

DRAFT April 26, 2012

DEED OF TERM EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that MARTIN'S FOODS OF SOUTH BURLINGTON, a Vermont corporation with a principal place of business in Scarborough, Cumberland County, State of Maine ("Grantor"), for good and valuable consideration, does hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the TOWN OF HINESBURG, VERMONT, in the County of Chittenden, State of Vermont ("Grantee"), and its successors and assigns, a nonexclusive, term easement, in common with Grantor and its successors and assigns, on, over and across the following property:

Being an easement over a portion of the lands and premises conveyed to Martin's Foods of South Burlington, Inc. by the Warranty Deed of _____, dated _____, recorded in Book _____ at Page _____ of the Hinesburg Land Records, and being more particularly described as _____.

The easement is further described as being for the purpose of a public facility to be used as a "farmers' market" in the area shown on the Site Plan attached hereto as Exhibit A (the "Easement Area"), all on the terms and conditions further described herein.

Reference is hereby made to the aforesaid deeds, plan and instruments, and to the records thereof and references contained therein, in further aid of this description.

The conveyance described herein, and Grantee's use of the Easement Area as a public facility, is subject to the following terms and conditions:

1) Grantee's use of the Easement Area is for a public farmer's market only, including for the setup of kiosks, retail food and craft stands and associated vendor and customer parking as part of a farmer's market (the "Farmers Market"). No other use may be made of the Easement Area by Grantee without Grantor's prior written consent which may be withheld in Grantor's sole discretion. There shall be no amplified sounds or music within the Easement Area that are

determined by Grantor to be excessive in amount or of such duration or intensity as may be unnecessary or to unreasonably interfere with the comfortable enjoyment of life, property or the conduct of Grantor's business.

2) The Easement Area shall be maintained and the Farmers Market shall be operated by Grantee in good, safe operating condition, and in compliance with all applicable laws, rules, regulations, ordinances, covenants and permits.

3) Annually the Farmers Market shall commence not earlier than June 1 and shall terminate not later than September 30. Weekly, the Farmers Market shall be operated once a week between 3:30pm and 6:30 pm, on one regularly scheduled day which is selected and identified to Grantor in advance, which day shall not include any Fridays, Saturdays, and Sundays. Notwithstanding the forgoing, the Farmer's Market shall not operate under any circumstance between July 2 and July 6.

4) Vendors at the Farmers Market shall be registered with Grantee or its manager in advance, and not more than 25 vendors shall be permitted on any one date. To preserve the Food Market's intended emphasis on local food products, except with Grantor's prior written consent no more than five (5) vendors primarily engaged in the sale of arts, crafts, jewelry or similar non-food products shall be registered and permitted to operate within the Food Market on any specified date.

5) Farmers Market vendors may operate within the Easement Area from vehicles parked within the paved area or from canopies or similar temporary display stalls in either the grassed or paved area within the Easement Area as determined by Grantee or its manager, provided no canopy stakes may be installed within the pavement area.

6) Grantee may place a storage shed within the Northwest corner of the Easement Area as shown on Exhibit A. The design and construction of such shed shall be reviewed and approved in advance by Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Grantor expressly disclaims any responsibility for the shed or its security, condition, or contents. Upon the termination of this easement, Grantee shall promptly remove the shed and its contents and restore the Easement Area to the condition that was existing prior to its construction at Grantee's sole cost and expense.

7) Grantor shall install a water spigot and electrical service at a location mutually determined with Grantee to be convenient for the Farmers Market vendors and Grantor shall be responsible for the cost of providing such services during the term of this easement. After the original installation of these services, Grantee shall be responsible for any necessary repair, maintenance or replacement. Grantor shall permit its public restrooms and parking areas to be accessible to patrons and vendors of the Farmers Market without charge to Grantee.

8) The term of this easement shall be for five (5) years commencing upon the next June 1st following the completion of construction and the opening date of Grantor's store. Provided Grantee or its authorized assignee is not in breach of the terms of this easement, Grantee shall have six (6) consecutive optional renewal terms of five (5) years each, each optional renewal term to be exercised by Grantee in writing to Grantor, if at all, not later than six (6) months prior to the termination of the then current term. If any optional renewal term is not exercised, then any subsequent optional renewal terms shall be deemed waived by Grantee and shall be of no further force and effect.

9) At all times Grantee shall operate the Farmers Market to minimize any risk to the health, safety or welfare of the patrons and vendors of the Farmers Market and to Grantor's

employees, invitees, customers and vendors. During the hours of the Farmers Market operation, Grantor will permit the northern parking lot shown on Exhibit A to be closed off to prevent vehicular parking by Grantor's customers, employees and vendors to minimize any disturbance.

10) Grantee agrees to defend, indemnify and hold Grantor harmless against any and all claims, damages, suits or causes of action for injury, loss or damage, including death or injury to persons or property, from any act, negligence or omission of Grantee or its authorized assignee or arising from or related in any way to the Farmers Market. Grantee shall, if Grantor so determines and requires, at Grantee's own cost and expense, defend any and all suits or actions which may be brought against Grantor or in which Grantor may be implicated in connection with any such acts or omissions.

11) Grantee shall be responsible for maintaining liability insurance for the Farmers Market, naming Grantor as an additionally insured party, and shall provide evidence of such coverage in commercially reasonable amounts acceptable to Grantor annually prior to any operation.

12) Grantee shall be responsible for ensuring that the Farmers Market is set-up, operated, removed, and cleaned up promptly at the end of each day during its operation. Grantee shall maintain the Easement Area in substantially the same condition as is existing at the commencement of the term and shall promptly repair any damage arising from the Farmers Market to substantially the same condition that existed prior to such damage, reasonable wear and tear only excepted.

13) Grantor, for itself and its successors and assigns, reserves the right to enjoy, make use of and improve the Easement Area, including but not limited to the right to install underground utilities and other surface and subsurface improvements.

14) Grantor, for itself and its successors and assigns, reserves the right to convey rights over the Easement Area in common with Grantee provided that such rights do not unreasonably interfere with the Farmers Market. Grantee may assign its rights hereunder to an operator or manager of the Farmers Market, provided such assignee is approved in advance by Grantor in its sole discretion and that the assignee expressly agrees in writing to each of the terms and conditions of this easement. Any such assignment by Grantee shall not relieve Grantee of its performance of any rights and obligations hereunder.

15) Grantor reserves the right to terminate this conveyance if the Farmers Market is reasonably determined by Grantor to present an unreasonable risk to the health, safety, or general welfare of Grantor, Grantor's employees, invitees, customers or vendors, or to the public, or in the event of damage to Grantor's property. Prior to termination, Grantor agrees to make reasonable efforts to work cooperatively with Grantee to reduce or eliminate such risk or to repair such damage.

TO HAVE AND TO HOLD the aforesaid easement, with all the privileges and appurtenances thereof, to Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed this ____ day of _____, 2012.

**MARTIN'S FOODS OF SOUTH
BURLINGTON, INC.**

WITNESS

By:
Its:

STATE OF _____
_____ COUNTY, SS.

At _____ in said County and State on this ____ day of _____, 2012, _____ personally appeared and he/she acknowledged the foregoing instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Martin's Foods of South Burlington, Inc..

Before me, _____

Notary Public

My Commission Expires: _____

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