

VILLAGE OF MORRISVILLE WATER AND LIGHT DEPARTMENT
RIGHT OF WAY EASEMENT

That I/We, _____, of _____, in the County of _____ and State of _____ (hereinafter, regardless of the number of GRANTORS, called the GRANTOR), in consideration of One Dollar paid, the receipt whereof is hereby acknowledged, hereby give, grant, bargain, sell and convey unto VILLAGE OF MORRISVILLE WATER AND LIGHT DEPARTMENT, a Vermont municipal, and _____ (hereinafter, regardless of the number of GRANTEES, called the GRANTEE) and to its successors and assigns, , the exclusive and perpetual right and easement to construct a Distribution line and reconstruct, operate, repair, maintain, replace, patrol and remove overhead and/or underground cables, lines, conduits, poles, guys, anchors, braces, fixtures and appurtenances (hereinafter, called the facilities), for the transmission of high and low voltage electric current and for telecommunication use, under, upon or across a strip of the GRANTOR'S land in _____, _____ County, State of Vermont further identified as Tax Map ID# _____. Said line or cables to enter from: _____

_____.

The location of said strip to be established by and upon the final marking and placement of the facilities therein by the GRANTEE, with permission to enter upon said strip and upon said premises for access thereto for all purposes properly incident to this easement. Also the perpetual right and easement from time to time without further payment thereof to clear and keep cleared a strip along said cables not exceeding 50 feet in width, and to renew, replace, add to and otherwise change the cables and each and every part thereof, and the locations thereof within said strip, and to pass along said strip to and from the adjoining lands and to pass over GRANTOR'S land to and from said strip for all the above purposes and the removal of the line or cables. Also included is an area to be kept clear up to six feet from the exposed edges of all above ground structures to provide for the continued operation, maintenance and replacement of said facilities.

The GRANTOR, its heirs, executors and administrators hereby covenant that none of them will erect or permit any building or any other structures or trees or bushes to be planted or change the grade, fill or excavate within said strip which, in the judgment of the GRANTEE, its successors and assigns might interfere with the proper operation and maintenance of said cables. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, tennis courts, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is agreed that the cables shall remain the property of the GRANTEE, its successors and assigns, and that the GRANTEE, its successors and assigns shall pay all taxes assessed thereon.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said GRANTEE, its successors and assigns forever.

And the GRANTOR hereby for said GRANTOR, its heirs, executors, and administrators covenant(s) with the GRANTEE, its successors and assigns that the GRANTOR is lawfully seized in fee simple of the granted premises, and that the GRANTOR has good right to sell and convey the same as aforesaid, and will WARRANT and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims and demands of all persons.

There is also hereby released and conveyed by the undersigned GRANTORS all homestead rights and other statutory rights or interests in the easements herein conveyed.

IF ONE OR MORE MORTGAGES ARE HELD ON THE PROPERTY, PLEASE HAVE EACH MORTGAGEE (BANK, ETC.) COMPLETE THE SECTION BACK OF THIS FORM.

IN WITNESS WHEREOF the aforementioned GRANTOR hereunto set his/her/their hand(s) this ____ day of _____, A.D., 20____.

IN THE PRESENCE OF:

_____ L.S.
witness to 1st Grantor

_____ L.S.
witness to 2nd Grantor

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, that on the ____ day of _____ A.D., 20____, personally appeared _____ signer(s) and sealer(s) of the foregoing written instrument and acknowledged the same to be his/her/their free act and deed.

Before me,

Notary Public

PARTIAL RELEASE OF MORTGAGE

(I) (We) _____ of _____ in the County of _____ State of _____ holder of a mortgage or other lien, recorded in Book _____, Page _____, of the land records of the Town of _____, join in the execution of the above easement right for the purpose of granting the Village of Morrisville Water and Light Department the right to maintain pole lines with all attendant rights as above set forth and for no other purpose.

This release shall not in any way affect or impair the right to hold under the said mortgage as security for the sum remaining due thereon, or to foreclose said mortgage on all the remaining of the premises then conveyed and not hereby released.

In the presence of:

Witness

By: _____
Its Duly Authorized Agent

STATE OF VERMONT

_____, County

At _____ this _____ day of _____, 20____, A.D.

_____ Duly Authorized Agent for _____

personally appeared and _____ acknowledged this instrument by _____ sealed and subscribed, to be _____ free act and deed, and the free act and deed of said corporation.

Before me _____
NOTARY PUBLIC