

EXECUTOR'S DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Peter M. Breu, am the Executor of the Estate of John M. Breu, late of Rochester, County of Windsor, State of Vermont, deceased, and

WHEREAS, the Honorable Joanne M. Ertle, Judge of the Probate Division, Vermont Superior Court, Windsor Unit, at a session thereof, held at Woodstock, Vermont on the 19th day of August, 2016, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize Peter M. Breu to sell the one half interest in the lands and premises of the real estate of said deceased, for the purpose of the Estate, said License to Sell to be recorded in the Town of Rochester, Vermont, Land Records;

WHEREAS, having previously taken the oath required by law, and fulfilled all remaining requisitions of the Statute and of the license aforesaid, I have sold the lands and premises to Christian Jacqz and Susan T. Monahan, of Ipswich, Massachusetts, for the sum of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00), the receipt whereof I do hereby acknowledge and do by these presents, Grant, Bargain, Sell, Convey and Confirm unto Christian Jacqz and Susan T. Monahan, as tenants by the entirety, and their heirs and assigns, the following described land in the Town of Rochester, County of Windsor and State of Vermont;

AND WHEREAS, I, Peter M. Breu, married, of Manchester, County of Hillsborough, State of New Hampshire, Grantor, in the consideration of ONE DOLLAR and other valuable consideration paid to my full satisfaction by Christian Jacqz and Susan T. Monahan, a married couple, of Ipswich, County of Essex and State of Massachusetts, as tenants by the entirety, Grantees,

BY THESE PRESENTS, DO FREELY GIVE, GRANT, SELL, CONVEY and CONFIRM unto the Grantees and their heirs and assigns, both my one half interest and the one half interest in the Estate of John M. Breu in those same two (2) certain parcels of land located in the town of Rochester, County of Windsor, and State of Vermont, more particularly bounded and described as follows:

First Parcel:

Being a parcel of approximately one acre located in the Great Hawk Colony in the town of Rochester, and being all and the same land and premises conveyed by Warranty Deed of George M. Brown to John M. Breu and Constance R. Breu

dated November 1, 1991 and recorded in Book 55 at Pages 356-358 of the Town of Rochester Land Records, where said premises are more particularly described as follows:

"Beginning at the southeast corner of Lot #4 at an iron pipe and proceeding in a northeasterly direction on a bearing of North 56 degrees 02' East for a distance of 55 feet, more or less, to a point;

Thence continuing in a northerly direction on a bearing of North 37 degrees 30' East for a distance of 175 feet, more or less, to a point;

Thence proceeding in a northerly direction on a bearing of North 10 degrees 44' West for a distance of 70 feet, more or less, to a point;

Thence continuing in a northerly direction on a bearing of North 19 degrees 30' West for a distance of 60 feet, more or less, to an iron pipe, which pipe is set in the edge of a right of way of Great Hawk Road;

Thence proceeding in a northwesterly direction along the right of way of Great Hawk Road on a bearing of North 56 degrees 06' West for a distance of 170 feet, more or less, to an iron pipe;

Thence proceeding in a southerly direction on a bearing of South 26 degrees 15' West for a distance of 390 feet, more or less, to an iron pipe;

Thence proceeding in a easterly direction on a bearing of North 81 degrees 00' East for a distance of 150 feet, more or less, to an iron pipe;

Thence proceeding in a straight line to the point of the beginning."

Second Parcel:

"Being Lot No. 5 of the Great Hawk Plan of Lots according to a survey map duly recorded in the Rochester Town Land Records, and being more particularly described as follows:

Beginning at an iron pipe, which is the northeast corner of Site #5, the southwest corner of Site #6, and the northwest corner of Site #7, proceed in a southwesterly direction on a bearing of South 37° 30' West, for a distance of 125 feet, more or less, to a point; continue in the same direction, on a bearing of South 56° 02' West for a bearing of 63 feet, more or less, to a point; continue in

the same direction, on the same bearing, for a distance of 150 feet, more or less, to an iron pipe, which is the northwest corner of Site #5; Thence, proceed in a southerly direction on a bearing of South 06° 30 East for a distance of 165 feet, more or less, to an iron pipe, which is the southwest corner of Site #5 and the northwest corner of Site #25; thence, proceed in a northeasterly direction, along the common boundary between Site #5 and Site #25, on a bearing of North 68° 00' East, for a distance of 330 feet, more or less, to an iron pipe which is the southeast corner of Site #5, the northeast corner of Site #25, and lies on the westerly boundary of Site #7; thence proceed in a northerly direction, along the common boundary between Site #5 and Site #7, in a straight line, approximately 275 to the point of the beginning.

Being all and the same land and premises conveyed by Warranty Deed of Great Hawk Corporation to John M. Breu and Constance R. Breu dated October 9, 1969 and recorded in Book 33, at Page 560 of the Town of Rochester Land Records.

Reference is also made to the Corrective Warranty Deed of Great Hawk Corporation to John M. Breu and Constance R. Breu, dated January 8, 1975 and recorded in Book 39, at Page 316 of the Town of Rochester Land Records.

