

# Resolution Relating to

**RESOLUTION** \_\_\_\_\_

Sponsor(s): Councilor Paul

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

## **AUTHORIZATION FOR GRANTING OF EASEMENT TO GREEN MOUNTAIN POWER CORPORATION**

### **CITY OF BURLINGTON**

In the year Two Thousand Nine.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Green Mountain Power Corporation (“GMP”) presently has an easement over City-owned property in the vicinity of the Joseph C. McNeil Generating Station for its so-called 3307 line; and

WHEREAS, as part of the East Avenue Loop transmission project, GMP must relocate a portion of its 3307 line underground within the existing easement parcel; and

WHEREAS, GMP requires a new easement from the City to clarify its right to relocate a portion of its 3307 line underground;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Burlington is authorized to grant the above-described easement to GMP, and

BE IT FURTHER RESOLVED that the Honorable Bob Kiss, Mayor, be and hereby is authorized to execute the Easement Deed and Property Transfer Tax Return attached hereto.

## EASEMENT DEED

**KNOW ALL PERSONS BY THESE PRESENTS** that the **City of Burlington**, a municipal corporation under the laws of the State of Vermont (hereinafter called the GRANTOR), in consideration of One Dollar paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit claim unto GREEN MOUNTAIN POWER CORPORATION, a Vermont corporation with its principal place of business in Colchester, Vermont (hereinafter called the GRANTEE) and to its successors and assigns, the exclusive and perpetual right and easement to place, construct, reconstruct, bury, operate, repair, maintain, replace, patrol and remove underground cables, wires, lines, conduits, foundations, above and below ground equipment, fixtures and appurtenances (hereinafter, called the facilities or a facility), for the transmission and/or distribution of electricity under, upon or across a portion of GRANTOR'S land in Burlington, Chittenden County, State of Vermont, hereinafter referred to as the "Easement Area", and described as follows:

Being a portion of GRANTOR's land located at the so-called Intervale Avenue extension, which portion is currently subject to an easement in favor of GRANTEE pursuant to a Right of Way and Easement Agreement dated August 17, 1982 and recorded in Volume 283 at Page 347 of the City of Burlington Land Records. The purpose of this Easement Deed is to grant GRANTEE such additional rights as necessary for GRANTEE to relocate and maintain a portion or portions of GRANTEE's existing overhead 3307 transmission line to run underground. Reference is hereby made to GRANTEE's drawing entitled "3307 Line U.G. City Easement, McNeil Station" attached hereto as Attachment A in further aid of this description.

Said Easement Area with respect to GRANTEE's underground facilities shall be ten (10) feet on both sides of the centerline of installed conduits for underground facilities and an additional six (6) feet from the outer perimeter of any vaults associated therewith. Also included in the Easement Area is an area to be kept clear up to six feet from the exposed edges of all above ground facilities to provide for the continued operation, maintenance and replacement of said facilities.

The final location of the Easement Area to be established by and upon the final inspection and acceptance of the facilities by the GRANTEE, with permission to enter upon said Easement Area and upon said GRANTOR's premises for access thereto for all purposes properly incident to this easement.

Also the perpetual right and easement from time to time without further payment therefore, to renew, replace, add to and otherwise change the facilities and each and every part thereof, and the locations thereof within said Easement Area, and to access said Easement Area to and from adjoining lands of GRANTOR for all of the above purposes.

Included in this grant is the continuing right of GRANTEES within said Easement Area to cut down, trim, and to remove and keep cleared such trees, underbrush, and vegetation, or parts thereof growing within or overhanging such Easement Area as in the judgment of GRANTEES may interfere with or endanger the efficient operation and use of said facilities (the first clearing may be for less than the full width and may be widened from time to time to the full width), and to remove all structures which are now found, or which may be subsequently placed on or within, such Easement Area in violation of the rights and privileges of GRANTEE hereunder, together, also, with the permanent right to enter on adjacent lands of GRANTOR to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of 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 (danger trees).

GRANTOR hereby covenants that it will not 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 which, in the judgment of the GRANTEE, its successors or assigns, might interfere with the proper operation and maintenance of said facilities. 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 GRANTEE, its successors and assigns, and that the GRANTEE, its successors and assigns, shall pay all taxes assessed thereon.

GRANTEE 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 all of GRANTOR's right and title in and to said quitclaimed rights and easements, with the appurtenances thereof, to the said GRANTEE, its successors and assigns forever.

AND FURTHERMORE, the said GRANTOR does for itself and its successors and assigns, covenant with the said GRANTEE, its successors and assigns, that from and after the ensembling of these presents the said GRANTOR will have and claim no right in, or to, the said quit-claimed premises.

IN WITNESS WHEREOF the aforementioned GRANTOR has caused this instrument to be signed in its name and behalf by its duly authorized agent this \_\_\_\_ day of \_\_\_\_\_, 2009.

**City of Burlington, Vermont**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN

At Burlington, Vermont, on the \_\_\_\_ day of \_\_\_\_\_, 2009 personally appeared \_\_\_\_\_, the \_\_\_\_\_ as duly authorized agent of the City of Burlington, signer and sealer of the foregoing written instrument and acknowledged the same to be his/her free act and deed, and the free act and deed of the City of Burlington.

Before me,

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_