

EASEMENT DEED

Exhibit A

KNOW ALL PERSONS BY THESE PRESENTS, that **Alan D. Norris and Nancy E. Norris**, of Hinesburg, in the County of Chittenden and State of Vermont, Grantors, in the consideration of ---- TEN AND MORE ---- Dollars and other valuable consideration paid to its full satisfaction by the **Town of Hinesburg**, a municipality organized and existing under the laws of the State of Vermont with its principal place of business in Hinesburg, 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, the **Town of Hinesburg**, and its successors and assigns, easements for public pedestrian use over a certain piece of land, said easements being more particularly described as follows:

Being a portion of the land and premises conveyed to Alan D. Norris and Nancy E. Norris by Warranty Deed of _____ dated _____ and recorded in Volume _____ at Page _____ of the Town of Hinesburg Land Records.

Being the following easements depicted on the plans of land entitled, “Boundary Plat, Route 116 - Hinesburg, Vermont, Alan D. & Nancy E. Norris”, by O’Leary-Burke Civil Associates, PLC, dated January 7 , 2013, last revised July 22, 2015, and recorded in Map Slide _____ of the Town of Hinesburg Land Records, and “Meadow Mist, Route 116, Hinesburg, VT, Development Plan”, by O’Leary-Burke Civil Associates, PLC, dated July 16, 2013, last revised November 12, 2014, and recorded in Map Slide _____ of said Land Records.

1. “Proposed 26.5' Floating Access & Utility Easement Benefiting Town of Hinesburg”; and
2. “Proposed 20' Floating Access & Utility Easement Benefiting Town of Hinesburg”.

The easements are more specifically set forth on a plan of land entitled, “Meadow Mist, Route 116, Hinesburg, VT, Water & Sewer Utility Plan”, by O’Leary-Burke Civil Associates, PLC, dated July 16, 2013, last revised November 12, 2014.

The purpose of this Easement Deed is to provide access over sidewalks to the Grantee and to the public and to provide access to the Grantee for the installation, replacement and maintenance of utility lines.

Together, also, with the right at all reasonable times to cross and re-cross Grantors’ land and premises by convenient and reasonable approaches to gain access to the herein described premises on foot and with motor vehicles and construction equipment for the purposes herein described; provided, however, that this right of access must be exercised in a careful manner, with prior notice to Grantors, and the surface shall be returned to its original condition.

By acceptance of this Easement Deed, the Grantee acknowledges that it shall remain responsible for the maintenance of said easement areas, except the Grantors, their heirs and assigns, shall be responsible for the maintenance of the sidewalk.

Grantors reserve the right to construct, install, maintain and replace utility lines over, under and along said easements for the transmission of electricity, telephone, cable television, water, sewer, and storm drains and the installation of force mains and any other utilities to service the Meadow Mist subdivision as shown on said Boundary Plat. The construction and installation of said utilities shall be in accordance with the permits granted by the Town of Hinesburg and State of Vermont.

Grantors, their heirs and assigns, shall not make use of the surface of the land subject to this Easement Deed, such as placing or erecting structures, landscaping or other improvements within said easements, which shall prevent or interfere with Grantee's ability to exercise its rights granted hereunder.

By acceptance of this Easement Deed, Grantee, its successors and assigns, covenants and agrees with Grantors, their heirs and assigns, that Grantee, its successors and assigns, shall, upon any damage done to Grantors' property, including, but not limited to altering the surface, as a result of the installation, construction, repair, operation, maintenance or replacement of any improvements within said easement, promptly repair the damage to Grantors' reasonable satisfaction at Grantee's expense and return the property to the condition it was in prior to Grantee undertaking such work.

Reference is made to the following:

1. Town of Hinesburg Development Review Board Findings of Fact, Conclusions & Order dated June 2, 2015;
2. Wastewater System and Potable Water Supply Permit No. _____ dated _____, of record in Volume _____ at Page _____ of said Land Records.

Reference is hereby made to the aforementioned 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 all said granted rights 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 the said Grantors, **Alan D. Norris and Nancy E. Norris**, for themselves and their heirs and assigns, do covenant with the said Grantee, the **Town of Hinesburg**, and its successors and assigns, that until the ensealing of these presents they are the sole owners 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. They do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, **Alan D. Norris and Nancy E. Norris** have caused their hands and seals to be set this _____ day of _____, 2015.

Alan D. Norris

Nancy E. Norris

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____, in said County and State, this _____ day of _____, 2015, **Alan D. Norris and Nancy E. Norris** personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me,

Notary Public

My Commission expires: 02/10/2019