

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the **TOWN OF MIDDLEBURY**, a Vermont Municipality, hereinafter referred to as **GRANTOR** for and in consideration of the sum of one dollar and other valuable consideration, paid to its full satisfaction by **VERMONT GAS SYSTEMS, INC.**, a Vermont corporation having its principal place of business at South Burlington, in the County of Chittenden and State of Vermont, hereinafter referred to as **VGS**, the receipt whereof is hereby acknowledged, does hereby **GIVE, GRANT, BARGAIN, SELL, CONVEY, and CONFIRM** unto **VGS**, its successors and assigns, perpetual rights and easements over, across and under **GRANTOR**'s land located in the Town of **MIDDLEBURY**, County of Addison and State of Vermont, free from all encumbrances whatsoever, except as set forth below, if any, said easements being described as follows:

The perpetual right to construct, reconstruct, maintain, move, relocate, alter, inspect, repair, replace, remove, and change the size of subsurface pipeline(s) to be used by **VGS** for the distribution of gaseous energy products. As used herein, the term "pipeline" shall include such at-grade and subsurface appurtenances and facilities as reasonably deemed necessary or convenient by **VGS** for its operation or maintenance, as well as above-ground appurtenances and facilities specifically required for the supply of gaseous energy products to **GRANTOR**'s property (such as valves or meters).

The lands and premises where the pipeline(s) will be located are referred to herein as the "Easement Area" and consist of a portion of the real property conveyed to the **GRANTOR** by the following deeds (collectively referred to as "the Property"):

Warranty Deed of Clement R. and Eileen Gagne, dated December 27, 1984, and recorded in Book 107, Page 525 of the Town of Middlebury Land Records; said real Property being presently designated by the municipality as 0 Bakery Lane, Parcel ID: 024.248.001.

Said Easement Area shall proceed as follows: Entering **GRANTOR**'s land from a point located on the southwesterly property boundary of lands now or formerly O'Neill-Buck Holdings, at a point located on the **GRANTOR**'s northeasterly property boundary; thence proceeding in a generally southwesterly direction along the **GRANTOR**'s property to a point; thence proceeding in a generally southeasterly direction along the **GRANTOR**'s property terminating at a point within the **GRANTOR**'s property and located southwesterly of the Mr. Ups Restaurant building.

Also to other locations as requested by **GRANTOR**, **for itself and its successors and assigns**, and approved by **VGS**.

The precise location(s) of the pipeline(s) as initially installed is/are substantially as depicted on the plan attached as Exhibit A. The width of each easement shall be ten (10) feet, consisting of five (5) feet on each side of the centerline.

GRANTOR shall reserve the right to fully use and enjoy the Property in any manner that will not prevent, or interfere with, **VGS**'s use of the Easement Area and all improvements therein, and except as otherwise limited herein. **GRANTOR** shall covenant and agree not to construct, install or permit the construction or installation of any structures or objects of any kind upon or under the surface of the ground in the Easement Area, and not to change the elevation of the ground within the Easement Area, without the prior written consent of **VGS**, which **VGS** may withhold or condition in its reasonable discretion.

VGS shall have the right to engage in all actions and activities consistent with the use of the rights and easements hereby granted, including but not limited to (i) the right, during and in preparation for the construction, installation or maintenance of the pipeline(s) and related facilities or any of their appurtenances, to place and store materials and equipment within the 15' wide areas adjacent to the Easement Area and marked "Temporary VGS Construction Easement" on Exhibit A, provided that VGS shall return any lands used for such purposes to their previous condition as soon as practicable after the completion of such construction, installation or repair; and (ii) the right to cut down, remove, uproot and keep cleared by such means as VGS deems desirable, at any and all times, trees, underbrush and vegetation as in the judgment of VGS may interfere with or endanger the operation or maintenance of said pipeline(s), together with any related facilities within the Easement Area.

VGS shall have the right of ingress and egress over the Property at convenient points determined by VGS for the exercise of the rights and easements herein granted, provided, however, that said rights and easements must be exercised in a careful manner. Any damages to such other property of GRANTOR caused by VGS, other than as contemplated herein, shall be borne by VGS. In exercising ingress and egress rights, VGS shall use reasonable judgment to minimize inconvenience to GRANTOR.

