

## EASEMENT DEED FOR PERMANENT ACCESS

### KNOW ALL PERSONS BY THESE PRESENTS:

That the **TOWN OF GEORGIA**, a Vermont municipality situated in the County of Franklin and State of Vermont, (hereinafter called “Grantor”,) for and in consideration of the sum of Ten Dollars and other valuable consideration, paid to it by **VERMONT TRANSCO LLC**, a Vermont Limited Liability Company duly authorized and existing according to law, with its offices and principal place of business in the Town of Rutland, in the County of Rutland and State of Vermont, (hereinafter, together with its successors and assigns, called “Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement of ingress and egress, from time to time, across lands of the Grantor to other property, whether or not immediately adjacent to lands of the Grantor, to access the facilities of the Grantee with equipment, machinery, trucks and other vehicles, said right-of-way and easement being upon, over, through and across a certain strip of land owned by the Grantor in the Town of Georgia in the County of Franklin and State of Vermont, hereinafter referred to as the “Easement Area”, and bounded and described as follows:

A strip of land running generally westerly direction for approximately 979’ in length and varying between 25’ and 35’ wide, better defined and depicted as “Proposed Access Easement Centerline (25’ Width)” on a survey plat titled “Plat Showing Proposed Vermont Transco LLC Access Easement Over Lands Of Town Of Georgia, Silver Lake Road, Town of Georgia, Franklin County, State Of Vermont” prepared by Vermont Survey and Engineering, Inc. on 10/22/2024 and recorded at \_\_\_\_\_ of the Georgia Town Land Records.

Title to the foregoing Easement Area was acquired by Warranty Deed of John K. Moseley and Christopher D. Moseley to Town of Georgia dated February 28, 2017 and recorded in Volume 297, Page 219 of the Town of Georgia Land Records.

The property is subject to certain development rights for conservation and restrictions further described in a Grant of Development Rights, Conservation Restrictions, and Public Access Easement, granted by the Town of Georgia to the Vermont Land Trust, Inc. and the Vermont Housing and Conservation Board, on February 28, 2017 and recorded in Volume 297, Page 222-232 of the Town of Georgia Land Records (the “Grant”).

The above property is subject to any easements and instruments of record.

The Grantee shall have the right within the Easement Area to cut trees, brush, and remove rocks, and other obstructions, fill depressions, roughly grade the surface of the access route, install drainage ditches and other erosion control measures, place temporary construction mats, and lay down suitable material for access, provided it gives written notice to Grantee as soon as reasonably practicable prior to such entry. Grantee covenants that said access rights will be exercised in a reasonable manner and any damage to the land within the Easement Area caused by the Grantee or its agents will be restored to its prior condition without such access improvements installed by the Grantee. Grantee further agrees to indemnify, defend and hold harmless the Grantor, and Grantor’s board members, managers, administrators, employees, agents, successors and assigns, from and against any claim, cause, suit, loss, damage, settlement, judgment, or order (including attorneys’ fees and costs) arising from Grantee’s use of the herein conveyed easement, including but not limited to claims for bodily injury, property damage and/or any losses resulting therefrom.

The Grantor hereby covenants that no building, line, conduit, dam, lake, pond, or any other structure, material or thing will be erected or placed within the limits of or upon the Easement Area which, in the judgment of the Grantee, might interfere with the exercise of the rights hereby granted. Grantor retains the right to improve its trail in a manner and to the extent that such improvements do not interfere with Grantee’s use.

The Grantor hereby reserves the right to use the Easement Area for any purposes which, ,  
(i) do not interfere with the exercise of any of the rights and/or easements herein granted, and/or  
(ii) do not create a hazard. Grantee shall not be responsible for repair of any damage to the Easement Area caused by Grantor.

No delay of Grantor or Grantee in the use or enjoyment of any right or easement hereby granted in or along the right-of-way shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted hereby.

This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written have been made modifying, adding to or changing the terms or consideration for this grant.

With the written consent of the Grantor, which consent shall be neither unreasonably withheld, nor conditioned, Grantee is further granted the right to assign to others, in whole or in part, any or all of the right-of-way, estate, license, interests, rights, privileges and easements herein granted. Grantee may exercise its rights through contractors, agents or other third parties.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof. Grantor covenants with the Grantee that at and until the ensembling of these presents the Grantor is well seized of said premises as a good indefeasible estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, except as aforesaid, and furthermore, the Grantor agrees to warrant and defend the same to the Grantee and its successors and assigns forever against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF we have hereunto set our hands and seals this \_\_\_\_\_ day of October, 2025.

**TOWN OF GEORGIA**

\_\_\_\_\_  
Kristina Senna, Selectboard Chair and  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on the \_\_\_\_\_ day of October, 2025, personally appeared Kristina Senna, Selectboard Chair and Duly Authorized Agent of the **Town of Georgia**, signer and sealer of the foregoing written instrument and she acknowledged the same to be her free act and deed and the free act and deed of the **Town of Georgia**.

Before me, \_\_\_\_\_

Notary Public

My Commission Expires: 1/31/27

[Signatures continue on page 3]

The Vermont Land Trust, Inc. joins in signing this instrument for the sole purpose of demonstrating its approval and the approval of the Vermont Housing and Conservation Board to the terms and conditions of the Grant. The Vermont Land Trust, Inc. has the authority to sign this instrument on behalf of the Vermont Housing and Conservation Board pursuant to a Delegation of Stewardship Rights dated February 28, 2017 and kept on file at the Vermont Land Trust Office.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_ day of October, 2025.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized Agent for Vermont Land Trust, Inc.

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on the \_\_\_\_\_ day of October A.D., 2025, personally appeared \_\_\_\_\_, signer and sealer of the foregoing written instrument and acknowledged the same to be of their free act and deed.

Before me, \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_