

PAYABLE TO:

MAIL TO:

# TOWN OF MORRISTOWN

PO Box 748

Morrisville, VT 05661-0748

## TAX BILL

802-888-6370

PARCEL ID	BILL DATE	TAX YEAR
11084.	11/26/2024	24/25

Description: AC & 2 DWL

Location: 396 ROSS HILL ROAD

OWNER **LANDE ERIC**  
**C/O LANDE ERIC P - LIFE ESTATE**  
**PO BOX 552**  
**STOWE VT 05672**

HOUSESITE TAX INFORMATION	
SPAN # 414-129-11310	SCL CODE: 129
TOTAL PARCEL ACRES	441.29
HOUSESITE VALUE	1,279,300
HOUSESITE EDUCATION TAX	14,091.49
HOUSESITE MUNICIPAL TAX	9,004.99
HOUSESITE TOTAL TAX	23,096.48
FOR INCOME TAX PURPOSES	

### ASSESSED VALUE

### HOMESTEAD

REAL 3,085,600  
**EXEMPTION**

3,085,600

LAND USE - 1,307,600  
**TOTAL TAXABLE VALUE 1,778,000**

- 1,307,600  
**1,778,000**

**GRAND LIST VALUES 17,780.00**

**17,780.00**

### MUNICIPAL TAXES

### EDUCATION TAXES

TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES	TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
MUNICIPAL	0.4488	x17,780.00=	7,979.65	HOMESTEAD EDUCATION	1.1015	x17,780.00=	19,584.67
HIGHWAY	0.2542	x17,780.00=	4,519.68	1.1325 (district rate) / 102.81% (CLA) = 1.1015			
LOCAL AGREEMENT	0.0009	x17,780.00=	16.00				
				Payments		TOTAL EDUCATION TAX 19,584.67	
				1	11/15/2024	EDUCATION STATE PAYMENT	
						EDUCATION NET TAX DUE	
				2	05/15/2025		
TOTAL MUNICIPAL TAX 12,515.33						TAX SUMMARY	
MUNICIPAL STATE PAYMENT						Municipal + Education	
MUNICIPAL NET TAX DUE						TOTAL TAX 32,100.00	
						TOTAL STATE PAYMENT	
						TOTAL NET TAX DUE	

DETACH THE STUBS BELOW AND RETURN WITH YOUR PAYMENT

TOWN OF MORRISTOWN

TAX YEAR 24/25

1ST PAYMENT DUE	
11/15/2024	
OWNER NAME	
LANDE ERIC	
PARCEL ID	
11084-	
AMOUNT DUE	
AMOUNT PAID	

TOWN OF MORRISTOWN

TAX YEAR 24/25

2ND PAYMENT DUE	
05/15/2025	
OWNER NAME	
LANDE ERIC	
PARCEL ID	
11084-	
AMOUNT DUE	
AMOUNT PAID	





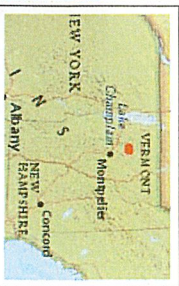
Property of Eric Lande - Ross Hill Road & Cote Hill Road, Morristown  
Vermont Agency of Natural Resources

vermont.gov



1:181.0  
0 500.00 1,181.0 Meters  
WGS, 1984, Web, Mercator, Auxiliary, Sphere  
© Vermont Agency of Natural Resources, February 14, 2024

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- LEGEND**
- Roads
    - Interstate
    - US Highway: 1
    - State Highway
    - Town Highway (Class 1)
    - Town Highway (Class 2,3)
    - Town Highway (Class 4)
    - State Forest Trail
    - National Forest Trail
    - Legal Trail
    - Private Road/Driveway
    - Proposed Roads
  - Town Boundary

**1: 23,245**  
1in = 1937 ft  
1cm = 232 meters

**NOTES**  
Map created using ANR's Natural Resources Atlas

yellow - is newly acquired Adell parcel  
6/25 PS.



RECEIVED FOR RECORD  
RECORDED AT SLIDE NUMBER 365 (1851)  
September 20, 2019  
ATTEST: Mary Fleming

**NOTES:**

1. Orientation is Vermont Grid. Coordinates were computed using GFOID12B
2. Highway width is assumed to be 3 rods wide and centered on traveled way.
3. Other purposes and encumbrances, recorded and unrecorded, may exist on the map.
4. The purpose of this plan is to adjust the lot line between Tax Map 11 Lot 85 and Tax Map 11 Lot 84, all of Tax Map 11 Lot 83 will be merged into Tax Map 11 Lot 84
5. Zoning at this time is Rural Residential Agricultural (RRA). Building setbacks are: Front: 45' from the road right of way, Side and Rear 15'.

## REFERENCES:

1. "Plan of Land in Morrisstown," Vermont Being conveyed by Reuben Gregory To Adrian W. DeVinno. Title: *Plan* = 200 feet. Dated: October, 1973. Prepared by J. P.R. Associates, Inc. and recorded at the Morrisstown Town Clerk's Office.
2. "Plan of Land in Morrisstown," Vermont Property of Barry Schwartz. Title: *Plan* = 200 feet. Dated July 1983. Prepared by Robert W. Troy and recorded at the Morrisstown Town Clerk's Office.
3. "Boundary Survey of the Pioneer Ralph Clark, Farm now owned by Kevin Mason, Steven Mason Penny Stevens, Debra Maudsley of record in Book 169 Page 671" of the Town of Morrisstown, Lamoille County, Vermont. Title: *Plan* = 1700 feet. Dated 7/16/97. Prepared by Marcus Surveys and recorded at the Morrisstown Town Clerk's Office.
4. "The Property Situating Along the Right of Way Of Andrew & Arlene Allen in the Town of Morrisstown, Vermont." Title: *Plan* = 1000 feet. Dated August, 1990. Prepared by Frederick H. Reed and recorded at the Morrisstown Town Clerk's Office.

MONUMENT TABLE:

- |    |      |          |  |
|----|------|----------|--|
| 10 | 1/2" | Iron Rod | Found up 1.6' with white Survey Cap                |
| 11 | 1/2" | Iron Rod | Found up 1.2' painted red                          |
| 12 | 1/2" | Iron Rod | Found up 0.8' with yellow Survey Cap               |
| 13 | 1/2" | Iron Rod | Found up 0.3" with Froy Survey Cap                 |
| 14 | 5/8" | Iron Rod | Found up 0.6' with Froy Survey Cap                 |
| 15 | 1/2" | Iron Rod | Found up 0.6' with yellow Survey Cap               |
| 16 | 5/8" | Iron Rod | Found up 1.0' with JPR Survey Cap, Loose           |
| 17 | 5/8" | Iron Rod | Found up 1.0' in Stone Wall                        |
| 20 | 5/8" | Iron Rod | Found up 1.25' with JPR Survey Cap                 |
| 21 | 5/8" | Iron Rod | Found up 3.0' with JPR Survey Cap begin Stone Wall |
| 22 | 5/8" | Iron Rod | Found up 2.0' with JPR Survey Cap and Stone Wall   |
| 23 | 5/8" | Iron Rod | Found up 2.35' end of Stone Wall                   |
| 24 | 5/8" | Iron Rod | Found up 0.6' painted red in Stone Wall Center     |
| 25 | 5/8" | Iron Rod | Found up 0.6' with yellow Survey Cap               |
| 26 | 5/8" | Iron Rod | Set up 0.8' with LASC Survey Cap                   |
| 27 | 5/8" | Iron Rod | Set up 0.8' with LASC Survey Cap                   |
| 28 | 5/8" | Iron Rod | Set up 0.8' with LASC Survey Cap                   |


The recordable mylar plot conforms with 27 VSA 1403. Survey information is based on a total station and survey grade GPS survey and is consistent, except as noted, with previous surveys, field evidence, and references shown to the best of my knowledge and belief. See survey notes for additional details. Except for the recordable mylar, only copies signed in red are certified by the land surveyor.

