

WARRANTY DEED**KNOW ALL MEN BY THESE PRESENTS:**

THAT IT, YODER REAL ESTATE PARTNERSHIP, a Pennsylvania limited partnership, f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership, with an office in Kutztown, in the County of Berks, and State of Pennsylvania, Grantor, in consideration of the sum of One Dollar and Other Good and Valuable Consideration paid to its full satisfaction by CHRISTOPHER W. MAYBURY, of Greenwich, in the County of Fairfield, and State of Connecticut, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, CHRISTOPHER W. MAYBURY, and his heirs and assigns forever, a certain piece of land in Killington (formerly Sherburne), in the County of Rutland, and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to Jean F. Yoder and William W. Yoder, a Pennsylvania limited partnership, by Warranty Deed of John Storkerson dated August 25, 1989, and recorded in Book 116 at Page 110 of the Sherburne Land Records, and therein more particularly described as follows:

Being all and the same lands and premises conveyed to John Storkerson by warranty deed of the Sherburne Corporation dated August 21, 1972, and recorded at Book 28, Page 314 of the Sherburne Land Records, which lands and premises are more particularly described in Schedule A attached hereto and made a part hereof.

The name of Grantor's limited partnership was changed to Yoder Real Estate Partnership by Certificate of Amendment - Limited Partnership dated September 8, 1998.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, CHRISTOPHER W. MAYBURY, and his heirs and assigns, to their own use and behoof forever; and IT the said Grantor, YODER REAL ESTATE PARTNERSHIP, a Pennsylvania limited partnership, f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership, for itself and its successors and assigns, does covenant with the said Grantee, CHRISTOPHER W. MAYBURY, and his heirs and assigns, that until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **Free from every encumbrance,**

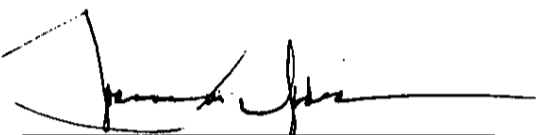
236-264

except as aforesaid; and it hereby engages to Warrant and Defend the same against all lawful claims whatsoever, except as aforesaid.

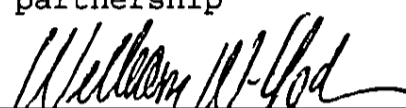
IN WITNESS WHEREOF, YODER REAL ESTATE PARTNERSHIP, a Pennsylvania limited partnership, f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership, has hereunto caused its hand and seal to be affixed this 19 day of May, 2003.

In the Presence Of:

YODER REAL ESTATE PARTNERSHIP  
f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership

  
\_\_\_\_\_

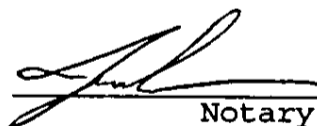
Witness

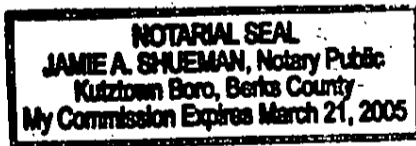
By:   
\_\_\_\_\_ William W. Yoder, General Partner

STATE OF PENNSYLVANIA }  
                                  } ss.  
COUNTY OF BERKS         }

At KUTZTOWN PA, this 19 day of May, 2003, William W. Yoder, as General Partner of YODER REAL ESTATE PARTNERSHIP, a Pennsylvania limited partnership, f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership, personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed, and the free act and deed of YODER REAL ESTATE PARTNERSHIP, a Pennsylvania limited partnership, f/k/a JEAN F. YODER AND WILLIAM W. YODER, a Pennsylvania limited partnership.

Before me,

  
\_\_\_\_\_ Notary Public



## SCHEDULE A

Being lot 208 on a plan of lots entitled Plot 20 "Trailview Area" of the Sherburne Corporation's development in Sherburne (Killington), Vermont, a copy of which plan is on file with the Sherburne Town Clerk, and being a portion of the lands and premises conveyed to Sherburne Corporation by deed of Frederica W. Welch dated December 27, 1967, and recorded in the Town of Sherburne Land Records in Book 23, Page 564, and bounded and described as follows:

Beginning at an iron pipe on the western right of way of the southern end of Overlook Drive, said point being the most northwestern corner of lot 207; thence on a bearing of South 48° 04' 30" West, along the western right of way of lot 207; a distance of 259.76 feet to an iron pipe, said pipe being on the northern right of way of the Great Eastern ski trail and also the most southwestern corner of lot 207; thence following the above mentioned right of way on a bearing of North 44° 47' 30" West, a distance of 78.74 feet to an iron pipe; thence continuing along said right of way on a bearing of North 52° 42' 30" West a distance of 83.55 feet to an iron pipe, said pipe being the most southeastern corner of lot 214; thence along the eastern boundary of lot 214 on a bearing of North 34° 15' 30" East a distance of 101.05 feet to an iron pipe, said pipe being the boundary between lots 214 and 213; thence continuing North 34° 15' 30" East along the eastern boundary of Lot 213 a distance of 40.4 feet to an iron pipe, said pipe being the most southwestern corner of lot 209; thence South 86° 22' 30" East along the southern boundary of lot 209 a distance of 258.26 feet to an iron pipe, said pipe being on the western right of way of Overlook Drive; thence following said right of way South 33° 32' 30" West a distance of 40.15 feet to the point and place of beginning.

