

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Petition Pursuant to 30 V.S.A. §§ 208 & 209)
regarding the operation of the substantially)
changed Addison Natural Gas Pipeline without)
either a Certificate of Public Good or a waiver)
pursuant to 30 V.S.A. § 248(k))

PETITION PURSUANT TO 30 VSA §§ 208, 209

EXHIBIT A – DEED FROM EVEREST TO VERMONT GAS SYSTEMS

Date: July 31, 2024

JEFFREY EVEREST, KRISTIN LYONS,
JANE PALMER, NATHAN PALMER,
LAWRENCE SHELTON and RACHEL
SMOLKER, PH.D.

By:

/s/ James A. Dumont

James A. Dumont, Esq.

Law Office of James A. Dumont, Esq. PC

15 Main St., PO Box 229

Bristol, VT 05443

(802) 453-7011 office

(802) 349-7342 cell

dumont@gmavt.net

dumont.vt@gmail.com

ED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That JEFFREY E. EVEREST hereinafter called GRANTOR, f and in consideration of the sum of one dollar and other valuable consideration, paid to our full satisfaction t VERMONT GAS SYSTEMS, INC., a Vermont corporation having its principal place of business at South Burlingto in the County of Chittenden and State of Vermont, hereinafter called VGS, the receipt whereof is hereby acknowledge does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto VGS, its successors and assign perpetual and exclusive rights and easements over, across and under our land located in the Town of New Haven, Count of Addison and State of Vermont, free from all encumbrances whatsoever, except as set forth in Exhibit A hereto, if an said easements being described as follows:

The perpetual, exclusive right to construct, reconstruct, maintain, move, relocate, alter, inspect, repair, replace, remove and change the size of, an operating pipeline to be used by VGS for the transportation of gaseous energy product together with the right to temporarily install a second pipeline in connection with repairs, alterations, and/or relocation; and the right to abandon such pipeline(s) in place. As used herein, the term "pipeline" shall include such surface c subsurface appurtenances and facilities as reasonably deemed necessary or convenient by VGS for its operation c maintenance.

The lands and premises where the pipeline will be located is referred to herein as the "Corridor", and consists of a portion of the real property conveyed to GRANTOR by 1) Quit Claim Deed dated November 29, 2005, recorded in Book 68 Page 321 of the Town of New Haven Land Records, 2) Quit Claim Deed dated November 12, 2012, recorded in Book 76 Page 366 of the Town of New Haven Land Records, and 3) Quit Claim Deed dated May 2, 2012, recorded in Book 78 Page 682 of the Town of New Haven Land Records, said real property being presently designated by the municipality a: Gore Swamp Lot, Parcel ID: 0027 (the "Property"). The location of the Corridor on the Property is depicted on the plan attached hereto as Exhibit B.

The Corridor shall be fifty (50) feet in width, and shall extend twenty-five (25) feet on each side of the centerline of the pipeline as installed, except where the pipeline is otherwise depicted on the plan attached as Exhibit B. If the pipeline is relocated at a future date, said pipeline shall remain within the fifty (50) foot wide Corridor easement as established by the original installation.

GRANTOR shall reserve the right to fully use and enjoy the Property in any manner that will not prevent, or interfere with, VGS's use of the Corridor, and except as otherwise limited herein. GRANTOR shall covenant and agree not to construct, install or permit the construction or installation of any structures or objects of any kind upon or under the surface of the ground in the Corridor, not to store or place any objects within the Corridor, and not to change the elevation of the ground within the Corridor, without the prior written consent of VGS, which VGS may withhold or condition in its reasonable discretion. To the extent the location Corridor overlaps with any pre-existing easement for electrical transmission lines and related appurtenances, the grant of easement hereunder shall be deemed non-exclusive only to the extent of such overlap.

VGS shall have the right to engage in all actions and activities consistent with the use of the rights and easements hereby granted including, but not limited to, (i) the right, during and in preparation for the construction, installation or maintenance of the pipeline and related facilities or any of their appurtenances, to place and store materials and equipment on the Property proximate to the Corridor, provided that VGS shall return any lands used for such purposes to their previous condition as soon as practicable after the completion of such construction, installation or repair; (ii) the right to cut down, remove and keep cleared by such means as VGS deems desirable, at any and all times, trees, underbrush and vegetation as in the judgment of VGS may interfere with or endanger the operation or maintenance of said pipeline, facilities or appurtenances; and (iii) the right to install and maintain both within and proximate to the Corridor, such erosion prevention and sediment control measures as in the judgment of VGS are reasonable and necessary to maintain and operate the pipeline facilities.

New Haven Town Clerk's Office
Received May 16 2013
at 11 O'clock 00 Minutes AM
and Recorded in Land Records
Book 80 Pages 289-290
Attest: Jeff Shube
Asst. TOWN CLERK



Vermont Property Transfer Tax
32 V.S.A. Chap. 231

ACKNOWLEDGMENT

RETURNS RECEIVED

Return No. 13-18

Signed Jeff Shube Asst. Clerk

Date May 16, 2013 Page 1

VGS shall have the right of ingress and egress over the Property at convenient points determined by VGS for the exercise of the rights and easements herein granted, provided, however, that said rights and easements must be exercised in a careful manner and any damages to such other property of GRANTOR caused by VGS, other than as contemplated herein, shall be borne by VGS. In exercising ingress and egress rights, VGS shall use reasonable judgment to minimize inconvenience to GRANTOR.

VGS will bury all its facilities to a minimum of at least thirty-six (36) inches below the surface of the ground, except in continuous rock areas where the minimum depth will be at least twenty-four (24) inches below the surface of the ground, and except those appurtenances that will be located at ground level or above the ground.


VGS and its successors and assigns shall have the right to assign to others, in whole or part, any or all of the rights and easements herein set forth.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto VGS and its successors and assigns forever, to it and their own proper use, benefit and behoof; and also GRANTOR, for himself and his executors, administrators, heirs, successors and assigns, covenant with VGS and its successors and assigns that at and until the execution of these presents GRANTOR is the sole owner of said premises as an estate in fee simple, and has good right to sell and convey the rights and easements aforesaid in manner and form above written, and that the same are free from all encumbrances whatsoever, except as set forth in Exhibit A hereto, if any, and furthermore GRANTOR, for himself and his executors, administrators, heirs, successors and assigns forever warrant and defend the same to said VGS and its successors and assigns forever against all claims and demands whatsoever except any and all easements and land use permits of record.

The foregoing shall be binding upon and shall inure to the benefit of the respective executors, administrators, heirs, successors and assigns of GRANTOR and VGS.

IN WITNESS WHEREOF, GRANTOR have hereunto set his hand this 8th day of May, A.D., 2013.

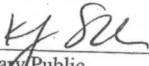
GRANTOR


Signature

Print name: Jeffrey E. Everest

STATE OF VERMONT)
COUNTY OF CHITTENDEN)ss.:
A091502

On the 8th day of May, 2013, before me, Kevin J. Spierdy, Notary Public, personally appeared Jeffrey E. Everest, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, the person executed the instrument as his free act and deed.


Notary Public

My Commission Expires: 2/10/15

