

DEED OF EASEMENT
Geprags Park, Hinesburg, Vermont. LL# 104.00

I. PRELIMINARY STATEMENT

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6 A. The Town of Hinesburg, a municipal corporation established under the laws of the State of
7 Vermont (“Town”), pursuant to an order of condemnation of the Vermont Public Service
8 Board in Docket 8643 of even date herewith, is granting to Vermont Gas Systems, Inc.
9 (“VGS” or “Vermont Gas”) an easement for a single natural gas pipeline, no greater than 12”
10 in nominal diameter, as said pipeline was approved in Vermont Public Service Board Docket
11 7970, to be located in Geprags Park (as described below).
12
13 B. Vermont Gas recognizes and respects the importance of Geprags Park to the Town, its
14 Conservation Commission, and users of the park, the critical nature of sustained productive
15 communications between Vermont Gas and the Town concerning its pipeline in the park, and
16 the desirability of seeing that the park’s natural, recreational and educational attributes are
17 preserved and enhanced. Vermont Gas wishes to construct and maintain its pipeline in the
18 least disruptive manner possible for park users and the surrounding natural habitat. The
19 purpose of this easement is to convey rights for no other use in Geprags Park than those
20 strictly necessary to construct and maintain the pipeline, while also allowing Vermont Gas to
21 engage in certain restoration and enhancement activities as set forth below.
22
23 C. Geprags Park is a ±85.5 acre property situated on the northerly side of Shelburne Falls Road
24 with several hiking trails. By virtue of the Partial Decree of Distribution for Geprags Park
25 (as referenced below), the Town cannot legally convey the easement due to a restrictive
26 covenant stating that the Park “. . . shall be used only as a public park or school for public
27 recreational or educational purposes, and the Town of Hinesburg shall properly maintain and
28 care for the property decreed hereby.”
29
30 D. The Park is bisected by a 150’ wide electric transmission-line corridor owned by Vermont
31 Transco LLC (the “VELCO Corridor”) by virtue of easements pre-dating the Partial Decree
32 and recorded at Book 29, Pages 359 and 475 of the Hinesburg Land Records. The Park is
33 also subject to a municipal water system consisting of community wells, well house,
34 distribution pipes, and other appurtenances (collectively, the “Community Water System”),
35 as described more fully in a Stipulation and Order dated April 11, 1996 in Chittenden
36 Superior Court, Docket 1652-95CnC (1996).
37
38 E. Construction of the pipeline will cause temporary interference with use of the public park,
39 such as the potential within and outside of the Easement Area to affect trail and wildlife
40 connectivity, inconsistent uses within the park, and environmental risks to groundwater,
41 unless the conditions set forth herein and which the CPG and existing state and federal
42 permits regulate are observed and enforced.
43
44 F. Construction of the pipeline may restrict consideration of new recreational or educational
45 structures within the Easement Area, but otherwise the public should continue to use and
46 enjoy the Easement Area to the greatest extent possible.

47
48 G. Provided that the Public Service Board determines in Docket 8643 that the gas pipeline
49 through Geprags Park is necessary to render adequate service to the public in Chittenden and
50 Addison Counties, the terms and conditions of the grant of an easement are set forth below.

51
52 **II. GRANT OF EASEMENT**
53

54 **KNOW ALL PERSONS BY THESE PRESENTS:** That the Town of Hinesburg, a municipal
55 corporation established under the laws of Vermont, hereinafter called **GRANTOR**, for good and
56 valuable consideration set forth in the Order of Condemnation in the above-styled and numbered
57 docket, paid to **GRANTOR'S** full satisfaction by **VERMONT GAS SYSTEMS, INC.**, a
58 Vermont corporation having its principal place of business at South Burlington, in the County of
59 Chittenden and State of Vermont, hereinafter called **VGS**, the receipt whereof is hereby
60 acknowledged, has **REMISED, RELEASED, AND FOREVER QUITCLAIMED** unto **VGS**,
61 its successors and assigns, perpetual rights and easements over, across and under its land located
62 in the Town of Hinesburg, County of Chittenden and State of Vermont, said rights and
63 easements being described as follows:
64

