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Sacocated Plans Allocations/Connections Accounts	1 of 3	Actions	6	Data Source SEE M		Description Meter ID 13171089 Spilt Allocation	Allocation # 1752	-			New Project Details Fees	General Projects Logs Documents
App Envelope Modification No Flow Change Owner Envelope Modification New Flow Approval Conditions District MAIN Tax ID 26083 Ner Service Id 15978003 Sewer Bill SW CM NO AC Sewer Net Flow Sewer Net Flow	▶ M > \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Issued	Previous No. Rate	ETER 22760744 FOR USAGE	15978002 Water Bill METER USAGE	Number of Meters Number for Spilt Allocation	Location	Total Fees	Water Allocation Fee	L	Preliminary Approval	
	<u></u>	Sewer Net Flow	New Rate	<	Sewer Service Id 15978003 Sewer Bill St	Residential Units 0 Billed Units 7	MAIN ~ Tax ID	0.00		Owner Envelope	App Envelope	

Record: 14 4 2 of 3 Status Close and Return to Parcel List Calculatons - Design Flow Use Data Source Water Service Id Spilt Allocation Other Meter for Spilt Allocation Meter ID Description Issues to recheck Allocation # SewerAllocation Water Allocation | 405 Service ▶ BEDROOMS ▼ ANALYSIS ONLY New Project Actions WATER IN USE Details 21903614 HOUSE Total Flow **Y** 15964002 Water Bill |WA RESID Fees 1271 Location | 1007 MOUNTAIN RD < < No Filter | Search < < < Preliminary Approval ssued ş o Final Approval SewerAllocation Fee Water Allocation Fee Total Fees 1/17/2017 Number of Meters Previous Calculated Water 405 Expires Confirmation Modification \$0.00 \$0.00 \$0.00 Brand Comments Z O Residential Units |1 New Sewer Service Id ω Rate ABB V Size District MAIN Approval Conditions 50 Owner Envelope | Modification New Flow App Envelope 450 5 **Billed Units** Sewer 360 3/4" × 5/8" Comments Modification No Flow Change < Sewer Bill Net Flow Tax ID 26083 D' 3 < AMI □ < Refresh < 4

General Projects Logs Documents Associated Plans Allocations/Lonnections Accounts



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4 3 of 3 P PI > YX No	* ANALYSIS ONLY C	Actions Issued	l otal Flow	<	SEATS	► LODGING BED SPACES	Calculatons - Design Flow Use	Issues to recheck NEED TO DETERM	Data Source WW-5-3630	Water Service Id 15902002 Water Bill	Spilt Allocation Other Meter for Spilt Allocation	Description RESORT 22760744	Allocation # 22 Location	SewerAllocation 3112	01	IN USE V	=	New Project Details Fees Prelim	Close and Return to Parcel List
No Fitter Search	1/17/2017	Expires	Calculated Water 3501			Hate	Previous	NEED TO DETERMINE METER USAGES		Bill WA CML TR4	Allocation Brand	Number of Meters 2	1007 MOUNTAIN RD		Total Fees	Water Allocation Fee SewerAllocation Fee	Confirmation		
		Comments			30	No. Hate 50 3050	Ne			√ Sewer Service Id	ABB ✓ Size 2"	Residential Units 1		District MAIN		Approval Conditions	Owner Envelope	App Envelope	
	3 5°		Sewer 3112			Comments			<	15902004 Sewer Bill SW CML TR4	√ AMI 「	Billed Units		∨ Tax ID 26083			Modification New Flow	-	
4			√				► I			4				<u>ω</u>			Refresh		

TOWN OF STOWE

RELEASE OF LIEN

In consideration of payment in the amount of \$5,038.81, please release the lien filed on property owned by Castleston Mansfield Inn LLC, 1007 Mountain Road, Stowe, VT in Volume 384, Pages 209 with the Town Clerk of Stowe, Vermont on July 28, 1999. This lien was for connection to the Town of Stowe municipal Waste Water Treatment Facility for the disposal of sanitary sewage from the above referenced property situated at 1007 Mountain Road (The Mountain Road Resort) and referenced in the Stowe Land Records at Volume 116 Page 71.