This conveyance is made subject to the Protective Covenants dated September 26, 1968 and recorded in Book 35, Page 571, of the Rochester Land Records, and an Addendum to Covenants dated October 10, 1968 and recorded in Book 35 at Page 578. These Covenants are made a part hereof and are incorporated herein by reference.

Also conveyed is an equitable ownership interest in Great Hawk Cooperative Water System and incorporated by reference the Great Hawk Water Systems Agreement dated January 7, 1970 and recorded in Book 31, Page 379 and the Amendment dated July 9, 1973 and recorded in Book 38, Page 333 of the Rochester Land Records.

A right of way is conveyed from the Town Road over Great Hawk Colony roads, to be enjoyed in common with others.

These premises are subject to and benefited by rights of way for access as described in an agreement dated October 23, 1974 and recorded in Book 38, Page 406 and 407, of the Rochester Land Records and additional Protective Covenants may be found of record.

Meaning and intending to convey all and the same land and premises as conveyed by Warranty Deed from John M. Breu and Constance R. Breu to Peter M. Breu dated September 9, 2005 and recorded in Book 79, Pages 262-263 of the Rochester Land Records.

John M. Breu and Constance R. Breu reserved an enhanced life estate in the premises conveyed in the aforementioned deed. Constance R. Breu subsequently granted all her right and interest in the premises to John M. Breu by Warranty Deed dated March 30, 2012 and recorded in Book 92, Pages 202-204.

John M. Breu died on January 29, 2016. A copy of his death certificate has been filed with the Vermont Superior Court, Windsor Unit, Probate Division Docket No. 92-2-16.

Reference is hereby made to the aforementioned deeds and their records, and to all prior deeds and their records, for a further and more complete description of the lands and premises hereby conveyed.

TO HAVE AND TO HOLD the herein granted premises, with all the privileges and appurtenances thereof, to the Grantees, Christian Jacqz and Susan T. Monahan, as tenants by the entirety, their heirs and assigns, in the manner aforesaid, that I have in all things observed the direction of the law, and the license aforesaid; and that I will

WARRANT AND DEFEND said premises against all persons claiming the same, by, from or under the said John M. Breu, or I, Peter M. Breu, Executor and Individually, Grantor, but against no other person, except as hereinabove stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 7th day of September 2016.

ROCHESTER TOWN CLERK'S OFFICE

REC'D FOR RECORD Sep 19 A.D. 2016

AT 8 O'CLOCK 00 MINUTES AM

AND RECORDED IN BOOK 99 PAGE 147-150

ATTEST Joanne Macdonald TOWN CLERK

STATE OF New Hampshire

COUNTY OF Hillsborough

Pm Bm

Peter M. Breu, Individually and as Executor
Estate of John M. Breu

On this 7th day of September 2016, at Manchester, in the County and State aforesaid, personally appeared Peter M. Breu, Individually and as Executor of the Estate of John M. Breu, who acknowledged this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of the Estate of John M. Breu.

Karen Kim Lizotte

Notary Public

My Commission Expires:

KAREN KIM LIZOTTE

Notary Public - New Hampshire

My Commission Expires December 16, 2020

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

-ACKNOWLEDGEMENT-

Return No. 16-50 Date Sep 19 2016

Joanne Macdonald Clerk

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This conveyance is made subject to and with the benefit of any utility easements, public rights-of-way, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear more particularly of record; provided, however, that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7 of Title 27, Vermont Statutes Annotated. If it should be determined that all or a portion of the conveyed lands and premises are Vermont perpetual lease land, then same are conveyed as such.

The herein described lands and premises are conveyed subject to all outstanding mortgages, liens, attachments, leases, municipal assessments, and real estate taxes, all of which the Grantee herein agrees to assume by acceptance and recordation of this document. By execution and recordation of this deed, the herein grantor and grantee hereby certify that this transaction is made incident between husband and wife for no consideration or is otherwise pursuant to a valid Order of the Vermont Superior Court and is exempt from Vermont Property Transfer Tax.

TO HAVE AND TO HOLD all my right and title in and to the said quitclaimed premises, with the appurtenances thereof, to the said GRANTEE, **Jack Schwartz**, thus to him and to his heirs and assigns forever.

AND FURTHERMORE, I, the said **Marianne Ferrandino Schwartz**, do for myself and my heirs, executors and administrators, covenant with the said **Jack Schwartz** and his heirs and assigns, that from and after the ensealing of these presents the said **Marianne Ferrandino Schwartz** shall have and claim no right in, or to the said quitclaimed premises.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of June ~~May~~ 2019.

WITNESS

Marianne Ferrandino Schwartz
Marianne Ferrandino Schwartz

STATE OF NEW YORK

Suffolk

COUNTY, SS

At Sayville NY, this 26th day of June ~~May~~ 2019, **Marianne Ferrandino Schwartz** personally appeared, and acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me: Teresa M. Logrieco, Notary Public.

My Commission Expires: 8/28/21

Notary Public License Number: 01706363862

TERESA M. LOGRIECO
Notary Public, State of New York
No. 01706363862
Qualified in Suffolk County
Commission Expires August 28, 2021

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