

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

We, **ROBERT C. WESTHELLE and MARY M. WESTHELLE**,
husband and wife of Ringwood, New Jersey, and
MICHAEL K. WESTHELLE and KAREN M. WESTHELLE,
husband and wife of Mahwah, New Jersey

Grantors, in consideration of TEN AND MORE Dollars paid to our full satisfaction by

MICHAEL K. WESTHELLE and KAREN M. WESTHELLE
husband and wife, as tenants by the entirety

of Mahwah, New Jersey, Grantees, by these presents do freely GIVE, GRANT, SELL,
CONVEY AND CONFIRM unto the said Grantees,

MICHAEL K. WESTHELLE and KAREN M. WESTHELLE

and their heirs and assigns forever, certain lands and premises located in Fayston, in the County
of Washington and State of Vermont, described as follows, viz:

Being a portion of all and the same lands and premises as were conveyed to
Robert C. Westhelle, Mary M. Westhelle, Michael K. Westhelle and Karen
Westhelle by Warranty Deed of Keith Van Buskirk dated November 14, 1995
and recorded November 27, 1995 in Book 68, pages 420-422 of the land
records of the Town of Fayston, Vermont.

Being Lot #5 as depicted on a plan prepared by Glenn Towne dated October,
1998 entitled "Lots 1 - 7 Westhelle Subdivision, Fayston, Vt.," which said plan
is recorded as Map Slide #212 of the Town of Fayston Land Records.

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 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 #5, 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 5 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

WINGER, ESQ.

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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 Grantors herein, 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 Grantors herein 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.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees

MICHAEL K. WESTHELLE and KAREN M. WESTHELLE,
husband and wife, as tenants by the entirety

and their heirs and assigns, to their own use and behoof forever; And we, the said Grantors

ROBERT C. WESTHELLE and MARY M. WESTHELLE, and
MICHAEL K. WESTHELLE and KAREN M. WESTHELLE

for ourselves and our heirs, executors and administrators, do covenant with the said Grantees

MICHAEL K. WESTHELLE and KAREN M. WESTHELLE

and their heirs and assigns, that until the ensealing of these presents, we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they

are FREE FROM EVERY ENCUMBRANCE; except as aforesaid and except a mortgage granted to Northfield Savings Bank by deed of the Grantors herein dated June 14, 1999 and recorded in Book 77, page 207 of the Fayston Land Records;

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

In Witness Whereof, I have hereunto set my hand on this 31st day of December 2001.

Sheila K. Galt

Witness

Robert C. Westhelle

Robert C. Westhelle

STATE OF Vermont
Washington COUNTY, ss.

In said County on this 31st day of December, 2001, personally appeared Robert C. Westhelle and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. Before me,

Sheila K. Galt

Notary Public

In Witness Whereof, I have hereunto set my hand on this 31st day of December 2001.

Sheila K. Galt

Witness

Mary Westhelle

Mary Westhelle

STATE OF Vermont
Washington COUNTY, ss.

In said County on this 31st day of December, 2001, personally appeared Mary Westhelle and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed. Before me,

Sheila K. Galt

Notary Public

In Witness Whereof, I have hereunto set my hand on this 2nd day of January, 2002.

Kathleen H.

Witness

Michael K. Westhelle

Michael K. Westhelle

STATE OF NEW JERSEY

Morris COUNTY, ss.

In said County on this 2 day of January, 2002, personally appeared Michael K. Westhelle and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. Before me,

Kath L. [Signature]
Notary Public

notary seal

In Witness Whereof, I have hereunto set my hand on this 2nd day of January, 2002.

Kath L. [Signature]
Witness

Karen M. Westhelle
Karen M. Westhelle

STATE OF NEW JERSEY

Morris COUNTY, ss.

In said County on this 2 day of January, 2002, personally appeared Karen M. Westhelle and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed. Before me,

Kath L. [Signature]
Notary Public

notary seal

RECEIVED
FAYSTON TOWN CLERK'S OFFICE
JAN 10 2002

FAYSTON TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

DATE 01/10/02 TIME 1:05PM
RECORDED IN BOOK 85 PAGE 244-250
ATTEST [Signature] TOWN CLERK

ACKNOWLEDGEMENT
RETURNED RECEIVED

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

RETURN NO. 2002-01-007

SIGNED [Signature] CLL

DATE 01/10/02

SHEILA K. GETZINGER, ESQ.

P.O. BOX 515

WAITSFIELD, VT 05673

(802) 496-5763