

## EASEMENT DEED

**KNOW ALL PEOPLE BY THESE PRESENTS**, that **ST. CLAIR GROUP, INC.** organized and existing as a Corporation under and by virtue of the laws of the State of Michigan with its offices at 15840 Lakeview Court, Grosse Pointe, Michigan (the "Grantor"), in consideration of Ten or More Dollars paid to the Grantor's full satisfaction by **HENRIETTA FRIDHOLM**, of Grosse Pointe, Michigan (the "Grantee"), by these presents do freely **GIVE, GRANT, SELL, CONVEY, AND CONFIRM** unto the Grantee, and the Grantee's heirs, successors, and assigns forever, an easement in Charlotte, Chittenden County, Vermont, on, under and through the following Property:

1. An easement twenty feet (20') in width, on, over, and under the Property for the purposes of ingress and egress and constructing, installing, using, repairing, maintaining, inspecting, restoring and/or replacing septic and wastewater lines, together with all appurtenances thereto, on, under and through the following described property (the "Property").
2. An easement for the purpose of constructing, installing, using, repairing, maintaining, inspecting, restoring and/or replacing a septic and wastewater disposal system, together with all necessary and required pumps, electric lines, tanks, piping, and other apparatus applicable or appurtenant thereto on, under and through the following described Property.

The easements described in Paragraphs 1 and 2 above are collectively referred to herein as "the Easement."

Being a portion of the lands and premises conveyed to St. Clair Group, Inc. by Warranty Deed of Robert A. Barchi and Carolyn V. Barchi dated November 28, 2006 and recorded November 29, 2006 in Volume 165 at Pages 417-418 of the Town of Charlotte Land Records.

The lands and premises of Grantee are the lands and premises conveyed to Grantee by Warranty Deed of Lee M. Barlow dated June 17, 1996 and recorded June 20, 1996 in Volume 89 at Pages 432-433 of the Town of Charlotte Land Records and by Warranty Deed of Lee M. Barlow dated December 16, 1986 and recorded July 27, 1987 in Volume 53 at Page 288 of the Charlotte Land Records.

Grantor specifically grants Grantee the right to convey all or part of the Easement or grant use or license agreements for all or part of the Easement to benefit other lands and premises, whether owned by Grantee or not.

The Easement is more particularly shown and depicted as "Proposed 20' Wide Sewer Line Easement to Serve 2278 Ferry Road (Shaded)" and "Location of Proposed Wastewater Disposal Field" on a Plan entitled "Plat of Survey - Proposed PRD, St. Clair Group/Fridholm PRD, 2245 & 2278 Ferry Road, Charlotte, Vermont," prepared by Civil

Engineering Associates, Inc. dated January 21, 2008, last revised May 29, 2008 and to be recorded in Map Slide \_\_\_\_\_ of the Charlotte Land Records.

Grantor, and its successors and assigns, shall have the right to make such use of the lands and premises to which this Easement is applicable as shall not be inconsistent with the grant of the Easement to the Grantee provided that no structures, landscaping or other improvements shall be located upon said Easement which shall unreasonably prevent or interfere with the Grantee's exercise of the rights granted herein.

The Grantee for her heirs, successors and assigns, agree and undertake that any lands and premises of Grantor affected by her entry pursuant to this Easement shall be restored to its condition prior to such entry at her own cost and within a reasonable time, and that any such entry shall be only for such period of time as is reasonably necessary to exercise the rights granted herein and shall not interfere with the Grantor's use and enjoyment of the lands and premises of Grantor to which this Easement is not applicable.

By acceptance of this Deed, the Grantee, for herself and her heirs, successors and assigns, agrees that she shall construct, install, reconstruct, operate, maintain, repair or replace the septic and wastewater lines and the wastewater disposal system appurtenances thereto and shall further exercise the rights herein granted all in a careful manner and in conformance with all legal requirements, including all use permits and wastewater and water supply permits issued by or on behalf of the State of Vermont and the Town of Charlotte, Vermont.

By acceptance of this Deed, Grantee also expressly agrees for herself and her heirs, successors and assigns to indemnify and hold Grantor and its successors and assigns harmless against and from all cost, liability, damage or expense to Grantor or to any third party resulting from the actions or inactions of Grantee, her agents, contractors or employees within or about the Easement granted herein and further agrees to hold the Grantor harmless for any damage caused by or as a result of Grantee's use of the herein conveyed Easement.

Reference is hereby made to instruments and plans referred to above and the records thereof, and the instruments and plans referred to therein and the records thereof, in further aid of this description.

**TO HAVE AND TO HOLD** the Easement, with all of the privileges and appurtenances thereof, to the Grantee, and the Grantee's heirs, successors, and assigns, to the Grantee's own use and behoof forever.

And the Grantor, for the Grantor and the Grantor's successors and assigns, does covenant with the Grantee, and the Grantee's heirs, successors and assigns, that until the ensembling of these presents, the Grantor is the sole owner of the Property and has good right and title to convey the same in the manner described in this Deed; and that the Property is **FREE FROM EVERY ENCUMBRANCE**, except as provided in this Deed; and the Grantor hereby engages to

**WARRANT AND DEFEND** the same against all lawful claims whatever, except as provided in this Deed.

IN WITNESS WHEREOF, the Grantor has executed this easement deed on this \_\_\_\_ day of June 2008.

ST. CLAIR GROUP, INC.

By: \_\_\_\_\_  
Roger Fridholm, its duly authorized agent

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_ SS

At \_\_\_\_\_ in said County, this \_\_\_\_ day of June 2008 personally appeared Roger Fridholm, as duly authorized agent of St. Clair Group, Inc. and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of St. Clair Group, Inc.

Before me: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_