

EASEMENT FOR A TERM OF YEARS

KNOW ALL PERSONS BY THESE PRESENTS, that the **CITY OF BURLINGTON**, a Vermont municipality (the "Grantor"), in consideration of Ten and More Dollars paid to the Grantor's full satisfaction by **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, a Vermont municipal corporation with its principal offices in Burlington, Vermont (the "Grantee"), by these presents does freely GIVE, GRANT, SELL, CONVEY, and CONFIRM to the Grantee, **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, and its successors and assigns, the following easements (collectively, the "Easements") burdening certain lands in the City of Burlington, Chittenden County, Vermont, consisting of six roadway segments to be used in connection with the construction and operation of a public transit station (the "Transit Station"). The Easements are depicted on a set of plans consisting of three pages entitled, "Survey of Easement, City of Burlington to CCTA, Burlington Transit Station," prepared by Summit Engineering, Inc., dated November 13, 2013 (the "Easement Plan"), to be recorded in the City of Burlington land records (the "Land Records"), and are more particularly described as follows:

St. Paul Street (between Pearl Street and Cherry Street):

Being an exclusive easement and right of way over, under, and across St. Paul Street, beginning on the northerly end at the curb line on the southerly side of Pearl Street and terminating on the southerly end at the curb line on the northerly side of Cherry Street, and being depicted on page E3 of the Easement Plans as "CITY OF BURLINGTON TO CCTA EASEMENT, 22,635 S.F., 0.52 ac." ("Easement Area No. 1").

North side of Pearl Street east of St. Paul Street and westerly of Elmwood Avenue:

Being an exclusive easement and right of way running along and adjacent to the curb located along the northerly edge of Pearl Street and being depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,263.63 s.f.)". Also including an exclusive easement and right of way for two (2) bus shelters depicted on page E5 of the Easement Plan as "EASEMENT FROM CITY OF BURLINGTON FOR PROPOSED NEW BUS CANOPIES (64.89 S.F. EACH)" (together "Easement Area No. 2").

North side of Pearl Street west of St. Paul Street and easterly of George Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the northerly edge of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,235.11 s.f.)" ("Easement Area No. 3").

South side of Pearl Street east of St. Paul Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the southerly edge of Pearl Street depicted on page E5 of the Easement

Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (1,275.63 S.F.)" ("Easement Area No. 4").

South side of Pearl Street west of St. Paul Street:

Being an exclusive easement and right of way running along and adjacent to the curb located along the southerly edge of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING (566.38 S.F.)". Also including an exclusive easement and right of way for one (1) bus shelter to be located within the bounds of the right of way of Pearl Street southerly of and adjacent to the existing sidewalk located along the south side of Pearl Street and depicted on page E5 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR PROPOSED BUS CANOPY (188.37 S.F.)" (together, "Easement Area No. 5").

North side of Cherry Street west of St. Paul Street and easterly of Pine St.:

Being an exclusive easement and right of way along and adjacent to the curb located along the northerly edge of Cherry Street and depicted on page E4 of the Easement Plans as "EASEMENT FROM CITY OF BURLINGTON FOR BUS PARKING, 2,066.0 S.F.". Also including an exclusive easement and right of way for four (4) bus shelters to be located within the bounds of the right of way of Cherry Street northerly of and adjacent to the existing sidewalk located along the north side of Cherry Street and depicted on page E4 of the Easement Plans as "EASEMENT FROM THE CITY OF BURLINGTON FOR PROPOSED NEW BUS CANOPIES" (together, "Easement Area No. 6").

(Easement Area No. 1, Easement Area No. 2, Easement Area No. 3, Easement Area No. 4, Easement Area No. 5, and Easement Area No. 6 are referred to collectively as the "Easement Areas").

The lands burdened by the Easements (the "Burdened Property") are (i) that portion of St. Paul Street as was laid out by the City of Burlington Road Commissioners by instrument dated June 16, 1813, and recorded in Highway Volume 1, Page 17 of the Land Records; (ii) that portion of Pearl Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 21 of the Land Records; and (ii) that portion of Cherry Street as was laid out by the City of Burlington Road Commissioners by instrument recorded in Highway Volume 1, Page 19 of the Land Records.

The Easements may be used by the Grantee for the construction, operation, maintenance, repair, replacement, and removal, from time to time, of the Transit Station, the use of which will include the operation of bus and other public transit services and other uses related to the provision of public transit services, including services convenient for riders of public transit and typically provided at comparable facilities, such as an ATM and food service, as those uses may evolve over the term of the Easements.

