

## **Encroachment Easement Agreement**

The Encroachment Easement Agreement (the “Agreement”) is entered into as of the \_\_\_\_ day of April, 2016, by and between the Town of Middlebury, a Vermont municipality (the “Grantor”), and Vermont Center For Emerging Technologies, Inc., a Vermont non-profit corporation with its principal office in Middlebury, Vermont (the “Grantee”).

### Background

A. The Grantee owns the land and building located at 5 Court, formerly known as the Old Addison County Court House (the “Old Court House”).

B. The Grantor controls the Court Street right of way (“Court Street”) along the Property’s Court Street frontage.

C. The Grantee wishes to construct and use certain improvements, including an entrance way and handicap access ramp, along the westerly elevation of the existing Old Court House, but cannot do so without encroaching into Court Street.

D. The Grantor is willing to grant an easement to allow the encroachment for this purpose in order to assist the Grantee in improving access to the Old Court House on the terms and conditions set forth in this Agreement.

### Agreement

In consideration of this Background, and the mutual covenants and conditions contained in this Agreement, the Grantor and the Grantee agree as follows.

1. Upon the Grantee’s satisfaction of the following conditions, the Grantor shall grant an easement for the encroachment substantially in the form attached as Exhibit A.

a. The Grantee shall submit to the Grantor plans and drawings sufficient to allow the Grantor to determine that the improvements to be constructed will be suitable for the Old Court House and will use the minimum area necessary for the intended purpose of improving access to the Old Court House. The Grantor acknowledges that the plans and drawings have already been reviewed and approved by the Design Advisory Board.

b. The Grantee will provide a site plan showing the location of the currently paved portion of Court Street and the sidewalk within the Town right-of-way and the boundaries and dimensions of the easement area.

2. The Grantee will be responsible for obtaining all permits and approvals for the encroachment and the improvements required by the Middlebury Zoning Regulations.

3. If the Old Court House building is destroyed, the easement will terminate and any replacement building should be configured to avoid the need for encroachment into the Town right-of-way. This provision is intended to apply to the encroachment easement only and is not intended to alter the Grantee's right to rebuild a nonconforming structure following a catastrophe under the Middlebury zoning regulations (currently §845). The Grantor and the Grantee acknowledge that the existing Old Court House and improvements may currently encroach into the Court Street right of way. Nothing in this Agreement shall affect the Grantee's current rights, if any, to maintain and restore any existing encroachment into the Court Street right of way.

4. The Grantee will reimburse the Grantor's reasonable attorneys' fees incurred in connection with completing this transaction and the costs of publishing the required notices pursuant to 24 V.S.A. §1061.

5. The Grantor's obligations to grant the encroachment easement are conditioned on the Grantor's obtaining authorization for the conveyance pursuant to 24 V.S.A. §1061. The Grantor will promptly post and publish the required notices.

The Grantor and the Grantee have caused this Agreement to be executed and delivered by their duly authorized agents as of the date first set forth above.

TOWN OF MIDDLEBURY

By: \_\_\_\_\_  
Its Duly Authorized Agent

VERMONT CENTER FOR EMERGING  
TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Its Duly Authorized Agent