Dated at Stowe, Vermont this _____ day of _____ day of ______ 2018_____

For the Town of Stowe:

Charles M. Safford
Town Manager

STATE OF VERMONT LAMOILLE COUNTY

Before Me

*U*My Commission Expires: ____

Stowe, VT. Record Received

11.5.2018 at 4.05 P M

Lisa A. Walker, Town Clerk

Book: 643 Page: 248 File Number: 2006-00000876 Page: 1 of 1

000876

VOL643 MAE248

OF STOWE FOR SEWER CONNECTION

KNOW ALL MEN BY THESE PRESENTS that it, Town of Stowe, a municipality in the County of Lamoille and State of Vermont, LIEN HOLDER to secure repayment of sewer connection fee pursuant to an agreement between William L, Mintzer Estate and the Town of Stowe dated May 11, 1999, Notice of Lien recorded in Book 384 at Page 209 of the Town of Stowe Land Records, in the consideration of ONE AND MORE DOLLARS paid to its full satisfaction, the receipt of which is hereby acknowledged, does by these presents waive the priority of the lien above described insofar as the following described Mortgage Deed is concerned, but not otherwise:

> CASTLESTONE MANSFIELD INN LLC to Citizens Bank New Hampshire in the original principal amount of \$2,295,000.00

The undersigned, Town of Stowe, hereby consents that the lien of the Town of Stowe for sewer connection first above described be taken as subordinate, and inferior to the Mortgage Deed last above described.

IN WITNESS WHEREOF, it has hereunto caused its seal to be affixed by an agent authorized for the purpose this 6 12 day of April, 2006.

IN THE PRESENCE OF:

John H. Drury, Town Administrator Its Duly Authorized Agent

STATE OF VERMONT LAMOILLE COUNTY, SS.

At the Town of Stowe, in said County and State this Lott day of April, 2006, John H. Drury, Town Administrator and Duly Authorized Agent of the Town of Stowe personally appeared and he acknowledged the foregoing by him subscribed to be his free act and deed and the free act and deed of the said Town of Stowe.

Stowe, Vt. Record Received APR 18 3006 at 10:39
Alison A. Kaiser, Town Clerk Before me: Ausan Hubick Notary Public My Commission Expires: 02/10/07

Book: 17 Page: 9 File Number: 2007-00000179 Page: 1 of 2

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Book: 17 Page: 9 File Number: 2007-00000179 Page: 2 of 2

Attest: Quisan Oxorien

TOWN CLEEK.

BOOK 17

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Book: 1163 Page: 142 File Number: 2022-00001292 Page: 1 of 3

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arcode ID: 275413 Type: LAN

Barcode ID: 275413 File# 2022-00001292

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File# 2022-0000 BK1163

TAX COLLECTOR'S REPORT

TOWN OF STOWE, VERMONT

BY VIRTUE of a warrant lawfully committed to me for the 2021-2022 and prior tax years, as the Collector of Delinquent Taxes in the Town of Stowe, Vermont, and for the delinquent taxes stated therein, I gave notice as required by law to the delinquent taxpayers of the Town of Stowe, Vermont, of the place where and the time when I would receive such taxes, and certain of said taxpayers having failed and neglected to pay their said taxes upon such demand, on January 19, 2022, I did extend and levy my said warrant in the manner provided by law upon the following described land of the following named delinquent taxpayer situated within the Town, for the following described taxes due thereon, to wit:

Taxpayer:

Castlestone Mansfield Inn, LLC

Amount of

Taxes Due:

\$178,971.70

(Being delinquent taxes for the 2018-2019 through 2021-2022 fiscal years, plus penalties, interest as of March 16,

2022, and attorney's fees and costs)

Description of Property:

Property commonly known and numbered as 1007 Mountain Road, being 16 acres of land, more or less, with buildings and improvements thereon, owned by Castlestone Mansfield Inn, LLC, conveyed to it by Executor's Deed of the Estate of William L. Mintzer by Jeffrey H. Knox, Executor, dated April 11, 2006, and of record in Volume 643 at Pages 245-247, and by Warranty Deed of Henry J. Morris, III and Barbara T. Morris, dated June 8, 2006, and of record in Volume 649 at Pages 186-187, both of the Town of Stowe Land Records.

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I did cause notice of the time and place of sale of the above-described lands to be published three (3) weeks successively in the Stowe Reporter, a newspaper circulating in the Town of Stowe, Vermont, and vicinity, for the issues of March 10, 2022, March 17, 2022, and March 24, 2022, which said notice of sale therein provided that the same would be held at the Town Office, a public place in the Town of Stowe, Vermont, on April 6, 2022, at 1:00 in the afternoon, unless said lands were previously redeemed by payment of the said taxes. On February 17, 2022, I posted at the Town of Stowe Clerk's Office, a public place in said Town, notice of the time and place of such sale. On February 23, 2022, I gave the delinquent taxpayer, Castlestone Mansfield Inn, LLC, and its last known Registered Agent, notice by Certified, Return Receipt Requested Mail of the time and place of such sale, but they were returned. On March 9, 2022, I gave notice to Castlestone Mansfield Inn, LLC, and its last known Registered Agent, by first-class mail of the time and place of such sale. On March 17, 2022, I gave notice to Patrick McGrath, only known member of Castlestone Mansfield Inn, LLC, by certified mail, first-class mail and electronic mail of the time and place of such sale.

