

## AGREEMENT

This Agreement is dated this \_\_\_\_ day of May, 2018, between the **Town of Middlebury** (the “Town”) and **Foster Brothers Farm, Inc.** (“FBF”).

### Witnesseth:

- A. As part of ongoing improvements to the Town’s public water system, the Town is in the process of constructing a water monitoring project on Vermont Route 116 in Middlebury.
- B. As part of the project, the Town needs to obtain a permanent easement and right of way from FBF to authorize the construction and operation of a water monitoring building and associated utility and access rights (the “Easement”).
- C. FBF is willing to grant the Easement in exchange for assurances that the Town will (1) assume certain expenses associated with the granting of the Easement, and (2) address certain pre-existing drainage issues.

**Now, therefore**, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

- 1. Upon the signing of this Agreement, FBF will execute and deliver to the Town an Easement Deed, Corporate Resolution, and any other documents necessary for conveyance of the Easement.
- 2. The Town will be responsible for the following expenses:
  - a. Any partial release fees charged by FBF’s mortgage lender(s) for the release of the Easement from any mortgages encumbering FBF’s property.
  - b. Any expenses associated with withdrawal of the easement area from the Vermont Use Value Appraisal program (including any land use change tax imposed as a result of this transaction and the cost of preparing and filing updated maps and application forms).
- 3. In conjunction with the completion of the water monitoring project, the Town will also complete subgrade drainage work along the west side of Route 116 starting at a point opposite Steve Dow’s driveway. The drainage improvements will consist of tile underdrain and stone to the surface (a curtain or French drain) to ensure that surface drainage is captured and moved underground to the north, to tie in with the drainage to be installed with the new monitoring station as appropriate.

**In witness whereof**, the parties have executed this agreement as of the date first stated above.

\_\_\_\_\_  
Town of Middlebury, by its duly authorized  
Agent

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Foster Brothers Farm, Inc., by its duly  
authorized agent