

**DEED OF EASEMENT**  
Vermont Public Service Board Docket No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That Town of Hinesburg, a municipal corporation established under the laws of the State of Vermont, hereinafter called **GRANTOR**, pursuant to order of condemnation of the Vermont Public Service Board in Docket No. \_\_\_\_\_ of even date herewith, for and in consideration of the sum of ten dollars, paid to its full satisfaction by **VERMONT GAS SYSTEMS, INC.**, a Vermont corporation having its principal place of business at South Burlington, in the County of Chittenden and State of Vermont, hereinafter called **VGS**, have, **REMISED, RELEASED, AND FOREVER QUITCLAIMED** unto **VGS**, its successors and assigns, perpetual rights and easements over, across and under its land located in the Town of Hinesburg, Chittenden County and State of Vermont, said rights and easements being described as follows:

1. **Corridor.** The right to construct, and the perpetual right to reconstruct, maintain, move, relocate, alter, inspect, repair, replace, remove, and change the size of, an operating pipeline to be used by **VGS** for the transportation of gaseous energy products, together with the right to temporarily install a second pipeline in connection with repairs, alterations, and/or relocations, and the right to abandon such pipeline(s) in place. As used herein, the term "pipeline" shall include such surface or subsurface appurtenances and facilities as reasonably deemed necessary or convenient by **VGS** for its operation or maintenance, subject to compliance with regulatory requirements and best practices. The lands and premises where the pipeline will be located is referred to herein as the "Corridor."
2. **Temporary Workspace Easements.** Temporary rights and easements to enter and use portions of the Property in the locations approximately as shown as "25' Temporary Easement" on Exhibit A and made a part hereof (collectively, the "Temporary Workspace Easements") for the staging and storage of pipeline, equipment, materials, vehicles and machinery related to construction and installation of the Corridor, including the right to survey, inspect, and to make improvements to the Temporary Workspace Easement areas, including fencing, grading or other improvements, and trimming or removal of such vegetation or other obstructions as may be determined to be reasonably necessary for **VGS'** intended use.

The temporary rights and easements associated with the Temporary Workspace Easements and Temporary Access Easement will remain in place until the Corridor is constructed.

The Corridor, together with the Temporary Easement, consists of a portion of the real property conveyed to **GRANTOR** by Partial Decree of Distribution for the Estate of Dora E. Geprags, dated December 2, 1991, and recorded on January 14, 1992 at Book 80, Page 106 of the Town of Hinesburg Land Records, said real property being presently designated by the municipality as "Geprags Park," Parcel ID: 16-20-26.1 (the "Property"). The location of the Corridor and Temporary Easement on the Property, as approved in the above-referenced Public Service Board docket, is depicted on the Easement Plan identified as Exhibit A.

The Corridor will be fifty (50) feet in width, and will extend twenty-five (25) feet on each side of the centerline of the pipeline as installed, all in accordance with the Easement Plan identified as Exhibit A. If the pipeline is relocated at a future date, said pipeline will remain within the fifty (50) foot wide Corridor easement as established by the original installation.

**GRANTOR**, its successors and assigns, reserve the right to fully use and enjoy the Property in any manner that will not prevent, or interfere with, use of the Corridor by **VGS**, its successors and assigns, except as otherwise limited herein. **GRANTOR**, its successors and assigns, covenant and agree not to construct, install or permit the construction or installation of any structures or objects of any kind upon or under the surface of the ground in the Corridor, not to store or place any objects within the Corridor, and not to change the elevation of the ground within the Corridor, without the prior written consent of **VGS**, which **VGS** may withhold or condition in its sole discretion. The foregoing restrictions apply with equal force to the Temporary Easement.



VGS will have the right to engage in all actions and activities consistent with the use of the rights and easements hereby granted including, but not limited to: (i) the right, during and in preparation for the construction, installation or maintenance of the pipeline and related facilities or any of their appurtenances, to place and store materials and equipment on the Property immediately proximate to the Corridor, provided that VGS shall return any lands used for such purposes to their previous condition as soon as practicable after the completion of such construction, installation or repair; (ii) the right to cut down, remove and keep cleared by such means as VGS deems desirable, at any and all times, trees, underbrush and vegetation as in the reasonable judgment of VGS may interfere with or endanger the operation or maintenance of said pipeline, facilities or appurtenances; and (iii) the right to install and maintain both within and immediately proximate to the Corridor, such erosion prevention and sediment control measures as in the judgment of VGS are reasonable and necessary to maintain and operate the pipeline facilities, subject to compliance with regulatory requirements and best practices.

VGS will have the right of ingress and egress over the Property at convenient points determined by VGS for the exercise of the rights and easements herein granted, provided, however, that said rights and easements must be exercised in a careful manner and any damages to such other property of GRANTOR caused by VGS, other than as contemplated herein, will be borne by VGS. In exercising ingress and egress rights, VGS must use reasonable judgment to minimize inconvenience to GRANTOR.

VGS shall bury all its facilities to a minimum of at least thirty-six (36) inches below the surface of the ground, except in continuous rock areas where the minimum depth will be at least twenty-four (24) inches below the surface of the ground, and except those appurtenances that will be located at ground level or above the ground.

VGS and its successors and assigns will have the right to assign to others, in whole or part, any or all of the rights and easements herein set forth, subject to compliance with regulatory requirements.

VGS' rights and easements are subject to the conditions agreed upon in the "Stipulation Regarding Condemnation," dated August \_\_\_\_, 2015 between the GRANTOR and VGS, and the order of condemnation of the Vermont Public Service Board in Docket No. \_\_\_\_\_ of even date herewith.

**TO HAVE AND TO HOLD**, with all right and title in and to said quitclaimed Corridor for enjoyment of the rights and easements set forth herein, unto VGS and its successors and assigns forever; and furthermore GRANTOR, for himself and its executors, administrators, heirs, successors and assigns, covenant with VGS and its successors and assigns that from and after the ensealing of these presents GRANTOR, together with its executors, administrators, heirs, successors and assigns, will have and claim no right in or to said quitclaimed Corridor, with VGS accepting whatever interest GRANTOR might have in and to the premises in its condition as of the date of the petition in the above-referenced Public Service Board docket. The foregoing will be binding upon and will inure to the benefit of the respective executors, administrators, heirs, successors and assigns of GRANTOR and VGS.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand this \_\_\_ day of \_\_\_\_\_, A.D., 201\_\_.

**GRANTOR**

\_\_\_\_\_  
Signature  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print name: \_\_\_\_\_

STATE OF VERMONT )  
COUNTY OF \_\_\_\_\_ )ss.:

On the \_\_\_ day of \_\_\_\_\_, 201\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the person(s) executed the instrument as his/her/their free act and deed and the free act and deed of the entity shown above.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_ / \_\_\_ / \_\_\_



**EXHIBIT A:**  
**EASEMENT PLAN**

Title: Easement Plan, Property of Town of Hinesburg, Shelburne Falls Road, Town of Hinesburg, Chittenden County, Vermont, dated November 4, 2014, to be recorded in the Hinesburg Land Records.

**[See Exhibit B attached to the Petition for Condemnation.]**

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