The Easements shall run for a term of ninety-nine (99) years from the date of this Easement Deed, unless terminated earlier by written agreement of the Grantor and the Grantee. Upon termination of the Easements, the Grantee shall remove all improvements constructed within the Easement Areas and return the Easement Areas to their original conditions to the extent reasonably practicable. Upon termination of the Easements, at the request of the Grantor, the Grantee shall execute and deliver to the Grantor an instrument suitable for recording in the Land Records confirming the expiration or termination of the Easements.

The Easements shall include the right to construct, install, operate, maintain, repair, replace, and remove, from time to time, buildings, structures, pipes, lines, conduits and equipment for utility services, including, without limitation, sewage disposal, potable water, stormwater facilities, electricity, telephone and telecommunications, cable television, and gas services, sidewalks, roadways, landscaping, and other related improvements used for the Transit Station, including the right to use the Easement Areas for staging and material storage during any construction, repair, maintenance, replacement, or removal of improvements located within the Easement Areas.

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

The Easements shall run with the land for the stated term and burden the Burdened Property and shall bind the Grantor, and the Grantor's successors and assigns. The Easements may be used by the Grantee, and the Grantee's successors and assigns, and their respective employees, agents, contractors, tenants, licensees, and invitees. The Grantee shall incorporate the terms, conditions, and restrictions of this Easement Deed into any lease, license, or other agreement for the rental or use of all or any portion of the Easement Areas.

Obligations of Grantee; Construction. The Grantee shall comply with each of the following covenants in connection with the construction of any improvements within the Easement Areas.

a. The cost of any improvements constructed within the Easement Area shall be paid by Grantor, on behalf of the Grantee, pursuant to the terms and conditions of that certain grant provided to the Grantor under the Federal Transit Administration (the "FTA") Grant # VT-03-0031 (the "Grant") and that certain Memorandum of Understanding between the Grantor and the Grantee, dated December 17, 2008, as the same may have been amended from time to time (the "MOU"). The costs of any such improvements that exceed the amount of the Grant shall be the sole responsibility of the Grantee.

b. The Grantee shall be solely responsible for obtaining, at the Grantee's sole cost, any permits, licenses, or approvals from any governmental authority necessary for construction of any improvements, and any improvements constructed by the Grantee shall be constructed in compliance with any and all such permits, licenses, and approvals.

c. Any construction undertaken by the Grantee shall be diligently performed in a good and workmanlike manner. The Grantee shall promptly pay all suppliers of labor or materials for the improvements and promptly discharge any lien that may be filed against the Grantor or the Burdened Property in connection with the construction of the permitted improvements. The Grantee shall not permit any claim, lien, or other encumbrance arising from any construction or the Grantee's use of the Easement Areas to accrue against or attach to the Easement Areas or the interest of the Grantor in adjacent lands.

d. Promptly upon the completion of construction of the improvements, the Grantee shall cause the surface of the lands within the Easement Areas not covered by the improvements to be restored as nearly as practical to its prior condition.

e. Upon completion of construction, certain elements of the project, such as relocated portions of the public sewer system, storm water catch basins, and traffic signals, will become the property of and responsibility of the Grantor to maintain and operate. The Grantor retains the right to access these elements in coordination with the Grantee.

TO HAVE AND TO HOLD the Easements, with all the privileges and appurtenances thereto, to the Grantee, **CHITTENDEN COUNTY TRANSPORTATION AUTHORITY**, and its successors and assigns, to their own use and behoof throughout the term of the Easements.

The Grantor, **CITY OF BURLINGTON**, for itself and its successors and assigns, does covenant with the Grantee, and its successors and assigns, that until the ensealing of these presents, the Grantor is the sole owner of the Easement Areas, and has good right and title to convey the Easements in the manner described in this Deed, and that the Easement Areas are **FREE FROM EVERY ENCUMBRANCE**, except as stated in this Deed; and the Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as stated in this Deed.

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2013.

City of Burlington

By: _____
Miro Weinberger, Mayor

STATE OF VERMONT
COUNTY OF CHITTENDEN SS.

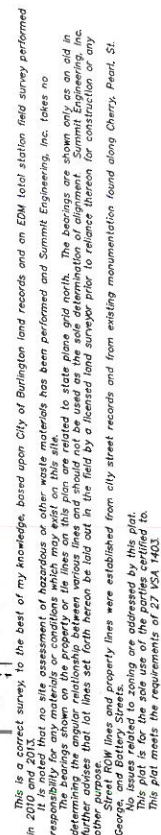
On this ____ day of _____, 2013, personally appeared Miro Weinberger, Mayor and duly authorized agent for the City of Burlington, to me known to be the

person who executed this Easement Deed, and he acknowledged this instrument, by him signed, to be his free act and deed, individually and as duly authorized agent for the City of Burlington.

Before me: _____

Notary Public

My Commission Expires: 2/10/2015



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