George E. Burckard

Morristown/Morrisville  
FINAL PLAT APPROVAL  
  
Zoning Administrator

Date: 19 September 2019

Lot Line Adjustment  
and of  
*The Neel Family Limited Partnership*  
94 Ross Hill Road  
Morristown, Lamolite County, Vermont


**Little River**  
**Survey Company, L.L.C.**  
 P.O. Box 1204, 3283 Pucker Street  
 Stevens, Vermont 05572  
 Tel (802)253-8214 Fax (802)353-2268  
 SCALE: 1"= 200'  
 DRAWN BY: GEB  
 CHECK BY: PSK  
 DATE: July, 2019  
 APPR:

## NEEL PARCEL:

2837391 CANADA, INC. TO ERIC LANDE

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that 2837391 Canada, Inc., a Canadian corporation formed and existing under the laws of Canada and having its principal office in the City of Montreal in the Province of Quebec and the Dominion of Canada (Grantor), for good and valuable consideration paid to its full satisfaction by Eric Lande, a resident of Stowe, Vermont (Grantee), by these presents, does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Eric Lande, and his heirs and assigns forever, certain lands and premises situated in the Town of Morristown in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to the Grantor herein by Warranty Deed from Barry Schwartz dated July 24, 1992 and recorded in Book 98 at Pages 475-476 of the Morristown, Vermont Land Records, said lands and premises being described therein more particularly as follows:

"Being a parcel of land containing 40 acres, more or less, situated on the southwest portion of lands formerly known as the G. Hershel Robson farm, said parcel being more particularly described as follows: Commencing at a point in a stone wall, said point being 45 feet easterly from the center line of Town Road No. 47 (said stone wall being 415 feet, more or less, southerly from the center line of Town Road No. 30), thence proceeding in an easterly direction to a concrete post set in the ground; thence, continuing in the same general easterly direction to another concrete post set in the ground; thence deflecting to the right and proceeding in a general south and southeasterly direction along a line marked by concrete posts and blazed trees set at regular intervals, to the northerly boundary of land owned by one Gregory; thence deflecting to the right and proceeding in a general westerly direction in and along a fallen barb wire fence to a point marked by a concrete post set in the ground; thence deflecting to the right and proceeding in a northerly direction in and along a barb wire fence for a distance of 3,400.00 feet to the point or place of beginning. All dimensions are more or less and are governed by monuments.

Said parcel of land is shown on a plan entitled 'Dynamex Property' dated June, 1969, filed in Map Drawer 2 of the Land Records of the Town of Morristown.

Being all and the same lands and premises conveyed to Dynamex Corporation by Warranty Deed of G. Hershel Robson dated June 28, 1969 and recorded in Volume 63, Page 49 of the Land Records of the Town of Morristown. Included in this conveyance is a right of way for ingress and egress along the 'Sugar Road', so-called, as shown on the aforesaid plan of property, said right of way extending from the southerly sideline of Town Road No. 30 to the southerly corner of the parcel herein conveyed. In addition, the Grantee herein, his successors and assigns, shall have the right to construct a road from the 'Sugar Road' across land now or formerly of G. Hershel Robson, to the northeasterly corner of the parcel herein conveyed.

Also included herewith are all water rights of Grantor [i.e., Barry Schwartz] as more particularly set forth in the aforesaid Warranty Deed of G. Hershel Robson to Dynamex Corporation dated June 28, 1969 and recorded in Volume 63, Page 49 of the Land Records of the Town of Morristown.

Reference is made to the following language which appears in the aforesaid Warranty Deed of G. Hershel Robson to Dynamex Corporation: 'The grantee herein shall have the right to remove such trees on the remaining property of the grantors herein, as might obscure the view from the east and north portions of the parcel herein conveyed. This right to the removal of trees shall be limited in nature, and agreeable to all parties hereto.'

This conveyance is made subject to and with the benefit of any easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided however that this paragraph shall not reinstate any such interests 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. For further particulars of description of the herein conveyed land and premises, reference is hereby made to the aforementioned deeds and other documents and the descriptions and references contained therein."

TO HAVE AND TO HOLD said granted land and premises, with all the privileges and appurtenances thereof, to the said Grantee, Eric Lande, and his heirs and assigns, to their own use and behoof forever;

And the said Grantor, 2837391 Canada, Inc., for itself and its successors and assigns, does hereby covenant with the said Grantee, Eric Lande, and his heirs and assigns, that until the encasing 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 aforementioned.



And the said Grantor, 2837391 Canada, Inc., hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, 2837391 Canada, Inc. hereby executes this Warranty Deed at Morrisville, Vermont on this 16th day of May, 1997.

Witnessed:

2837391 Canada, Inc.

Kan T. Loh

By [Signature]  
Barry Schwartz, its duly authorized agent

STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At Morrisville, in said County, on this 16th day of May, 1997, Barry Schwartz, duly authorized agent for 2837391 Canada, 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 2837391 Canada, Inc.

Before me Kan T. Loh  
Notary Public  
My commission expires: 2/10/99

Morrisville, VT, Town Clerk's Office May 19, A. D. 1997, at 8 o'clock 45 minutes A.M.  
Received for record a Deed, of which the foregoing is a true copy.

A True Record, Attest, Mary Ann Wilson Clerk.  
Return No. 97-05-16  
Vermont Property Transfer Tax 32 V.S.A. Chap. 231 Remun Rec'd.-Tax Paid-Board of Health Cert. Rec'd.  
VI. Land Use & Development Plans Act Cert. Rec'd. Signed Mary Ann Wilson, Clerk.  
Date May 19, 1997

MATHIEU, ROSEMARY GREGORY, ESTATE OF  
BY: LAMOILLE PROBATE COURT

TO CHARLES BRADFORD GREGORY  
TERRI LYNN GREGORY ECKARD  
CHARLES MATTHEW GREGORY

STATE OF VERMONT  
DISTRICT OF Lamoille, SS.

PROBATE COURT  
DOCKET NO. LP-29-87-T

IN RE THE ESTATE OF  
Rosemary Gregory Mathieu  
LATE OF Morrisville

#### DECREE OF DISTRIBUTION

On application and account of Terri Eckard, C. B. Gregory, & C. M. Gregory Executors of the above entitled estate, for a decree of distribution, due notice to interested persons having been given pursuant to the rules of probate procedure, and all taxes of the estate having been paid, the court decrees as follows:

Whereas it appears by the records and files of the court, that after the payment of the debts and funeral charges of the deceased, and the expenses of administration of the estate, the court decrees the following property to the following people (list all liens, mortgages and other encumbrances to which any property is subject):

#### PERSONAL ESTATE

Cash.....\$1.39  
Promissory Note.....50,000.00  
Secured by Mortgage Deed of Barry Schwartz to Rosemary Mathieu, dated December 14, 1985, and recorded in Book 85, Pgs. 614-616, of Morrisville Land Records.

AND WHEREAS, the Testatrix did provide by her Last Will and Testament, duly proved and admitted for Probate,

NOW THEREFORE, it is hereby decreed by said Court in accordance with said Last Will and Testament as follows:

UNTO CHARLES BRADFORD GREGORY, TERRI LYNN GREGORY ECKARD, and CHARLES MATTHEW GREGORY, all of the above-described Personal Estate with a value of fifty thousand one dollars and thirty-nine cents (\$50,001.39), IN EQUAL SHARES, PER PARAGRAPH THIRD.

TO HAVE AND TO HOLD the same as aforesaid, to said beneficiaries and their

heirs, executors, administrators, and assigns forever.

And said Terri Eckard, C. B. Gregory, & C. M. Gregory are ordered to pay over and deliver said estate according to this decree.

4/29/97 CREWED TO BE A TRUE COPY OF THE ORIGINAL AS THE SAME APPEARS ON FILE IN THIS OFFICE.

Signed [Signature], Judge  
Dated October 31, 1988  
Probate Court, District of Lamoille

REGISTER, LAMOILLE PROBATE COURT

Morrisville, Vermont, Town Clerk's Office May 19 1997 At 8 o'clock 45 minutes, A.M. Received the instrument of which the foregoing is a true record. ATTEST: Mary Ann Wilson Town Clerk.

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS** that **THE NEEL FAMILY LIMITED PARTNERSHIP**, a Limited Partnership with its offices in Morristown, Vermont, Grantor, in consideration of **TEN AND MORE DOLLARS** and other good and valuable consideration, paid to its full satisfaction by **ERIC P. LANDE**, of Stowe, Vermont, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, ERIC P. LANDE, a single person, and his heirs and assigns forever, certain lands and premises in the Town of Morristown, County of Lamoille and State of Vermont, described as follows, viz:

Being a portion of "Parcel Thirty Six" conveyed to The Neel Family Limited Partnership by Quitclaim Deed of Virginia Neel and Hartley Neel, dated December 27, 2013, and recorded in Book 198, Pages 51-56 of the Town of Morristown Land Records.

Also being a portion of the lands and premises conveyed to Hartley S. Neel and Virginia T. Neel by Warranty Deed of Adrian W. DeWind, Jr., Susan V. DeWind, Barbara A. DeWind and John DeWind, recorded May 13, 2013, in Book 188, Pages 165-169 of the Town of Morristown Land Records.

