Easement Deed

KNOW ALL MEN BY THESE PRESENTS:

THAT, «Grantor» of «GTown» County of «GCo», State of «GSt», (hereinafter called Grantor), and in consideration of the sum of One Dollar and other valuable consideration paid by the VILLAGE OF LYNDONVILLE, (hereinafter called Grantee) a municipal corporation having its office and principal place of business at the Village of Lyndonville, in the County of Caledonia and State of Vermont, and the TELEPHONE OPERATING COMPANY OF VERMONT LLC, (a.k.a. FairPoint Communications), a limited liability company duly organized under the laws of the State of Delaware, (hereinafter together called Grantees) the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the Grantees as tenants in common, their successors and assigns, the perpetual right and easement to construct, inspect, operate, maintain, reconstruct and remove a line or lines of poles with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity, including necessary guy wires, push braces, underground wires, underground primary wires, underground service cables, conduits, pipes, manholes, pad mounts, vaults for transformers and other fixtures and appurtenances used or adopted for the purpose, upon, over and across and under the surface of the lands owned by the Grantor in the town of «GLTown», County of «GLC», State of Vermont, more fully described in deed given by «GLDby» to «GLDto» dated «GLDbk» and recorded in the Land Records for «GLDrs» in Book «GLDbk» at Page «GLDpg», Said line shall begin at lands now or formerly of «LineFrom» and run across the Grantor's land in a «LineDir» direction to lands now or formerly of «LineTo».

The exact location of said line or lines is to be selected by the grantees after their final surveys have been completed, within the above described location and to become permanently established upon the erection of the poles in said line or lines.

Together with the right to cut down, keep trimmed or eliminated by such means as Grantees deem desirable, all trees and underbrush as the Grantees may from time to time desire within a width of «ROWcut» feet on each side of the said line or lines of poles above described; together with such other trees on said premises adjacent to this right of way as, in the judgment of the Grantees, may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

Together, also, with the right to enter upon such right and easement, across other property owned by the Grantor, for the purposes of exercising any of the rights herein granted; provided, however, that said right must be exercised in a careful manner and any damages to such other property of the Grantor caused by the Grantees shall be borne by the Grantees.

RESERVING, however, to the Grantor and their successors and assigns, the right to cultivate the ground between such poles and underneath such wires and/or cables as may be erected, replaced, and maintained upon such easement, provided such use shall not interfere with the rights herein granted.

The Grantor covenants and agrees not to plant any trees or other plants or construct or erect or permit the erection or maintenance of buildings or structures of any kind or change the grade, fill or excavate within «ROWbuild» feet on each side of said line or lines of poles above described; together with such other trees on said premises adjacent to this right of way as, in the judgment of the Grantees, may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

And for the consideration aforesaid, I, «Name1>» «Spouse» of the said «Name2>» hereby release unto the Grantees all my right of and to «DorC>» and all other rights and interests, in the rights and easements hereby conveyed.

The foregoing shall be binding upon and shall endure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor hereunto set their hands and seal this «SealDay» day of «SealMonth» A. D. «SealYear».

WITNESSES:

STATE OF 

COUNTY OF 

BE IT REMEMBERED, that on the «SealDay» day of «SealMonth» A. D. «SealYear» personally appeared «Signers» signer and sealer of the foregoing written instrument and acknowledged the same to be free act and deed.

Before me,

Notary Public, My Commission Expires …………..

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE

Clerk’s Office

Received for Record

at o’clock minutes of Land Records

in Book Page

of W. O. No.

Attorney: D. O. No.

Clerk

Recorded in the

Village of Lyndonville

Electric Department

Operations Department

46 Grove Street

Lyndonville VT 05851