
TOWN OF HINESBURG

TO: SELECTBOARD
FROM: TODD ODIT, TOWN MANAGER
SUBJECT: LANDFILL EASEMENT
DATE: 12/7/2022

ISSUE:

The issue is whether the Selectboard will approve an easement to Vermont Electric Cooperative to serve the landfill solar project.

DISCUSSION:

An easement for underground utilities on the landfill property is required to serve the landfill solar project. Following approval by the Selectboard, notice of the easement will be posted for 30 days. Unless a petition signed by 5% of voters is submitted within 30 days calling for a vote on the conveyance, the easement will be presented to the Town Clerk for recording.

COST:

Not applicable.

RECOMMENDATION:

It is recommended that the Selectboard approve an easement to Vermont Electric Cooperative to serve the landfill solar project.

**VERMONT ELECTRIC COOPERATIVE, INC.
UNDERGROUND UTILITY EASEMENT**

KNOW ALL PEOPLE BY THESE PRESENTS, THAT we **The Town of Hinesburg** (hereinafter called the "Grantor," whether one or more), for and in consideration of the sum of One Dollar and other valuable consideration paid by **Vermont Electric Cooperative, Inc.**, a corporation duly organized under the laws of the State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and or CONVEY unto the said Vermont Electric Cooperative, and its successors and assigns (hereinafter together called the Grantees), **an underground utility easement, twenty (20) feet in width**, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the Town of **Hinesburg**, State of Vermont, more particularly described as follows:

A strip of land, the majority of which is twenty (20) feet in width being a portion of Grantor's land located on the side of Observatory Road, so-called; commencing at a point on the Grantor's northern boundary and continuing along in a southeasterly direction, near and more or less parallel to the same road, to a vault (33 19 3XA5 V2) near the Grantor's northern boundary ("Easement Area").

Being a portion of the same land and premises conveyed to the Grantor herein by Beatrice and Robert Brown by Warranty Deed dated March 22 1975 and recorded in Book 37, Page 438 of the Hinesburg Land Records, consisting of 38 acres, more or less, and bound on the north by Observatory Road; on the east North Road; the south by Beecher Hill Road; the west by land now or formerly owned by Kevin Dente and Erin Dente ("the Property").

The easement shall be described as follows: Grantees may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in or upon all streets, roads or highways abutting said land, electric, communications and data transmission and distribution systems consisting of poles, wires, cables, conduits, equipment and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, across and under the surface of the land owned by the Grantor. Grantees may also cut and prune and apply herbicide to all trees and vegetation to the extent necessary as determined by the Grantees to protect the said systems and keep the systems clear of the growth. Together, also, with the permanent right at any and all times to enter on adjacent lands of the Grantor and to cut or prune and remove such trees growing outside the limits of the Easement Area (danger trees) which may, in the opinion of the Grantees, interfere with or be likely to interfere with the successful operation of the facilities now or hereafter to be constructed on said Easement Area.

Also the perpetual right and easement from time to time to place, maintain and replace anchors, guy wires, and braces outside of the Easement Area to support a pole or poles placed within said Easement Area; provided, however, that (i) Grantees shall place, maintain and replace only such anchors, guy wires, and/or braces as are reasonably necessary to support poles within said Easement Area; (ii) any restrictions on Grantor that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed; and (iii) any rights of Grantees that would apply in the Easement Area shall not apply to the aforementioned location of any anchors, guy wires and/or braces except where such anchors, guy wires and/or braces are presently installed or later installed.

The Grantor covenants for themselves, their heirs and assigns that none of them will erect or permit any building, wire, line, conduit, or any other structure or trees or bushes to be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior written consent of Grantees. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is also agreed that the facilities shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon.

Grantees shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantees, their successors and assigns forever, to them and their own proper use, benefit and behoof. Grantor covenants with the Grantees 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, and furthermore, the Grantor agrees to warrant and defend the same to the Grantees and their successors and assigns forever against all claims and demands whatsoever.

IN WITNESS WHEREOF, the undersigned has set their hand and seal this ____ day of _____, ____.

Grantor: **The Town of Hinesburg**

By Its Duly Appointed Agent: _____

State of _____

_____ County

At _____, in said County, on this ____ day of _____, _____, personally appeared _____ and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed.

