

-ACKNOWLEDGMENT-

Return No. 36-19
Signed [Signature] Clerk
Date March 19, 2020

WARRANTY DEED

PITTSFIELD TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
DATE March 19, 2020 TIME 10:30
RECORDED IN BOOK 666 PAGE 346-38
ATTEST [Signature] TOWN CLERK

346

KNOW ALL MEN BY THESE PRESENTS that **Silverspring Hill, LLC**, a New Jersey Limited Liability Company with a principal place of business in the Town of Little Ferry, County of Bergen and State of New Jersey, and **Daniel W. Ewald, Esq., Administrator of the Estate of Raymond B. Bares** late of Saddle River, County of Bergen and State of New Jersey, **Grantors**, in consideration of One Dollar and other good and valuable considerations paid to their full satisfaction by **Travel Choice, Inc.**, a Massachusetts ~~Massachusetts~~ **Limited Liability** Company with a principal place of business in the Town of Wareham, County of Plymouth and Commonwealth of Massachusetts, **Grantee**, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said **Grantee, Travel Choice, Inc.**, certain lands and premises known as 239 Silver Spring Hill Road located in the Town of Pittsfield, County of Rutland and State of Vermont, described as follows, viz:

Being all and the same lands and premises as were conveyed to Silverspring Hill, LLC by Quitclaim Deed of Raymond Bernard Bares dated August 31, 2004 and recorded in the Town of Pittsfield Land Records at Book 52, Page 362 on September 14, 2004. Also being all and the same lands and premises conveyed to Raymond Bernard Bares by Quitclaim Deed of Michael W. Stubeck and Bobbi Ann Stubeck dated October 10, 1988 and recorded in the Town of Pittsfield Land Records at Book 35 at Page 458 on December 6, 1998. Said lands and premises are more particularly described as follows:

All the property conveyed by Warranty Deed of William T. Zabransky and Susan M. Zabransky to Michael W. Stubeck and Bobbi Ann Stubeck dated May 10, 1984 recorded in Pittsfield Land Records [at] Book 31, Page 39. Said property is located on Silver Spring Hill Road, so-called, and contains 3.457 acres more or less. It is more particularly described in the warranty deed of Joseph B. Crayhon to William P. Zabransky and Susan M. Zabransky dated May 31, 1979 recorded in Pittsfield Land Records [at] Book 27, Page 237, as follows:

Being Lot #2 in the Addison H. Kermath Development off Silverspring Hill Road in Pittsfield, Vermont, as same is depicted on a survey map prepared by Ralph H. Michael Engineering Company, dated July 27, 1972, and entitled "Addison H. Kermath Development - Silverspring Hill Road, Pittsfield, Vermont - Lots No. 1, 2, 6, & 7 - revised Lot #8, [and recorded as Survey #12] in the Pittsfield Land Records and said Lot #2 being more particularly described as follows:

BEGINNING at a point on the easterly edge of the right of way of Silverspring Hill Road, so-called, said point being marked by an iron pin and said point being the northwesterly corner of Lot No. 1, so-called, and being the northwesterly corner of Lot No. 1, so-called, and being the southwesterly corner of the within conveyed lot, said Lot #1 having been

conveyed by the within Grantors to the within Grantees by Warranty Deed recorded April 27, 1974 in Book 25 at Page 98-100 of the Pittsfield Land Records; thence proceeding South 83 degrees 22 minutes East 443.1 feet along the aforementioned lands and premises now of the within Grantee to a point, said point being marked by an iron pin; thence turning and proceeding North 6 degrees 5 minutes East 355.7 feet to an iron pin set in the ground, said boundary being along lands and premises now or formerly of United States of America; thence turning and proceeding South 81 degrees 45 minutes West 626.6 feet to an iron pin set in the ground in the easterly edge of the right of way of Silverspring Hill Road; thence turning and proceeding along said easterly edge of said Silverspring Hill Road South 36 degrees 5 minutes East 100.3 feet to a point; thence continuing South 32 degrees 22 minutes East 154.6 feet to an iron pin, said iron pin being the point and place of beginning. Said Lot #2 contains 3.457 acres, more or less and does not constitute a homestead.

Also conveying herein to the Grantee, his heirs and assigns, in common with the Grantor, his heirs and assigns, the right of way over the "Road Right-of-Way," so-called, leading to the Pond Lot, so-called, and being more particularly defined and delineated on a survey map entitled "Lots No. 8, 9, 10 & 12 and Road Right-of-Way," prepared by Ralph J. Michael Engineering Company, Plymouth Union, Vermont, dated April 24, 1972, said map being filed in the Land Records of the Town of Pittsfield. Said right of way is subject to the condition that at such time as the Town of Pittsfield or the State of Vermont indicated their acceptance of said road as town highway or public road, said Grantee, his heirs and assigns shall convey over to said Town or State any and all rights or interest he has therein and execute any instruments relating to same as required by the Town of Pittsfield or State of Vermont.