And said taxpayer having failed and neglected to pay said taxes and costs, at the Town of Stowe, Vermont Office on the 6th day of April 2022 at 1:00 in the afternoon, the time and place set by me for said sale, pursuant to the notice thereof, I did sell said lands as was necessary to satisfy the taxes and costs thereon to: AQUINCUM, LLC, 1910 Thomas Avenue, Cheyenne, WY 82001, for the sum of Five

Book: 1163 Page: 142 File Number: 2022-00001292 Page: 3 of 3

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Hundred Ten Thousand Dollars (\$510,000.00), it being the highest bidder therefore,

the land and premises thus sold being the same as those described above.

From the proceeds of said sale, I did pay the costs and legal expenses of said

sale amounting in the whole to the sum of Eight Hundred Eleven Dollars and Seventy

Cents (\$811.70), and on April 6, 2022, I turned over to the Treasurer of said Town of

Stowe, Vermont, the sum of One Hundred Seventy-Eight Thousand, One Hundred

Sixty Dollars (\$178,160.00) in full satisfaction of the delinquent taxes, interest and

penalty due said Town on said premises thus sold.

And now at Stowe, in the County of Lamoille and State of Vermont, this

day of April 2022, I make return of my doings hereunder by filing the same as herein

set forth with the Clerk of the Town of Stowe, Vermont for record as provided by law.

Attest:

Lisa A. Walker, Collector of Delinquent Taxes

Town of Stowe, Vermont

Received for Record at Stowe, VT On 04/08/2022 at 09:30:00 AM Attest: Lisa A Walker, Town Clerk & Treasurer Book: 1157 Page: 166 File Number: 2022-00000544 Page: 1 of 2

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Barcode ID: 273475 Type: LAN

File# 2022-00000544 BK1157 PG16

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TAX COLLECTOR'S STATEMENT AND DESCRIPTION OF LANDS
TO BE SOLD FOR DELINQUENT TAXES

I, LISA A. WALKER, Collector of Delinquent Taxes for the Town of Stowe, Vermont, pursuant to my duties, hereby state that I have filed a true and attested copy of my Warrant in the Stowe Town Clerk's Office together with a list of the delinquent taxes relating to the properties hereinafter described.

I further state that by virtue of the tax warrant and bills committed to me, I have extended these warrants and do hereby levy upon the properties described hereinafter and so much of it as will satisfy said delinquent taxes will be sold by public auction on Wednesday, April 6, 2022, at One o'clock in the afternoon (1:00 p.m.) at the Town Office of the Town of Stowe, Vermont.

Description of Properties to be Sold:

Property No. 1:

Property commonly known and numbered as 1007 Mountain Road, being 16 acres of land, more or less, with buildings and improvements thereon, owned by Castlestone Mansfield Inn, LLC, conveyed to it by Executor's Deed of the Estate of William L. Mintzer by Jeffrey H. Knox, Executor, dated April 11, 2006, and of record in Volume 643 at Pages 245-247, and by Warranty Deed of Henry J. Morris, III and Barbara T. Morris, dated June 8, 2006, and of record in Volume 649 at Pages 186-187, both of the Town of Stowe Land Records.

Property No. 2:

Property commonly known and numbered as 466 Topnotch Drive #466, Unit C-18, being a condominium located in Cluster C of the Topnotch Townhouse Condominium development, owned by Corinne Planche, conveyed to her by Warranty Deed of Bear Claw Properties, LLC, dated March 22, 2007, and recorded on April 27, 2007 in Volume 679 at Pages 299-301 of the Town of Stowe Land Records.

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Property No. 3:

Property commonly known and numbered as 230 Mountainside Drive, Unit D-401 (f/k/a 171 Cottage Club Road, 401), being a condominium located in the Mountainside Resort at Stowe Condominiums #2, owned by Thea D. Shive, conveyed to her by Warranty Deed of Richard Chonczynski and Louise Chonczynski, dated December 2, 2002, and of record in Volume 491 at Pages 48-50 of the Town of Stowe Land Records.