Reference is also made to a Corrected Decree of Distribution in the matter of the Estate of Adrian W. DeWind, Vermont Superior Court Probate Division Docket No. LP-177-09-T, dated November 10, 2016, and recorded November 29, 2016, in Book 232, Pages 250-251 of the Town of Morristown Land Records.

Being a lot of land containing **78.48 acres**, more or less, **comprised of two merged parcels of land of 12.76 acres (to Centerline of the highway) and 65.72 acres (to Centerline of the highway)**, as depicted on a **survey plan entitled "Lot Line Adjustment land of The Neel Family Limited Partnership, 94 Ross Hill Road, Morristown, Lamoille County, Vermont"** prepared by Little River Survey Company, LLC, dated July, 2019, and filed in Map Slide No. 365 of the Town of Morristown Map Files.

The lands and premises are conveyed subject to the terms and conditions of Agency of Natural Resources Wastewater System and Potable Water Supply Permit No. WW-5-8137, dated December 19, 2020 and recorded in Book 273, Page 210 of the Morristown Land Records.

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 lot of land described in this deed if the use or useful occupancy of that structure or building will require installation 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 required 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 the restriction that Grantee, and his heirs and assigns, shall not construct more than one (1) single family dwelling on the herein conveyed property. This restriction shall run with the land.

This conveyance is made subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incident to each as may more particularly appear 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, §601, et seq., and any amendments thereto.

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 premises, with all the privileges and appurtenances thereof, to the said Grantee, ERIC P. LANDE, a single person, and his heirs and assigns, to his own use and behoof forever; and THE NEEL FAMILY LIMITED PARTNERSHIP, the said Grantor, for itself, and its successors and assigns, does covenant with the said Grantee, ERIC P. LANDE, and his 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 the manner aforesaid; that they are free from every encumbrance except as aforesaid; and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever.

I, Kyle R. Bates, duly authorized agent of The Neel Family Limited Partnership, hereunto set my hand and seal this 15 day of January, 2020.

The Neel Family Limited Partnership

By: [Signature]

Kyle R. Bates, duly authorized agent

LS

STATE OF VERMONT  
COUNTY OF LAMOILLE, S.S.

At Stowe, in said County, this 15 day of January, 2020, personally appeared Kyle R. Bates, duly authorized agent for The Neel Family Limited Partnership, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of The Neel Family Limited Partnership.

Before me, [Signature]

Notary Public

Kim L. Bruce  
Notary Public- State of Vermont  
Commission Expires 1/31/2021  
Credential # 0007252

My commission expires: 01/31/2021





**RESOLUTION OF THE SOLE DIRECTOR  
OF 2837391 CANADA INC.  
(the "Corporation")**


The undersigned, being the sole director of the Corporation, hereby adopts the following resolution:

WHEREAS the Corporation wishes to sell certain assets, consisting of land and buildings to Mr. Eric Lande;

WHEREAS it is in the best interest of the Corporation to proceed with such a sale.

**RESOLVED:**

1. That the Corporation be and is hereby authorized to enter into an agreement with **Eric Lande** under the terms of which the Corporation will sell the Farmstead Premises, the Dynamex Parcel and other assets defined in the purchase and sale agreement between the Corporation and Lande, dated April 13, 1997 (the "Agreement") for the consideration set forth in the Agreement, the whole in accordance with the terms and conditions of said Agreement;
2. That the Agreement be and is hereby approved;
3. That the Corporation be and is hereby authorized to enter into all other agreements, instruments and execute all other documents as may be necessary or useful to give effect to the Agreement;
4. That **Barry Schwartz**, being the sole director, President and duly authorized agent of the Corporation be and is hereby authorized to execute for and in the name of and on behalf of the Corporation, the Agreement, and in his discretion, to make amendments thereto and execute on behalf and in the name of the Corporation any deeds, documents or other writings necessary or useful to give effect to these resolutions and the agreements contemplated herein;
5. That the foregoing resolution is hereby consented to by the signature of the sole director of 2837391 Canada Inc., pursuant to sub-section 117(1) of the *Canada Business Corporation Act*, this 15th day of May, 1997.

  
Barry Schwartz,  
Sole director and President of 2837391 Canada Inc.

Morristown, Vermont, Town Clerk's Office May 19 1997 At 8 o'clock  
45 minutes, A.M. Received the instrument of which the foregoing is a true  
record. ATTEST: Mary Ann Wilson Town Clerk.

2837391 CANADA, INC. TO ERIC LANDE

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS that **2837391 Canada, Inc.**, a Canadian corporation formed and existing under the laws of Canada and having its principal office in the City of Montreal in the Province of Quebec and the Dominion of Canada (Grantor), for good and valuable consideration paid to its full satisfaction by **Eric Lande**, a resident of Stowe, Vermont (Grantee), by these presents, does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Eric Lande, and his heirs and assigns forever, certain lands and premises situated in the Town of Morristown in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to the Grantor herein by Warranty Deed from Barry Schwartz dated July 24, 1992 and recorded in Book 98 at Pages 473-474 of the Morristown, Vermont Land Records, said lands and premises being described therein more particularly as follows:

"Being a house, barns and **300 acres**, more or less, located off Town Road No. 61, the so-called Ross Hill Road, in the Town of Morristown and being more particularly described as follows:

PARCEL #1: Being all and the same land and premises conveyed to Charles Gregory and Rosemary Gregory by the Warranty Deed of Albert D. Ayers and Hazel M. Ayers dated November 19, 1962 and recorded in Book 58 at Page 285 of Morristown Land Records, being the so-called Cady Lot.

PARCEL #2: Being all and the same land and premises conveyed to Charles Gregory and Rosemary Gregory by the Warranty Deed of Henry L. Ross dated September 23, 1959, and recorded in Book 58 at Page 31 of the Morristown Land Records.

Charles Gregory is deceased. Raymond Mathieu is the husband of Rosemary Gregory Mathieu and joins in this deed to release any homestead interest he may have in the within conveyed premises.

Included with this conveyance are all buildings, structures, improvements, and betterments made and added to the property subsequent to the acquisition of the property by the Grantor herein [i.e. Barry Schwartz]."

Included in this conveyance by quitclaim only without covenants of warranty as a privilege and appurtenance of a portion of the herein conveyed land is a certain right of way that proceeds from Morristown Town Highway #61 known as Ross Hill Road in a generally northerly direction across premises now or formerly owned by Adrian W. DeWind to a portion of the herein conveyed lands and premises, said right of way having been reserved by Rosemary Gregory in the Warranty Deed from said Rosemary Gregory to Adrian W. DeWind dated November 20, 1973 and recorded in Book 66 at Page 448 of the Morristown Land Records. For further particulars of description of said right of way, reference may be had to the following provision in said Warranty Deed from Gregory to DeWind [references in the following description to "Grantor" mean and refer to Rosemary Gregory and her heirs and assigns and to "Grantee" mean and refer to Adrian W. DeWind and his heirs and assigns]:

"The Grantor herein reserves two rights of way along logging or farm roads, one running from the intersection of Town Road #50 and Town Road #61 southeasterly to the remaining property of the Grantor and the other right of way running from Town Road #61 northerly to the remaining property of the Grantor. Such rights of way shall be rights of way in common to be used by the Grantor and the Grantee herein and the heirs and assigns of both. The Grantee and his heirs and assigns shall have no obligation to maintain, repair or otherwise care for either of the rights of way, except at such time as the Grantee or his heirs or assigns shall use either or both of said rights of way. At that time, the Grantee or his heirs or assigns shall pay a proportionate share of maintaining and repairing that portion of the rights of way so used."

The herein conveyed lands are depicted on a survey map entitled "Plan of Land in Morristown, Vermont, Property of Barry Schwartz, prepared by Robert W. Frey, Registered Land Surveyor, dated July 1989, Job 308, Sheets 1 and 2 of 2, as recorded in Map Book 2 at Page 108AB of the Morristown Map Files. It is noted that the acreage as shown on said survey map is 291.8 acres, which shall serve as a more precise description in lieu of the aforesaid general description of 300 acres, more or less.

This conveyance is made subject to and with the benefit of any easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided however that this paragraph shall not reinstate any such interests 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. For further particulars of description of the herein conveyed land and premises, reference is hereby made to the aforesaid deeds and other documents and the descriptions and references contained therein.

TO HAVE AND TO HOLD said granted lands and premises, with all the privileges and appurtenances thereof, to the said Grantee, Eric Lande, and his heirs and assigns, to their own use and behoof forever;

And the said Grantor, 2837391 Canada, Inc., for itself and its successors and assigns, does hereby covenant with the said Grantee, Eric Lande, and his heirs and assigns, that until the encasing 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 the said Grantor, 2837391 Canada, Inc., hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, 2837391 Canada, Inc. hereby executes this Warranty Deed at Morrisville, Vermont on this 16<sup>th</sup> day of May, 1997.

