

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 and water mains maintenance access 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 and paths to the Grantee and to the public and to provide access to the Grantee for the installation, replacement and maintenance of utility water mains lines and associated appurtenances within said easement area.

Together, also, with the right at all reasonable times to cross and re-cross Grantors’ land and premises by convenient and reasonable approaches outside the above-described 26.5' and 20' easements 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, and the Grantor agrees, that ~~it~~ the Grantee shall remain-only be responsible for the maintenance of the water mains within said

46 | easement areas, ~~except~~ The Grantors, their heirs and assigns, shall be responsible for the
47 | maintenance of the sidewalks s and paths within said easement areas.
48

49 Grantors reserve the right to construct, install, maintain and replace utility lines over, under and
50 along said easements for the transmission of electricity, telephone, cable television, water, sewer,
51 and storm drains and the installation of force mains and any other utilities to service the Meadow
52 Mist subdivision as shown on said Boundary Plat. The construction and installation of said
53 utilities shall be in accordance with the permits granted by the Town of Hinesburg and State of
54 Vermont.
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56 Grantors, their heirs and assigns, shall not make use of the surface of the land subject to this
57 Easement Deed, such as placing or erecting structures, landscaping or other improvements within
58 said easements, which shall prevent or interfere with Grantee's ability to exercise its rights
59 granted hereunder.
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61 By acceptance of this Easement Deed, Grantee, its successors and assigns, covenants and agrees
62 with Grantors, their heirs and assigns, that Grantee, its successors and assigns, shall, upon any
63 damage done to Grantors' property, including, but not limited to altering the surface, as a result
64 of the installation, construction, repair, operation, maintenance or replacement of any
65 improvements within said easement, promptly repair the damage to Grantors' reasonable
66 satisfaction at Grantee's expense and return the property to the condition it was in prior to
67 Grantee undertaking such work.
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69 Reference is made to the following:

- 70
- 71 1. Town of Hinesburg Development Review Board Findings of Fact, Conclusions & Order
- 72 dated June 2, 2015;
- 73 2. Wastewater System and Potable Water Supply Permit No. _____ dated
- 74 _____, of record in Volume _____ at Page _____ of said Land Records.
75

76 Reference is hereby made to the aforementioned instruments, the records thereof, the references
77 therein made, and their respective records and references, in further aid of this description.
78

79 TO HAVE AND TO HOLD all said granted rights with all the privileges and appurtenances
80 thereof, to the said Grantee, the Town of Hinesburg, and its successors and assigns, to its own
81 use and behoof forever; and the said Grantors, Alan D. Norris and Nancy E. Norris, for
82 themselves and their heirs and assigns, do covenant with the said Grantee, the Town of
83 Hinesburg, and its successors and assigns, that until the ensealing of these presents they are the
84 sole owners of the premises, and have good right and title to convey the same in manner
85 aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid. They do
86 hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever,
87 except as aforesaid.
88

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