

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, **SHEILA K. GETZINGER** (as **Trustee to reconvey**), of Moretown, Vermont, Grantor, in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION paid to my full satisfaction by **MICHAEL K. WESTHELLE and KAREN M. WESTHELLE**, of Mahwah, New Jersey, Grantees, by these presents do hereby REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said Grantees, **MICHAEL K. WESTHELLE and KAREN M. WESTHELLE**, as **tenants by the entirety**, and their heirs, assigns and successors in title forever, all right and title which I, the Grantor or my successors have in and to certain lands and premises in Fayston, in the County of Washington and State of Vermont, described as follows, viz:

Being a part of the lands and premises conveyed to the Grantor herein by Quit Claim Deed of Michael K. and Karen M. Westhelle and Mary M. Westhelle and Robert C. Westhelle, as Trustees, of even or approximate date herewith and recorded in the Fayston Land Records herewith.

That part of the above described lands and premises which is hereby conveyed is more particularly described as follows:

Being Lot #5, consisting of 20.57 acres, more or less, as depicted on a plan entitled "Lots 1-7 Westhelle Subdivision, Fayston, Vt." prepared by Glenn Towne and dated October, 1998, last revised May 31, 2001 and recorded February 2, 2004 as Map Slide 216A of the land records of the Town of Fayston, Vermont.

There is hereby conveyed and reserved an easement and right-of-way over, under and across a fifty (50) foot wide strip of land running from Town Highway #16 across portions of Lot 4 and Lot 7 as depicted on the aforementioned plan for use in common with the owners of Lots 3, 4 and 7, for purposes of ingress and egress to the herein conveyed lands and premises and for the installation of underground utility lines, including telephone, cable, and sewage disposal system lines and components. Grantees agree by acceptance of this deed to share the cost of maintenance (including plowing, grading and sanding), repair, and reconstruction of the right-of-way with the other lot owners, provided that only those lot owners who have commenced construction of improvements in the nature of structures, be they dwellings or other structures, shall be responsible to share in those costs. The cost shall be shared on a prorata basis based upon the distance from Town Highway #16 to the intersection of the driveways leading to the respective lots.

Lot #5 is conveyed subject to and with the benefit of a twenty-five (25) foot wide easement for the benefit of Lots 1, 2, 3, 4 and 6, for the construction, maintenance, repair and reconstruction of sewage lines and appurtenant equipment to be placed underground, which easement commences on Lot 2, crosses the boundary line between Lots 2 and 3 heading northeasterly 400 feet, more or less, turns and heads easterly approximately 400 feet, crosses the fifty foot wide right-of-way to Lot 5, continues easterly fifty feet, more or less, crosses onto Lot 7 and then heads southeasterly approximately 250 feet into the septic easement area located on Lot #7 (as reconfigured by this and companion deeds recorded on

even date herewith), as well as an easement for the construction, maintenance, repair and reconstruction of an underground sewage disposal system, which said easement is over, under and across Lot 7 and is generally as depicted on the aforementioned plan, for the benefit of Lots 1 through 6 inclusive. The general location of the sewage disposal systems and lines to serve said lots is as hereinabove described. The precise location of the easement areas conveyed and reserved herein is subject to final survey following completion of installation. Grantees shall have such easements over and across the area where the sewage disposal system leach field is installed, and where lines from Lot #2 to said leach field are installed, as are reasonably necessary to perform the construction, maintenance, repair and reconstruction of the sewage disposal system to serve Lot #5.

At such time as the Grantees or their heirs and assigns exercise their rights with respect to the sewage disposal system easements herein conveyed, all work performed in the easement areas shall be done so as to minimize the area disturbed, and the Grantees, or their heirs or assigns, shall return the surface of the ground to as near as practicable its condition prior to any disturbance, as soon as is practicable.

Grantees agree, for themselves and their heirs and assigns, by acceptance of this deed, that all work within any easement area or right-of-way, whether for the purpose of initial construction or otherwise, shall be done strictly in accordance with all state, local or federal regulations which may apply thereto, and that all work shall be performed in a good workmanlike manner. Grantees herein, and their heirs and assigns, shall be solely responsible for the repair, maintenance, and replacement of the sewage disposal system serving the subject property, and all appurtenant equipment which serves Lot #5, to assure that it does not create a nuisance or health hazard. In the event the sewage disposal system or appurtenant equipment serving Lot #5 fails, and the Grantees or their heirs and assigns, do not promptly repair the same after notice of the failure, any other lot owner including the owner of Lot #7, may effectuate the repair and the cost of the same shall be Grantees' responsibility, together with a charge of ten (10)% for administration of the work. In the event Grantees fail to reimburse the owner(s) who performed the work upon receipt of the invoice, interest shall accrue at the rate of eighteen (18) percent per annum on any unpaid balance commencing on the date of the payment for the work by the owner(s) who contracted for the work to be performed. Should the owner(s) who contracted for the work retain counsel to collect the costs, Grantees, their heirs and assigns, shall be liable for all costs and attorneys fees incurred in the collection effort.

Grantees, their heirs and assigns, shall hold harmless and indemnify Robert and Mary Westhelle, individually and as Trustees, their heirs and assigns, from all loss, liability, costs and damages, including attorney's fees, in the event Grantees herein or their heirs or assigns breach any of the conditions or covenants herein set forth. All of the terms, covenants, restrictions and conditions contained in this deed shall run with the land and may be enforced by the Robert and Mary Westhelle, individually and as Trustees, or their heirs or assigns.

Subject to and with the benefit of rights, restrictions, covenants, terms, rights-of-way and easements referenced in the above mentioned deeds and instruments and their records, or otherwise of record in the Town of Fayston Land Records, which are valid and enforceable

at law on the date of this deed - not meaning by such language to renew or reinstate any encumbrance which is otherwise barred by the provisions of Vermont law. The herein conveyed property is also conveyed subject to and with the benefit of all permits issued by the Town of Fayston and/or the State of Vermont pertaining to the subject property.

Reference may be had to the above mentioned deed and instruments and their records, and to all prior deeds and instruments and their records, for a more particular description of the herein conveyed land and premises.

This deed is one of three deeds to be executed and recorded simultaneously for the purpose of correcting the description - in particular the lot sizes and dimensions - of Lots #5 and #7 of the Westhelle Subdivision.

TO HAVE AND TO HOLD all right and title in and to said quit claimed premises, with the appurtenances thereof, to the said Grantees as aforesaid, as tenants by the entirety, AND FURTHERMORE, I, the said Grantor do, for myself and my heirs and assigns, covenant with the said Grantees and their heirs and assigns, that from and after the ensealing of these presents, I, the said Grantor will have and claim no right in or to the said quit claimed premises.

In Witness Whereof, I have hereunto set my hand on this 8th day of July 2004.

Susan Neill

Witness

Sheila K. Getzinger

Sheila K. Getzinger

STATE OF VERMONT
WASHINGTON COUNTY, ss.

In said County on this 8th day of July, 2004, personally appeared Sheila K. Getzinger and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed. Before me,

Susan Neill

Notary Public

FAYSTON TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

DATE 7/8/04 TIME 3:04 PM
RECORDED IN BOOK 97 PAGE 526-528
ATTEST Patti Lewis, Asst. TOWN CLERK

ACKNOWLEDGEMENT
RETURNED RECEIVED

(Including certificates and, if required ACT 250 disclosure statement) and Tax Paid

RETURN NO. 2004-07-010
SIGNED Patti Lewis, Asst. CLERK
DATE 7/8/04