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WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT NOYES PROPERTIES, LLC, a Vermont limited liability company with a place of business in Richmond, in the County of Chittenden, State of Vermont, Grantor, in consideration of -----TEN AND MORE----- Dollars paid to its full satisfaction by the TOWN OF RICHMOND, a municipality located in the County of Chittenden, State of Vermont, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, TOWN OF RICHMOND, and its successors and assigns forever, a certain piece of land in the Town of Richmond, in the County of Chittenden, and State of Vermont, described as follows, viz:

Being a parcel of land depicted as "Parcel II, 0.6 acre" on a plat of survey entitled, "Survey Of Land Of CV Properties Incorporated To Be Conveyed To Noyes Properties L.L.C., Railroad Street & Depot Street, Richmond, Vermont", prepared by T. Bass Land Surveys, Ltd., dated July, 2005, and of record in Map Slide 111, Page 71 of the Town of Richmond Land Records. Said land and premises are more particularly described as follows: commencing at a point in the easterly bounds of Bridge Street, so-called, which said point marks the ~~seath~~<sup>NE</sup> easterly corner of Parcel A<sub>2</sub> <sup>ON Depot St.</sup> as depicted on the aforesaid survey, said point being marked "V" on the aforesaid survey; thence proceeding N39°11'00"W a distance of 159.82 feet to a point marked "U" on the aforesaid survey; thence turning to the left and proceeding S50°50'20"W a distance of 50.00 feet to a point marked "T" on the aforesaid survey; thence turning to the left and proceeding S24°44'10"E a distance of 159.75 feet to a point marked "S" on the aforesaid survey; thence turning to the right and proceeding S54°05'20"W a distance of 42.40 feet to a point marked "R" on the aforesaid survey; thence turning to the right and proceeding N17°57'40"W a distance of 199.67 feet to a point marked "Q" on the aforesaid survey; thence proceeding along the same bearing a distance of 200.00 feet to a point marked "P" on the aforesaid survey; thence turning to the right and proceeding N73°29'30"E a distance of 29.00 feet to a point marked "O" on the aforesaid survey; thence turning to the right and proceeding S39°17'20"E a distance of 371.23 feet to a point marked "W" on the aforesaid survey; thence turning to the right and proceeding S54°05'20"W a distance of 40.00 feet to the point or place of beginning. All distances and bearings aforesaid are "more or less".

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Also conveyed herewith by quitclaim only are the following:

1. All of Grantor's right, title and interest to any lands between the center of Bridge Street, so-called, and the southerly sideline of Parcel II abutting Bridge Street. (For purposes of this paragraph, Bridge Street is presumed to run in an east-west direction.)
2. All of Grantor's right, title and interest to any lands between the center line of the railroad right of way and the westerly sideline of Parcel II abutting said right of way.

Being a part and portion only of the same land and premises conveyed to Noyes Properties, LLC, by Limited Warranty Deed of CV Properties Incorporated dated September 23, 2005, and of record in Book 166, Page 682 of the Town of Richmond Land Records.

By the acceptance of this conveyance, Grantee agrees for itself and its successors and assigns that the following covenants shall encumber the parcel conveyed herein and shall run with the land for a period of fifty (50) years from the date hereof:

1. Subject to the provisions in the next sentence as to the maximum number of spaces to which this paragraph applies, overnight parking shall be allowed on Parcel II in

locations designated and marked by the Grantee; provided, however, that Grantee may prohibit parking in such designated spaces for snow plowing purposes and maintenance consistent with its practices for other roads and municipal parking lots in the Town of Richmond. Grantee shall designate a maximum of 1) 10 overnight parking spaces on Parcel II, or 2) a number of overnight spaces equal to 25% of all parking spaces on Parcel II, whichever is less, except that no parked vehicle in a designated space shall be unregistered or inoperable, nor be continuously parked for more than 48 hours in any of such designated spaces; provided, however, that the preceding requirement to designate and mark parking spaces shall not apply until Grantee constructs the parking area on Parcel II. The Town may enforce the provisions of this Paragraph 1 by ordinance.

2. Any new lighting installed on Parcel II shall be shielded such that the illumination from such lighting shall be directed downward and not toward adjacent properties.

The aforesaid covenants may be enforced by Grantor herein, its successors and assigns, or by any landowners adjoining Parcel II. Should legal action be commenced concerning the enforcement of the covenants, the substantially prevailing party shall be awarded all costs incurred, including reasonable attorney's fees. Notwithstanding the foregoing, the restrictive covenants only apply so long as Grantee has title to the portion outside the traveled right of way.

Notice of permit requirements. In order to comply with applicable state rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lots of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

This conveyance is subject to all easements, rights of way and other encumbrances of record or in existence; provided, however, that encumbrances shall not include mortgages, attachments, judgment liens and other encumbrances securing the payment of money; provided, however, Grantor further conveys and assigns to the Grantee herein all claims, rights and causes of action that Grantor has against CV Properties Incorporated respecting Parcel II herein conveyed that were included by way of warranties, covenant and/or other agreements in said deed from CV Properties Incorporated to Grantor dated September 23, 2005, and of record in Book 166, Page 682 of the Town of Richmond Land Records.

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.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, TOWN OF RICHMOND, and its successors and assigns, to their own use and behoof forever; and the said Grantor, NOYES PROPERTIES, LLC, for itself and its successors and assigns, does covenant with the said Grantee, TOWN OF RICHMOND, and its successors and assigns, that until the sealing 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 except for easements and rights-of-way of record, if any, and except for taxes and municipal charges hereafter due and payable, which have been prorated as of the date of closing, and which the Grantee accordingly assumes and agrees to pay; and it hereby engages to

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WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 12<sup>th</sup> day of January, 2009.

NOYES PROPERTIES, LLC

By: [Signature]  
W. Daniel Noyes, Manager and Duly  
Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Richmond, in said County, this 12<sup>th</sup> day of January, 2009, personally appeared W. DANIEL NOYES, Manager and Duly Authorized Agent of NOYES PROPERTIES, LLC, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of NOYES PROPERTIES, LLC.

[Signature]

Before me: \_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 2/10/2011

RICHMOND, VT TOWN CLERK'S OFFICE  
Received for record  
January 12<sup>th</sup> 2009  
At 2 o'clock 00 minutes PM  
and recorded in Book 187 Page 334-  
of Land Records. 336  
Attest: Linda M Parent  
Town Clerk

ACKNOWLEDGEMENT  
Return Received (including Certificates  
and, if Required, Act 250 Disclosure  
Statement) and Tax Paid.  
Signed Linda M Parent Clerk  
Date January 12, 2009

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