Witnessed:

2837391 Canada, Inc.

Barry Schwartz

By: Barry Schwartz, its duly authorized agent

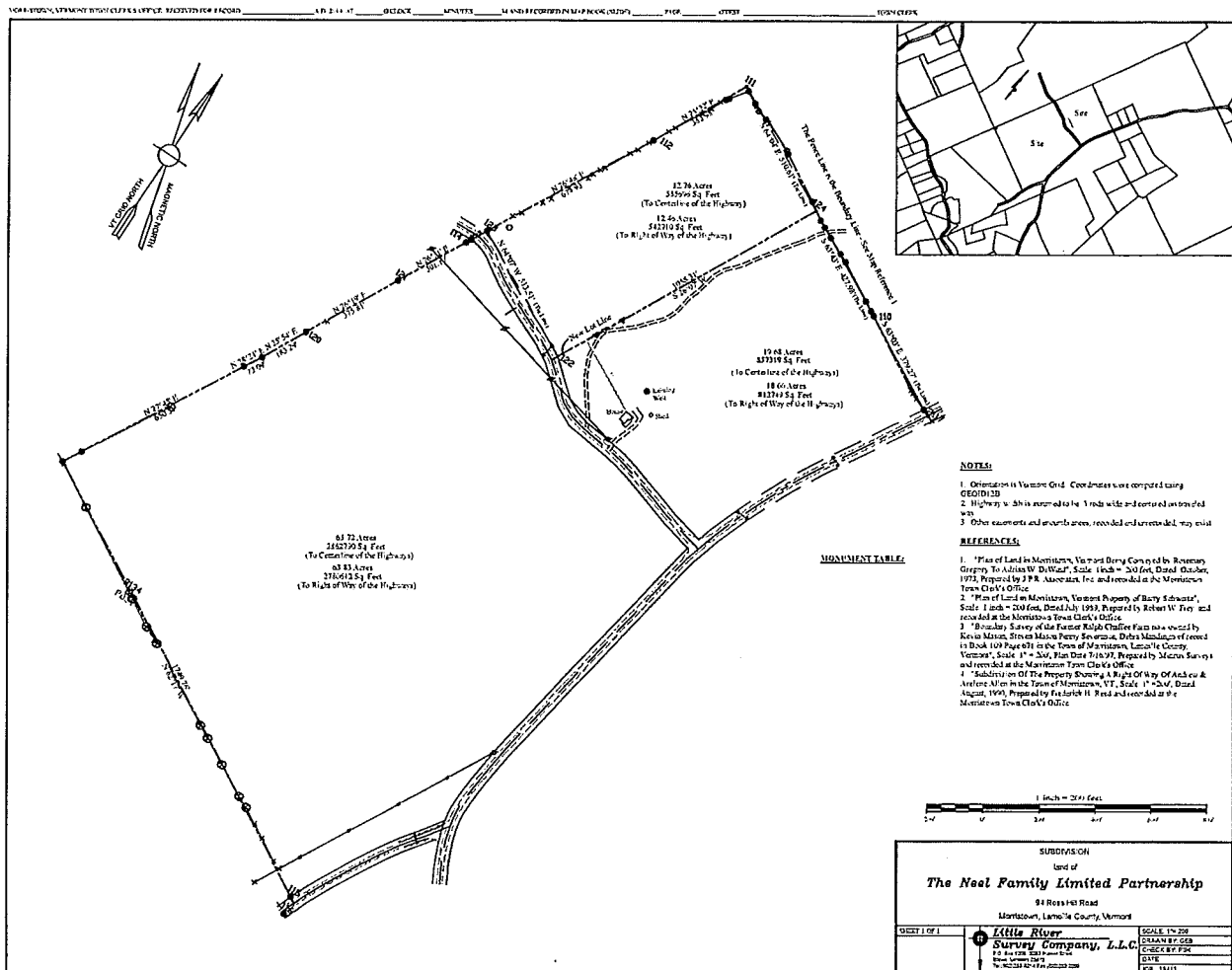
STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At Morrisville, in said County, on this 16<sup>th</sup> day of May, 1997, Barry Schwartz, duly authorized agent for 2837391 Canada, 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 2837391 Canada, Inc.

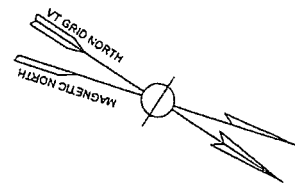
Before me: Barry Schwartz  
Notary Public  
My commission expires: 2/10/99

Morrisville, VT, Town Clerk's Office  
Received for record a Deed, of which the foregoing is a true copy  
May 19 1997 at 8 o'clock 45 minutes AM.  
A True Record, Attest: Barry Schwartz  
Vermont Property Transfer Tax  
32 V.S.A. Chap. 221  
Return Rec'd - Tax Paid based on 1997 Gen. Rec'd.  
Vt. Land Use & Development Fees Act Gen. Rec'd.  
Date: May 19, 1997  
Filing No. 97-05-15  
Signed: Barry Schwartz, Clerk

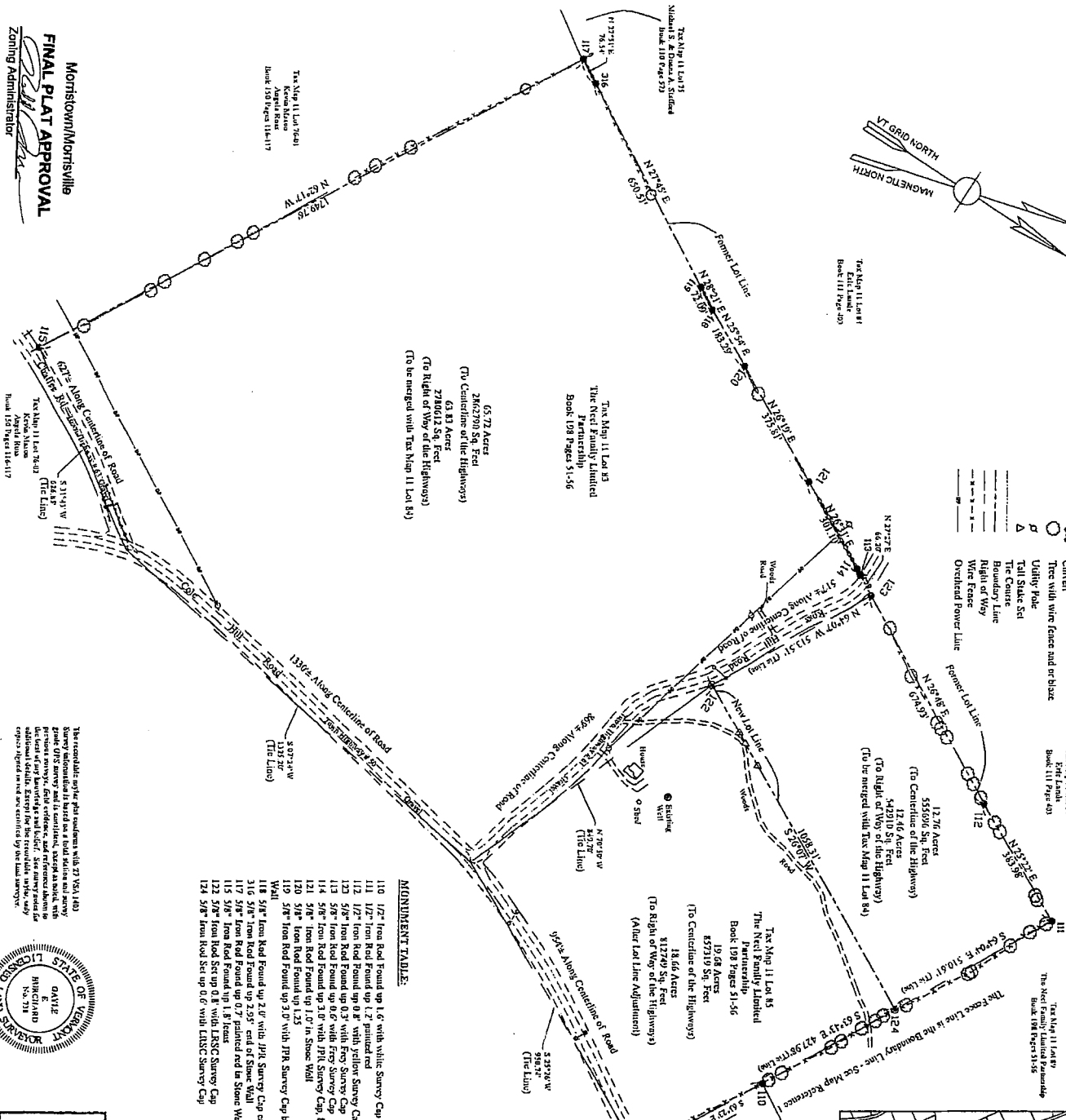




ATTEST: Mary Fleming

Date: 19 September 2019

- 5/8" Rebar Set with LRSC Cap  
 Rebar Found  
 Culvert  
 Tree with wire fence and or bit  
 Utility Pole  
 Tail Stake Set  
 Tree Centise Boundary Line  
 Flight of Way  
 Wire Fence  
 Overhead Power Line



The reasonable man test conforms with 27 VSA 1403. Survey information is based on a total station and survey grade GPS survey and is consistent, except as noted, with previous surveys, field evidence, and references known to the best of my knowledge and belief. See survey notes for additional details. Except for the few noted survey, early copies aligned in red are certified by the land surveyor.



