

L I M I T E D W A R R A N T Y D E E D

KNOW ALL PERSONS BY THESE PRESENTS that **Vermont Housing Finance Agency**, a body corporate and politic organized and existing under 10 V.S.A. §601, Et seq., with an office at 164 St. Paul Street in the City of Burlington, County of Chittenden, and State of Vermont, Grantor, in the consideration of TEN AND MORE DOLLARS (\$10.00) and other good and valuable consideration paid to its full satisfaction by **Ship Sevin, LLC** of South Burlington, Vermont, Grantee, by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantee **Ship Sevin, LLC**, and its successors and assigns forever, a certain piece of land with improvements thereon in the City of Barre, County of Washington and State of Vermont, commonly known as **14 First Street, Barre, Vermont**, and more particularly described as follows, viz.:

Being all and the same lands and premises conveyed to Vermont Housing Finance Agency by Warranty Deed in Lieu of Foreclosure from Barry A. Bolio and Sarah K. Bolio dated August 19, 2014 and of record in Book 282 at Pages 445-447 of the City of Barre Land Records.

Being all and the same lands and premises conveyed to Barry A. Bolio and Sarah K. Bolio by Warranty Deed of Scott D. Smith and Keri Smith dated June 12, 2006 and recorded in Book 231 at Pages 928-929 of the City of Barre Land Records.

This conveyance is subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incidental to each of the same as may appear of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

GRANTOR MAKES NO WARRANTY, express or implied, or arising by operation of law, and expressly disclaims any and all warranties, as to: (1) the nature, condition, or geology of the property conveyed hereby or any portion thereof, including without limitation, the nature and condition of the water and soil, (2) the suitability or appropriateness of the property conveyed hereby for development or renovation or for any and all activities which Grantee may elect to conduct thereon, including habitability, (3) the existence of any environmental hazards or conditions on the property conveyed hereby (including the presence of asbestos), (4) the applicability of state and local laws, rules, and regulations concerning the ownership and occupancy of the property, including but not limited to, such laws, rules, and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, on site sewage disposal, and the compliance of the property with same, (5) the existence, status, and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the property and the compliance of the property with same, (6) the compliance of the property conveyed hereby or its operation with all applicable laws, rules, and regulations, (7) the condition or state of repair of the property conveyed hereby or any portion thereof, (8) the visible or hidden defects in material, workmanship, or capacity of the property conveyed hereby or any portion thereof; and there are no implied warranties of habitability, merchantability, or fitness for a particular purpose as to the property conveyed hereby or any portion thereof.

By acceptance of this deed, Grantee acknowledges that Grantor is under no obligation to alter, repair, or improve the property conveyed hereby or any portion thereof. By acceptance of this deed, Grantee acknowledges that Grantee has fully inspected and reviewed the property conveyed hereby to Grantee's satisfaction, including without limitation, the physical aspects

Limited Warranty Deed
Vermont Housing Finance Agency to Ship Sevin, LLC

thereof and all matters affecting the operation thereof and that delivery of the property conveyed hereby is "AS IS", "WHERE IS", and "WITH ALL FAULTS" and Grantee accepts the property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from such inspections and Grantee hereby expressly assumes the risk of any and all defects in the property, and Grantee acknowledges that Grantor has disclaimed any and all express and implied warranties with respect to the property conveyed hereby. By acceptance of this deed, Grantee acknowledges that Grantee is not relying on any representation, warranty, written information, data, reports, or statement of Grantor or any employee, agent, or representative thereof, if any, with respect to the property conveyed hereby, including without limitation, the physical condition or operation of the property conveyed hereby. By acceptance of this deed, Grantee acknowledges that any and all information of any type that Grantee has received or may have received from Grantor or Grantor's employees, agents, or representatives was furnished on the express condition that Grantee would make, and by acceptance of this deed, Grantee acknowledges that Grantee has made an independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty as to the accuracy or completeness whatsoever. By acceptance of this deed, Grantee agrees that no warranty has arisen through trade, custom, or course of dealing with Grantor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Grantor.

TO HAVE AND HOLD said granted premises, with all the privileges and appurtenances thereof, to the said **Ship Sevin, LLC**, and its successors and assigns, to their own use and behoof forever; And Vermont Housing Finance Agency, the said Grantor, for itself and its successors and assigns, does hereby covenant with the said Grantee **Ship Sevin, LLC**, and its successors and assigns, that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatsoever during the period of time the said Grantor has owned the within conveyed lands and premises; and the said Grantor will and its successors and assigns, shall WARRANT AND DEFEND said premises against all persons claiming the same by or under the said Grantor, but against no other persons or entity.

IN WITNESS WHEREOF, Vermont Housing Finance Agency has caused these presents to be executed by its duly authorized signatory this 19th day of June, 2015.

IN PRESENCE OF:

Vermont Housing Finance Agency

Kathy Culley
Witness

[Signature] (LS)
By: Polly A. Thibault, Loss Management Specialist
and duly authorized signatory

Acknowledgment

State of Vermont)
Chittenden County, SS)

At Burlington, in said County, this 19th day of June, 2015, personally appeared Polly A. Thibault in her capacity as Loss Management Specialist and duly authorized signatory of Vermont Housing Finance Agency, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed in such capacity and the free act and deed of Vermont Housing Finance Agency.

Before me: *Kathy Culley*
Notary Public, my Commission expires 2-10-19

VHF:A:Boh:R:...
CITY CLERK'S OFFICE
Received Jun 24, 2015 11:30A
Recorded in VOL: 288 PG: 268- 269
Of Barre City Land Records
ATTEST: Carolyn S. Dawes, City Clerk
VERMONT PROPERTY TRANSFER TAX FORM
32 V.S.A. Chap 231