Before me,

Notary Public
My Commission Expires:

To be completed by Vermont Electric Cooperative, Inc.

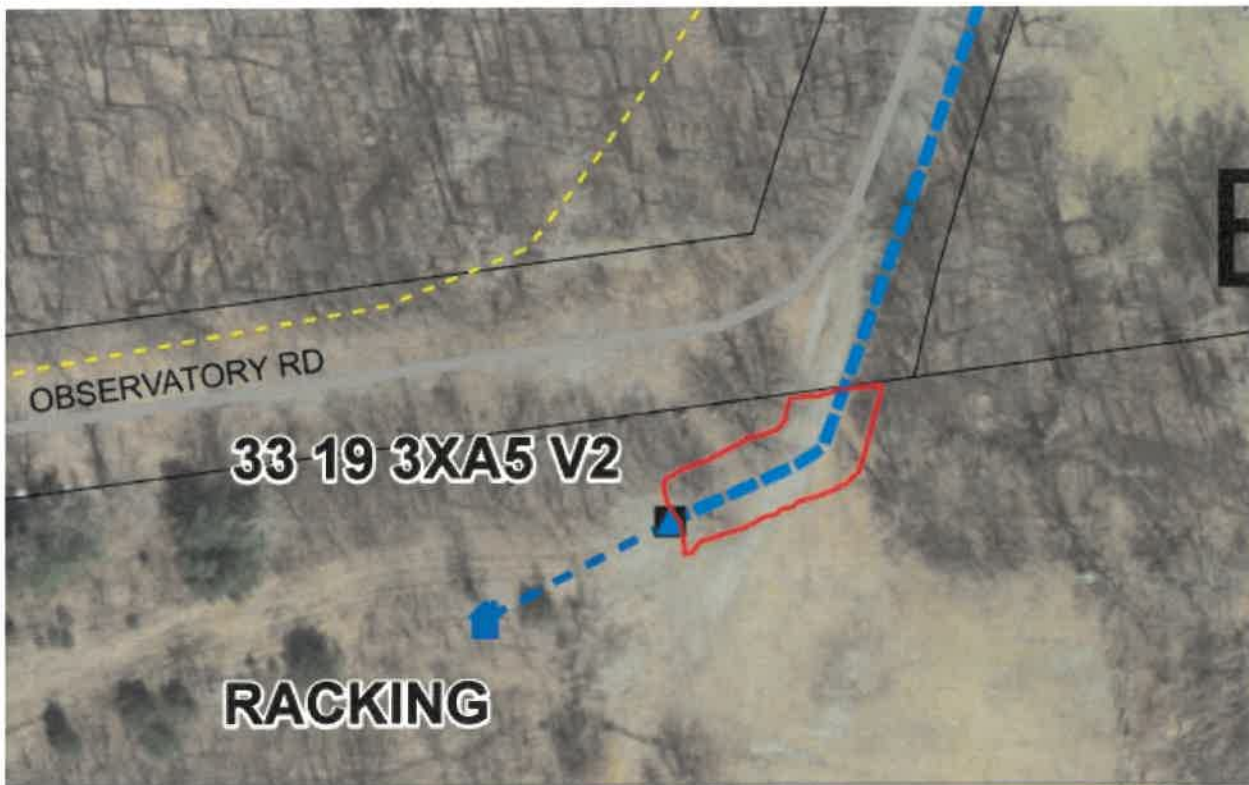
W. O. # GEN2012001

Line / Pole# 33 19 3XA5 V2

Acct# 6504100

E-911: Observatory Road

For: Acorn Energy Solar 4 LLC



Let me know if there are any questions.

Regards,

Bill Johnson
Senior Utility Designer
Vermont Electric Cooperative, Inc.
42 Wescom Rd
Johnson, VT 05656
Office 800-832-2667 Ext 1133
wjohnson@vermontelectric.coop



From: Johnson, William
Sent: Monday, September 12, 2022 7:54 AM
To: 'Melissa Ross' <mross@hinesburg.org>
Subject: RE: Property Deed for Town Property on Observatory Rd

Perfect, thank you so much!

Regards,

Bill Johnson
Senior Utility Designer
Vermont Electric Cooperative, Inc.