

EASEMENT DEED FOR PERMANENT ACCESS

KNOW ALL MEN BY THESE PRESENTS:

That the **TOWN OF RICHMOND**, a Vermont Municipal Corporation situated in the Town of Richmond in the County of Chittenden 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 Richmond in the County of Chittenden and State of Vermont, hereinafter referred to as the “Easement Area”, and bounded and described as follows:

A strip of land 25 feet wide and +/- 2,442.51 feet in length running in a generally northerly direction from the northerly edge of the US Route 2/East Main Street Right of Way to the southerly edge of the Grantee’s existing 150 foot wide K24 transmission line Right of Way, as described and depicted on a survey plat titled, “Plat Showing Proposed Vermont Transco LLC Access Easement Over Lands Of Town of Richmond East Main Street, Town of Richmond, in Chittenden County – State of Vermont” prepared by Vermont Survey and Engineering, Inc., dated October 3, 2023, and recorded on Map Slide 166 pages 3 and 4 of the Town of Richmond Land Records. The Easement Area is located on the Grantor’s land that is better known as the “Andrews Community Forest.”

Title to the foregoing Easement Area was acquired by Warranty Deed of Jennifer Andrews Gilligan, Amelia Andrews Wagner, Catherine Andrews Couture and Abigail Andrews Allard to the Town of Richmond dated March 27, 2018 and recorded in Volume 243, Page 653 of the Town of Richmond Land Records.

The above property is subject to all easement 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 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. Grantee shall provide the Grantor with 30 days advanced written notice of any significant cutting, stone additions or grading beyond normal maintenance or emergency activity.

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 (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.

The Grantor reserves the right to make use of the existing parking area that exists near US Route 2, which is partially located within the aforementioned Easement Area, under the condition that parking of vehicles is done in a way that it does not limit or hinder the Grantee from gaining reasonable and sufficient access along and within the Easement Area.

This grant covers all the agreements and stipulations between Grantor and Grantee related to this easement 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 these utility-related access rights to its contractors, affiliates and/or agents, 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 I have hereunto set my hand and seal this ____ day of _____, 2024.

Witness

JOSH ARNESON, Town Manager,
Duly Authorized Agent for the Town of Richmond

STATE OF VERMONT
COUNTY OF CHITTENDEN

BE IT REMEMBERED, that on this ____ day of _____ A.D., 2024, personally appeared **JOSH ARNESON**, signer and sealer of the foregoing written instrument and acknowledged the same to be of his free act and deed.

Before me, _____
Notary Public
My Commission Expires: _____