

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that, **HOLTON & HANDY, LLC** a Vermont Limited Liability Company with its principal place of business being in the City of Essex Junction, in the County of Chittenden and State of Vermont (hereinafter referred to as the “Grantor”), in consideration of TEN OR MORE Dollars paid to its full satisfaction by **FRANKLIN SOUTH, LLC**, a Vermont limited liability company with its principal place of business being in the Town of Colchester, County of Chittenden, State of Vermont, Grantee, by these present, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **FRANKLIN SOUTH, LLC** and its successors and assigns forever, an easement located on lands and premises owned by **HOLTON & HANDY, LLC** in the City of Essex Junction in the County of Chittenden and State of Vermont, described as follows, viz:

Being a twelve-foot (12') wide easement over Grantor's property for the purposes of ingress and egress of trash and recycling removal vehicles to and from Railroad Street and for the installation, maintenance, repair, and replacement of stormwater lines. Said easement is more particularly depicted as, “12' Access & Utility Easement” on a plan entitled, “Franklin South, 8 Railroad Street, Essex Junction, VT” prepared by O'Leary-Burke Civil Associates, PLC, dated October 31, 2023 and recorded in Map Slide # _____ of the City of Essex Junction Land Records.

Said easement is located on a portion of the lands and premises conveyed to Holton & Handy, LLC by Warranty Deed of David B. Holton and John L. Hynes dated April 13, 2000 and recorded in Volume 426 at Page 649 of the Town of Essex Land Records.

By acceptance of this deed, the Grantee agrees that it and its successors and assigns shall restore any areas within the described easement areas that they destroy or damage to the conditions they were in prior to their disturbance at their sole cost within a reasonable amount of time. The Grantee further agrees that the Grantor retains the right to have the easement area considered and included as a constituent part of the whole of the burdened property for purposes of calculating setbacks, lot coverage, density and similar requirements of municipal and State zoning and similar use ordinances.

By acceptance of this deed, Grantee hereby acknowledges that Grantor and Grantor's tenants of 2 Railroad Street, Essex Junction, Vermont shall have the right to dispose of their refuse in a dumpster located on 8 Railroad Street, Essex Junction, Vermont at no cost to Grantor or Grantor's tenants. This right shall not run with the land and shall terminate and no longer be of any force or effect if either Holton & Handy, LLC conveys 2 Railroad Street, Essex Junction, Vermont to another party or Franklin South, LLC conveys 8 Railroad Street, Essex Junction, Vermont to another party.

To said deed, plan, the records thereof and to all deeds and records therein referred to, reference is hereby made in aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said **FRANKLIN SOUTH, LLC** and its successors and assigns to its own use and behoof forever; and the said **HOLTON & HANDY, LLC**, Grantor, for itself and its successors and assigns, does covenant with the said Grantee, **FRANKLIN SOUTH, LLC** and its successors and assigns that until the

ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid, and hereby engages to WARRANT AND DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this ___ day of _____ 2024.

HOLTON & HANDY, LLC

By: John H. Handy, its Member and Duly
Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At _____ this ___ day of _____ A.D. 2024, John H. Handy, individually and as Member and duly authorized agent of Holton & Handy, LLC personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Holton & Handy, LLC.

Before me,

Notary Public