

## 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"):

1. Warranty Deed of The President and Fellows of Middlebury College, dated October 18, 1921, and recorded in Book 39, Page 439 of the Town of Middlebury Land Records, said real property being presently designated by the municipality as 75 Main Street, Parcel ID: 024.255.000.
2. Quit Claim Deed of Mobil Oil Corp., dated August 1, 1966, recorded in Book 62, Page 38 of the Town of Middlebury Land Records, said real property being presently designated by the municipality as Parcel ID: 024.251.000.
3. Warranty Deed of Paul A. Steele and Jane D. Steele, dated June 30, 2008, recorded in Book 237, Page 290 of the Town of Middlebury Land Records, said real property being presently designated by the municipality as Parcel ID: 024.252.000.
4. Warranty Deed of The President and Fellows of Middlebury College, dated January 14, 2015, and recorded in Book 274, Page 588 of the Town of Middlebury Land Records, said real property being presently designated by the municipality as 77 Main Street, Parcel ID: 024.253.000 and 024.254.000.

Said pipelines shall proceed in two segments as follows:

**Segment 1:** Entering **GRANTOR**'s land from a point located on the easterly side of Main Street (Vermont Route 30) and the **GRANTOR**'s westerly property boundary; thence proceeding in a generally southerly direction along the **GRANTOR**'s southerly property boundary to a point on the **GRANTOR**'s southerly property boundary; thence proceeding along the **GRANTOR**'s southwesterly property boundary along and adjacent to the northerly boundary of what is known as Cross Street to a point on the **GRANTOR**'s southeasterly property boundary; thence continuing in a generally northeasterly direction, passing through an inline tee marking the junction with Segment 2, and continuing in a northeasterly direction and terminating at a point near the **GRANTOR**'s northeasterly property boundary.



**Segment 2:** Beginning at the inline tee referenced in the description of Segment 1 above, and then proceeding in a southeasterly direction to a point near the westerly side of Bakery Lane, thence proceeding in a northerly direction along or near the westerly side of Bakery Lane to a point at the Grantor's northeasterly boundary.

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**

**Wastewater System and Potable Water Supply Permit No. WW-9-2097, dated February 10, 2015 and recorded in Book 275, Page 1 of the Town of Middlebury Land Records.**

**Notice of Issuance of Stormwater Discharge Permit by the VT Dept. of Environmental Conservation, Permit/Authorization Number: 6058-9010 Cross Street Bridge, dated November 12, 2014 and recorded in Book 273 at Page 599 of the Town of Middlebury Land Records.**

**Notice of Issuance of Stormwater Discharge Permit by the VT Dept. of Environmental Conservation, Permit/Authorization Number: 6058-INDS, Cross Street Bridge, dated July 25, 2014 and recorded in Book 271 at Page 680 of the Town of Middlebury Land Records.**

**Town of Middlebury Notice of Municipal Land Use Permit Zoning #15-004 (Main St.) dated January 20, 2015 and recorded in Book 274 at Page 634 of the Town of Middlebury Land Records.**

**Town of Middlebury Notice of Municipal Land Use Permit for boundary line adjustment (Bakery Lane) dated January 3, 2011 and recorded in Book 252 at Page 470 of the Town of Middlebury Land Records.**

**Town of Middlebury Notice of Municipal Land Use Permit for removal of building (83 Main St.) dated July 16, 2009 and recorded in Book 244 at Page 715 of the Town of Middlebury Land Records.**

**Town of Middlebury Notice of Municipal Land Use Permit Zoning #02-112 (75 Main St.) dated August 14, 2002 and recorded in Book 191 at Page 729 of the Town of Middlebury Land Records.**

**Utility Easement to Central Vermont Public Service Corp. and Telephone Operating Company of Vermont LLC, dated August 6, 2009 and recorded in Book 245 at Page 318 of the Town of Middlebury Land Records.**

**Utility Easement to Central Vermont Public Service Corp. and New England Telephone and Telegraph Co., d/b/a Bell Atlantic-New England, dated August 26, 1998 and recorded in Book 169 at Page 8 of the Town of Middlebury Land Records.**

**Utility Easement to Central Vermont Public Service Corp. and New England Telephone and Telegraph Co., dated March 7, 1997 and recorded in Book 162 at Page 684 of the Town of Middlebury Land Records.**

**Utility Easement to Central Vermont Public Service Corp. and New England Telephone and Telegraph Co., dated February 14, 1984 and recorded in Book 104 at Page 399 of the Town of Middlebury Land Records.**

**EXHIBIT B continued:**

**Utility Easement to Central Vermont Public Service Corp. and New England Telephone and Telegraph Co., dated July 9, 1970 and recorded in Book 67 at Page 244 of the Town of Middlebury Land Records.**

**Easement and Right of Way to construct and maintain a sewage system pipeline granted by The President and Fellows of Middlebury College to the Town of Middlebury, dated July 14, 1967 and recorded in Book 62 at Page 560 of the Town of Middlebury Land Records.**

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