Property No. 4:

Property commonly known and numbered as 498 Sylvan Park Road, together with buildings thereon, owned by Steven Sulin, conveyed to him by Warranty Deed of David Wolfgang, dated March 24, 2011, and of record in Volume 801 at Pages 264-265 of the Town of Stowe Land Records.

DATED at Stowe, in the County of Lamoille and State of Vermont, this _1^+\day\) day of February 2022.

Lisa A. Walker, Collector of Delinquent Taxes

Town of Stowe, Vermont

Received for Record at Stowe, VT On 02/17/2022 at 02:50:00 PM Attest: Lisa A Walker, Town Clerk & Treasurer Book: 1046 Page: 29 File Number: 2019-00001359 Page: 1 of 4

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WELD 46 MED 29



State of Vermont

LAND USE PERMIT AMENDMENT

CASE NO:

5L0963-3

Castlestone Mansfield Inn, LLC

c/o Patrick McGrath 54 W 21st Street

New York, New York 10010

LAWS/REGULATIONS INVOLVED

10 V.S.A. §§ 6001 - 6093 (Act 250)

The District 5 Environmental Commission hereby issues Land Use Permit Amendment 5L0963-3, pursuant to the authority vested in it by 10 V.S.A. §§ 6001-6093. This permit amendment applies to the lands identified in Book 643, Page 245 of the land records of Stowe, Vermont, as the subject of a deed to Castlestone Mansfield Inn, LLC. This permit specifically authorizes the relocation of an intermittent stream on the project tract from the series of stone-lined ditches and culverts that was authorized in Land Use Permit 5L0963 into a new, more natural, engineered stream channel. The project is located at 1007 Mountain Road in Stowe, Vermont.

Jurisdiction attaches because the Project constitutes a material change to a permitted development or subdivision, and thus requires a permit amendment pursuant to Act 250 Rule 34.

- 1. The Permittee, and its assigns and successors in interest, is obligated by this permit to complete, operate and maintain the project as approved by the District Commission in accordance with the following conditions.
- 2. The project shall be completed, operated and maintained in accordance with: (a) the conditions of this permit, (b) the permit application, plans, and exhibits on file with the District Environmental Commission, and other material representations.

The approved plans are:

- Sheet L001 "Stream Relocation Planting Concept," dated 1/10/19, (Exhibit 005);
- Sheet 2 of 2 "Stream Relocation Details," dated 10/05/18, last revision 1/04/19 (Exhibit 008a); and
- Sheet 1 of 1 "Stream Relocation Plan," dated 11/05/18, last revision 3/18/19 (Exhibit 011a).
- 3. All conditions of Land Use Permit 5L0963 and amendments are in full force and effect except as further amended herein.
- 4. Representatives of the State of Vermont shall have access to the property covered by this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with this permit.
- 5. A copy of this permit and plans shall be on the site at all times throughout the construction process.

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VIII 1046 MIEO 30

Page 2 Castlestone Mansfield Inn, LLC Land Use Permit 5L0963-3

- 6. No change shall be made to the design, operation or use of this project without a permit amendment issued by the District Commission or a jurisdictional opinion from the District Coordinator that a permit is not required.
- 7. No further subdivision, alteration, and/or development on the tract of land approved herein shall be permitted without a permit amendment issued by the District Commission or a jurisdictional opinion from the District Coordinator that a permit is not required.
- 8. Pursuant to 10 V.S.A. § 8005(c), the District Commission may at any time require that the permit holder file an affidavit certifying that the project is in compliance with the terms of this permit.
- 9. The conditions of this permit and the land uses permitted herein shall run with the land and are binding upon and enforceable against the Permittee and their successors and assigns.
- 10. Site work and construction hours will be limited to 7:00 AM to 7:00 PM Monday through Friday, and 8:00 AM to 5:00 PM on Saturdays and Sundays.
- 11. At a minimum, the Permittee shall comply with the Department of Environmental Conservation's Low Risk Site Handbook for Erosion Prevention and Sediment Control (2006).
- 12. The Permittee shall comply with Exhibits 005, 007, 008a, and 011a for erosion prevention and sediment control. The Permittee shall prevent the transport of any sediment beyond that area necessary for construction approved herein. All erosion prevention and sediment control devices shall be periodically cleaned, replaced and maintained until vegetation is permanently established on all slopes and disturbed areas.
- 13. All mulch, siltation dams, water bars and other temporary devices shall be installed immediately upon grading and shall be maintained until all permanent vegetation is established on all slopes and disturbed areas. Topsoil stockpiles shall have the exposed earth completely mulched and have siltation checks around the base.
- 14. All areas of disturbance must have temporary or permanent stabilization within 14 days of the initial disturbance. After this time, any disturbance in the area must be stabilized at the end of each work day. The following exceptions apply: i) Stabilization is not required if work is to continue in the area within the next 24 hours and there is no precipitation forecast for the next 24 hours. ii) Stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of 2 feet or greater (e.g. house foundation excavation, utility trenches).
- 15. All disturbed areas of the site shall be stabilized, seeded and mulched immediately upon completion of final grading. All disturbed areas not involved in winter construction shall be mulched and seeded before October 1. Between the periods of October 1 to April 15, all earth disturbing work shall conform with the "Requirements for Winter Construction" standards and specifications of the Department of Environmental Conservation's Low Risk Site Handbook for Erosion Prevention and Sediment Control (2006).

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VALL 1046 PAGE 031

Page 3 Castlestone Mansfield Inn, LLC Land Use Permit 5L0963-3

- In addition to conformance with all erosion prevention and sediment control conditions, the Permittee shall not cause, permit or allow the discharge of waste material into any surface waters. Compliance with the requirements of this condition does not absolve the Permittee from compliance with 10 V.S.A. (§§ 1250-1284) Chapter 47, Vermont's Water Pollution Control Law.
- 17. The Permittee shall not clear, cut, mow, or otherwise disturb the land along the intermittent stream channel, from the water's edge to the top of bank or top of slope, and in the adjacent riparian buffer, which is 25 feet wide as measured inland and perpendicular from the centerline of the intermittent stream channel as indicated on Exhibit 011a, except in the vicinity of the western edge of the parking area that is located behind the westernmost structure, and a portion of the lawn that provides access to the underground propane tank behind the westernmost structure as indicated on Exhibit 11a. The Permittee shall keep this stream buffer land undisturbed and naturally vegetated. Snowplowing or storage of any materials within this buffer is prohibited.
- 18. Prior to any site work, the Permittee shall install and maintain temporary fencing around trees to be retained as depicted on Exhibits 005 and 011a.
- 19. Any extracted stumps shall be disposed of on-site above the seasonal high water table and not in any wetland, or at a State approved landfill, so as to prevent groundwater pollution.
- 20. The stream buffer shall be permanently marked with three signs, as indicated on Exhibit 011a. The signs shall be 9 inches by 12 inches and mounted on posts and shall state, "Stream Buffer Do Not Disturb." Upon written approval by the Commission, an alternative sign design and message may be allowed.
- 21. The Permittee and all assigns and successors in interest shall continually maintain the landscaping as approved in Exhibits 005, 007, and 011a by replacing any dead or diseased plantings within the season or as soon as possible after the ground thaws, whichever is sooner.
- 22. At the completion of the project, the Permittee shall certify by affidavit from a nursery person or landscape architect that the site improvements have been carried out as described in this permit.
- 23. Within 30 days of completing construction, the Permittee shall prepare and file with the District Commission an as-built plan of the relocated stream channel depicted in Exhibit 011a. The as-built plan shall be accompanied by a monitoring plan for the relocated stream channel to evaluate the stream's volume, depth, velocity of water flow, physical features, aesthetic values, bank stability, and water quality. The monitoring plan shall include provisions for documenting: (a) the baseline condition of the relocated stream channel and (b) submission of annual monitoring reports, including proposed corrective measures where necessary to repair any structural or functional failures, with the District Commission for a period of at least three years following construction. Monitoring shall be extended to five years following construction if corrective measures are taken, or the District Commission, in consultation with the Agency of Natural Resources, determines that the stream has not

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Page 4
Castlestone Mansfield Inn, LLC
Land Use Permit 5L0963-3

established dynamic equilibrium. The monitoring plan shall be subject to review and approval by the Agency of Natural Resources.