### MONUMENT TABLE

- 112 57" Iron Rod Found up 1.6 with White Survey Cap
- 113 57" Iron Rod Found up 1.6, primed and
- 114 57" Iron Rod Found up 1.6 with White Survey Cap
- 115 57" Iron Rod Found up 0.8 with White Survey Cap
- 116 57" Iron Rod Found up 0.8 with White Survey Cap
- 117 57" Iron Rod Found up 1.0 with White Survey Cap
- 118 57" Iron Rod Found up 1.0 in Stone Well
- 119 57" Iron Rod Found up 1.25
- 120 57" Iron Rod Found up 1.0 with P.R. Survey Cap begins Stone
- 121 57" Iron Rod Found 2.5 ft. with P.R. Survey Cap and Stone Well
- 122 57" Iron Rod Found up 2.57, and in Stone Well
- 123 57" Iron Rod Found up 2.7, primed and in Stone Well Corner
- 124 57" Iron Rod Found up 1.8
- 125 57" Iron Rod Found up 1.6
- 126 57" Iron Rod Set up 0.6 with I.R.C. Survey Cap
- 127 57" Iron Rod Set up 0.6 with I.R.C. Survey Cap

**NOTES:**

1. Orientation is Westward (W). Coordinates were computed using GEOD12D.
2. Highway width is assumed to be 3' (old) wide and centered on centered way.
3. Other easements and encroachments, if recorded and unrecorded, may exist.
4. The purpose of this plan is to adjust the lot line between Tax Map 11 Lot 15 and Tax Map 11 Lot #4, as of Tax Map 11 Lot 87 will be merged into Tax Map 11 Lot 14.
5. Zoning at this time is Rural Residential Agricultural (RRA). Building setback lines are: Front: 15' from the road right of way; Side and Rear 15'.

#### REFERENCES:

1. "Plea said in Mortification, Vermont Being Conducted by Reverend Gregory to Adria W. Welch," *Star*: "Lunch" - 200 text, dated October 18, 1892, and recorded at the Mortification Town Clerk's Office.
2. "Plea of Land in Mortification, Vermont, Property of Mary Schwartz," *Star*: "Lunch" - 200 text, dated July 19, 1892, recorded at the Mortification Town Clerk's Office.
3. "Bandury Survey of the Former Belcher's Chert Mine now owned by Kevin Kinsman, Steven Manton, Frey Seaveridge, *Chittenden Mail* dated of record March 2, 1893 - 200 text, dated July 19, 1892, prepared by Robert W. Frey and recorded at the Mortification Town Clerk's Office.
4. "Bandury Survey of the Town of Mortification, Lamoine Chert," *Chittenden Mail*: "55," dated July 19, 1892, prepared by Robert W. Frey and recorded at the Mortification Town Clerk's Office.
5. "Subdivision of the Property Showing a Light of Mr. Andrew A. Archer's Allot in the Town of Mortification, Vt.," *Star*: "July 20," dated August, 1900, prepared by Frederick II. Reed and recorded at the Mortification Town Clerk's Office.



For Line Adjustment  
Total of

*The Neel Family Limited Partnership*

09 1000 1 811 1000

**Little River**  
Surrey, Conn.

2001-02  
P.O. Box 1204, 27220

Stacey, Vagmond Cb772  
Tel: (807) 223-6216 Fax: (807) 223-6216

1. *Chlorophyll a* (Chl *a*)