65 Subject to strict compliance with the terms and conditions set forth in Section III of this
66 Deed of Easement, the right to construct, and the perpetual right to reconstruct, maintain, move,
67 relocate, alter, inspect, repair, replace, and remove one subsurface pipeline, no larger than twelve
68 (12) inches in nominal diameter, to be used by **VGS** only for the transportation of natural gas,
69 consistent with the terms and conditions set forth in Public Service Board Docket 7970, together
70 with the right to temporarily install a second pipeline when necessary and for limited duration in
71 connection with repairs, alterations, and/or relocations, and the right to abandon the permanent
72 pipeline in place (in conformance with Section III(22) below). The diameter and operating
73 pressure capacity of any replacement pipeline shall be no greater than authorized in Docket 7970
74 without the written consent of Grantor in the form of a supplemental easement, which consent
75 shall not be unreasonably withheld, conditioned, or delayed. As used in this Deed of Easement,
76 the term "pipeline" will include subsurface appurtenances and subsurface facilities as reasonably
77 deemed necessary or convenient by **VGS** for its operation or maintenance, as well as the right to
78 locate reasonable surface-based pipeline markers (and any similar surface-based structures
79 required by law) to mark the pipeline's location at reasonable locations within the Easement
80 Area, as set forth below. **VGS** may not undertake any use other than those related to the pipeline
81 herein described.
82

83 The "Easement Area" as used in this Deed of Easement means a portion of certain lands and
84 premises presently designated by the Town of Hinesburg as "Geprags Park," Parcel ID: 16-20-
85 26.1 (the "Property") where **VGS** will construct, operate, and maintain the pipeline. The
86 Property is more fully described as a portion only of the real property conveyed to **GRANTOR**
87 by Partial Decree of Distribution for the Estate of Dora E. Geprags, dated December 2, 1991, and
88 recorded on January 14, 1992 at Book 80, Page 106 of the Town of Hinesburg Land Records.
89 Exhibit A attached to this Deed of Easement depicts the location of the Easement Area and the
90 temporary easements and work space ("Temporary Areas") on the Property.
91

92 The permanent Easement Area will be fifty (50) feet in width, extending in total twenty-five (25)
93 feet on each side of the pipeline's centerline as initially installed, except where the permanent
94 pipeline is otherwise depicted on the plan attached as Exhibit A based on demarcation completed
95 by VGS before construction at its sole cost and expense. If the pipeline is relocated at a future
96 date, the pipeline will remain within the fifty (50) foot wide Easement Area as established by the
97 original installation.

98
99 VGS is further granted rights and easements over such portions of the Property during regular
100 park hours to engage only in certain restoration and enhancement activities with respect to
101 Geprags Park, all as described more fully herein in connection with the Conservation Plan and
102 Golden-Winged Warbler Protection Plan and as may be modified in accordance with requests of
103 the Hinesburg Conservation Commission from time to time.

104 105 III. TERMS AND CONDITIONS

106
107 Execution and delivery of this Deed of Easement are subject to observance by VGS of the
108 following terms and conditions, all which are accepted and acknowledged as evidenced by
109 VGS's signature below.