- 24. Pursuant to 10 V.S.A. § 6090(b)(1) this permit amendment is hereby issued for an indefinite term, as long as there is compliance with the conditions herein. Notwithstanding any other provision herein, this permit shall expire three years from the date of issuance if the Permittee has not commenced construction and made substantial progress toward completion within the three-year period in accordance with 10 V.S.A. § 6091(b).
- 25. All site work and construction shall be completed in accordance with the approved plans by October 15, 2021, unless an extension of this date is approved in writing by the Commission. Such requests to extend must be filed prior to the deadline and approval may be granted without a public hearing.
- The Permittee shall file a Certificate of Actual Construction Costs, on forms available from the Natural Resources Board, pursuant to 10 V.S.A. § 6083a(g) within one month after construction has been substantially completed or two years from the date of this permit, whichever shall occur first. Application for extension of time for good cause shown may be made to the District Commission. If actual construction costs exceed the original estimate, a supplemental fee based on actual construction costs must be paid at the time of certification in accordance with the fee schedule in effect at the time of application. Upon request, the Permittee shall provide all documents or other information necessary to substantiate the certification. Pursuant to existing law, failure to file the certification or pay any supplemental fee due constitutes grounds for permit revocation. The certificate of actual construction costs and any supplemental fee (by check payable to the "State of Vermont") shall be mailed to: Natural Resources Board, 10 Baldwin Street, Montpelier, VT 05633-3201; Attention: Certification.
- 27. Failure to comply with any condition herein may be grounds for permit revocation pursuant to 10 V.S.A. sec. 6027(g).

Dated at Montpelier, Vermont, this 29th day of April 2019.

By /s/ John H. Fitzhugh
John H. Fitzhugh, Chair
District 5 Environmental Commission

Members participating in this decision:

Jeremy Reed Jackie Barnett

Stowe, VT. Record Received

5.7.2019 at 3.258 M

Lisa A. Walker, Town Clerk

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000402

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NOTICE OF LIEN

Castlestone Mansfield Inn LLC, being the record owner of property commonly known and designated as 1007 Mountain Road (The Mountain Road Resort)in the Town of Stowe, and being the property acquired by the record owner by Warranty Deed of William L. Mintzer Estate to the record owner, dated April 6 2006, and recorded in Book 643, at page 245 and subordination of sewer connection lien recorded in Book 643, at page 248 of the Town of Stowe Land Records, hereby gives notice that said property is subject to a lien to the Town of Stowe in the principal amount of \$5,038.81, which lien shall constitute a first lien on the subject property, subordinate only to any lien for payment of property taxes to the Town of Stowe. This lien secures the obligation of the record owner to pay to the town of Stowe the above-stated principal obligation together with such additional charges as may be due pursuant to an agreement dated May 11, 1999, between the record owner and the Town of Stowe regarding payment of a sewer connection fee due the Town. Said property is subject to this lien to the Town of Stowe until such time as this debt is paid in full. Upon receipt of payment, this lien shall be released by the Town.

for the Town of Stowe:

Charles M. Safford

02/11/2019

Town Manager

STATE OF VERMONT)

LAMOILLE COUNTY)ss.

Charles M. Safford personally At Stowe, VT on the 1 day of Charles M. Safford personally appeared, and he acknowledged this to be his free act and deed.

Notary Public

Stowe, VT. Record Received

9:45 A M

Lisa A. Walker, Town Clerk

My Commission Expires:

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NOTICE OF CLAIM OF LIEN

NOW COMES Alec Genung as duly authorized representative of Alec Genung Construction, Inc., which has performed labor and furnished materials for improvement of the property located at and described as Mountain Road Resort, Mountain Road, Stowe, VT 05672 and pursuant to 9 VSA §1921 hereby provides notice of the following:

- 1. Alec Genung Construction, Inc. began to furnish labor and materials for the improvement of the above described property on or about October 26, 2011.
- 2. Alec Genung Construction, Inc. provided the labor and materials described in Invoice #267 dated November 12, 2011 and Invoice #269 dated November 25, 2011.
- 3. There remains an unpaid balance of \$6,872.32, plus interest and costs for the two invoices and full payment was due upon receipt.
- 4. Alec Genung Construction, Inc. hereby provides notice to the owner of the above described property that it claims a lien against said property for labor and materials furnished in the amount of \$6,872.32.
- 5. The property where the work was performed is more particularly described as being all and the same lands and premises conveyed to CastleStone Mansfield Inn, LLC by Warranty Deed of The Estate of William L. Mintzer dated April 11, 2006 AND being all and the same land and premises conveyed to Castlestone Mansfield Inn, LLC by the Warranty Deed of Henry J. Morris, III and Barbara T. Morris, dated June 2006.

Alec Genung Construction, Inc.

