

APPENDIX D:
EASEMENT TEMPLATE FOR WATER LINES OUTSIDE OF THE PUBLIC ROW

WATERLINE QUITCLAIM DEED AND EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that _____
_____ of Bristol, in the County of Addison, and State of Vermont (Grantors), for good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the TOWN OF BRISTOL, a Vermont municipality situated in the County of Addison, and State of Vermont (Grantee) and its successors and assigns, an easement or easements in perpetuity, thirty-three feet (33') in uniform width, for the purpose of installing, repairing, maintaining, restoring, and/or replacing waterlines, together with all appurtenances thereto, on, under, and through the following property:

This waterline easement shall extend 16.5 ft. on each side of the [4-inch] waterline which is connected to the existing water main of the Town of Bristol located in the highway right-of-way of [_____ Road]. The easement for this [4-inch] waterline shall have a total width of 33 ft. The [4-inch] waterline runs generally parallel to and along the east side of _____ and is depicted on the Site Plan dated _____ prepared by _____, which is recorded in the land records of the Town of Bristol in hanger _____. The purpose of this [4-inch] waterline is to serve the lands and premises of the _____ of the _____ approved by the subdivision permit decision of the Development Review Board of the Town of Bristol dated _____.

Being a portion of the land and premises conveyed to _____ by _____ dated _____ and recorded in Book ___, Page ___ of the 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.

Grantor, and its successors and assigns, shall have the right to make use of the surface of the land subject to this right-of-way easement such as shall not be inconsistent with the use of the easement by the within Grantee, but specifically shall place no structures, landscaping, or other improvements within said right-of-way easement which shall prevent or interfere with the

Grantee's ability to exercise its rights granted hereunder.

The Grantee, Town of Bristol, for itself and its successors and assigns agrees that any premises affected by its entry pursuant to this right-of-way easement shall be restored to grade, seeded, and mulched. If Grantor or its successors or assigns, including without limitation the owners of Lots [x, y, or z], installs any improvements, trees, or landscaping in the waterline easement area which the Town of Bristol needs to remove in order to gain access to the [4-inch] waterline for maintenance, repair, or replacement, the Town of Bristol shall have no duty or obligation to restore the such improvements after the completion of the Town's work related to the [4 inch] waterline.

TO HAVE AND TO HOLD said granted premises, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its own use and behoof forever; and the Grantor, for itself, its successors and assigns, does covenant with the Grantee, its successors and assigns, that until the ensealing of these presents Grantor is the sole owner of the lands and premises and has good right and title to convey the same in the manner aforesaid, that the lands and premises are FREE FROM EVERY ENCUMBRANCE; and Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever.

DATED at _____, Vermont this _____ day of _____, _____.

[Name, Title, Representative]

STATE OF VERMONT

ADDISON COUNTY, SS

This record was acknowledged before me on [Click or tap here to enter text.](#)
_ 2025, by _____,

_____, Notary Public
My Commission Expires: 1/31/2025
Notary Stamp: