

**EASEMENT DEED**

KNOW ALL PERSONS BY THESE PRESENTS THAT I, DAVID CARSE, of Hinesburg, in the County of Chittenden, and State of Vermont, Grantor, in consideration of -----TEN AND MORE ----- Dollars paid to my full satisfaction by the TOWN OF HINESBURG, a Vermont Municipality located in the County of Chittenden and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, TOWN OF HINESBURG, its successors and assigns forever, a certain easement in the Town of Hinesburg, in the County of Chittenden and State of Vermont, described as follows, viz:

**Easement**

Being a strip of land twenty (20) feet in width depicted as "Proposed 20' wide Bike Path Easement along edge road ROW (shaded strip)" on a plat of survey entitled, "Subdivision Plat of lands belonging to David Carse, Charlotte & Baldwin Roads, Town of Hinesburg, Chittenden County, Vermont", prepared by Donald A. Johnston, VT L.S, dated April 1, 2014, last revised \_\_\_\_\_, and of record in Map Slide \_\_\_\_\_ of the Town of Hinesburg Land Records. Within the easement area, Grantee and its successors and assigns shall have the right to construct, reconstruct, repair, maintain, replace, patrol, level, fill, drain and pave a sidewalk with a traveled surface not more than ten (10) feet wide, including the right to install, maintain, repair, and replace all necessary culverts, cuts, curbs and ramps.

The easement shall be for pedestrian/bicycle use only. No motorized vehicles shall be permitted on the easement except for the purpose of maintaining and repairing improvements in the easement.

By acceptance of this conveyance, Grantee agrees for itself and its successors and assigns that the easement shall not be open to the public until such time as the pedestrian path has been constructed.

**Burdened Parcel**

The easement conveyed herein is over a part and portion only of the same land and premises conveyed to David Carse by Trustee's Deed of David L. Carse and Elizabeth M. Hazen, as Co-Trustees of the Henry H. Carse Trust, dated August 26, 2009, and of record in Book 207, Page 393 of the Town of Hinesburg Land Records.

**Retained Rights**

The within Grantor and his heirs and assigns shall have the right to make such use of the easement area as shall not be inconsistent with Grantee's rights granted herein including, but not limited to, crossing the easement area for driveway purposes. By acceptance of this deed, Grantee agrees that Grantor reserves the right to have the easement area considered and included as a constituent part of the whole of the Burdened Parcel for the purposes of calculating setbacks, lot coverages, density, and similar requirements of the Town zoning and similar use ordinances.

**Limited Liability On Grantor/Obligations Of Grantee**

By recording of this Easement Deed, Grantee agrees, for itself and its successors and assigns, that any premises of Grantor lying outside the scope of the easements and rights of way are in any way disturbed or effected by Grantee's exercise of the rights granted to it

hereunder shall be restored to their condition prior to such entry as soon as reasonably practical at Grantee's own cost. The construction and maintenance of the pedestrian path shall be the sole responsibility of the Town of Hinesburg, which shall indemnify and hold Grantor and his heirs and assigns harmless to the full limits of liability insurance that it customarily maintains from any claims, liabilities (including reasonable attorneys' fees and expenses) for personal injury or property damage arising from Grantee and its successors and assigns engaging in the activities permitted hereunder; provided, however, that such indemnity and hold harmless obligation shall not extend to any claim based upon the negligent or intentional acts of the Grantor and his heirs and assigns. Grantee, by the recording of this deed, acknowledges that the pedestrian easement conveyed herein has been donated to Grantee, at no cost to Grantee, with the intent that Grantor may receive the full benefit and protection of 19 V.S.A. §2309.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the TOWN OF HINESBURG, and its successors and assigns, to its own use and behoof forever; and I, the Grantor, DAVID CARSE, for myself and my heirs and assigns, covenant with the said Grantee, TOWN OF HINESBURG, and its successors and assigns, that until the ensailing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE except as aforesaid and except for easements and rights of way of record, if any, and except for taxes and municipal charges hereafter due and payable, which have been prorated as the date of closing, and which the Grantee accordingly assumes and agrees to pay; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I herunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
DAVID CARSE

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared DAVID CARSE, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed.

Before me: \_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 2/10/15