Alec Genung, as duly authorized representative

Subscribed and sworn to before me this 6 day of January

Notary Public Cherstopher J. Nordb

My commission expires: 02/10/15

Stowe, Vt. Record Rece · 6.2012 at 4:00 PM Alison A. Kaiser, Town Clark

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, HENRY J. MORRIS, Ill and BARBARA T. MORRIS with a place of residence in Stowe, County of Lamoille and State of Vermont, Grantors, in consideration of Ten and more Dollars paid to our full satisfaction by CASTLESTONE MANSFIELD INN, LLC, a Vermont limited liability company, of Rutland and State of Vermont, Grantee, by these presents, do fively GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, CASTLESTONE MANSFIELD INN, LLC, and its successors and assigns forever, a certain piece of land in the town of Stowe, County of Lamoille and State of Vermont described as follows:

Being all and the same land and premises conveyed by to Barbara T. Morris and Henry J. Morris, III by Quitclaim Deed of Barbara T. Morris and Emma S. Tkach dated January 22, 2002, recorded January 29, 2002 in Book 454, Pages 073-074 of the Stowe Land Records.

Being all and the same land and premises conveyed to Barbara T. Morris and Emma S. Tkach by Warranty Deed of Daniel Harrison Snyder, dated May 22, 1998 and recorded in Book 353, Page 340 of the Stowe Land Records.

Being a part of all and the same lands and premises conveyed to Daniel Harrison Sander and Dorothea Kirkman Snyder (now deceased) husband and wife as tenants by the entirety, by the Warranty Deed of Verner Z. Reed, Jr., dated January 16, 1953 and recorded in Stowe Land Records, Book 50, Page 4 and being further described as all of the remaining lands and premises, together with dwelling house and other improvements situated thereon, conveyed to Daniel H. Snyder and Dorothea K. Snyder by the above-referenced warranty deed of Verner Z. Reed, Jr.

Reference is hereby made to survey entitled, "Plan of the Daniel H. and Dorothea K. Snyder Property in Stowe, Vermont" recorded March 22, 1982 in Map Slide 350A of the Stowe Land Records.

To said deeds and plan and the records thereof and to all records therein referred to, reference is hereby made in aid of this description.

This conveyance is made subject to and with the benefit of any spring rights, easements, rights-of-way, conditions, restrictions, and other such interests as may appear more particularly of record, provided however, that this paragraph shall not reinstate any such interest or encumbrance previously extinguished by the Marketable Record Title Act as set forth in Title 27, Vermont Statutes Annotated, Sections 601-606 and any amendments thereto.

Reference is hereby made to said plans, deeds, and their records, to all references therein and to the Stowe Land Records 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, CASTLESTONE MANSFIELD INN, LLC, and their successors and assigns, to their own use and behoof forever; and we, the said Grantors, HENRY J. MORRIS, III and BARBARA T. MORRIS, for ourselves, and our heirs and assigns, do covenant that until the ensealing of these presents we are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever,

Page I of

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except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and scals this day of June, 2006.

to batt

STATE OF VERMONT Lamoille County, 88.

At Stowe this 8 day of June, 2006, Henry J. Morris, III and Barbara T. Morris personally appeared and acknowledged and subscribed this instrument to be their free act and deed.

Notary Public
My Commission Expires: 02/10/2007

TRANSFER TAX RECEIVED 6.9.2004 ALBONA, KUSSER, TOWN CLERK, STOWE, VT.

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EXECUTOR'S DEED

TO ALL TO WHOM THESE PRESENTS SHALL COME: Jeffrey H. Knox, Executor of the Estate of William L. Mintzer, late of Stowe, in the County of Lamoille, and State of Vermont, deceased, SEND GREETING:

WHEREAS, the honorable the Probate Court for the District of Lamoille at a session thereof, holden at the Probate Office in Hyde Park in said district, on the 20th day of March, 2006, on due application in writing, for that purpose, did license and authorize Jeffrey H. Knox to sell at public auction or private sale certain real estate of said deceased, for the purpose of settling the estate.

AND WHEREAS, having previously taken the oath required by law, and fulfilled all the requisitions of the Statute, and of the license aforesaid, we have sold all of the same real estate to CASTLESTONE MANSFIELD INN LLC, a Vermont limited liability company, for the sum of TEN OR MORE DOLLARS.

NOW, KNOW YE, That pursuant to the license and authority aforesaid and not otherwise, and in consideration of the said sum of TEN OR MORE DOLLARS, the receipt whereof I hereby acknowledge, I by these presents, Grant, Bargain, Sell, Convey, and Confirm unto the said CASTLESTONE MANSFIELD INN LLC, a Vermont limited liability company, and its successors and assigns, the following described land and premises in the Town of Stowe, County of Lamoille and State of Vermont described as follows, viz:

Being a portion of the same land and premises conveyed to William L. Mintzer by Warranty Deed of David and Janet E. Reynolds, dated December 3, 1984 and recorded at Book 116, Pages 71 through 72 of the Stowe Land Records.

