

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Susan B. Martin, of Warwick, in the County of Bristol, and State of Rhode Island, and Dorothy Anne Martin, of Wilton in the County of Fairfield, and State of Connecticut Grantors, in the consideration of One and more--Dollars paid to our full satisfaction by James W. Langan and Clare B. Langan, husband and wife, of Huntington, L. I. in the County of Suffolk and State of New York Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees James W. Langan and Clare B. Langan, husband and wife, and their heirs and assigns forever, a certain piece of land in Chittenden in the County of Rutland and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Susan B. Martin and Dorothy Anne Martin by deed of Robert C. Forest and wife dated August 8, 1969 and recorded in Chittenden Land Records in Book 24 at Page 236 and in said deed bounded and described as follows:

"Alland the same lands and premises that were conveyed to the said grantors by Royce and Alice H. Mandigo by deed dated 10 January 1969, recorded in the Chittenden Land Records, Book 24, Page 179, and therein described as follows:

"A parcel of land consisting of 55 acres, more or less, located on the easterly side of the Town Road leading from Chittenden to Goshen Four Corners, generally referred to as the Middle Road, and being all that portion of the lands and premises that were conveyed to the grantors herein by Alfred J. Wimet, administrator of the estate of William F. Baird, by deed dated 4 March 1933, recorded in the Chittenden Land Records, Book 19, Page 455, as lies easterly of said road, all of the land lying westerly thereof having been heretofore conveyed by the grantors herein to Edward J. Rogers by deed dated March 31, 1933 and recorded in Chittenden Land Records in Book 19 at Page 456.

"The premises herein conveyed are this day bounded and described as follows: Westerly by the Middle Road; northerly by lands of Jack Phillips marked by a wire fence; easterly by lands of Ray Antonocci marked by a wire fence and by lands of Leslie Bencir marked by a wire fence and southerly bylands of one Learue marked by a wire fence.

"There is expressly included in this conveyance a right and privilege of laying and maintaining a pipe line or aqueduct from the living spring, so-called, on land heretofore conveyed to said Edward J. Rogers to the parcel herein conveyed, said water rights have been expressly reserved in the deed from Royce Mandigo and wife to Edward J. Rogers dated March 31, 1933 and recorded in Chittenden Land Records, Book 19 at Page 456.

"A portion of said lands and premises are subject to a certain right of way leaded by Arthur W. Elliott to the Town of Chittenden by lease dated June 20, 1913, and recorded in Town of Chittenden Land Records, in Book 17 at Page 669. A survey description of said leased right of way was filed in the Chittenden Land Records on December 24, 1908 in Book 17 at Page 395."

The Grantors herein, Susan B. Martin and Dorothy Anne Martin, covenant and represent that the above described lands and premises contain 70 acres, more or less, rather than 55 acres, more or less, stated above.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees James W. Langan and Clare B. Langan, husband and wife their heirs and assigns, to their own use and behoof forever; And we the said Grantors Susan B. Martin and Dorothy Anne Martin, for ourselves and our heirs, executors and administrators, do covenant with the said Grantees James W. Langan and Clare B. Langan, their heirs and assigns, that until the ensembling 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 hereinbefore set forth, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as hereinbefore set forth/

IN WITNESS WHEREOF we hereunto set our hands and seals this 14th day of November A.D. 1972

In Presence of
Peter R. Waterman
John L. Ponte
Carrie W. Ancona
Donna K. Gorlan

Susan B. Martin L.S.

Dorothy Anne Martin L.S.

STATE OF RHODE ISLAND
BRISTOL COUNTY

SS. At Warwick this 14th day of November A.D. 1972
Susan B. Martin

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me Henry G. Smith
Notary Public

STATE OF CONNECTICUT
FAIRFIELD COUNTY

SS. Wilton,

At Wilton this 14th day of November A.D. 1972 Dorothy Anne Martin personally appeared, and she acknowledged this instrument, by her sealed and subscribed to be her free act and deed.

Before me Carrie W. Ancona
Notary Public

Seal

My Commission Expires 4/1/74

Vermont Property Transfer Tax
3% V.S.A. Chap. 231

Return No. 1152785
Signed *Therese J. Long*, Clerk
Date *December 29, 1972*

Not a subdivision

Exempt under Vermont Board of Health Subdivision Regulations

Return Rec'd. - Tax Paid - Bureau of Health Cert. Rec'd.
vt. Land Use & Development Plans Act Cert. Rec'd.