- 110
- 111 1. Protecting Park Uses and Quality. In construing the rights and easements granted hereunder,
112 VGS shall at all times be focused to the greatest extent practicable on preserving, protecting,
113 and enhancing the existing recreational and educational uses of Geprags Park and the quality
114 of the foregoing, without compromising the public safety and environmental standards
115 required for safe construction and operation of the pipeline. VGS's right to construct,
116 operate, maintain, repair, and replace the pipeline shall be accomplished by reducing the
117 extent and duration of any impacts, while restoration and enhancement activities shall be
118 undertaken using reasonable care and judgment of industry professionals, affording
119 substantial deference to the Town's recommendations. Any judicial or administrative
120 tribunal interpreting this Deed of Easement shall look to this Section 1 in resolving any
121 conflicts.
 - 122
123 2. Conservation Commission. VGS shall coordinate and communicate with the Town
124 Conservation Commission through the office designated by the Select Board, as the
125 municipal entity charged with maintenance and preservation of Geprags Park in accordance
126 with its authority under 24 V.S.A. § 4505, and subject to general oversight by the Select
127 Board, on matters relating to the initial construction of the pipeline, placement of pipeline
128 markers, and associated restoration and enhancement activities as set forth herein, and shall
129 wherever practicable accept the recommendations and directions of the Commission related
130 to the foregoing. Once initial construction is complete, VGS shall furnish to the
131 Conservation Commission periodic reports concerning any maintenance, repair, or
132 replacement activities in the Easement Area and shall meet with the Commission at least
133 annually at the invitation of the Commission. Any dispute or disagreement between the
134 Commission and Vermont Gas shall first be brought to the Select Board for review prior to
135 any enforcement action being sought.
- 136

137 3. Rights for Construction and Operation of Pipeline. VGS will have the right to engage in
138 actions and activities consistent with the use of the rights and easements hereby granted
139 including, but not limited to

140
141 a. the right, during and in preparation for the initial construction and maintenance of
142 the pipeline and any related facilities or appurtenances, to temporarily place and
143 store materials and equipment within the Easement Area, and within the
144 Temporary Areas during initial construction, outside of wetland and wetland
145 buffers, provided that VGS remove any placed or stored materials and equipment,
146 and return any lands used for those purposes to their previous condition, promptly
147 and as soon as practicable after the completion of the construction or
148 maintenance;

149
150 b. within the Easement Area, the Temporary Areas during the pipeline's initial
151 construction, and immediately adjacent areas as necessary to eliminate a potential
152 threat to the pipeline's integrity or maintaining the pipeline in safe condition, the
153 option to cut down, remove, and keep cleared such trees, underbrush, and
154 vegetation as in VGS'S judgment may interfere with or endanger the operation or
155 maintenance of the pipeline and any related facilities or appurtenances with
156 appropriate notice and/or consultation with the Town's Conservation
157 Commission, and in accordance with the Warbler Protection Plan referenced in
158 Paragraph 13 below; and

159
160 c. the right, during the pipeline's construction to install, and thereafter maintain or
161 expand or repair as necessary, both within and immediately adjacent to the
162 Easement Area and Temporary Areas, the erosion prevention and sediment
163 control measures as in VGS's judgment are reasonable and necessary to complete
164 initial installation of the permanent pipeline and any temporary pipeline and to
165 comply with the requirements of the Project's state and federal water quality
166 permits, with appropriate notice and/or consultation with the Town's
167 Conservation Commission.

168
169 4. Non-Exclusivity; Construction Sequencing. The Easement shall be non-exclusive, so that
170 VGS may not exclude members of the public from continuing to access the Easement Area
171 both during and after initial construction, save for periods where, in the reasonable judgment
172 of Vermont Gas, construction or public safety conditions require temporary exclusion of
173 individuals or groups to render adequate service to the public. During initial construction of
174 the pipeline, Vermont Gas shall work with the Conservation Commission to sequence
175 construction so as to allow for continued access to the Hill Spur trail via existing and
176 alternate routes, provided that the foregoing can be accomplished without unnecessarily
177 prolonging the timing of construction. Any subsequent exercise by VGS of a right of
178 temporary exclusion of the public from the Easement Area shall be tailored toward
179 preserving public trail access to the Hill Spur trail and any future trails to the greatest extent
180 practicable, and to restoring full public access as expeditiously as safely possible.