Being also shown on a Survey Plat entitled "Lands of The Estate of William L. Mintzer, Southwesterly of Mountain Road, Stowe, Lamoille County, VT" surveyed by Short Surveying, Inc., dated January 6, 2006 and being more particularly described as follows:

Beginning at a 5/8" from Pin found in the southwesterly sideline of The Mountain Road (VT Route 108), being a northerly corner of lands of John and Sarah Holman and an easterly corner of the herein described lot as shown on the above referenced survey;

thence S 43°-57'-17" W, 263.06 feet more or less along lands of said Holman to a 5/8" fron Pin found;

thence S 42°-30'-08" W, 242.32 feet more or less along lands of said Holman and lands of Susan and Paul Spera to a 5/8" Iron Pin found;

thence S 45°-13'-49" W 69.81 feet more or less along lands of said Spera to a 5/8" Iron Pin found;

thence S 45"-34"-22" W, 25.93 feet more or less along lands of William Davis to a 1 %" Iron Pipe found being a easterly corner of lands of Barb and Henry Morris and a southerly corner of the herein described lot;

thence the following 2 courses along the northeasterly line of lands of said Morris;

1. N 42°-37'-03" W, 374.17 feet more or less to a 1 %" Iron Pipe found;

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2. N 42°-37'-38" W, 239.07 feet more or less to a 1 1/4" Iron Pipe found, being a northerly corner of said Morris. A southeasterly line of lands of "Birch Hill Condominiums" and a westerly corner of the herein described lot;

thence N 38°-38'-54" E, 197.41 feet more or less to a 5/8" fron Pin set in the southeasterly line of said "Birch Hill Condominiums", a westerly corner of lends of Donna Carpeater and a northerly corner of the herein described lot;

thence the following 3 courses along other lands of said Carpenter;

- 1. S 50°-09'-31" E, 100.00 feet more or less to a 5/8" Iron Pin set;
- 2. S 77°-08'-19" E, 117.48 feet more or less to a 5/8" fron Pin set;
- 3. N 46°-20'-41" E, 230.00 feet more or less to a 5/8" Iron Pin found being an easterly corner of lands of said Carpenter, the southwesterly sideline of The Mountain Road (VT Route 108) and a northerly corner of the herein described for:

thence S 55°-36'-35" E, 422.48 feet more or less along the easterly sideline of said Mountain Road to the point and place of beginning containing 6.39 acres of land more or less.

Also included in this description are any lands that may exist between the southwesterly sideline of the Mountain Road and the centerline of same.

Reference is hereby made to the above-mentioned deeds and their records and to all prior deeds and their records as they apply to and affect the lands and premises being conveyed for a more and complete description of the land and premises herein conveyed.

This conveyance is made subject to and with the benefit of all utility easements, spring rights and water rights, easements for ingress and egress and rights incident to each of the same, as may appear of tecord; provided, however, that this paragraph shall not reinstate any such interest extinguished heretofore by provisions of the Vermont Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated §\$601-606 and any amendments thereto.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereof, to the said CASTLESTONE MANSFIELD INN LLC, a Vermont limited liability company, and its successors and assigns forever, to them and their own use; and I, the said Jeffrey H. Knox, Executor, do covenant with the said CASTLESTONE MANSFIELD INN LLC, a Vermont limited liability company, and its successors and assigns that the said William L. Mintzer died seized of the granted premises, that I am duly authorized by the Court aforesaid to convey the same to the said CASTLESTONE MANNFIELD INN LLC, a Vermont limited liability company, in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid, that I and my administrators and assigns shall WARRANT AND DEFEND said premises against all persons claiming the same, by, from, or under the said William L. Mintzer or me, the said Executor, but against no other person.

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IN WITNESS WHEREOF, I hereunto set my hand and seal this 114 day of April, 2006.

IN PRESENCE OF:

ESTATE OF WILLIAM L. MINTZER

STATE OF VERMONT

1 ...

At Store Vermont, this III day of April, 2006, personally appeared Jeffrey H. Knox, Executor of the Estate of William L. Mintzer, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed of the Estate of William L. Mintzer.

Notary/Hubit

TRANSFER TAX RECEIVED APR 18, 2006 ALISON A. KAISER, TOWN CLERK, STOWE, VT.

Slowe, Vt. Record Received

APR 18, 2006et 10: 28 A M

Allson A. Kalens, Town Clark