

Vermont Trustee's Deed

KNOW ALL PERSONS BY THESE PRESENTS

THAT I, HUTCHINSON DUBOSQUE, Trustee of the Hutchinson DuBosque Revocable Trust dated May 11, 1993, of Essex, in the County of Middlesex and State of Connecticut, Grantor, in the consideration of Ten and More Dollars paid to my full satisfaction by CHERYL L. LOJKO of Boston, in the County of Suffolk and Commonwealth of Massachusetts, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, CHERYL L. LOJKO, and her heirs and assigns forever, a certain piece of land in Fayston, in the County of Washington and State of Vermont, described as follows, viz:

A parcel of land containing 8.61 acres, more or less, situated on the easterly side of Town Highway 25, a Class 4 Highway, being Lot B as shown on a plan entitled "Survey and Subdivision of the Lands of Sucre Arette, German Flats Road, Fayston, Vermont" dated June 29, 1999 as recorded in Map Book 10 at Page 19 (now Map Slide #213) of the Town of Fayston Land Records. Said highway is commonly known as Marble Hill Road.

Conveyed herewith for the exclusive benefit of said Lot B is an easement for the installation; maintenance, repair and replacement of a sewer line, 20 feet in width, and an easement for the construction, maintenance, repair and replacement of a wastewater disposal system and replacement system on Lot A of the Sucre Arette Development. The Grantee, her heirs, successors and assigns, shall at all times maintain the wastewater disposal system in order to avoid creation of a nuisance and shall take prompt action to replace or rebuild the system in the event of failure. Grantee, her heirs, successors and assigns, shall promptly restore the land surface as nearly as practicable to its original condition upon any disturbance.

Said parcel of land is subject to the terms of a Declaration of Covenants, Conditions, and Restrictions of the Sucre Arette Development dated May 11, 2000 and recorded in Book 79 at Pages 579-583 of said Land Records and an Agreement for sharing of road maintenance dated April 20, 1999 and May 20, 1999 as recorded in Book 77 at Page 261 of said Land Records.

Included with said parcel of land, as an appurtenance thereto and not transferable except with ownership of the lot is one membership in the Sucre Arette Homeowners Association, an unincorporated association of lot owners.

Said parcel of land is further conveyed subject to and with the benefit of the following:

1. An underground electric utility easement, which extends from Town Highway No. 2 (German Flats Road) providing utility service to the Sucre Arette development.
2. A right of way for ingress and egress, 50 feet in width, extending easterly from Town Highway No. 2 (German Flats Road, so-called), which width includes Town Highway 25 as shown on the above-described plan. Said right of way is for the benefit of the owners of Lots A, B, C, D, E and F.
3. A right of way adjacent to the southerly boundary of said lot for the benefit of the owners of Lot A, as shown on the above-described plan.
4. A right of way, 30 feet in width, extending in a generally northerly direction for the benefit of the owners of Lots C, D, E and F as shown on the above-described plan.
5. The terms and conditions of the approvals of the Town of Fayston Planning Commission dated June 30, 1999.

FAYSTON TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

DATE 04/24/03 TIME 1:00 PM

RECORDED IN BOOK 91 PAGE 441-442

ATTEST J. DUBOSQUE TOWN CLERK

ACKNOWLEDGEMENT
RETURNED RECEIVED

(Including certificate and, if required ACT 250 disclosure statement) and Tax Paid

RETURN NO. 2003-04-008

SIGNED Cheryl L. Lojko CLERK

DATE 04/24/03

6. State Subdivision Permit EC-5-3174 dated April 7, 1999 as recorded in Book 76 at Pages 529-532 of said Land Records and Subdivision Permit EC-5-3174-1 dated June 30, 2000 as recorded in Book 80 at Pages 244-245 of said Land Records and Subdivision Permit EC-5-3174-2 dated August 18, 2000 as recorded in Book 80 at Pages 423-424 of said Land Records.

7. Grantee, her heirs, successors and assigns, shall not construct any improvements, including but not limited to structures, paved land surface, wastewater disposal system or sewer lines within 100 feet of any water well previously constructed on Lot A.

Being a portion of the land and premises conveyed to Hutchinson DuBosque by Warranty Deed of Florestine M. Markham dated February 1, 1963 as recorded in Book 22 at Page 204 of said Land Records and being a portion of the land and premises conveyed by said Hutchinson DuBosque to Hutchinson DuBosque, Trustee, as recorded in Book 68 at Pages 116-118 of said Land Records.

Reference is hereby made to the above instruments, the records and references thereof and the records and references therein contained, all in further aid of this description.

Said land and premises forms no part of Grantor's homestead.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, CHERYL L. LOJKO, and her heirs and assigns, to her own use and behoof forever; And the said Grantor, HUTCHINSON DUBOSQUE, Trustee of the Hutchinson DuBosque Revocable Trust dated May 11, 1993, for myself and my heirs, successors and assigns, do covenant with the said Grantee, CHERYL L. LOJKO, her heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 2nd day of April, 2003.

IN THE PRESENCE OF:

Elisabeth Antin

Hutchinson DuBosque
Hutchinson DuBosque, Trustee

STATE OF CONNECTICUT
COUNTY OF Middlesex, SS.

At Essex Mail Mart in said County and State, this 2nd day of April, 2003, HUTCHINSON DUBOSQUE, Trustee, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Hutchinson DuBosque Revocable Trust dated May 11, 1993.

Before me:

Donna Cook
Notary Public



DONNA COOK
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPTEMBER 30, 2007