181

- 182 5. Aboveground Appurtenances. Notwithstanding anything contained in this Deed of Easement
183 to the contrary, VGS will not construct any above-ground appurtenances on the Easement
184 Area, except for mandatory and lawfully-required safety and operational appurtenances
185 necessary for the pipeline's safe operation, including pipeline markers and cathodic test
186 leads. VGS will not install above-ground valve sites, compressors, fences or gates, or any
187 other similar above-ground pieces of equipment within the Easement Area or elsewhere in
188 Geprags Park. GRANTOR, acting by and through the Hinesburg Conservation
189 Commission, and VGS will mutually agree on the location of pipeline markers and other
190 surface-based structures prior to installation to minimize the disruption to the Property, while
191 observing legal and safety requirements related to placement of such structures. If cathodic
192 test leads are required, VGS shall seek to flush-mount any such leads to existing approved
193 pipeline markers to reduce the total number of aboveground structures as much as possible.
194
- 195 6. Depth of Pipeline. VGS will bury all its subsurface facilities to a minimum of at least forty-
196 eight (48) inches below the surface of the ground, measured from the top of the subsurface
197 facilities to the surface of the ground, except in continuous rock areas where the minimum
198 depth will be at least twenty-four (24) inches below the surface of the ground, measured from
199 the top of the subsurface facilities to the surface of the ground. In areas where continuous
200 rock requires VGS to install the subsurface facilities at a depth of less than forty-eight (48)
201 inches below the surface of the ground, measured from the top of the subsurface facilities to
202 the surface of the ground, VGS will deliver to GRANTOR an as-built alignment sheet
203 showing the location and depths on the subsurface facilities on the Property.
204
- 205 7. Temporary Areas. The easement for Temporary Areas will terminate upon VGS'S
206 completion of pipeline installation and remediation activities no later than 2 years from the
207 date of this easement. After termination of the easement for Temporary Areas, before
208 conducting any pipeline construction, maintenance, or operations in the Temporary Areas or
209 outside the Easement Area, VGS must acquire a separate temporary construction easement or
210 approval from GRANTOR, in compliance with the Order of Condemnation in the above-
211 referenced docket.
212
- 213 8. Fencing and Gates. GRANTOR further covenants and agrees to consult with VGS and
214 obtain VGS's consent (not to be unreasonably withheld, conditioned, or delayed) before
215 installing or substantially changing any fence or gate within or near the Easement Area
216 and/or within the Temporary Areas during the pipeline's construction. VGS will replace any
217 fence or gate removed as a result of the pipeline's construction, repair, or maintenance.
218 GRANTOR and VGS will each have its own set of keys or lock combination for any gates
219 installed in the fencing in order to preserve at all times each party's respective rights of
220 access.
221
- 222 9. Access. VGS will enter upon the Easement Area and Temporary Areas only from limited
223 existing access points where the Easement Area and/or Temporary Areas meet the Property's
224 boundaries (i.e., Shelburne Falls Road to the south of Geprags Park, and property to the north
225 of Geprags Park presently owned by Ballard). In accessing the Easement Area and/or
226 Temporary Areas, VGS covenants:
227

- 228 a. that the rights and easements are exercised in a careful manner, with any damage
229 to areas outside the Easement Area being restored in accordance with the terms
230 and conditions herein (and with VGS to promptly bear costs of or the
231 responsibility to repair any and all damages to any other property caused by VGS;
232
233 b. that it will employ best efforts to minimize inconvenience to GRANTOR and any
234 users of the Property; and
235
236 c. that it will refrain from using ATVs; and
237
238 d. that it will not allow the use of other non-Vermont Gas vehicles, except where
239 related to construction, maintenance, repair, or removal of the pipeline or
240 implementation of the conservation and warbler management plans.
241

242 VGS may traverse other areas of the Property to access the Easement Area and/or Temporary
243 Areas only in exigent circumstances posing a significant risk to public safety or to prevent
244 damage to the Property or the pipeline.
245

