

**WARRANTY DEED****KNOW ALL PERSONS BY THESE PRESENTS**

THAT WE, DAVID E. JOHNSON and JODY L. JOHNSON, of the Town of Mifflinburg, County of Clinton, and State of Pennsylvania, Grantors, in the consideration of TEN AND MORE DOLLARS paid to our full satisfaction by RAMON LLOVERAS and TERE MARGARIDA-LLOVERAS of the Town of Guaynabo, Commonwealth of Puerto Rico, Grantees, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantees, RAMON LLOVERAS and TERE MARGARIDA-LLOVERAS, Husband and Wife, as Tenants by the Entirety, their heirs and assigns forever, certain land and premises in the Town of Stowe, County of Lamoille, State of Vermont, described as follows, vis:

Being the same lands and premises conveyed to David E. Johnson and Jody L. Johnson by Warranty Deed of Syn-Cronamics of Canada, Ltd., dated January 13, 1989, and recorded at Book 179, Pages 42-45 of the Stowe Land Records; and being more particularly described therein as follows:

"Being a portion of those lands and premises conveyed to Syn-Cronamics of Canada, Ltd. by Warranty Deed of Birch Hill Associates, dated April 20, 1981, and recorded at Book 101, Pages 406- 408 of the Stowe Land Records; and being more particularly described as follows:

Beginning at an iron rod set at the northernmost corner of the herein conveyed parcel, being a common corner with Lot No. 9 and on the boundary of Grantor's retained lands;

Thence S 25° 31' E along Grantor's retained lands a distance of 87.5 feet to an iron rod set;

Thence S 02° 19' E along Grantor's retained lands a distance of 74.0 feet to an iron rod set on the northerly sideline of Road No. Two;

Thence westerly on a curve to the right having a radius of 82.5 feet a length of 74.2 feet to a point;

Thence N 85° 03' W a distance of 128.0 feet to an iron rod set;

Thence westerly on a curve to the right having a radius of 70.43 feet a length of 23.3 feet to a point;

Thence N 66° 06' 00" W a distance of 41.9 feet to a point at the intersection of Road No. Two with Road No. One (Winterbird Road); the last four courses being along the northerly sideline of Road No. Two;

Thence N 23° 54' E a distance of 11.48 feet to a point;



Thence on a curve to the left having a radius of 125.00 feet a length of 52.99 feet to a point;

Thence N 00° 23' 20" W a distance of 111.14 feet to an iron rod set; the last three courses being along the easterly sideline of Road No. One (Winterbird Road);

Thence S 63° 30' 10" E a distance of 95.98 feet to an iron rod set;

Thence S 28° 11' 00" E a distance of 90.00 feet to an iron rod set;

Thence N 37° 31' E a distance of 117.89 feet to the iron rod marking the point and place of beginning; the last three courses being along Lot No. 9.

The herein conveyed parcel of land contains 0.79 acre, more or less, and is shown as Lot No. 10 upon a survey plan entitled "Plan of Revised Lot No. 10 Birch Hill Stowe, Vermont Phase One Subsection 'A'," prepared by Spear Surveying, Inc., Stowe, Vermont, dated July, 1988 and recorded at Map Book 6, Page 80 of the Stowe Land Records.

This conveyance is made subject to and with the benefit of those covenants, restrictions, conditions, easements, rights of way, rights and obligations, set forth in that instrument entitled "Protective Covenants, Birch Hill 18-Lot Subdivision, Birch Hill Road, Stowe, Vermont", dated October 24, 1986 and recorded at Book 128, Pages 74-83 of the Stowe Land Records, which Protective Covenants have been amended and restated in an instrument entitled "Amended and Restated Protective Covenants, Birch Hill 14-Lot Subdivision, Birch Hill Road, Stowe, Vermont," dated July 12, 1988 and to be recorded in the Stowe Land Records.

This conveyance is made subject to terms and conditions of State of Vermont Land Use Permit Amendment 51.0267-8, dated July 12, 1988 and recorded at Book 166, Page 216 of the Stowe Land Records, and to terms and conditions of State of Vermont Subdivision Permit EC-5-1419 (Revised), dated July 7, 1988 and recorded at Book 166, Page 218 of the Stowe Land Records.

There is hereby excepted and reserved unto the herein Grantor, its successors and assigns, a 25-foot wide right of way, in common with the herein Grantees, their heirs, executors, administrators, successors and assigns, for purposes of driveway construction and access to Lot No. 9. There is expressly reserved unto the herein Grantor, its successors and assigns, the right to convey and assign (for or without monetary consideration to Grantor) this right of way to the record owner (s) of the said Lot No. 9. As of the date hereof, record title in and to said Lot No. 9 is vested in Osborne A. Day by virtue of a Warranty Deed from Birch Hill Associates to the said Osborne A. Day, dated July 26, 1976 and recorded at Book 83, Pages 7-10 of the Stowe Land Records. The herein above excepted and reserved 25-foot wide right of way shall be located as follows:



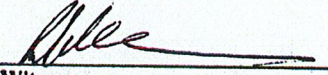
Said right of way shall enter Lot No. 10 at a point on the easterly sideline of Road No. One (Winterbird Road), which point shall be located southerly of the well protection limit line (as shown upon the above-referenced survey plan) and northerly of that point located S 00° 23' 20" E a distance of 111.14 feet from the iron rod set at the northwesterly corner of Lot 10 and shall extend in a generally easterly and northerly direction across Lot No. 10 and shall exit therefrom at a point on that common boundary with Lot No. 9 which has a bearing of S 28° 11' 00" E and a distance of 90.00 feet and/or that portion of the boundary having a bearing of S 63° 30' 10" E and a distance of 95.98 feet located outside the well protection limit line. The driveway shall, nevertheless, be located as close to the well protection limit line as is reasonably practicable given physical characteristics and contours of the land, so as to minimize the impact of the driveway upon Grantees' use and enjoyment of Lot 10. The exact location of said 25-foot wide right of way shall become fixed upon driveway construction, the centerline of the constructed driveway being the centerline of the 25-foot wide right of way. Notwithstanding the above described permitted right of way location, the driveway shall not be constructed in such a location so as to encroach upon the approved leach field area for Lot No. 10."


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 particular description of the lands and premises herein conveyed.

The lands and premises herein described are conveyed in its "as is" condition.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, RAMON LLOVERAS and TERE MARGARIDA-LLOVERAS, Husband and Wife, as Tenants by the Entirety, their heirs and assigns, to their own use and behoof forever; And the said Grantors, DAVID E. JOHNSON and JODY L. JOHNSON, for themselves and their heirs, successors, executors and administrators, do covenant with the said Grantees, RAMON LLOVERAS and TERE MARGARIDA-LLOVERAS, and their heirs and assigns, that until the sealing of these presents, they are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that it is FREE FROM EVERY ENCUMBRANCE; except as aforesaid, and hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, DAVID E. JOHNSON and JODY L. JOHNSON hereunto set their hands this 31<sup>st</sup> day of October, 2005.

  
Witness

  
Witness

  
DAVID E. JOHNSON

  
JODY L. JOHNSON