As conditions of the rights and easement contained herein, upon reasonable notice by the GRANTOR, VGS will relocate the Easement Area and the pipeline(s) and other facilities located within it at no expense to GRANTOR, if in the opinion of GRANTOR it unreasonably interferes with the present or future use of the GRANTOR's land. If VGS facilities are to be relocated on lands of the GRANTOR, said GRANTOR shall provide a substitute Easement Area reasonably suited to the needs of VGS, its successors and assigns, at no cost to the GRANTEE. If the Easement is abandoned, then unless GRANTOR and VGS agree otherwise in writing, VGS, its successors and assigns, shall, at their sole cost and expense, remove the pipeline and related infrastructure from the Easement Area and return the Easement Area, save normal wear and tear, to pre-removal condition. For the purposes of this provision, "abandoned" will mean that VGS, its successors and assigns, has issued a final and binding determination that VGS has abandoned the Easement Area. Unless otherwise agreed to in writing or required by regulatory authorities, within eighteen months after a notice of abandonment is provided to the GRANTOR, and required local, state or regulatory permits are received, VGS shall properly remove the pipeline. Following abandonment or relocation of the Easement Area, VGS will execute a Quitclaim Deed or other suitable instrument to relinquish its rights within the area from which the facilities were removed. The conditions set forth in this paragraph will remain in effect only during the period of ownership of the herein GRANTOR, and will terminate upon conveyance of the Property by the GRANTOR. If the GRANTOR conveys only a portion of the Property, then the conditions set forth in this paragraph will terminate with respect to the portion(s) conveyed, but will remain in effect with regard to any portions retained by the GRANTOR.

With respect to any portions of the Easement Area or temporary construction easement areas located within the right-of-way of a Town Highway or other public right-of-way, the rights granted by this Deed are granted **by quitclaim only**. Nothing in this Deed shall relieve VGS from the need to obtain any and all required governmental permits for the construction and operation of its facilities, including but not limited to permits for work in the right-of-way pursuant to 19 V.S.A. § 1111.

VGS and its successors and assigns shall have the right to assign to others, in whole or part, any or all of the rights and easements herein set forth.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto VGS and its successors and assigns forever, to it and its own proper use, benefit and behoof; and also GRANTOR, for itself and its successors and assigns, covenant

with **VGS** and its successors and assigns that at and until the execution of these presents **GRANTOR** is the sole owner of said premises as an estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in manner and form above written, and that except as set forth above the same are free from all encumbrances whatsoever, except for easements and land use permits of record as of the date hereof, as set forth in Exhibit B, and furthermore **GRANTOR**, for itself and its successors and assigns, will forever warrant and defend the same to said **VGS** and its successors and assigns forever against all claims and demands whatsoever except any and all easements and land use permits of record.

The foregoing shall be binding upon and shall inure to the benefit of the respective successors and assigns, of **GRANTOR** and **VGS**, and upon recording shall run with the land.

[Signature page follows]

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand as of the latest date shown below.

Print Name of Municipality: Town of Middlebury

Print State of Organization: Vermont

Signature: _____

By (individual name): _____

Title: _____

Date: _____

STATE OF VERMONT)
COUNTY OF ADDISON) ss.:

On the ____ day of _____, 2017, before me, _____, Notary Public, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument, the person executed the instrument as her/his free act and deed, and the free act and deed of the entity shown above.

Notary Public
My Commission Expires: ___/___/___

Vermont Gas Systems, Inc., hereby accepts this easement and agrees to the foregoing terms this _____ day of _____, A.D., 2017.

VERMONT GAS SYSTEMS, INC.

By its Duly Authorized Agent

STATE VERMONT)
COUNTY OF CHITTENDEN)ss.:

On the _____ day of _____, before me, _____, Notary Public, personally appeared _____, duly authorized agent of Vermont Gas Systems, Inc., known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in the within instrument and acknowledged to me that said agent executed the same, and that by said agent's signature on the instrument, said agent executed the instrument as said agent's free act and deed and the free act and deed of Vermont Gas Systems, Inc.

Notary Public
My Commission Expires: 2/10/2019

**EXHIBIT A:
EASEMENT PLAN**

EXHIBIT B:

ENCUMBRANCES ON THE PROPERTY

Town of Middlebury Order of Discontinuance of a Portion of Town Highway #51, also known as Baker Lane, dated October 26, 2010 and recorded in Book 252, Page 257 of the Town of Middlebury Land Records.

Resolution from the Board of Selectmen of the Town of Middlebury pertaining to conveyance of certain easements and parcels of real property between Make Sense Realty Holdings, LLC and the Town to facilitate the roadway (Bakery Lane) relocation, dated October 26, 2010 and recorded in Book 252 at Page 256 of the Town of Middlebury Land Records.

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