

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ of _____, County of _____, State of _____ (hereinafter called Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the **VILLAGE OF HYDE PARK**, a municipal corporation that includes a duly constituted municipal utility, having its office and principal place of business at Hyde Park in the County of Lamoille and State of Vermont (hereinafter "Grantee"), the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the Grantee and its successors and assigns, the perpetual and exclusive right and easement to construct, inspect, operate, maintain, reconstruct and remove a line or lines for the transmission and/or distribution of electricity and the transmission and/or distribution of intelligence by electricity or light, consisting of poles, wires, cables, guy wires, push braces, underground wires, service cables, conduits, pipes, manholes, pad mounts, vaults for transformers and other fixtures and appurtenances used or adopted for the purpose, upon, over across and under the surface of the lands owned by the Grantor in the Town/City of **Hyde Park**, County of **Lamoille**, State of Vermont, more fully described in deed given by _____ to _____ dated _____, and recorded in the Land Records for _____ in Book ___ at Page _____ and indicated as Parcel ID # _____.

Said line shall enter from lands now or formerly of _____ and run across the Grantor's land in a _____ direction to lands now or formerly of _____.

For the purpose of this agreement a "service cable" shall mean that part of the underground system which extends either from the pole line or from a transformer location, as the case may be, to the dwelling unit and shall not include any part of the underground system which is located within the limits of a proposed street.

The exact location of said line or lines is to be selected by the Grantees after their final surveys have been completed within the above-described location and to become permanently established upon the erection of the poles, laying of cables, and/or construction of conduits in said line or lines.

Together with the right to cut down, keep trimmed or eliminated by such means as Grantees deem desirable, all trees and underbrush as the Grantees may from time to time desire within a width of **twenty five (25) feet** on each side of the said **OVERHEAD** line or lines above described (**for a total width of fifty (50) feet OVERHEAD**); and a width of **twelve and one-half (12.5) feet** on each side of the said **UNDERGROUND** line or lines above described (**for a total width of twenty five (25) feet UNDERGROUND**), together with such other trees on said premises adjacent to this right of way as, in the judgment of the Grantees, may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when constructed.

Together, also, with the right to enter upon such right and easement, across other property owned by the Grantor, for the purposes of exercising any of the rights herein granted; provided, however, that said right must be exercised in a careful manner and any damages to such other property of the Grantor caused by the Grantee shall be borne by the Grantees.

The Grantor covenants and agrees not to plant any trees or other plants or construct or erect or permit the erection or maintenance of buildings or structures of any kind, or change the grade, fill or excavate within **Twenty-Five (25) feet** on each side of said **OVERHEAD** line or lines and **Twelve and one-half feet** on each side of said **UNDERGROUND** line or lines without written permission from executive officers of the Grantee.

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances, thereunto belonging, unto and to the use of said Grantee, and its successors and assigns forever, and the Grantor does hereby covenant with the Grantee and its successors and assigns, that the Grantor is lawfully seized in fee simple of the granted premises, that they are free from all encumbrances, except _____ (list mortgages or other encumbrances), that Grantor has good right to sell and convey the same aforesaid and will warrant and defend the same to the Grantee and its successors and assigns forever against the claims and demands of all persons.

The foregoing shall be binding upon and shall enure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of _____, A. D. 20____.

WITNESS:

GRANTOR SIGNATURE:

STATE OF VERMONT)
COUNTY OF _____

BE IT REMEMBERED, that on the _____ day of _____, A. D. 20____, personally appeared, signer and sealer of the foregoing written instrument and acknowledged the same to be free and duly authorized act and deed.

Before me,

Notary Public