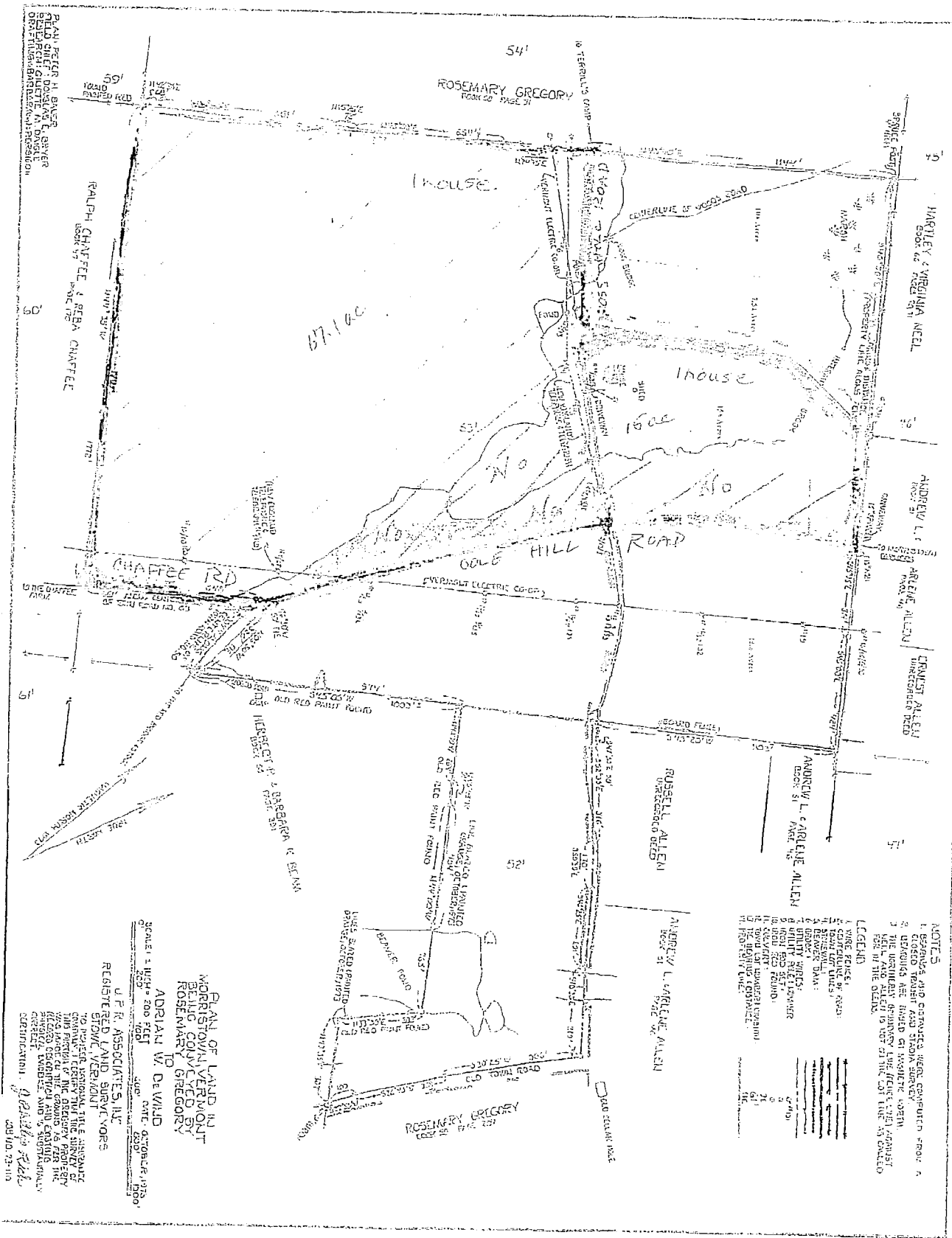
250,000

67.15

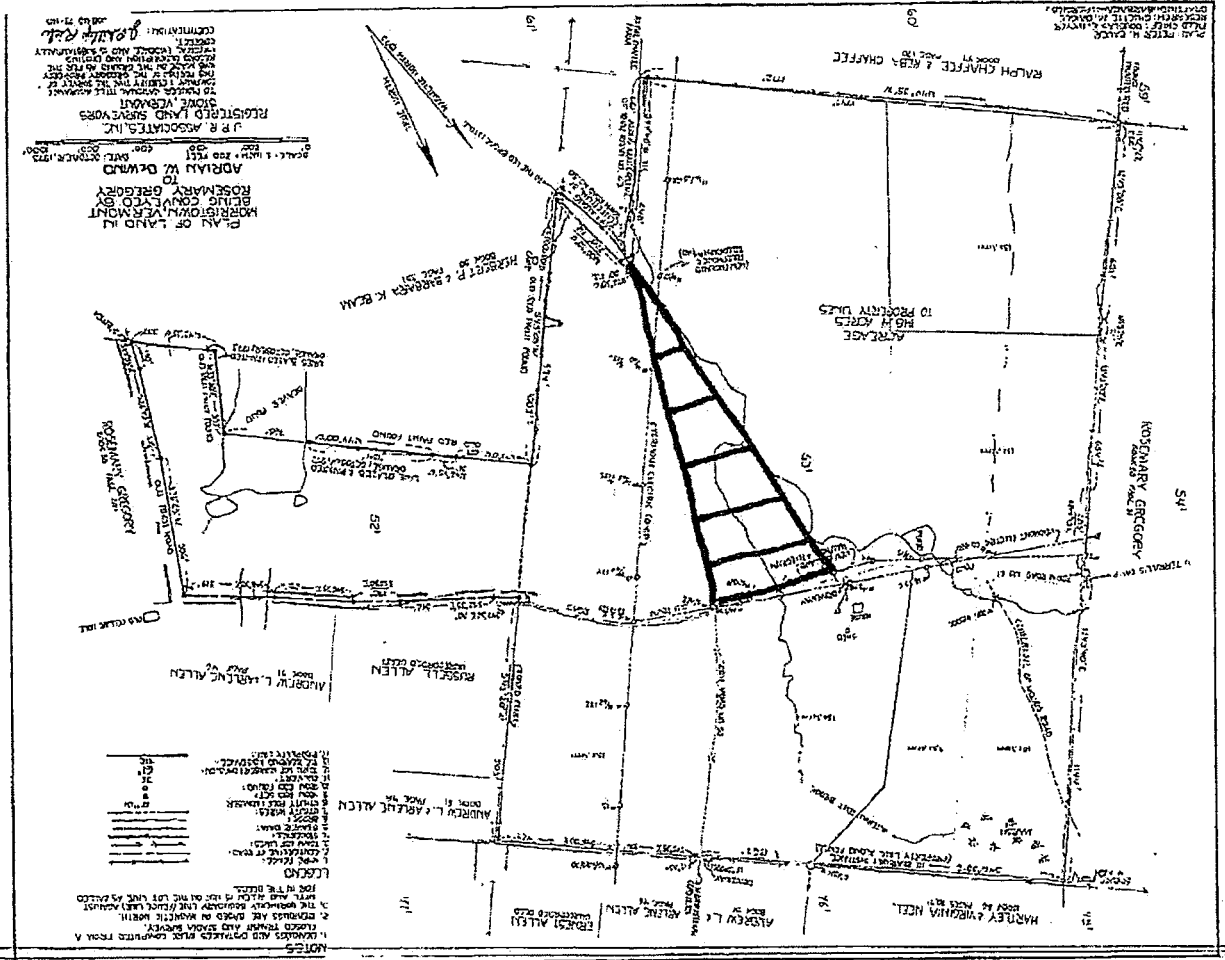
For Sale

No buildings

retained by seller



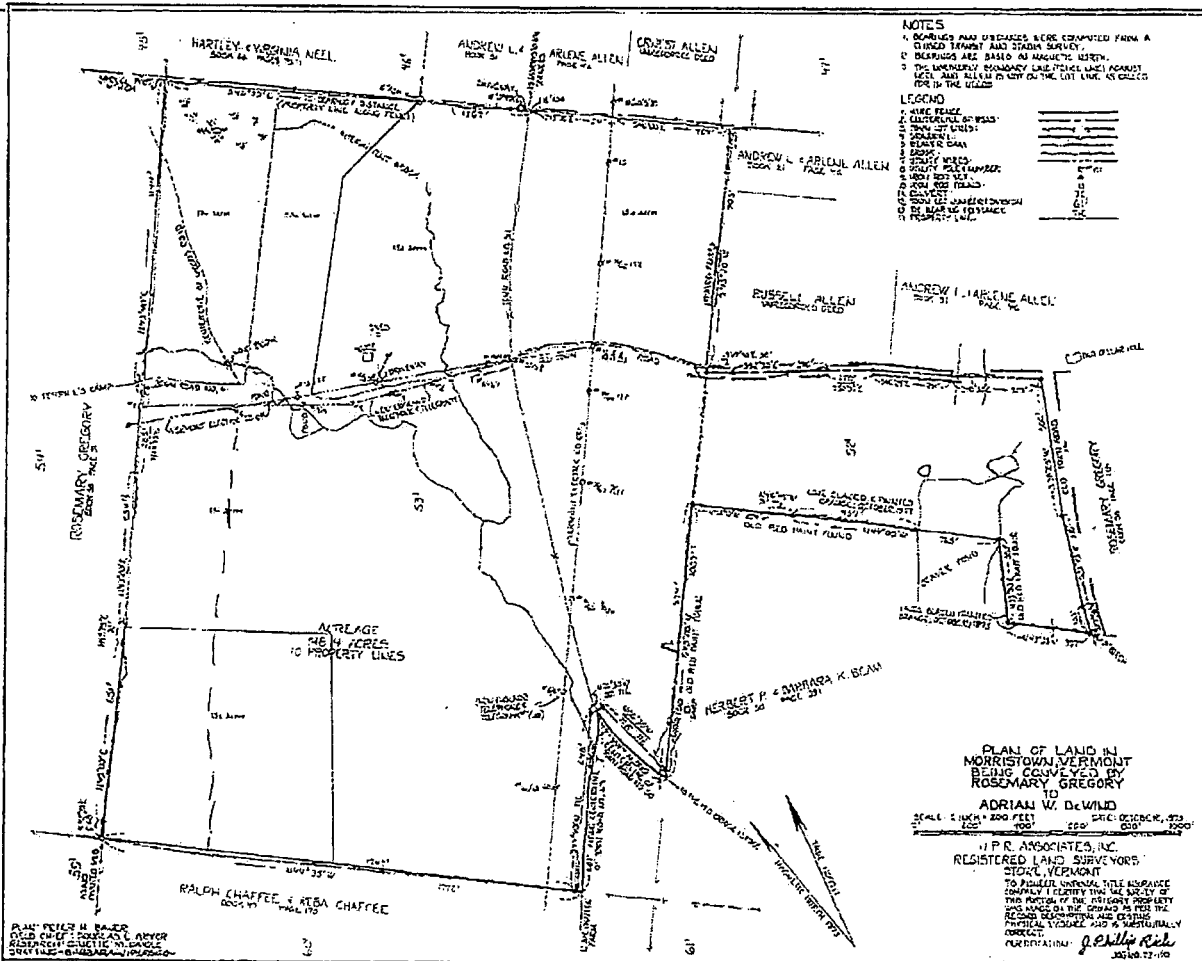
101  
102  
103

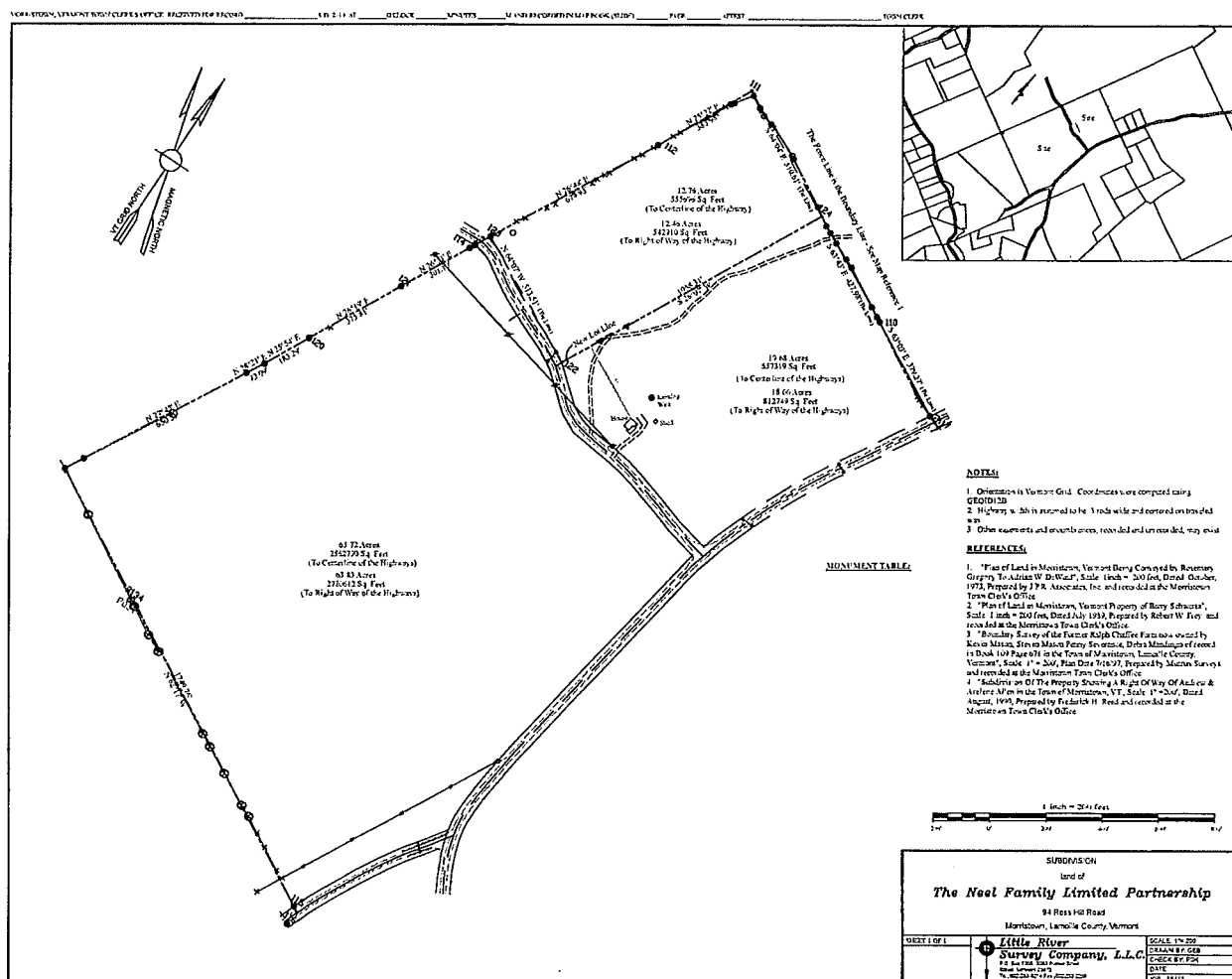


MAP SHOWING RESTRICTED AREA



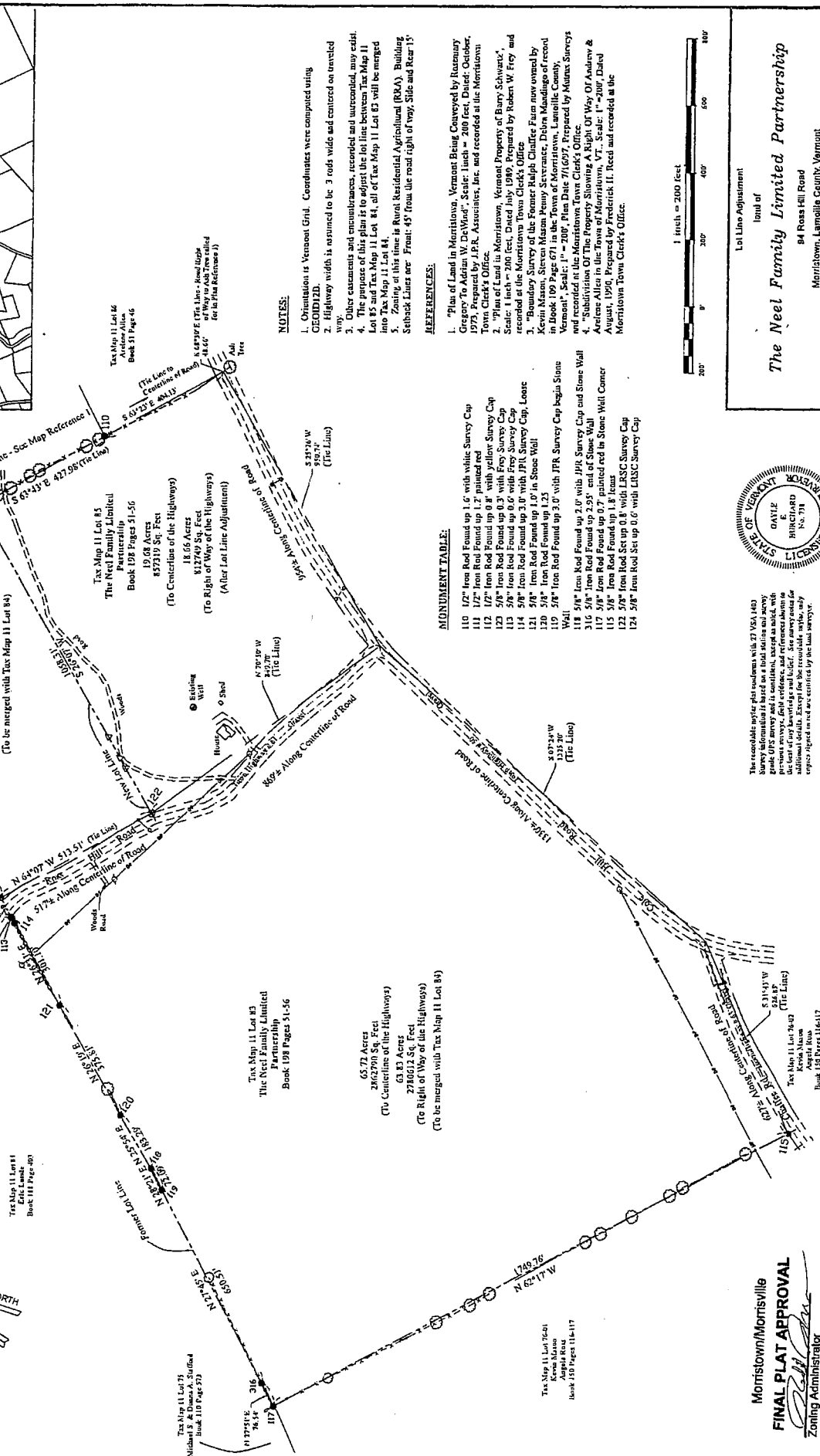
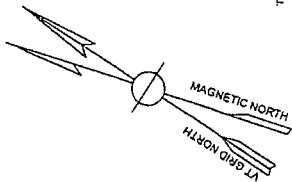
UNMARKED MAP





Legend

- 5/8" Rebar Set with LTRSC Cap
- Rebar Found
- Cutout
- Tree with wire fence and or blaze
- Utility Pole
- Tell Stake Set
- Tie Course
- Boundary Line
- Right of Way
- Wire Fence
- Overhead Power Line



NOTES:

1. Orientation is Vermont Grid. Coordinates were computed using GEDD128.
2. Highway width is assumed to be 3 rods wide and centered on traveled way.
3. Other easements and encroachments, recorded and unrecorded, may exist.
4. The purpose of this plan is to adjust the lot line between Tax Map 11 Lot 85 and Tax Map 11 Lot 84, all of Tax Map 11 Lot 82 will be merged into Tax Map 11 Lot 84.
5. Zoning at this time is Rural Residential Agricultural (RRA). Building setbacks are: Front: 45' from the road right of way, Side and Rear 15'.

REFERENCES:

1. "Plan of Land in Morrisville, Vermont Being Conveyed by Rotary Gregory To Adrian W. DeVincenti", Scale: 1 inch = 200 feet, October, 1973, Prepared by J.P.R. Associates, Inc. and recorded at the Morrisville Town Clerk's Office.
2. "Plan of Land in Morrisville, Vermont Property of Barry Schwartz", Scale: 1 inch = 200 feet, Dated July 1989, Prepared by Robert W. Frey and recorded at the Morrisville Town Clerk's Office.
3. "Boundary Survey of the Former Ralph Chaffee Farm now owned by Kevin Mason, Steven Mason Penny Severance, Debra Mandaglio of record Book 109 Page 671 in the Town of Morrisville, Lamoille County, Vermont", Scale: 1 inch = 200 feet, Dated 7/10/97, Prepared by Morris Surveys and recorded at the Morrisville Town Clerk's Office.
4. "Subdivision Of The Property Situated A Right Of Way Of Andrew & Arlene Allen in the Town of Morrisville, Vermont, Scale: 1 inch = 200 feet, August, 1990, Prepared by Frederick H. Reed and recorded at the Morrisville Town Clerk's Office.

