

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT FARMCO, a Vermont general partnership with its offices in Waitsfield, Vermont, ("Grantor", in consideration of Ten and more Dollars paid to its full satisfaction by GREEN MOUNTAIN GETAWAY, INC., a Vermont corporation, ("Grantee"), by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, GREEN MOUNTAIN GETAWAY, INC. its successors and assigns forever, a certain piece of land in Fayston, Vermont, described as follows, viz:

Being part of the same land and premises conveyed to FARMCO by warranty deed of Arthur J. Vasseur and Robert Vasselir dated August 22, 1995 (the "Vasseur deed"), and recorded in Book 68, Pages 12-17 of the Fayston Land Records (the "land records"). Said part is described as Lot 7A (the "property") and is depicted on survey map No. T-1208-20 prepared by Glenn R. Towne, Surveyor, entitled "FARMCO", dated September, 1995 and recorded in Map Book 9, Page 19 of said land records (the "Survey"). Said property also is depicted on a site plan, prepared by McCain Consulting, entitled "3 Lot Subdivision" dated September 5, 1995 and recorded in Map Book 9, Page 18 of said land records (the "Site Plan"). Reference also is made to a survey map entitled "Vasseur Farm Subdivision, Fayston, VT" dated June, 1995 and recorded in Map Book 9, Page 14 of said land records.

The property is more particularly described as follows:

Beginning at a point in the center line of the traveled way of Town Highway 17 which bears westerly 546 feet ± from its intersection with the center line of the traveled way of Town Highway 16;

thence S 0°27'04" W 25 feet ± to an iron rod;

thence S 0°27'04" W 203.00 feet to an iron rod;

thence S 15°53'59" W 101.84 feet to an iron rod;

thence S 9°04'25" W 862.41 feet to an iron rod in a stone wall;

thence S 50°46'20" E 522.00 feet to an iron pipe;

thence S 46°16'40" W 78.98 feet to an iron pipe;

thence S 13°08'05" W 378.76 feet to an iron pipe;

thence S 30°42'10" W 27.55 feet to an iron rod;

thence N 50°46'20" W 1639.83 feet to an iron rod in a wire fence;

thence northeasterly along said fence to an iron pipe which bears N 53°01'30" E 110.99 feet from the last described iron rod;

thence northeasterly along said fence to an iron pipe which bears N 32°19'20" E 120.64 feet from the last described iron pipe;

thence northeasterly along said fence to an iron pipe which bears N 42°58'20" E 297.39 feet from the last described iron pipe;

thence northwesterly along said fence to an iron pipe which bears N 30°20'30" W 135.23 feet from the last described iron pipe;

thence northeasterly along said fence to an iron rod which bears N 26°36'40" E 398.18 feet from the last described iron pipe;

thence S 71°04'39" E 356.25 feet to an iron rod;

thence S 16°56'22" W 125.17 feet to an iron rod;

thence S 73°14'52" E 170.87 feet to an iron rod;

thence N 64°38'08" E 121.13 feet to an iron rod;

thence N 15°53'59" E 84.89 feet to an iron rod;

thence N 0°27'04" E 60.43 feet to an iron rod;

thence N 0°27'04" E 21.57 feet to an iron rod,

thence N 0°27'04" E 135.75 feet to an iron rod;

thence N 0°27'04" E 25 feet ± to a point in the center line of the traveled way of Town Highway 17;

thence easterly 129 feet ± along said center line to the beginning, containing 29.0 acres.

RESERVED from this conveyance to the Grantor and, as herein set forth for the benefit of the parties, are the following rights, obligations, understandings, easements, approvals, restrictions and covenants (jointly and severally described herein as "conditions"), to which the Grantor and Grantee respectively agree by delivery and acceptance of this deed:

- A. Those conditions referred to in the Vasseur deed, including but not limited to:
1. Waterline and spring rights, reservations and easements benefiting those lands and premises now owned by Michael J. Vasseur and Stephanie Vasseur, his wife and those lands and premises now owned by Douglas Lewis and Kelley Lewis, his wife.

