

267-500

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, JOHN W. AUSTIN and MARIAN P. AUSTIN, a/k/a MARION P. AUSTIN, husband and wife, of the Town of Killington, County of Rutland and State of Vermont, Grantors, in the consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS paid to our full satisfaction by MARC B. OCHS and JULIA MUGGIA, of the City of New York, County of New York and State of New York, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, MARC B. OCHS and JULIA MUGGIA, as joint tenants with the right of survivorship, and their heirs and assigns forever, a certain piece of land in the Town of Killington, County of Rutland and State of Vermont, described as follows viz:

Being all and the same lands and premises conveyed to John W. Austin and Marian P. Austin, husband and wife, by Warranty Deed of William T. Kittle and Johanne S. Kittle, husband and wife, dated February 1, 1982 and recorded in Book 53, Page 405 of the Town of Killington (formerly Town of Sherburne) Land Records, and more particularly described as follows:

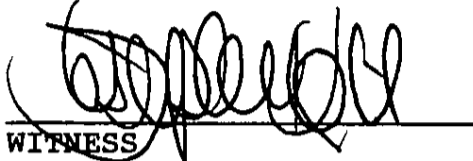
(SEE SCHEDULE A WHICH IS ATTACHED HERETO AND
MADE A PART HEREOF.)

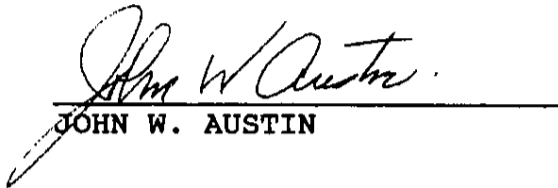
TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, MARC B. OCHS and JULIA MUGGIA, as joint tenants with the right of survivorship, and their heirs and assigns, to their own use and behoof forever; and we, the said Grantors, JOHN W. AUSTIN and MARIAN P. AUSTIN, a/k/a MARION P. AUSTIN, husband and wife, for ourselves, our heirs and assigns, do covenant with the said Grantees, MARC B. OCHS and JULIA MUGGIA, their heirs and assigns, that until the ~~ensealing~~ sealing of these presents, we are the sole owners of the ~~premises~~ premises and have good right and title to convey the same in ~~manner~~ manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, ~~except~~ as herein otherwise provided.

And further we, the said Grantors, hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as herein otherwise provided.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 30th day of December, 2004.

IN PRESENCE OF:


WITNESS

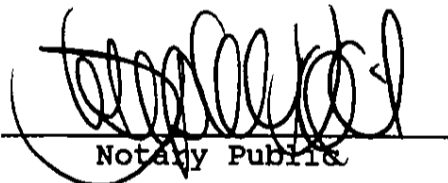

JOHN W. AUSTIN


WITNESS


MARION P. AUSTIN

STATE OF VERMONT
RUTLAND COUNTY, SS:

At Rutland, Vermont, this 30th day of December, 2004, personally appeared, John W. Austin and Marian P. Austin, a/k/a Marion P. Austin, husband and wife, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, 
Notary Public

My Commission Expires: 2/10/07

267-502

SCHEDULE A

A certain piece or parcel of land in the Town of Sherburne in the County of Rutland, State of Vermont, bounded and described as follows:

Beginning at a point in the southerly line of the Currier Road, so-called, marked by a stake at the northwest corner of the parcel of land conveyed to Kenneth P. Keim, et al, by deed of Clarence F. Mersch, et al, dated October 24, 1966, and recorded in Sherburne Land Records in Book 23 at page 300; thence westerly in the southerly line of the Currier Road along the following courses, for the following distances to a point in the brook 10 feet southeast of the center of an abandoned bridge, to wit: South 72° West 175 feet; South 64° West 100 feet; North 82° West 100 feet; North 59° West 146 feet; North 68° West 130 feet; and South 76° West 52 feet; thence along the center line of the brook along the following courses and for the following distances to a stake at or near the southwest corner of said Keim premises, to wit: South 48° East 132 feet; South 49° East 85 feet; south 53° East 100 feet South 58° East 73 feet; South 44° East 100 feet; South 53° East 46 feet; South 80° East 153 feet; and North 65° East 102 feet; thence North 0° East along a blazed line 298 feet to the point of beginning. Supposed to contain 2.68 acres, more or less. All compass bearings are magnetic, 15° West of true North.

Said lands and premises are subject to the provisions of and shall have the benefit of a certain Declaration of Restrictions and Covenants by Clarence F. Mersch, et al, dated September 1, 1966, and recorded in Sherburne Land Records in Book 23 at page 312. Reference is hereby had to said instrument and the record thereof for a more particular description.

Together with a right of way in common with others for the passage of persons on foot and in vehicles over the strip of land 50 feet in width surveyed and marked and known as Currier Road to gain access to the public highway until such time as Currier Road is accepted as a public highway by the Town of Sherburne.

Being a portion of the lands and premises conveyed to Clarence F. Mersch et al by deed of Charles G. Benson and Wife, dated July 11, 1966, and recorded in Sherburne Land Records, in Book 23 at page 220.

Further conveying herewith, is all of the Grantors' right, title and interest in and to those portions of Currier Road which were discontinued and decreed to Grantors by Selectmen's Findings and Order Discontinuing Highway, dated March 23, 1987 and recorded in Book 96, at Page 207 of the Killington Land Records.

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
- ACKNOWLEDGMENT -
Return No. 289 04
Signed [Signature] Clerk
Date 1-3-05

Received for record January 3 A.D., 2005 at 11:00 a.m.
Attest: [Signature] Killington Town Clerk