

KNOW ALL MEN BY THESE PRESENTS:

That We, Michal and Karren Westhelle, of Mahwah, in the County of Bergen, and State of New Jersey, (hereinafter, regardless of the number of GRANTORS, called the GRANTOR), in consideration of One Dollar paid, the receipt whereof is hereby acknowledged, hereby give, grant, bargain, sell and convey unto GREEN MOUNTAIN POWER CORPORATION, a Vermont corporation, and W.-F. Telecom, (hereinafter, regardless of the number of GRANTEEES, called the GRANTEE) and to its or their successors and assigns, the exclusive and perpetual right and easement to construct, reconstruct, operate, repair, maintain, replace, patrol and remove stub poles, guys, anchors, braces, fixtures and appurtenances, (hereinafter, called the facilities) for the support of the GRANTEE'S pole(s) located upon or near the GRANTOR'S land in Fayston, Washington County, State of Vermont. Said facilities are further described as being attached to the GRANTEE'S pole(s) presently numbered P11, P13-60 and P14, located on Kew-Vasser Rd.. Said facilities to be P11 and P14 18' anchor lead. P13-60 a 16' pushbrace lead..

The location of said facilities is to be established by and upon the final marking and placement thereof by the GRANTEE, with permission to enter upon the GRANTOR'S premises for access thereto and for trimming and/or cutting of trees or bushes along the roadside for the continued operation of the GRANTEE'S electrical and telecommunication system located along the road and all other purposes incident to this easement.

The GRANTOR, its heirs, executors and administrators hereby covenant that none of them will erect or permit any building or any other structures or trees or bushes to be planted or change the grade, fill or excavate which, in the judgment of the GRANTEE, its successors and assigns might interfere with the proper operation and maintenance of said facilities.

It is agreed that the facilities shall remain the property of the GRANTEE, its successors and assigns, and that the GRANTEE, its successors and assigns shall pay all taxes assessed thereon.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said GRANTEE, its successors and assigns forever.

And the GRANTOR hereby for said GRANTOR, its heirs, executors, and administrators covenant(s) with the GRANTEE, its successors and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, that GRANTOR has good right to sell and convey the same as aforesaid, and will WARRANT and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims and demands of all persons.

There is also hereby released and conveyed by the undersigned all homestead rights and other statutory rights or interests in the easements herein conveyed.

IN WITNESS WHEREOF the aforementioned GRANTOR hereunto set his/her/their hand(s) this 17 day of July, A.D., 2000.

IN THE PRESENCE OF:

Ronald Danbush

witness to 1st Grantor

Rosemary Slodczyk

witness to 2nd Grantor

Michal Westhelle

L.S.

Karren Westhelle

L.S.

Karren Westhelle

STATE OF New Jersey

COUNTY OF Norris

BE IT REMEMBERED, that on the 17 day of July, A.D., 2000, personally appeared Michal and Karren Westhelle signer(s) and sealer(s) of the foregoing written instrument and acknowledged the same to be his/her/their free act and deed.

Before me,

Kath L
Notary Public

Notary Seal

Guying, anchor / Easement

**FAYSTON TOWN CLERK'S OFFICE
RECEIVED FOR RECORD**

DATE 12/18/01 TIME 2:45 PM

RECORDED IN BOOK 84 PAGE 1022

ATTEST [Signature] TOWN CLERK

KATHLEEN GAVIN
Notary Public of New Jersey
My Commission Expires Oct. 1, 2000