

344

W.O. # 13350

RIGHT-OF-WAY EASEMENT

Map. # Mo.

KNOW ALL MEN BY THESE PRESENTS, that JOHN AMMERMAN

DOROTHY D. AMMERMAN

of DICKERSON in the County of MONTPELIER and State of Me. (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 Washington Electric Cooperative, Inc. a cooperative corporation with its principal office in East Montpelier, in the County of Washington and State of Vermont, and to its successors and assigns, the perpetual easement and right-of-way upon the lands of the undersigned, situated in MORETOWN in the County of CASHOTON, State of Vermont, and more particularly described as follows: BEING part of the land and premises conveyed to the Grantors by deed of WILLIAM LUMBER CO., INC. dated Dec 20 1968 and recorded in Book 30 Page(s) 100 of the Land Records of the Town of MORETOWN and being a strip of land 10 feet wide beginning at the edge of the driveway leading to this property, for the purposes of constructing, reconstructing, relocating, replacing, operating, maintaining, repairing and removing guy wires, anchors, wires, poles and other equipment, appliances or fixtures necessary or convenient for carrying service wires for the transmission and distribution of electricity and transmitting communications by wire or wireless systems on, under, or over the above lands, with the right of ingress or egress where convenient to enter on the above lands, or in or upon all streets or highways abutting said lands, with the right to clear by such means as Grantee deems desirable all trees, shrubbery, brush, improvements, hazards or obstructions within an area on either side of said pole lines of 10 feet, and to cut down from time to time all trees within or without the easement that may interfere with the equipment, fixtures or appliances of Grantee, with right of access to said right-of-way across other land of Grantor for all the within purposes. Guying Rights beyond the above-expressed width are also herein granted as may be necessary or convenient from time to time to allow proper construction, reconstruction, relocation, replacement, operation, maintenance, repair or removal of said line. Said line to enter from land now or formerly of Richard L. LANE or from existing pole John Ammerman on Town Highway # 41 and across to land now or formerly owned by John Ammerman or to Town Highway # 41.

It is agreed that the line or cables and all equipment, fixtures and electrical apparatus shall remain the property of the Grantee, its successors and assigns, and that the Grantee, 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, successors and assigns forever.

And the Grantor hereby for said Grantor, heirs, executors and administrators covenant(s) with the Grantee, successors and assigned 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, 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 undersigned have set their hands and seals this 15th day of April, 1991.

IN THE PRESENCE OF:

Signature: Neal Welleck Witness
 Signature: John Ammerman Owner Seal
 Signature: Neal Welleck Witness
 Signature: Dorothy D. Ammerman Owner

STATE OF Maine At Frank Periquillo this 15th day of April COUNTY OF MONTPELIER A.D., 1991, John D. Dorothy D. Ammerman personally appeared and they acknowledged this instrument by seal and subscribed to be free act and deed.

Before me, John D. Periquillo Notary Public

MORETOWN TOWN CLERK'S OFFICE
 RECEIVED FOR RECORD
 DATE 6-1-91 TIME 11:30AM
 RECORDED IN BOOK 48 PAGE 344
 ATTEST Conrad H. Harris TOWN CLERK