

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS

THAT KUZINS CONSTRUCTION COMPANY, INC. of South Burlington, in the County of Chittenden and State of Vermont, GRANTOR, in the consideration of TEN AND MORE DOLLARS paid to its full satisfaction by G. SPRAGUE SHARROW and KRISTEN T. SHARROW of Jericho, in the County of Chittenden and State of Vermont, GRANTEES, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said GRANTEES, G. SPRAGUE SHARROW and KRISTEN T. SHARROW, husband and wife as tenants by the entirety, and their heirs and assigns forever, a certain piece of land in Bolton, in County of Chittenden and State of Vermont, described as follows, viz:

Being all of Lot No. 1, with newly constructed dwelling house thereon, as shown and depicted on a plan of land entitled, "Final Plat, Lands of Kuzins Construction Company, Inc., Notch Road, West Bolton, Vermont," prepared by Krebs and Lansing Consulting Engineers, Incorporated, said plan being dated August, 1988, last revised January 10, 1989, and of record in Map Slide _____ of the Town of Bolton Land Records. Said Lot No. 1 as depicted on said plan contains 1.07 acres, more or less.

Being a portion of the lands and premises conveyed to Kuzins Construction Company, Inc., by Warranty Deed of Peter Sweeney and Ronan Belisle dated September 14, 1988, and of record at Volume 38, Page 248, of the Bolton Land Records.

Said lands and premises are subject to Subdivision Permit Number EC-4-1312 and Deferral Permit Number D-4-1188, recorded at Volume 38, Pages 327-329, of the Bolton Land Records.

Included with the lands and premises described herein is an undivided one-seventh (1/7th) interest in the lands and premises depicted as "Common Area" on the above referred to plan. Said Common Area is subject to an easement for a leach field to serve two (2) dwelling houses to be constructed on Lot No. 5 and Lot No. 6 as depicted on the above referenced plan.

Also included herewith is an easement and right of way in common with other lot owners in this subdivision over and across that private roadway as shown on the above referenced plan, for purposes of ingress and egress to the premises herein conveyed. Said lot is subject to the duty to share in the maintenance and upkeep of said roadway, with the other lot owners using said roadway.

Said Lot #1 is benefitted by the right to draw water from a drilled well located on Lot #2 as shown on the above referred to plan in common with the owners of said Lot #2, together with the right to renew, repair, relay, and maintain a water pipeline from said well to Lot #1. The expenses for the operation, maintenance and repair of said well shall be shared by the owners of Lot #1 and Lot #2, their heirs and assigns. Each lot owner shall be individually responsible for the maintenance and repair of their existing pipelines to said well that are not shared in common. Each lot owner agrees that the water from the well shall be used for usual domestic purposes only. It shall not be used for ponds, swimming pools or wasted in any manner.

Any portion of the lot herein conveyed lying within the above referred to roadway is conveyed by Quit Claim only.

Said lands and premises are subject to all easements, rights of way and other rights as may appear of record.

Reference is hereby made to the above mentioned deeds, records and plans, and to the deeds, records and plans referred to therein, in further aid of this description.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEES, G. SPRAGUE SHARROW and KRISTEN T. SHARROW, and their heirs and assigns, to their own use and behoof forever;

And the said GRANTOR, KUZINS CONSTRUCTION COMPANY, INC., for itself and its successors and assigns, does covenant with the said GRANTEES, G. SPRAGUE SHARROW AND KRISTEN T. SHARROW, their heirs 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 for all easements, rights of way and other rights as may appear of record, and except as aforesaid; and hereby

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

IN WITNESS WHEREOF, I hereunto set my hand and seal this 24th day of February, 1989.

IN THE PRESENCE OF

KUZINS CONSTRUCTION
COMPANY, INC.

Stoker Ranabee
Tom Nugent

Joseph Savio
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Burlington this 24 day of February, 1989

Joseph Savio, duly authorized agent of KUZINS CONSTRUCTION COMPANY, INC. 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 Kuzins Construction Company, Inc.

Stoker Ranabee
Notary Public

Town of Bolton

Received for record 22-8-89 12:00pm

Recorded in Land Records Vol. 39

Page 397-399

Attest: Jena Champagne

ANY OFFICES

RC RADIS,
S & PATRICK

VERMONT PROPERTY TRANSFER
34 V.S.A. § 231

ACKNOWLEDGMENT

Town Rec'd. Tax Paid. Board of Health. Sec. of State.
vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 32-87

Signed Jena Champagne Clerk

ato 2-28-89