246 10. Restoration; Remediation. VGS will replace soils disturbed by construction to pre-
247 disturbance surface levels in accordance with Section 3 of the Vermont Agency of
248 Agriculture, Food and Markets’s “Reclamation of Vermont Primary Agricultural Soils” in
249 effect on October 26, 2015. Stripped topsoil will be segregated to prevent mixing with
250 subsoil in agricultural soil areas and wetlands. Excavated agricultural and wetland soils will
251 be replaced in their respective areas after construction with topsoil as the uppermost layer;
252 subsoil in trenches will be compacted to approximate its original density and these areas
253 graded and reseeded in accordance with the requirements of Docket 7970 and any other
254 relevant governmental approvals. The Easement Area and Temporary Areas will be de-
255 compacted with a subsoiler following installation of the pipeline. VGS will refill any trench
256 dug during the pipeline’s construction and installation with the soil removed and level the
257 trenched areas to the existing surface level of the ground adjacent to the trenched areas. VGS
258 will excavate and restore affected areas of the Property in accordance with the requirements
259 of VGS’ Certificate of Public Good and all permits and other approvals related to the
260 pipeline. VGS will clean up and remove all construction debris from the Property after the
261 pipeline’s construction. VGS will not leave any dirt piles or ditches on the Property after the
262 pipeline’s construction or anytime thereafter. Where VGS disturbs the surface of the
263 Property following initial construction and restoration, whether inside the Easement Area or
264 elsewhere, VGS will, as much as reasonably possible, remediate the Property’s surface to as
265 good a condition as existed before the disturbance. Remediation will include re-seeding
266 (using the specified seed mixes in the approved VGS erosion protection and sediment control
267 plans, and where feasible taking into account the recommendations of the Conservation
268 Commission to the extent consistent with existing permits) of all areas of the Property
269 disturbed in accordance with the requirements of VGS’ Certificate of Public Good and all
270 permits and other approvals related to the project.
271

272 11. Continued Use of Property for Educational, Recreational, and Municipal Purposes.
273 GRANTOR hereby reserves the right to continue to use and enjoy the Property in a manner

274 that is consistent with the restrictive covenant for educational, recreational, and municipal
275 uses, and which will not prevent, or interfere with, **VGS'S** use of the Easement Area and
276 Temporary Areas, except as otherwise described in this Deed of Easement. **GRANTOR'S**
277 uses may include, but will not be limited to, using the Easement Area and Temporary Areas
278 for educational, recreational, agricultural, open space, set-back, density, trails, unpaved
279 roadways and utility purposes, provided, however, that

- 280
- 281 a. the installation and use of trails, unpaved roadways, and utilities will not
- 282 unreasonably interfere with **VGS'S** pipeline within the Easement Area;
- 283
- 284 b. **GRANTOR**, the Hinesburg Conservation Commission, and/or their respective
- 285 agents, successors and assigns will consult with and obtain written consent from
- 286 **VGS** before beginning any work on the trails, unpaved roadways and utilities,
- 287 which consent **VGS** will not unreasonably withhold, condition, or delay;
- 288
- 289 c. **GRANTOR** will construct the trails, unpaved roadways, utilities, and related
- 290 improvements as perpendicular to the Easement Area as is reasonably practicable;
- 291 and
- 292
- 293 d. **GRANTOR** will install any utilities with at least twelve (12) inches vertical
- 294 separation from the pipeline.
- 295

296 Trails, unpaved roadways and utilities will be installed and maintained by **GRANTOR**, its
297 agents, successors, and assigns at their sole cost and risk; provided, that **VGS**, its successors
298 and assigns, will bear costs and risks of (i) monitoring **GRANTOR'S** installation and
299 maintenance of the trails, unpaved roadways and utilities where they cross the Easement
300 Area; and (ii) in construction and maintenance of **VGS'S** pipeline where it overlaps with any
301 pre-existing easements for utilities, the utilities themselves and related appurtenances, such
302 as water pipes and lines, wastewater pipes and lines, and electrical transmission lines and
303 related appurtenances.

