

VERMONT WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, BRIAN MOULTON and SUE ELLEN MOULTON, husband and wife, of Rochester in the County of Windsor and State of Vermont, Grantors, in the consideration of TEN AND MORE DOLLARS paid to our full satisfaction by TIMOTHY REIS and DEBORAH REIS, husband and wife, of Hartford in the County of Windsor and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, TIMOTHY REIS and DEBORAH REIS, and their heirs and assigns forever, a certain piece of land in Rochester in the County of Windsor and State of Vermont, described as follows, viz:

Being a parcel of 10.2 acres with improvements thereon located on the easterly side of Bethel Mountain Road, and being all the same lands and premises conveyed to Brian Moulton and Sue Ellen Moulton by warranty deed of Shepeg, Inc., dated August 15, 1986 and recorded in Book 48 at pages 79-81 of the Rochester land records, to which deed, the deeds therein mentioned and the Rochester land records reference may be had in aid of this description. In said deed, the property is described as follows:

"Being a portion of the same lands and premises described in a Warranty Deed from Lura A. Wheeler and Henry R. Wheeler to Shepeg, Inc. dated 8 October 1960, recorded in Book 35 at Page 213 of the Rochester Land Records; the PORTION conveyed herein is shown as 'Lot 2' on a plan entitled, "Shepeg, Inc., Rochester, Vermont" prepared by Norman R. Smith, Inc. dated 30 April 1984, revised 25 June 1984 and 29 August 1984. Said plat is recorded in the Rochester Land Records in Map Book 1 at Page 122. The lands and premises conveyed herein contain 10.2 acres, more or less, and are more particularly described as follows:

"Commencing at a point in the easterly edge of the presumed right of way of the Bethel Mountain Road, so-called, (State Aid Highway No. 1), said point marking the northwest corner of the lands and premises conveyed herein and the southwest corner of lands and premises now or formerly of one Haven, said point marked by an iron pin; thence running North 89 degrees 15 minutes 00 seconds East, 2140.3 feet, along the

property division lines of lands of the herein Grantor and said lands now or formerly of one Haven to a point being marked by an iron pin; thence running South 01 degrees 10 minutes 00 seconds East, 209.8 feet, along the property division line of lands of the herein Grantor and lands now or formerly of International Paper Corporation to a point marking the southeast corner of the lands and premises conveyed herein; thence running South 88 degrees 59 minutes 45 seconds West, 2003.4 feet, along a line marking the southerly boundary of Lot 2 conveyed herein and the northerly boundary of Lot 3 as shown on the aforesaid plat plan, to a point being marked by an iron pin; thence running North 33 degrees 05 minutes 75 seconds West, 258.9 feet, along the easterly edge of the presumed right of way of said Bethel Mountain Road to the point of beginning.

"The Grantor conveys to the Grantees, their heirs and assigns, by QUITCLAIM ONLY, all of the lands and premises located westerly of the above-described lands and premises to the center line of the Bethel Mountain Road.

"SUBJECT TO the Order of the Rochester Planning Commission dated 2 November 1984

"Access from the Bethel Mountain Road to the lands and premises conveyed herein and the adjoining lands shown as Lot 1 on the aforesaid survey by Norman R. Smith, Inc. shall be restricted to a single-shared easement and right of way ten (10) feet in length and twenty-five (25) feet in width, the center line of said common easement and right of way being described as follows:

"Commencing at a point on the easterly edge of the presumed right of way of Bethel Mountain Road near the center of a culvert, said point marking the southwest corner of Lot 1 and the northwest corner of Lot 2 conveyed herein; thence from said point of beginning running North 89 degrees 15 minutes 00 seconds East, 10 feet to a point. Said easement and right of way shall be for purposes of providing common ingress and egress from Lots 1 and 2 to Bethel Mountain Road. The cost of constructing and maintaining said entryway from Lots 1 and 2 shall be borne equally by the owners of said lots. The land and premises are conveyed subject to and with the benefits of the above-described easement and right of way and shall be binding upon and inure to the benefit of the heirs, assigns and successors of the Grantor and Grantees."

This parcel is subject to a utility line easement to Rochester Electric Light and Power Co., dated September 19, 1988 and recorded in Book 51 at page 262 of the Rochester land records, and to a right-of-way for the above-described shared driveway.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, TIMOTHY REIS and DEBORAH REIS as tenants by the entirety, to them, to the survivor of them and to their survivor's heirs and assigns, to their own use and behoof forever; and we the said Grantors, BRIAN MOULTON and SUE ELLEN MOULTON, for ourselves and our heirs, executors and administrators, do covenant with the said Grantees, TIMOTHY REIS and DEBORAH REIS and their heirs and assigns, that until the ensealing 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 written above.

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as written above.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 29th day of October A.D. 1992.

IN PRESENCE OF

Patricia A. Boyce  
1st Witness

[Signature]  
2nd Witness

Brian Moulton L.S.  
BRIAN MOULTON

Sue Ellen Moulton L.S.  
SUE ELLEN MOULTON

STATE OF VERMONT  
COUNTY OF Washington, SS.

