

EASEMENT DEED FOR PERMANENT ACCESS

KNOW ALL MEN BY THESE PRESENTS:

That _____, of the Town of _____ in the County of _____ and State of Vermont, (hereinafter called "Grantor", whether one or more) for and in consideration of the sum of One Dollar and other valuable consideration, paid by **VERMONT TRANSCO LLC**, a Vermont Limited Liability Company duly authorized and existing according to law, with its offices and principal place of business in the Town of Rutland, in the County of Rutland and State of Vermont, (hereinafter, together with its successors and assigns, called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement of ingress and egress, from time to time, across lands of the Grantor to other property, whether or not immediately adjacent to lands of the Grantor, to access the facilities of the Grantee with equipment, machinery, trucks and other vehicles, said right-of-way and easement being upon, over, through and across a certain strip of land owned by the Grantor in the Town of _____ in the County of _____ and State of Vermont, hereinafter referred to as the "Easement Area", and bounded and described as follows:

(Description of Easement Area and/or plat including amount of area to be acquired based on a land survey to be inserted here)

Title to the foregoing Easement Area was acquired by _____ of _____ to _____ dated _____ and recorded in Volume _____, Page _____ of the Town of _____ Land Records.

The above property is subject to (list other mortgages, easements...) and any other instruments of record.

The Grantee shall have the right within the Easement Area to cut trees, brush, and remove rocks, and other obstructions, fill depressions, roughly grade the surface of the access route, install drainage ditches and other erosion control measures, place temporary construction mats, and lay down suitable material for access. Grantee covenants that said access rights will be exercised in a reasonable manner and any damage to the land within the Easement Area caused by the Grantee or its agents will be restored.

The Grantor hereby covenants that no building, line, conduit, dam, lake, pond, or any other structure, material or thing will be erected or placed within the limits of or upon the Easement Area which, in the judgment of the Grantee, might interfere with the exercise of the rights hereby granted.

The Grantor hereby reserves the right to use the Easement Area for any purposes which, in the opinion of the Grantee, (i) do not interfere with the exercise of any of the rights and/or easements herein granted, and/or (ii) do not create a hazard. Grantee shall not be responsible for repair of any damage to the Easement Area caused by Grantor.

The Grantor shall not convey any rights to third parties within or across the Easement Area which may, in the opinion of the Grantee, interfere with the exercise of any of the rights and/or easements granted herein without the Grantee's prior review and consent.

No delay of Grantee in the use or enjoyment of any right or easement hereby granted in or along the right-of-way shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted hereby.

This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written have been made modifying, adding to or changing the terms or consideration for this grant.

The Grantee is further granted the right to assign to others, in whole or in part, any or all of the right-of-way, estate, license, interests, rights, privileges and easements herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof. Grantor covenants with the Grantee that at and until the ensembling of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, except as aforesaid, and furthermore, the Grantor agrees to warrant and defend the same to the Grantee and its successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF we/I have hereunto set our/my hand(s) and seal(s) this _____ day of _____, 2011.

Witness

STATE OF VERMONT
COUNTY OF _____

BE IT REMEMBERED, that on the _____ day of _____ A.D., 2011, personally appeared _____, signer(s) and sealer(s) of the foregoing written instrument and acknowledged the same to be of his/her/their free act and deed.

Before me, _____

Notary Public

My Commission Expires: _____