

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that the **Duncan Hermanson Corporation**, a Vermont corporation with its principal place of business in Bristol, Vermont, Grantor, in consideration of TEN AND MORE DOLLARS paid to its full satisfaction by the **Town of Bristol**, a Vermont municipality situated in the County of Addison, State of Vermont, Grantee, and its successors and assigns, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantee, **Town of Bristol**, its successors and assigns, a perpetual easement 20 feet in uniform width, for the purpose of constructing, installing, repairing, maintaining, inspecting, operating, reconstructing, replacing and removing a water line or lines, together with the necessary appurtenances used in connection therewith, on, under and through the following property:

Being a strip of land, twenty feet (20') in uniform width, depicted on a plan entitled "Mountain Terrace to New Reservoir - Plan and Profile - Sta. 12+30 to Sta. 24+78 - Water System Improvements Contract #4 - Town of Bristol, Vermont", prepared by Brent C. Whitney, Green Mountain Engineering dated April 6, 1995 with Plot Date of May 9, 1995, and last revised July 20, 1995, recorded in Volume N/A Page 214 of the Town of Bristol Land Records. Said strip of land extends from the westerly boundary of lands and premises depicted on said plan as "Lands of Town of Bristol" in a generally westerly direction to the public highway known as Mountain Terrace, so-called.

Also included is a temporary easement for the construction of the waterlines and other improvements to be constructed within the permanent easement described above, said temporary easement being on, under and through a strip of land fifty feet (50') in uniform width surrounding the permanent easement described above, as depicted on the above-referenced plan, except that portion of the temporary easement adjacent to Mountain Terrace shall be bounded by lands and premises now or formerly of Catherine H. Bailey and shall be less than fifty feet (50') in width.

Also included is a temporary easement for the construction and improvement of the "Reservoir Access Road," said temporary easement extending on, under and through a strip of land fifteen feet (15') in uniform width following the course of the "Reservoir Access Road" as depicted on the above referenced plan. Said temporary easement is intended to alter and improve the "Reservoir Access Road" to allow for the passage of heavy equipment necessary for the construction of the Town of Bristol water system improvements. Upon completion of all construction and improvements to the access road, the road shall be left in a condition as depicted and designated on the above referenced plan.

Both of the temporary easements granted herein shall terminate and be of no further force and effect on July 1, 1996.

Nothing contained herein shall in any way limit or restrict the right of the Grantor to cross and re-cross the area lying within the perpetual easement for any and all purposes limited only to the extent that the Grantor shall not perform any excavation within the easement area that would interfere with the waterline and will not construct or maintain any improvements over the easement area that would unduly interfere with the ability of the Grantee to excavate within the easement area. In its use of the easement area, Grantee shall maintain a minimum of 6 feet of cover over the water line.

53

By the acceptance of the conveyance hereunder, the Grantee, for itself, its successors and assigns, covenants and agrees with the Grantor, its successors and assigns, as follows:

1. The Grantor may use its lands adjacent to the easement area for any and all purposes including, but not limited to, forestry, timber management, silviculture, agriculture, and commercial and residential development, without interference. Said uses shall be subject to any and all necessary approvals from applicable federal, state and municipal land use, zoning and similar regulating bodies.
2. The Grantee shall maintain the roadway, including performing such acts as is necessary to insure adequate ditching and drainage, so that the roadway is adequate for travel at all times of the year. Said maintenance shall not include snowplowing, but shall include all acts as are necessary to maintain a good and sufficient road bed throughout all seasons of the year, including replacing gravel or repairing the road bed as is necessary.
3. Grantor shall have the right to relocate the existing "access road" provided only that should it undertake to relocate the road, that it will fully complete and perform such relocation at its own cost and expense and further, that such relocation shall be accomplished in such a way so as to provide sufficient access to the lands of the Grantee. Further, that the roadway shall be in as good or better condition than that of the roadway which it replaced. Said relocation shall be subject to any necessary zoning or land use approval.

Being a portion of the lands and premises conveyed to the Grantor in the following:

1. Warranty Deed from Raymond A. Cook, Mary Ann Cook and Gregory E. Merrill dated October 23, 1987 and recorded in Volume 63 Page 167 of the Town of Bristol Land Records.
2. Warranty Deed from Raymond A. Cook, Mary Ann Cook and Gregory E. Merrill dated October 23, 1987 and recorded in Volume 63 Page 172 of the Town of Bristol Land Records.

In the above referenced Warranty Deeds, the herein Grantor, Duncan Hermanson Corporation, was referred to as "Duncan Hermanson Corp."