The above parcel was surveyed by the firm of A.C.F. Precision Surveys, of Rutland, Vermont, in August, 1969. The above description is based on Magnetic North as of October, 1967. The above parcel to contain approximately 40,660 square feet of land.

The following is a description of the center line of a thirty (30) foot private right of way for vehicular ingress and egress, but not for the parking of vehicles crossing lot 209 to lot 208 of the Trailview Area of Killington East.

Beginning at a point in the center line of said drive, said point being located on the western right of way of Overlook Drive and further being located 54.5 feet North 33° 32' 30" East of the most northeast corner of lot 208; thence on a bearing of South 80° 42' West a distance of 40.0 feet to a point; thence South 54° 26' West a distance of 62.9 feet to the northern property line of lot 208 and the southern property line of lot 209.

This property is subject to a Declaration of Protective Covenants dated December 2, 1968, and recorded in Book 24 on Page 299 of the Sherburne Land Records. The property was made subject to these protective covenants by Supplementary Declaration #3 of Covenants and Restrictions dated July 6, 1970, and recorded in Book 26 on Page 136 of the Sherburne Land Records.

The property is subject to all provisions of any ordinance, municipal regulation, public law or act, applicable. The property is also subject to current taxes.

Sherburne Corporation hereby reserves and excepts, from the property herein conveyed, utility line easements for electric power and telephone lines and for sewage pipes and appurtenances all of which shall be exactly located at a time subsequent to the date of this instrument.

Included in this conveyance is all of Grantor's right, title and interest in and to a certain Easement and right-of-way for subsurface sewage disposal which was conveyed to Jean F. Yoder and William W. Yoder, a Pennsylvania Limited Partnership, by Easement

236-266

Deed of William W. Yoder and Joanne M. Yoder, husband and wife, dated February 9, 1998, and recorded in Book 170 at Page 424 of the Killington Land Records. Said easement and right-of-way are more particularly described as follows:

Being a permanent easement and right-of-way to locate, construct, install, maintain, repair and replace a subsurface sewage disposal system, including sewerage pipes, lines, mounds, soils, fill, drains and trenches (and flowage therefrom) and other related sewage disposal system components over, under, across and upon a portion of Grantors' lands.

Said lands of Grantors are commonly known as Lot 207, Overlook Drive, and are all and the same lands and premises conveyed to William W. Yoder and Joanne M. Yoder, husband and wife, by Warranty Deed of Sherburne Corporation dated June 12, 1974, and recorded in Book 32 at Page 170 of the Sherburne Land Records.

Said lands of Grantees are commonly known as Lot 208, Overlook Drive, and are all and the same lands and premises conveyed to Jean F. Yoder and William W. Yoder, a Pennsylvania Limited Partnership, by Warranty Deed of John Storkerson dated August 25, 1989, and recorded in Book 116 at Page 110 of the Sherburne Land Records.

Said easement area is more particularly shown and depicted on a survey plat entitled "Survey of Lands of William W. and Jean F. Yoder, Limited Partnership, William W. & Joanne M. Yoder, William W. & Joanne M. Yoder, Limited Partnership, Lots 206, 207 & 208, Overlook Drive, Town of Sherburne, Vermont" dated February 27, 1992, prepared by Tinker Surveys, Rutland, Vermont, and filed in the Town of Sherburne Land Records as Map No. M-98001 (Slide #610B). Said easement area is more particularly described according to said survey as follows:

Beginning at an existing iron pipe flush with the ground which marks the southwesterly corner of Lot 207, the southeasterly corner of Lot 208, the southwesterly corner of the herein described parcel, and in the northerly line of "Great Eastern Ski Trail" of Killington, Ltd.; thence from the iron pipe marking the point of beginning running S 44° 45' E along the northerly line of Killington, Ltd., a distance of forty eight (48) feet; thence running through Lot 207 for the following courses: N 41° 43' E a distance of sixty seven and six tenths (67.6) feet; N 40° 51' 20" W a distance of forty and three tenths (40.3) feet; thence S 48° 13' W along the common boundary line between Lot 207 and Lot 208 a distance of seventy and three tenths (70.3) feet to the iron pipe marking the point of beginning.

The above described parcel contains three thousand thirty five (3035) square feet of land.

Included in this easement is the right, privilege and authority of Grantee, its heirs, successors and assigns, to enter upon the aforesaid lands of Grantors for the purpose of locating, constructing, installing, maintaining, repairing or replacing said sewage disposal system and related paraphernalia. It is understood that Grantee shall do no unnecessary damage to said lands of Grantors and shall restore the premises to their former condition following such construction, maintenance, repair or replacement.

The Grantee, its heirs, successors and assigns, shall bear full responsibility for the use and enjoyment of the easement and shall hold Grantors and their heirs and assigns harmless from any claim of damages to person or premises resulting from the use, occupancy, and possession thereof by the Grantee and its heirs, successors and assigns.