Also hereby conveying to the Grantee, his heirs and assigns, in common with the Grantor, his heirs and assigns, the non-exclusive right to use the pond located on the "Pond Lot," so-called as said Lot is indicated on the aforementioned survey map prepared by Ralph J. Michael Engineering Company, including access thereto. Said upon shall be used for swimming and recreation purposes only and will be subject to any and all reasonable regulations as may from time to time be required by the Grantor, his heirs, successors and assigns. Any exercise of this right by the Grantee, his heirs, successors and assigns, shall be at his sole risk.

The Grantor expressly reserves the right to permit the water from said point located on said Pond Lot to flow onto the aforementioned rights of way at the point or points where it now flows onto said rights of way.

The within conveyed lands and premises are subject to easements granted to the Central Vermont Public Service Corporation and New England Telephone & Telegraph Company, said easements being of record in the Pittsfield Land Records.

The within conveyed lands and premises are specifically made subject to the covenants and conditions recited in a certain instrument entitled "ADDISON H. KERMATH DEVELOPMENT RESTRICTIVE COVENANTS AND CONDITIONS - DATE: August 30, 1973," said instrument being recorded in the Land Records of the Town of Pittsfield,

Vermont [as part of the Warranty Deed from Addison H. Kermath to Haskell E. Pages, Jr. and Elizabeth R. Paige dated June 2, 1972 and recorded in Book 24 at Page 217], and the within conveyed lands and premises shall not be conveyed by the Grantee herein unless such conveyance is likewise made subject to said covenants and conditions.

Grantor reserves any excepts from this conveyance a pole and line right of way which shall be wise enough to be accepted by a public service corporation so as to provide Telephone service and electrical power to the remaining lots in the Addison H. Kermath development, so-called, said pole and line right of way to be located over a strip of land as same shall be designated in the future by the Grantor, his heirs and assigns.

Reference may be had to Health Subdivision Permit No. EC-162 with conditions therein contained as issued by the Agency of Environmental Conservation on May 26, 1971.

The within Grantor hereby represents and affirms, under the warranty covenants contained herein, that the use and development conditions and requirements recited in the abovementioned Restrictive Covenants has been satisfied.

Also conveying herewith is all those same lands and premises as were conveyed to Raymond B. Bares by Warranty Deed of Addison H. Kermath dated August 17, 1973 and recorded in the Town of Pittsfield Land Records at Book 24, Page 488 on August 20, 1973, and therein more particularly described as follows:

"Beginning at the northerly or northeasterly edge of Silverspring Hill Road, so-called, and said point also being the southeasterly corner of the lands and premises conveyed by Addison H. Kermath to Donald McQuaig and Judith McQuaig by Warranty Deed dated September 19, 1970, and recorded in Book 23, Page 326 of the Pittsfield Land Records; thence proceeding North 62 degrees 20 minutes east 308.8 feet, more or less, to the southerly boundary of lands and premises now or formerly of Gardner Brown, said point also being a northwesterly corner of the lands and premises being hereby conveyed; thence turning and proceeding along said southerly boundary of lands and premises of Gardner Brown South 55 degrees East 56.9 feet, more or less; thence South 56 degrees East 272.9 feet, more or less; thence South 53 degrees 30 minutes East 83.2 feet, more or less; thence South 56 degrees East 88.7 feet, more or less; thence South 53 degrees 45 minutes East 76.2 feet, more or less, to a point, said point being the northeasterly corner of lands and premises hereby conveyed; thence turning and proceeding South 23 degrees 30 minutes West, 100 feet, more or less, to a point, said point marking the southeasterly corner of the lands and premises hereby conveyed and said bound being a common boundary with lands and premises belonging to the United States of American - Green Mountain National Forest; thence turning and proceeding South 81 degrees 45 minutes West 626.6 feet, more or less, to a point, said point being in the northerly or northeasterly edge of said right of way of Silverspring Hill Road and also being the southwesterly corner of the lands and premises being hereby conveyed; thence turning and proceeding North 37 degrees 00 minutes West 111.7 feet, more or less, along said northerly or northeasterly edge of said right of way to a point; thence turning and proceeding South 50 degrees 43 minutes West 85 feet, mor or less, along said northerly or northeasterly edge of said right of way to a point, said point being the point and place of beginning.

349 This property does not constitute a homestead.

Also conveying hereto to the Grantee, his heirs, and assigns, in common with the Grantor, his heirs and assigns, the right of way over the "Road Right of Way", so-called, leading to the Pond Lot, so-called, and being more particularly defined and delineated on a survey map entitled "Lots No. 8, 9, 10, & 12 and Road Right of Way" prepared by Ralph J. Michael Engineering Company, Plymouth Union, Vermont, dated April 24, 1972, said map being filed in the Land Records of the Town of Pittsfield. Said right of way is subject to the condition that at such time as the Town of Pittsfield, or the State of Vermont, indicates their acceptance of said road as a town highway or public road, said Grantee, his heirs and assigns shall convey over to said Town of State any and all rights or interest he has therein and execute any instruments relating to said as required by the Town of Pittsfield or State of Vermont.