304

305 **12. Restrictions on Structures and Objects in Easement Area.** Except where explicitly provided
306 for in this Deed of Easement, **GRANTOR** covenants and agrees not to construct, install, or
307 permit the construction or installation of any structures or objects of any kind upon or under
308 the surface of the Easement Area and Temporary Areas, not to store or place any objects
309 within the Easement Area and Temporary Areas, and not to change the elevation of the
310 Easement Area and Temporary Areas, without **VGS's** prior written agreement or approval,
311 which **VGS** may withhold or condition in its reasonable discretion. The preceding
312 restrictions on **GRANTOR'S** use of the Temporary Areas will end with the termination of
313 the easement for Temporary Areas.

314

315 **13. Golden-Winged Warbler Protection Plan.** **VGS** shall at all times comply with the written
316 plan for the protection and enhancement of Golden-Winged Warbler habitat in the vicinity of
317 the pipeline (located west of the Easement Area), developed and in future revised in
318 collaboration with Audubon Vermont, together with the Conservation Commission (the
319 "Warbler Protection Plan"). This plan will exceed the standards of the vegetation

320 management plan elsewhere in the Project. For avoidance of doubt, the Warbler Protection
321 Plan includes the following:
322

- 323 a. Scheduling of work (including initial construction, maintenance, repair, and
324 replacement) to avoid disruption of nesting;
325
 - 326 b. Prohibiting construction and disruptive maintenance / repair activities between
327 April 15 and July 31, except for emergency situations, unless a site survey by
328 Audubon Vermont in early July of each year indicates no evidence of nesting
329 activity;
330
 - 331 c. Planting of woody shrubs at the boundaries of the Easement Area to enhance the
332 habitat specific to the Warblers, as well as additional shrubs inside the Easement
333 Area as depicted on the “Riparian Zone Vegetation Management Plan” Sheet S-1,
334 Dated 12/6/2012, attached as Exhibit B;
335
 - 336 d. Implementing a corridor maintenance plan consistent with preservation and
337 enhancement of the existing habitat to the greatest possible extent, taking into
338 consideration requirements for monitoring and maintenance of the pipeline.
339
 - 340 e. Ensuring that any mowing in the corridor is conducted outside of the Warbler
341 nesting season.
342
 - 343 f. Maintaining a post-construction monitoring plan to determine impacts, if any, on
344 the use of the area in the vicinity of the pipeline by Warblers.
345
 - 346 g. Providing for habitat quality and ecological character directed to support other
347 plant and animal species.
348
- 349 14. Prior Notification for Maintenance Work. Following initial construction of the pipeline,
350 except in exigent circumstances posing a risk to public safety, VGS will notify GRANTOR
351 and the Hinesburg Conservation Commission in advance of any work or maintenance in
352 the Easement Area and/or Temporary Areas. Notification will include the expected dates and
353 purpose of planned work. Dates of work may shift to account for unexpected weather or
354 scheduling issues. Post-construction land disturbance involving non-emergency
355 maintenance, repair and replacements involving significant disturbance shall take place in
356 consultation with the Conservation Commission and, unless upon terms agreed upon by the
357 Conservation Commission and VGS, shall take place outside of the warbler nesting season
358 that takes place from April 15 through July 31, and in dry conditions to the extent reasonably
359 possible. Any damage caused by these activities whether in the Easement Area or other areas
360 of the Property will be promptly repaired by VGS at its sole expense. If any such work will
361 require disturbance to the Hill Spur trail or any future trails, VGS shall coordinate in advance
362 with the Conservation Commission to prepare an alternate means of access.
363
- 364 15. Conservation Plan. VGS, working with the Conservation Commission, shall at the outset of
365 construction develop and implement a Conservation Plan that will include material assistance

366 in attempting to enhance and improve the trail system for the Hill Spur in order to allow for
367 improved access to the section of the Property affected by the pipeline's construction.
368 Following initial construction of the pipeline, Vermont Gas will consider modest, reasonable
369 annual requests for funding where specific management options may benefit the ecology in
370 and proximate to the corridor. The foregoing is referred to hereinafter as the "Conservation
371 Plan."