Grantors for themselves and their heirs and assigns covenant that they will not engage in any activity nor erect, place, install or permit to be erected, placed or installed upon the lands and premises subject to this easement and right-of-way, any building or structure or any tree(s) or shrub(s) which might interfere with the

proper operation and maintenance of said sewage disposal system.

Reserving, nevertheless, to Grantors, their heirs and assigns, the right to use all of the above-described easement area for all purposes not inconsistent with subsurface sewage disposal. In particular, Grantors reserve the right to construct, install, maintain, repair and replace a dosing tank, sewerage pipes, pumps, and lines and related components within said easement area which comprise a portion of the septic system serving Grantors' lands.

THE HEREIN CONVEYED LANDS AND PREMISES ARE SUBJECT TO a permanent easement and right-of-way conveyed to William W. Yoder and Joanne M. Yoder, husband and wife, by Easement Deed of Jean F. Yoder and William W. Yoder, a Pennsylvania Limited Partnership, dated February 9, 1998, and recorded in Book 170 at Page 414 of the Killington Land Records. Said easement and right-of-way are more particularly described as follows:

Being a permanent easement and right-of-way to locate, construct, install, maintain, repair and replace a subsurface sewage disposal system, including sewerage pipes, lines, mounds, soils, fill, drains and trenches (and flowage therefrom) and other related sewage disposal system components over, under, across and upon a portion of Grantor's lands.

Said lands of Grantor are commonly known as Lot 208, Overlook Drive, and are all and the same lands and premises conveyed to Jean F. Yoder and William W. Yoder, a Pennsylvania Limited Partnership, by Warranty Deed of John Storkerson dated August 25, 1989, and recorded in Book 116 at Page 110 of the Sherburne Land Records.

Said lands of Grantees are commonly known as Lot 207, Overlook Drive, and are all and the same lands and premises conveyed to William W. Yoder and Joanne M. Yoder, husband and wife, by Warranty Deed of Sherburne Corporation dated June 12, 1974, and recorded in Book 32 at Page 170 of the Sherburne Land Records.

Said easement area is more particularly shown and depicted on a survey plat entitled "Survey of Lands of William W. and Jean F. Yoder, Limited Partnership, William W. & Joanne M. Yoder, William W. & Joanne M. Yoder, Limited Partnership, Lots 206, 207 & 208, Overlook Drive, Town of Sherburne, Vermont" dated February 27, 1992, prepared by Tinker Surveys, Rutland, Vermont, and filed in the Town of Sherburne Land Records as Map No. M-98001 (Slide #610B). Said easement area is more particularly described according to said survey as follows:

Commencing at a chisel mark on the easterly side of a boulder which marks the southwesterly corner of the terminus of Overlook Drive, the northwesterly corner of Lot 207, and further located in the easterly line of Lot 208; thence from the point of commencement running S 48° 13' W along the common boundary line between Lot 208 and Lot 207 a distance of forty two and forty five hundredths (42.45) feet to a 5/8 inch iron pin set which marks the point of beginning; thence from the 5/8 inch iron pin which marks the point of beginning running through Lot 208 for the following courses: N 14° 53' W a distance of thirty two and five tenths (32.5) feet a 5/8 inch iron pin set; S 75° 07' W a distance of ninety three (93) feet to a 5/8 inch iron pin set; S 06° 12' W a distance of one hundred six and two tenths (106.2) feet to a 5/8 inch iron pin set; thence N 48° 13' E along the common boundary line between Lot 207 and Lot 208 a distance of one hundred forty seven and fifteen hundredths (147.15) feet to the 5/8 inch iron pin marking the point of beginning.

The above described parcel contains six thousand seven hundred forty two (6742) square feet of land.

Included in this easement is the right, privilege and authority of Grantees, their heirs and assigns, to enter upon the aforesaid lands of Grantor for the purpose of locating, constructing, installing, maintaining, repairing or replacing said sewage

236-268

disposal system and related paraphernalia. It is understood that Grantees shall do no unnecessary damage to said lands of Grantor and shall restore the premises to their former condition following such construction, maintenance, repair or replacement.

The Grantees, their heirs and assigns, shall bear full responsibility for the use and enjoyment of the easement and shall hold Grantor and its heirs, successors and assigns harmless from any claim of damages to person or premises resulting from the use, occupancy, and possession thereof by the Grantees and their heirs and assigns.

Grantor for itself and its heirs, successors and assigns covenants that it will not engage in any activity nor erect, place, install or permit to be erected, placed or installed upon the lands and premises subject to this easement and right-of-way, any building or structure or any tree(s) or shrub(s) which might interfere with the proper operation and maintenance of said sewage disposal system.

Reserving, nevertheless, to Grantor, its heirs, successors, and assigns, the right to use all of the above-described easement area for all purposes not inconsistent with subsurface sewage disposal.

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

**- ACKNOWLEDGMENT -**

Form No. 050 03  
Signed Shirley Wilson Clerk  
Date 5-27-03