Received and recorded this Warranty Deed this 29th day of December A.D. 1972 at 10 o'clock no minutes A.M. Attest: Town Clerk *Therese J. Long*

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT the Town of Chittenden, a municipal corporation organized under the laws of the State of Vermont, lying in the County of Rutland and State of Vermont Grantor, in the consideration of One and more--Dollars paid to its full satisfaction by James W. Langan and Clare B. Langan, husband and wife, of Huntington, L. I. in the County of Suffolk and State of New York Grantees, have REMISED, RELEASED, and forever QUIT-CLAIMED unto the said James W. Langan and Clare B. Langan, husband and wife, all right and title which the Town of Chittenden or its successors have in and to a certain piece of land in Chittenden in the County of Rutland and State of Vermont, described as follows, viz:

Being all its right, title and interest, if any, in and to a certain lease agreement between Arthur W. Elliott and the Town of Chittenden dated June 20, 1913 and recorded in Chittenden Land Records in Book 17 at Page 69.

It is the intent of this deed to relinquish all right, title and interest, if any, in and to a certain road which was leased to the Town of Chittenden. Said road crosses lands now or formerly of Susan B. Martin and Dorothy Anne Martin, the said Martins having acquired said property by deed of Robert C. Forrest and wife dated August 8, 1969 and recorded in Chittenden Land Records in Book 24 at Page 236.

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said James W. Langan and Clare B. Langan, their heirs and assigns forever. AND FURTHERMORE it the said Town of Chittenden does for itself and its successors, covenant with the said James W. Langan and Clare B. Langan, husband and wife heirs and assigns, that from and after the ensembling of these presents the said Town of Chittenden will have and claim no right, in, or to the said quit-claimed premises.

IN WITNESS WHEREOF, it hereunto sets its hand and seal this 30th day of October A.D. 1972

In Presence Of

Edward A. McPhee
William A. Dalto

By Charles Gardner L.S.
Charles Silver L.S.
Robert E. Bearor L.S.

SEAL

STATE OF VERMONT
RUTLAND COUNTY

SS. At Town of Chittenden this 30th day of October A.D. 1972

Town of Chittenden, by its Selectmen and Agents, Charles Gardner, Charles Silver and Robert Bearor, personally appeared, and they acknowledged this instrument, by them sealed and subscribed to be their free act and deed, and the free act and deed of the Town of Chittenden.

Vermont Property Transfer Tax
32 V.S.A. Chap. 231

Before me Harriet S. Thorne
Notary Public

ACKNOWLEDGMENT--
Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.
At Land Use & Development Plans Act Cert. Rec'd.

Return No. A 142 502
Signed: Harriet S. Thorne, Clerk

Not a subdivision

Received and recorded this Quit-Claim Deed this 29th day of December A.D. 1972 at 7 o'clock and 30 minutes P.M. Attest: Town Clerk

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LEASE AGREEMENT

THIS AGREEMENT Made the Twentieth day of January in the year Nineteen Hundred and 73. of the second part: BETWEEN Carol V. Vitale of the first part and George Bragg A WITNESSETH, That the said party of the first part has agreed to LET, and hereby do LET to the said party of the second part, and the said party of the second part has agreed to TAKE and hereby does TAKE from the said party of the first part, the following premises, viz:

A former Gas station on the premises of Carol V. Vitale located in the Town of Chittenden, Vermont and being adjacent to the Wooden Barrel Country Store, so-called.

The said George Bragg is to furnish a certificate of Insurance for Liability.

There shall be no cars torn apart on the outside of the building and there is to be only small repair work on cars, boat motors and lawnmowers.

There shall not be over Five cars in the parking lot at one time to be worked on.

There shall be no junk or waste stored outside the bldg.

with the priveleges and appurtenances for and during the term of Four (4) months from the 20th day of January 1973. which term will end April 20, 1973. And the said party of the second part covenant that he will pay the party of the first part for the use of the said premises, the monthly rent of per month-Seventy Five Dollars (\$75.00), to be paid in advance. Said Bragg shall also pay the last month's rent forthwith which shall be held in case of damage to the property caused by the party of the second part.

AND PROVIDED FURTHER if said party of the second part shall fail to pay said rent, or any part thereof when it becomes due, it is agreed that said party of the first part may sue for the same, or re-enter said premises, or resort to any legal remedy.

The party of the first part agree to pay all Real Property Estate taxes to be assessed on said premises during said term.

The party of the second part covenant that at the expiration of said term he will surrender up said premises to the party of the first part in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS THE HANDS AND SEALS of the said parties, the day and year first above written.

In Presence Of
Janet L. DiDonno
Janet L. DiDonno
Witness as to Both

Carol V. Vitale
Party of the First Part
George Bragg
Party of the Second Part

Received and recorded this Lease Agreement this 26th day of January A.D. 1973 at 10 o'clock no minutes A.M. Attest: Town Clerk Harriet S. Thorne

There will be no drinking of Alcoholic beverages on the premises.