372
373 16. No Herbicides. At no time will VGS use herbicides in exercising its rights hereunder, except
374 as may be required by permitting authorities to prevent the spread of invasive species. In
375 instances where permitting authorities provide various options for herbicides to stop the
376 spread of invasive species, VGS shall consult with the Conservation Commission in advance
377 to select which herbicides to employ, methods of application, and means for advance public
378 notice.

379
380 17. Avoidance of Trash; Conduct of VGS Representatives. VGS will maintain the Easement
381 Area and Temporary Areas clean of all litter, trash, and debris created by VGS during
382 periods of construction, repair, or removal. VGS will only use the Easement Area and
383 Temporary Areas for the purposes specified in this Deed of Easement. VGS, its officers,
384 agents, employees, contractors, invitees, guests, or representatives are strictly prohibited
385 during the conduct of official business from hunting, fishing, and other recreational activities
386 in the Easement Area and Temporary Areas, or anywhere on the Property, and from bringing
387 firearms on to the Easement Area and Temporary Areas, or anywhere on the Property.
388

389 18. Permit Compliance; Environmental Hazards. VGS shall at all times remain in compliance
390 with the terms and conditions of all permits, including those issued by federal and state
391 authorities with respect to wetland impacts, water quality protection, and environmental
392 protection, as well as the applicable terms and conditions of the Certificate of Public Good in
393 Docket 7970 (and any future dockets that may be opened with respect to the pipeline). The
394 responsibility to observe all permit conditions as set forth herein, including those protecting
395 water quality and avoiding releases of hazardous materials shall apply to the entire Property,
396 and not only to the Easement Area.
397

398 19. Public Safety. VGS shall immediately notify GRANTOR of any significant condition(s) on
399 the Property posing imminent danger to persons or property, if VGS becomes aware of such,
400 including to livestock or any other animals, resulting from VGS'S operations on the
401 Property. VGS shall notify GRANTOR in accordance with Hinesburg's Local Emergency
402 Operations Plan.
403

404 20. Indemnification of Grantor. VGS agrees to indemnify and hold GRANTOR harmless from
405 any claims, losses, damages, demands, costs, or actions arising from construction,
406 maintenance, and use of the pipeline and related facilities and appurtenances pursuant to this
407 Deed of Easement, regardless of whether the action occurs within the Easement Area or
408 elsewhere in Geprags Park, and to the exercise of all rights granted hereunder, except to the
409 extent that any claim or action results principally from the intentional, reckless, or grossly
410 negligent acts or omissions of GRANTOR, its agents, licensees or invitees, or based on
411 GRANTOR'S violation of this Deed of Easement's material terms and conditions

412 prohibiting new structures or objects in the Easement Area. For purposes of this Deed of
413 Easement, failure by GRANTOR, its agents, licensees, or invitees to abide by the
414 requirements of the Vermont Dig Safe® program (or any successor program for excavation
415 safety near pipelines) shall constitute gross negligence.
416

417 21. Enforcement. By virtue of the Order of Condemnation in the above-referenced Docket, the
418 Public Service Board will have continuing jurisdiction to enforce the terms and conditions of
419 this Deed of Easement against VGS, its successors and assigns, including through exercise of
420 injunctive relief where necessary to ensure compliance.
421

422 22. Assignment and Abandonment. VGS and its successors and assigns will have the right to
423 assign to others, in whole or part, any or all of the rights and easements in this Deed of
424 Easement, provided that in the event of an assignment, the assignor will notify GRANTOR
425 in writing within thirty (30) days of the assignment. If the Easement is abandoned, VGS, its
426 successors and assigns, will, at their sole cost and expense, quitclaim to GRANTOR, its
427 heirs, successors, and assigns, any easement rights in this Deed of Easement conveyed to
428 VGS. For purposes of this provision, “abandoned” will mean that the Vermont Public
429 Service Board or its successor has issued a final and binding determination that VGS has
430 abandoned the Easement. In all cases of abandonment, VGS will be permitted to leave in
431 place any underground structures or facilities associated with the Easement Area, if
432 abandonment will create less disturbance than removal. All above-ground appurtenances that
433 are not necessary for safety or required by law or rule shall be removed.
434

