

Barcode ID: 247773

Type: LAN

File# 2021-00001103

BK 1117

PG 277-278

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS** that Nicholas Donahue and Kimberly Donahue, both of Mount Pleasant, South Carolina, Grantors, in consideration of **TEN AND MORE DOLLARS** and other good and valuable consideration, paid to their full satisfaction by Eduardo Marti and Maria Eugenia Soto, both of San Juan, Puerto Rico, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantees, Eduardo Marti and Maria Eugenia Soto, husband and wife as tenants by the entirety, and their heirs and assigns forever, certain lands and premises in the Town of Stowe, County of Lamoille and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Nicholas Donahue and Kimberly Donahue by Warranty Deed of Sandra S. Haugen, Gary K. Knapp and Jay C. Knapp dated September 28, 2017 and recorded in Book 992, Page 78 of the Stowe Land Records. Further being all and the same land and premises conveyed to Gary K. Knapp, Jay C. Knapp and Sandra S. Haugen by Quitclaim Deed of Munn Knapp, Charla Knapp, Gary K. Knapp, Jay C. Knapp and Sandra S. Haugen dated March 9, 2002, March 13, 2002, April 26, 2002 and May 10, 2002 and recorded in Book 466, Page 62 of the Stowe Land Records and being more particularly described as follows:

Being a parcel of land containing 2.38 acres, more or less, with any improvements thereon, and shown as "N/F DONAHUE Parcel 12006, Tax Map 07-213.000" on a plan entitled "Site Plan, Stowe Hollow Road LLC, Stowe Hollow Road, Stowe, Vermont", prepared by Mumley Engineering, Inc., dated June 19, 2020, last revised March 23, 2021 and recorded in the Stowe Land Records contemporaneously herewith.

The property is subject to a 36-foot wide right of way easement in common between Grantors and Grantees and their heirs and assigns, from the so-called Stowe Hollow Road, along the existing driveway located on the subject property, for access and utilities for the benefit of Lots A and B, the location of which is shown on the aforementioned site plan.

Grantors and Grantees, for themselves and their successors in title, agree to pay their just proportion of the cost of maintaining and repairing said 36 foot wide right of way in common, such proportion being based upon the actual use thereof at the point or area where such work and repairs are carried out. The cost of snowplowing and maintaining the portion of said 36 foot wide right of way used solely by Grantees shall be borne by Grantees and their successors in title until such time as construction and/or development begins on Lots A or B or any further subdivision of Lots A and/or B.

The interests in the land and premises conveyed herein include the benefit of and are subject to public highway and public utility rights, and to such

↖  
OLSON & ASSOCIATES, PLC  
Attorneys at Law  
↗

PO Box 1019

188 South Main St.

Stowe, VT 05672

802-253-7810

rights, conditions, covenants, rights of way and easements which are of record and are enforceable at law as of the date hereof – not meaning by such language to renew, reinstate or extend the validity of any encumbrance otherwise barred by Vermont Law.

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

**TO HAVE AND TO HOLD** the said granted lands and premises, with all the privileges and appurtenances thereof, to the said Grantees, Eduardo Marti and Maria Eugenia Soto, husband and wife as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and Nicholas Donahue and Kimberly Donahue, the said Grantors, for themselves and their heirs, successors and assigns, do covenant with the said Grantees, Eduardo Marti and Maria Eugenia Soto and their heirs and assigns, that until the ensealing of these presents, Grantors are the sole owners of said lands and 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 they hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever.

**IN WITNESS WHEREOF**, Nicholas Donahue and Kimberly Donahue, by their attorney in fact, Kyle Seabolt, do hereby execute this Warranty Deed this 26<sup>th</sup> day of March, 2021.

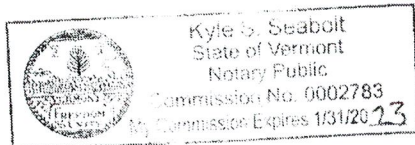
Received for Record at Stowe, VT  
On 03/29/2021 at 04:31:00 PM  
Attest: Lisa Walker, Town Clerk

Nicholas Donahue by Tara Jakobs, atty in fact  
Nicholas Donahue by Tara Jakobs,  
his attorney in fact

Kimberly Donahue by Tara Jakobs, atty in fact  
Kimberly Donahue by Tara Jakobs  
her attorney in fact

STATE OF VERMONT  
COUNTY OF LAMOILLE, S.S.

At Stowe, in said County this 26<sup>th</sup> day of March, 2021, personally appeared Tara Jakobs, as attorney in fact for Nicholas Donahue and Kimberly Donahue, and she acknowledged this instrument, by her sealed and subscribed to be her free act and deed and the free act and deed of Nicholas Donahue and Kimberly Donahue.



Before me,

[Signature]  
Notary Public  
My commission expires: 1/31/23

Transfer Received 03.29.2021  
Lisa A. Walker, Town Clerk, Stowe, VT