

EASEMENT DEED

KNOW ALL BY THESE PRESENTS: That **GLENEAGLES OWNERS ASSOCIATION, INC.**, a Vermont nonprofit corporation having a place of business in South Burlington, in the County of Chittenden, and State of Vermont (the "Grantor"), in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by **INVERNESS OWNERS ASSOCIATION, INC.**, a Vermont nonprofit corporation having a place of business in South Burlington, in the County of Chittenden, and State of Vermont (the "Grantee"), by these presents, hereby gives, grants, bargains, sells, transfers and conveys to the Grantee and its successors and assigns, a perpetual easement over lands and premises located in South Burlington, Vermont, described as follows:

Being a portion of the lands and premises comprising the common elements of the Gleneagles condominium; reference is made to the Declaration of Condominium for Gleneagles at Vermont Country Club, dated August 17, 2000, recorded in Volume 483, Page 237- of the Land Records of the City of South Burlington. The portion (the "Easement Area") is shown and depicted as "Proposed Easement Area: ±0.59 Acres (25,721 S.F.)" on the plan entitled

Proposed Easement Plat Benefiting  
Inverness  
At Vermont National Country Club  
Over  
Gleneagles  
At Vermont National Country Club  
Park Road & Golf Course Road, South Burlington, Vermont

dated March 11, 2020, prepared by Button Professional Land Surveyors, PC, recorded in Map Slide 639, Page 1 of the Land Records of the City of South Burlington (the "Plan").

The Grantee shall have the right to enter onto the Easement Area and to have exclusive use thereof, in order to (1) maintain, prune, repair and replace for privacy and security, substantially in the same density and at the same or lesser heights as currently exist, the shrubs, trees and plants constituting the "privacy hedge" between the communities known as Inverness and Gleneagles, at the sole cost of the Grantee and its successors and assigns, that constitute the intermittent hedge of shrubs, trees and plants in the Easement Area substantially in their existing locations, including the locations shown and depicted on the Plan, and (2) use, enjoy, maintain, repair and replace the lawns and yards located on the west side of the privacy hedge.

5/22/2020

Grantor shall not take or permit any action that would harm or damage the hedges, trees, shrubs and plants constituting the "privacy hedge".

By its acceptance of this easement, the Grantee, for itself and its successors and assigns, shall

- (a) so maintain, prune, repair and replace the privacy hedge at Grantee's expense; and

(b) indemnify and hold the Grantor, its members and agents, harmless on account of an injury or damage resulting from the maintenance, pruning, repair and replacement of the privacy hedge not attributable to an act of the Grantor or its members or agents.

TO HAVE AND TO HOLD to the Grantee and its successors and assigns, to its and their own use and behoof forever.

IN WITNESS WHEREOF, the Grantor has executed this deed this 22ND day of MAY, 2020.

GLENEAGLES OWNERS ASSOCIATION, INC.

By: CF Siegel  
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

This record was acknowledged before me at South Burlington on May 22, 2020 by Charles F. Siegel, President of GLENEAGLES OWNERS ASSOCIATION, INC.

Before me, [Signature]  
Notary Public  
My Commission Expires: 1.31.21  
My Credential Number: 00007391

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Vermont Property Transfer Tax  
32 V.S.A. Chap 231  
-ACKNOWLEDGEMENT-  
RETURN REC'D-TAX PAID BOARD  
OF HEALTH CERT. REC'D.  
VT LAND USE & DEVELOPMENT  
PLANS ACT. CERT. REC'D  
Return No. \_\_\_\_\_  
Donna Kinville City Clerk  
Date Jul 27, 2020