At Northfield, this 29th day of October, 1992  
BRIAN MOULTON and SUE ELLEN MOULTON personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me,

Patricia A. Boyce  
Notary Public

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
—ACKNOWLEDGMENT—  
Return Rec'd.—Tax Paid.—Board of Health Cert. Rec'd.—  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 908 92172  
Signed F. Moulton, Clerk  
Date Oct 31, 1992

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD Oct 31 A.D. 1992  
AT 8 O'CLOCK — MINUTES 9 AM  
AND RECORDED IN BOOK 57 PAGE 53-55  
ATTEST Frances Moulton TOWN CLERK

## VERMONT WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT We, RICHARD J. GRIFFIN and DONA E. GRIFFIN, husband and wife, of Westford, County of Middlesex and State of Massachusetts, Grantors, in the consideration of Ten dollars and other valuable consideration, paid to our full satisfaction by TIMOTHY P. REIS and DEBORAH POND-REIS, husband and wife, of Rochester, in the County of Windsor and the State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, TIMOTHY P. REIS and DEBORAH POND-REIS, and their heirs and assigns forever, a certain piece of land in the Town of Rochester, in the County of Windsor and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to RICHARD GRIFFIN and DONA GRIFFIN by Warranty Deed of Shepeg, INC., dated September 28, 1985 and recorded in Book 47, pages 67-69 of the Rochester Land Records, being more particularly described in relevant part therein as follows:

"Being a PORTION of the same lands and premises described in a Warranty Deed from Lura A. Wheeler and Henry R. Wheeler to Shepeg, Inc. dated 8 October, 1960, recorded in Book 35 at Page 212 (sic 213) of the Rochester Land Records; the PORTION conveyed herein is shown as "Lot 3" on a plat plan entitled, "Shepeg, Inc., Rochester, Vermont" prepared by Norman R. Smith, Inc. dated 30 April 1984, revised 25 June 1984 and 29 August 1984. Said plat plan on file with the Rochester Town Clerk. The lands and premises conveyed herein contain 10.2 acres, more or less, and are more particularly described as follows:

"Commencing at a point in the easterly edge of the presumed right of way of the Bethel Mountain Road, so-called (State Aid Highway No. 1), said point marking the northwest corner of the lands and premises conveyed herein and the southwest corner of the lands and premises on (sic) the herein Grantor, said point being marked by an iron pipe;

"Thence running N 88° 59' 45" E 2003.4 feet to a point marked by an iron pipe;

"Thence running S 01° 10' 00" E 227.6 feet along the property division line of the lands of the herein Grantor and lands of International Paper Corporation to a point marking the southeast corner of the lands and premises conveyed herein;

"Thence running S 88° 52' 00" W 1864.9 feet along a line marking the southerly boundary of Lot 3 conveyed herein and the northerly boundary of Lot 4 as shown on the aforesaid plot plan, to a point in the easterly edge of the right of way of said Bethel Mountain Road;

"Thence running N 32° 05' 45" W 270.8 feet along the easterly edge of the said Bethel Mountain Road to the point of beginning;



"The Grantors convey to the grantees, their heirs and assigns, by QUITCLAIM ONLY, all of the lands and premises located westerly of the above-described lands and premises to the center line of the Bethel Mountain Road.

"SUBJECT TO the order of the Rochester Planning Commission dated 2 November, 1984.

"Access from the Bethel Mountain Road to the lands and premises conveyed herein and the adjoining lands shown as Lot 4 on the aforesaid survey by Norman R. Smith, Inc. shall be restricted to a single shared easement and right of way ten (10) feet in length twenty-five feet in width, the center line of said common easement and right of way being described as follows:

"Commencing at a point in the easterly edge of the Bethel Mountain Road near the center of a culvert, said point marking the southwest corner of Lot 3 conveyed herein and the northwest corner of Lot 4.

"Thence from said point of beginning running N 88° 52' 00" E, 10 feet to a point. Said easement and right of way shall be for purposes of providing common ingress and egress from Lots 3 and 4 to the Bethel Mountain Road. The cost of constructing and maintaining said entryway from Lots 3 and 4 shall be borne equally by the owners of said lots. The lands and premises are conveyed subject to and with the benefit of the above-described easement and right of way and shall be binding upon and inure to the benefit of the heirs, assigns and successors of the Grantor and Grantees."

The Grantors convey to the Grantees, their heirs and assigns, by QUITCLAIM ONLY, all of the lands and premises located west of the easterly edge of the right of way of the Bethel Mountain Road to the center line of the Bethel Mountain Road.

Reference may be had to said deeds and their records and to all prior deeds and their records in aid of this description.

This conveyance is subject to utility easements and rights-of-way appearing of record; provided, however, that any encumbrances otherwise extinguished by the Record Title Act are not hereby revived.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, TIMOTHY P. REIS and DEBORAH POND-REIS and their heirs and assigns forever, and the said GRANTORS, RICHARD J. GRIFFIN and DONA E. GRIFFIN do for ourselves and our heirs and assigns, covenant with the said Grantees, TIMOTHY P. REIS and DEBORAH POND-REIS 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

aforesaid; and we do hereby engage to WARRANT AND DEFEND the same <sup>457.</sup>  
against all lawful claims whatever, except as aforesaid;

IN WITNESS WHEREOF we have hereunto set our hands and seals this 11<sup>th</sup> day  
of May 2001.

In presence of:

Craig A. Bingham Richard J. Griffin L.S.  
Witness as to Both RICHARD J. GRIFFIN

Dona E. Griffin L.S.  
DONA E. GRIFFIN

STATE OF VERMONT  
WINDSOR COUNTY, SS

At Rochester, Vermont, this 11<sup>th</sup> day of May 2001, RICHARD J. GRIFFIN and  
DONA E. GRIFFIN personally appeared they acknowledged this instrument, by  
them, sealed and subscribed, to be their free act and deed.

Before me: Lisa P. Brown Notary Public  
My commission expires: 2/10/03

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD May 15 AD. 2001  
8 O'CLOCK — MINUTES AM  
RECORDED IN BOOK 67 PAGE 455-457  
ATTEST Frances D. Dymally TOWN CLERK

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGEMENT-  
Return Rec'd-Tax Paid-Board of Health Cert. Rec'd-  
VL Land Use & Development Plans Act. Cert. Rec'd.  
Return No. 2001 01131  
Signed f. Dymally Clerk  
Date May 15, 2001