2. Protective Covenants and Restrictions, Vasseur Farm Subdivision, dated 6/10/95 and recorded June 30, 1995 in Book 67, Pages 296-302 of the Fayston Land Records.
  3. Town of Fayston subdivision approval of the Vasseur Subdivision dated June 6, 1995 and recorded in Book 67, Page 303 of said land records, including, but not limited to, the restriction contained therein that no residential structure shall be constructed outside of the Alternate Building Envelopes shown on the Site Plan, without prior Planning Commission approval.
  4. Public highway and public utility rights, and such other rights of way and easements and other rights as are of record.
- B. Those conditions set forth in the Purchase and Sale Agreement between Farmco, Seller and Donald Kester, Purchaser dated effective January 2, 1996 (Donald Kester's rights and obligations under such agreement were subsequently assigned to and assumed by Grantee), which conditions are intended to survive closing, shall run with the land and shall be binding upon and for the mutual benefit of the Grantor and Grantee, their respective successors, assigns and their guests as herein set forth and limited, including:
1. The Town of Fayston subdivision approval of the Farmco subdivision as reflected in Fayston Planning Commission minutes and reflected in the Site Plan and Survey which were endorsed by Fayston Planning Commission on November 7, 1995, received in the Fayston Town Clerk's office for record on November 9, 1995 and recorded in Map Book 9, Pages 18 and 19 respectively in the said land records, including but not limited to the provision that each lot of such subdivision "may be subdivided one time".
  2. Lot 7A may not be subdivided to create more than two (2) lots and such prohibition shall run with the land in favor of the Grantor and the Town of Fayston.
  3. The Grantee shall have the right to divert water in streams, watercourses or swales, including ground, drainage or spring water, located on or abutting Lot 7A, to a pond or ponds which may be constructed on Lot 7A; provided that such water shall be diverted back to the existing streambeds, watercourses or swales at or before the point where such water flows onto either Lot 7B or Lot 7C, unless otherwise agreed to in writing by the Grantor or a successor or assignee who is owner of that portion of the land in, onto or over which said water now flows or may hereafter flow by virtue of any such diversion. Grantee agrees that no chemical, toxic material or other substance which may be detrimental to fish, plants or wildlife shall be directly or indirectly injected into such water while it is flowing from over or along Lot 7A. The Grantee shall be solely responsible for, and pay

all of the costs of obtaining any permits required to construct any pond or ponds on Lot 7A and divert such water.

4. Grantor reserves, for the benefit of Lot C or any subdivision thereof an ongoing unrestricted easement and right of way for access over, under and across Lot 7A for the construction and installation of such additional driveways, utility lines and appurtenant works as the Grantor shall determine are reasonably necessary or appropriate to service said Lot 7C or any subdivision thereof; provided that any such easement and right of way shall be located so that the placement and use thereof does not adversely affect the Grantee's use and enjoyment of Lot 7A to any substantial degree. Any such driveway easement shall be no more than twenty-five (25) feet in width, including a cartway of twelve (12) to fifteen (15) feet as determined by Grantor, permitting, where appropriate, the placement of utilities along and within any such driveway easements. Notwithstanding anything contained in this deed to the contrary, Grantor's rights as contained in this paragraph 4 shall be to the Grantor named herein and shall be extinguished and not transferred to any successor in title unless such deed of transfer to such successor in title specifically and expressly refers to and transfers such rights under this paragraph.
5. Grantor reserves an open twenty-five (25) foot wide right of way and easement as generally depicted on the Survey and Site Plan for access and utilities, including underground utilities, the same to be located, exercised and used over, under and along a strip of land which extends from Town Highway 17 across Lot 7A to the boundary of Lot 7C; (the "driveway") as set forth and limited in this deed.
  - a) The Grantor and Grantee shall be responsible for the costs of installation, routine upkeep, maintenance and repair of the driveway (including snowplowing) as shown on the Survey and Site Plan and utilities to be placed in, on, over or along the driveway ("costs"), which facilities may be used by each of them as herein specified and limited as per the Site Plan.
    - i) The "main section" (from Town Highway 17 south to the fork - approximately 850 feet in length), may be used by both Grantee and Grantor in favor of Lots 7A and 7C respectively. That section of the driveway and utilities placed in, on or under same, will be deemed to serve both such parties and lots and, the costs thereof will be borne equally.
    - ii) The "westerly section" (from the fork south to the northern boundary of Lot 7C - approximately 1170 feet in length) may be used by both the Grantee and Grantor. Driveway costs (exclusive of plowing) for that section will be borne equally. Costs of snow

plowing (optional with Grantor) and utilities for that section will be borne by Grantor.