Also conveying to the Grantee, his heirs and assigns, in common with the Grantor, his heirs and assigns, the non-exclusive right to use the pond located on the "Pond Lot", so-called as said Lot is indicated on the aforementioned survey map prepared by Ralph J. Michael Engineering Company, including access thereto. Said pond shall be used for swimming and recreation purposes only and will be subject to any and all reasonable regulations as may from time to time be required by the Grantor, his heirs, successors and assigns. Any exercise of this right by the Grantee, his heirs, successors and assigns, shall be at his sole risk.

The Grantor expressly reserves the right to permit the water from said pond located on said Pond Lot to flow onto the aforementioned rights of way at the point or points where it now flows onto the within conveyed lands and premises are subject to easements granted to the Central Vermont Public Service Corporation and New England Telegraph Company, said easements being of recorded in the Pittsfield Land Records.

The within conveyed lands and premises are subject to leasehold rights which terminate on September 1, 1973.

The within conveyed lands and premises are specifically made subject to the covenants and conditions recited in a certain instrument entitled "ADDISON H. KERMATH DEVELOPMENT - RESTRICTIVE COVENANTS AND CONDITIONS - DATE: August 30, 1972," said instrument being recorded in the Land Records of the Town of Pittsfield, Vermont and the within conveyed lands and premises shall not be conveyed by the Grantee herein unless such conveyance is likewise made subject to said covenants and conditions.

GRANTOR RESERVES AND EXCEPTS FROM THIS CONVEYANCE a pole and line right of way which shall be wide enough to be accepted by a public service corporation so as to provided telephone service and electrical power to Lot #2, so-called, said pole and line right of way to be located over a strip of land as same shall be designated in the future by the Grantor, his heirs and assigns, and to be an extension of the existing pole and line right of way which leads to the "Prow House" so-called, which is located on the within conveyed lands and premises.

Lot #3 and Lot #6 of the Addison H. Kermath Development were exempted from the applicable regulations of the Vermont Department of Health since they constituted the first two lots of said subdivision. Reference is made to Permit #EC-162, dated May 26, 1971.”

Reference is hereby had to a State of Vermont, Superior Court, Rutland Probate Division License to Sell or Convey in re the *Estate of Raymond B. Bares*, Docket No. _____ *Rdpr.*, dated _____ and to be recorded in the Town of Pittsfield Land Records simultaneously herewith.

Reference is hereby had to the aforementioned deed, to the deeds referred to therein, and to the Town of Pittsfield Land Records for a more particular description of the lands and premises conveyed therein.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said **Grantee, Travel Choice, Inc.**, and its successors and assigns, to their own use and behoof forever; and **Silverspring Hill, LLC and Daniel W. Ewald, Esq., Administrator of the Estate of Raymond B. Bares**, the said **Grantors**, for themselves and their heirs, successors and assigns, do covenant with the said **Grantee, Travel Choice, Inc.**, and its successors and assigns, that until the ensealing of these presents **Silverspring Hill, LLC and Daniel W. Ewald, Esq., Administrator of the Estate of Raymond B. Bares** 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 **Silverspring Hill, LLC and Daniel W. Ewald, Esq., Administrator of the Estate of Raymond B. Bares** hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of March 2020.

SILVERSPRING HILL, LLC

By: *Daniel W. Ewald*
Daniel W. Ewald, Esq., Duly Authorized Representative

STATE OF VERMONT
COUNTY OF RUTLAND

At Killington, in said State and County, this 6th day of March 2020, personally appeared Daniel W. Ewald, Esq., Duly Authorized Representative of SILVERSPRING HILL, LLC, and he acknowledged this instrument, by him signed and subscribed to be his free act and deed and the free act and deed of SILVERSPRING HILL, LLC.

Before me, *Linda K. Fox*
Notary Public
My Commission Expires: 1/31/21



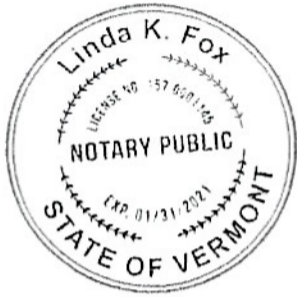
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of
March 2020.

ESTATE OF RAYMOND B. BARES

By: *Daniel W. Ewald*
Daniel W. Ewald, Administrator

STATE OF VERMONT
COUNTY OF WINDSOR

At Killington, this 6th day of March 2020, Daniel W. Ewald, Administrator of the Estate of Raymond B. Bares, personally appeared and he acknowledged this instrument, by him signed and subscribed to be his free act and deed and the free act and deed of the Estate of Raymond B. Bares.



Before me, *Linda K. Fox*
Notary Public
My Commission Expires: 1/31/21