In the exercise of the easements granted hereunder, Grantee agrees to remove all stumps and debris from the site and from lands of the Grantor.

The above described lands and premises may be subject to easements and rights of way recorded in the Town of Bristol Land Records.

The herein conveyed easement is not located on lands and premises conveyed to Duncan Hermanson Corporation by Warranty Deed of Michael J. Brown and Debra A. Brown dated April 22, 1978 and recorded in Volume 64 Page 174 of the Town of Bristol Land Records.

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

The Merchants Bank hereby joins in this conveyance to release the herein conveyed easements and rights of way from the Mortgage Deed from Duncan Hermanson Corporation to The Merchants Bank dated October 23, 1987 and recorded in Volume 63 Page 178 of the Town of Bristol Land Records.

In the exercise of its rights hereunder, the Grantee shall promptly restore any disturbed lands to its condition prior to entry, at its own cost and expense, immediately after completion of said disturbance, including seeding and mulching where necessary. In the event that the Grantee fails to restore the lands as provided for herein, then in that event after written notice of its failure to do so and providing an additional 45 day period in order to so restore said lands, the Grantor may undertake to restore the lands as may be necessary and shall be entitled to receive the costs of restoration and to the costs of enforcement including a reasonable attorneys fee.

The Grantee shall install a gate at the termination of Mountain Terrace, so-called and at the inception of the access road. The Grantor shall have free and unimpeded access through said gate together with the right to remove or replace the gate in the future should Grantor in its own discretion deem such removal or replacement desirable.

The predecessors of the Grantor have conveyed the following lands and easements to the Grantee or its predecessors and the Grantee certifies that other than those listed below that the above described lands are subject to no easements or other rights of way benefiting the Grantee:

1. T.S. Drake to the Village of Bristol, dated June 30, 1905 and recorded in Volume 20 at Page 568 of the Bristol Land Records.
2. Thomas S. Drake to the Village of Bristol, dated June 30, 1905 and recorded in Volume 20 at Page 247 of the Bristol Land Records.

In the event and at such time as the reservoir and/or the pipelines lying within the area of the easements described and conveyed above are no longer used for a public water supply, then in that event, the easements burdening Grantor's land shall revert to the Grantor, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights and easements, with all the privileges and appurtenances, thereunto belonging, unto the use of said Grantee, **Town of Bristol**, its successors and assigns forever, and the Grantor does hereby covenant with the Grantee and its successors and assigns, that it is lawfully seized in fee simple of the granted premises, that they are free from all encumbrances, that they have good right to sell and convey the same and will warranty and defend the same to the Grantee and its successors and assigns forever against the claims and demands of all persons. The foregoing shall be binding and inure to the benefit of the respective, heirs administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Duncan Hermanson Corporation has caused its name to be hereunto subscribed, at Bristol, in the County of Addison, State of Vermont, this 21st day of July, 1995 by the hand of William R. Sayre, its agent duly authorized.

IN PRESENCE OF:

Duncan Hermanson Corporation

Jennifer A. Clark
Witness

By: William R. Sayre
William R. Sayre
Agent Duly Authorized

Patricia L. McMahon
Witness

State of Vermont
Addison County, SS

At Bristol, this 21 day of July, 1995, **William R. Sayre** personally appeared and he acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Duncan Hermanson Corporation.

Before me: Jennifer A. Clark
Notary Public

IN WITNESS WHEREOF, Merchants Bank has caused its name to be hereunto subscribed, at Bristol, in the County of Addison, State of Vermont, this 21st day of July, 1995 by the hand of Christine M. Collette, its agent duly authorized.

IN PRESENCE OF:

Merchants Bank

Lucille M. Jimmo
Witness

By: Christine M. Collette
Agent Duly Authorized

Jennifer A. Clark
Witness

State of Vermont
Addison County, SS

At Bristol, this 21 day of July, 1995, Christine M. Collette personally appeared and he/she acknowledged the foregoing instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Merchants Bank.

Before me: Jennifer A. Clark
Notary Public

TOWN CLERK'S OFFICE, BRISTOL VT

Rec'd July 21 1995 at 12 o'clock 15 minutes

P. M this instrument for record, and recorded in

Vol. 81 Page 52-55 of Bristol Land Records.

Attest: Madeline Davis Town Clerk Asst

ajohn/duncan.hrm/qcdeed.eas

Revised: 7/21/95

Vermont Property Transfer Tax 32 V.S.A. Chap. 231

—ACKNOWLEDGMENT—

Return Rec'd. - Tax Paid - Board of Health Cert. Rec'd.
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 96-42

Signed: Madeline Davis, Clerk Asst

Date: July 21, 1995