- iii) The "easterly section" (from the fork south to an Alternate Building Envelope on Lot 7A - approximately 520 feet in length) will be used exclusively by Grantee and driveway and utilities costs will be borne by Grantee. This section is depicted on the Site Plan only.
  - iv) The "southerly section" (from the south end of the westerly section and extending to the Alternate Building Envelope on Lot 7C) will be used exclusively by Grantor and driveway and utilities costs will be borne by Grantor. This section is depicted on the Site Plan only.
- b) The Grantor shall (a) have the primary right to determine the time of installation of the westerly section of the driveway and (b) have no obligation as to driveway or utility costs in that section until the sooner of when Grantor elects to install same or to construct a residence on the lot. If the Grantee proceeds to construct such westerly portion prior to Grantor's obligation to do so, Grantee may install that section at its expense and at the time when the Grantor would have been otherwise obligated to install same, said Grantor will then be obligated to reimburse Grantee for one-half (1/2) of Grantee's installation costs, without interest.
  - c) The precise location of the westerly section shall be finally established upon completion of construction of the driveway and the installation of utilities thereon and shall be consistent with the location shown on the Survey and the Site Plan; whereupon, upon written request of either party, the Grantee shall execute and deliver to Grantor a properly recordable easement agreement in the form agreed to by the parties running with the land in favor of the Grantor and any future owner(s) of Lot 7C and any future subdivided lots thereof, containing a proper metes and bounds description as prepared by Grantor's surveyor at Grantor's expense.
  - d) Notwithstanding the general provisions in this deed as to the transfer of ownership to successors and assigns, the specific provisions of this paragraph shall govern the transferability of rights and obligations created under this subsection 5 of section B (this "subsection"). The parties and any future purchaser of all or any portion of land comprehended within Lot 7A or 7C shall, ipso facto, by acceptance of a deed to such land, have the rights of and agree to undertake the obligations of the respective parties created and limited under this subsection. If either Lot 7A or Lot 7C is later subdivided, the purchaser of any subdivided portion of such lot will, with the other

owner(s) of any portion of such lot, be jointly and severally responsible for cost allocations herein attributable to Grantor and Grantee respectively as owner of such respective Lot 7A or 7C. Upon sale of any such land comprehended within the said Lots 7A or 7C, any obligation for unpaid costs hereunder shall be a charge against the land and its proposed transferor. Upon the proposed transferor's satisfaction of such obligation and transfer of such land, the rights and obligations of such transferor created under this subsection shall thereupon cease and thereafter become those of the transferee thereof, it being understood that only those persons currently owning all or portions of such lots, from time to time, shall have rights and obligations created under this subsection, provided however, that the foregoing provisions shall not relieve the transferor from an obligation which was incurred by such transferor but not properly discharged during such transferor's ownership.

- C. Any easement for right of way or access required under any provision of this deed shall be for all common methods, means and types of transportation and locomotion from time to time and permitting construction, installation, alteration, routine upkeep, maintenance and repair. Any easement for utilities required under any provision of this deed shall be for laying, relaying, constructing, maintaining, repairing and inspecting telephone, electric and similar communication lines and circuits, including underground utilities, with appurtenant works, fixtures and equipment. Any easement provided for any purpose under this deed shall be limited for the use in common exclusively by the Grantor, the Grantee and their respective successors in title, successors, assigns, and their guests as herein set forth.
- D. Upon Grantor's request for an easement for right of way or access or for utilities in accordance with the provisions of this deed, Grantee shall execute and deliver same to Grantor. Any such easement shall contain a metes and bounds description prepared by Grantor's surveyor at Grantor's expense and shall be in proper recordable form. The precise location of any such easement may be determined prior to installation and construction or delayed and be finally established upon completion of construction of the driveway and/or installation of the utilities, as may be determined by Grantor. If the Grantee refuses to execute and deliver any such conveyancing instrument, the Grantor may sue to recover or obtain the same, together with all reasonable costs thereof including reasonable attorney's fees.
- E. Notwithstanding anything to the contrary contained in this deed, there shall be no obligation on the part of either the Grantor or the Grantee to contribute to the cost of snow plowing or routine upkeep, maintenance or repair of any driveway prior to the time such party has commenced construction of a habitable structure on such party's lot.

F. Reference is hereby made to said deed, surveys, plan, covenants and approvals, and their records, to all references therein and to the Fayston Land Records in aid of this description, conveyance and agreements herein contained.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof to the said Grantee, GREEN MOUNTAIN GETAWAY, INC. and its successors and assigns. to their own use and behoof forever; and FARMCO, the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee and its successors 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 except as aforesaid, and it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, FARMCO hereunto causes its hand and seal to be set as of this 9th day of September, 1996.

In presence of:

Richard C. Brothers  
Witness, Richard C. Brothers

FARMCO

By: J.P.M.G.  
James P. MacLean, III  
General Partner

STATE OF VERMONT  
COUNTY OF WASHINGTON, SS.

At Waitsfield, Vermont as of this 9th day of September, 1996, James P. MacLean, III as duly authorized agent of FARMCO, 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 FARMCO.

Before me Tonya N. Brett  
Tonya N. Brett, Notary Public  
My commission expires February 10, 1999

**ACKNOWLEDGEMENT  
RETURNED RECEIVED**

(Including certificates and, if required ACT 250 disclosure statement) and Tax Paid  
RETURN NO. 96-09-005  
SIGNED Virginia Vanden, CLERK  
DATE 09/11/96

FAYSTON TOWN CLERK'S OFFICE  
RECEIVED FOR RECORD  
DATE 09/11/96 TIME 2:20 P.M.  
RECORDED IN BOOK 20 PAGE 586-594  
ATTEST Virginia Vanden TOWN CLERK