435 23. Hazardous Materials. GRANTOR makes no representation or warranty as to the existence
436 of any condition on the Property related to hazardous wastes and/or toxic substances, nor
437 regarding any spill or release of any hazardous substance and/or toxic waste during or before
438 **GRANTOR’S** ownership of the Property, except that GRANTOR is not personally aware of
439 the presence of hazardous wastes and/or toxic substances on the Property.
440

441 24. Amendments or Waivers. No amendment or waiver of any provision of this Deed of
442 Easement shall be effective unless in writing and signed by the parties hereto.
443

444 25. Severability. In the event that any one or more provisions of this Deed of Easement shall be
445 or become invalid, illegal, or unenforceable in any respect, the validity, legality or
446 enforceability of the remaining provisions of this Deed of Easement shall not be affected.
447

448 TO HAVE AND TO HOLD, with all right and title in and to said quitclaimed Easement Area
449 and Temporary Areas for enjoyment of the rights and easements set forth herein, unto VGS and
450 its successors and assigns forever (and for 2 years in the case of the Temporary Areas); and
451 furthermore GRANTOR, for itself and its successors and assigns, covenant with VGS and its
452 successors and assigns that from and after the ensealing of these presents GRANTOR, together
453 with its successors and assigns, will have and claim no right in or to said quitclaimed Corridor,
454 with VGS accepting whatever interest GRANTOR might have in and to the premises in its
455 condition as of the date of the petition in the above-referenced Public Service Board docket. The
456 foregoing will be binding upon and will inure to the benefit of the respective executors,
457 administrators, heirs, successors and assigns of GRANTOR and VGS. The foregoing will be

V.06.03

458 binding upon and will inure to the benefit of the respective successors and assigns of
459 GRANTOR and VGS.

460

461

[Signature and acknowledgement pages follow]

462

Draft

463 IN WITNESS WHEREOF, GRANTOR has set its hand this ___ day of _____, A.D.,
464 2016.

465
466 GRANTOR

467
468 TOWN OF HINESBURG, VERMONT

469
By: Hinesburg Select Board

By: Hinesburg Conservation Commission

By: _____

Signature

Print name: _____

By: _____

Signature

Print name: _____

470
471 STATE OF VERMONT)
472 COUNTY OF CHITTENDEN)ss.:

473
474 On the ___ day of _____, 201___, before me, _____, Notary Public, personally
475 appeared _____, known to me
476 (or proved to me on the basis of satisfactory evidence) to be the person whose name is
477 subscribed in the within instrument and acknowledged to me that he/she executed the same in
478 his/her authorized capacity, and that by his/her/their signature on the instrument, the person(s)
479 executed the instrument as his/her/their free act and deed and the free act and deed of the entity
480 shown above.

481
482
483 _____
484 Notary Public

485 My Commission Expires: ___/___/___

486 STATE OF VERMONT)
487 COUNTY OF CHITTENDEN)ss.:

488
489 On the ___ day of _____, 201___, before me, _____, Notary Public, personally
490 appeared _____, known to me
491 (or proved to me on the basis of satisfactory evidence) to be the person whose name is
492 subscribed in the within instrument and acknowledged to me that he/she executed the same in
493 his/her authorized capacity, and that by his/her/their signature on the instrument, the person(s)
494 executed the instrument as his/her/their free act and deed and the free act and deed of the entity
495 shown above.

496
497
498 _____
499 Notary Public

500 My Commission Expires: ___/___/___

501 ACCEPTED AND ACKNOWLEDGED:

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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 attached]

16658598.5

Draft