MONUMENT TABLE:

- 110 10" Iron Rod Found up 1.0' with white Survey Cap
- 111 12" Iron Rod Found up 1.2' with white Survey Cap
- 112 10" Iron Rod Found up 0.8' with yellow Survey Cap
- 113 5/8" Iron Rod Found up 0.3' with Frey Survey Cap
- 114 5/8" Iron Rod Found up 3.0' with JPR Survey Cap, Loose
- 115 5/8" Iron Rod Found up 1.0' in Stone Wall
- 116 5/8" Iron Rod Found up 1.25'
- 117 5/8" Iron Rod Found up 3.0' with JPR Survey Cap begin Stone Wall
- 118 5/8" Iron Rod Found up 2.0' with JPR Survey Cap end Stone Wall
- 119 5/8" Iron Rod Found up 0.2' with red in Stone Wall Corner
- 120 5/8" Iron Rod Found up 1.8' in stone
- 121 5/8" Iron Rod Set up 0.8' with LTRSC Survey Cap
- 122 5/8" Iron Rod Set up 0.6' with LTRSC Survey Cap



Geoff E. Burchard

The recordable plat must be accompanied by a copy of the survey and a copy of the plat. The survey must be a true and correct copy of the original survey and must be accompanied by a copy of the original survey. The plat must be a true and correct copy of the original plat and must be accompanied by a copy of the original plat.

FINAL PLAT APPROVAL

DATE: 19 September 2019

Morrisville/Morrisville

Zoning Administrator

The Neel Family Limited Partnership

94 Ross Hill Road

Morrisville, Lamoille County, Vermont

SCALE: 1" = 200'

DRAWN BY: GEB

CHECKED BY: GEB

DATE: July, 2018

JOB: 18413

RECORDED AT SLIDE NUMBER 2051827

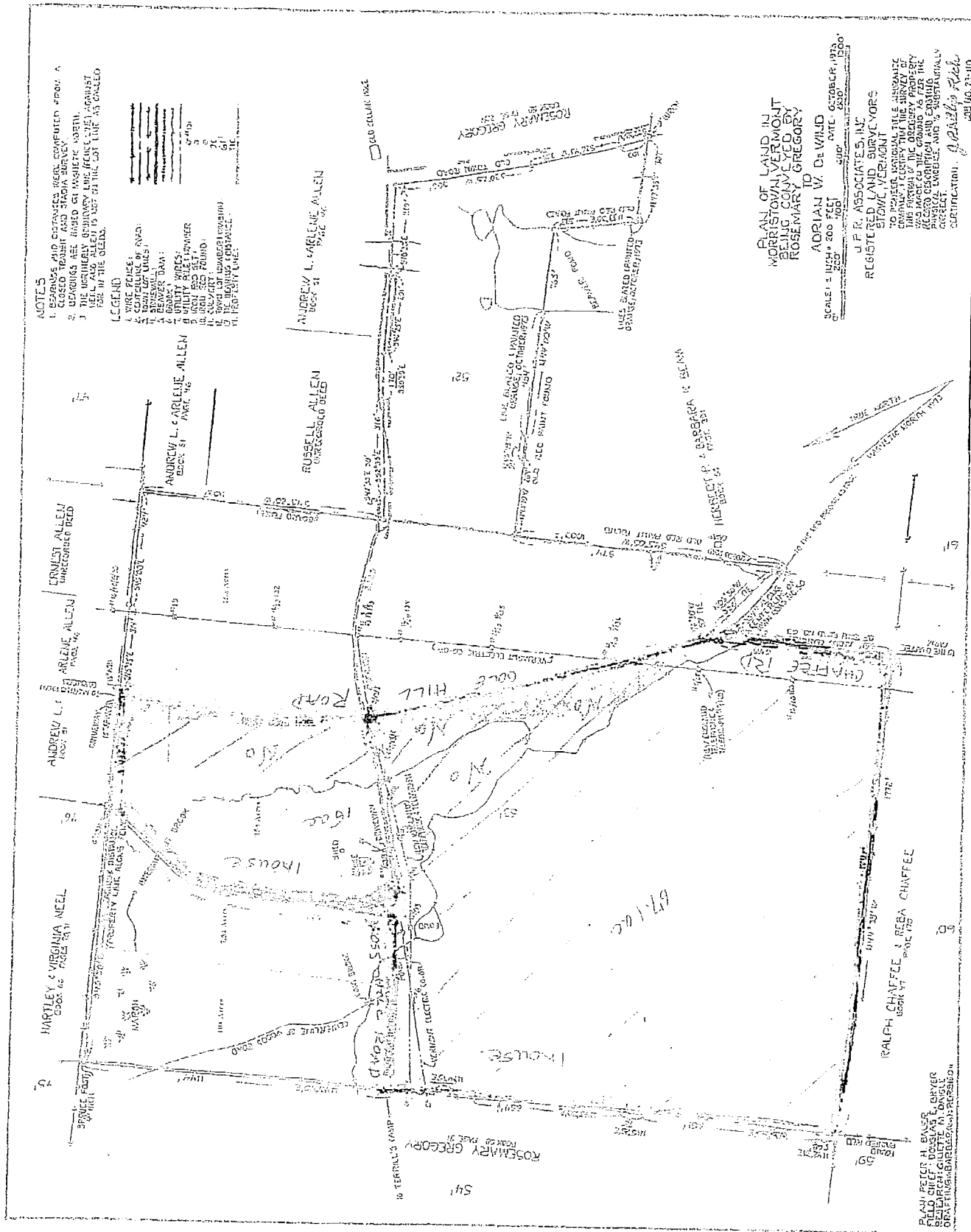
ATTEST: Mary Fanning



retained by seller

201-100

08/05/19  
12:22 PM EDT  
doLoop verified



PLAN OF LAND IN  
MORRISTOWN, VERMONT  
BEING CONVEYED BY  
ROSEMARY GREGORY

TO  
ADRIAN W. DE WIND  
SCALE 1" = 100' 00' FEET  
DATE: OCTOBER, 1975  
GND' 500' 1500'

U. P. R. ASSOCIATES, INC.  
REGISTERED LAND SURVEYORS  
STOWE, VERMONT

TO INSURE NATIONAL TITLE INSURANCE COMPANY, I CERTIFY THAT THE SURVEY OF THIS PART OF THE ORANGE PROPERTY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT AND THE SURVEYOR'S REPORT IS CORRECT AND IS SUBSTANTIALLY CORRECT.

011-42 091 667

PLANNING: PETER H. BAUER  
FIELD CHIEF: DOUGLAS E. BRYER  
DEBARCH: GINETTE M. DAVILE  
DRAFTING: BARBARA J. ROSSIGNOL

dotloop signature verification: 0.11047









Pall Spera <pall.spera@pallspera.com>

---

**claim #: 4454299**

1 message

---

**Vaillancourt, Nancy** <Nancy\_Vaillancourt@cinfin.com>

Thu, Jun 12, 2025 at 9:18 AM

To: Dan Streaman <dstreaman@jsheld.com>, "marc globalpatriotadjusters.com" <marc@globalpatriotadjusters.com>

Cc: Pall Spera <pall.spera@pallspera.com>, Dawn globalpatriotadjusters <dawn@globalpatriotadjusters.com>, Pietro Lynn Esq <plynn@lynnlawvt.com>

Marc and Dan,

In regards to the site inspection next week, we will also need to see Clay Point Associates protocol/estimate for mold remediation. Their report did not provide this information. If Clay Point cannot provide this information, we would bring in our own hygienist for the on stie inspection to do so. Please let me know if we need to schedule a hygienist. Please remember per the policy, HR929 there is a limitation of \$10,000 for mold remediation.

Some of Lime Lite invoices forwarded by Dan Streaman on June 9, from your email Marc to Dan in May, were estimated only. We cannot accept those for payment at this time, the invoices need to be completed and reviewed.

The invoices for the gun repairs, furniture repairs, oriental rug cleaning all appear to be finalized, we will send these invoices off for auditing. Once we have the report back on those invoices we can forward.

Thank you for your assistance.

Nancy Vaillancourt, AIC  
Senior Claims Specialist II  
P.O.Box 586  
Barre, VT 05641

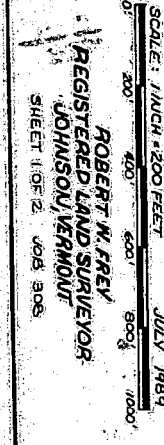
(802) 479-0362 office

(802) 793-7744 cell

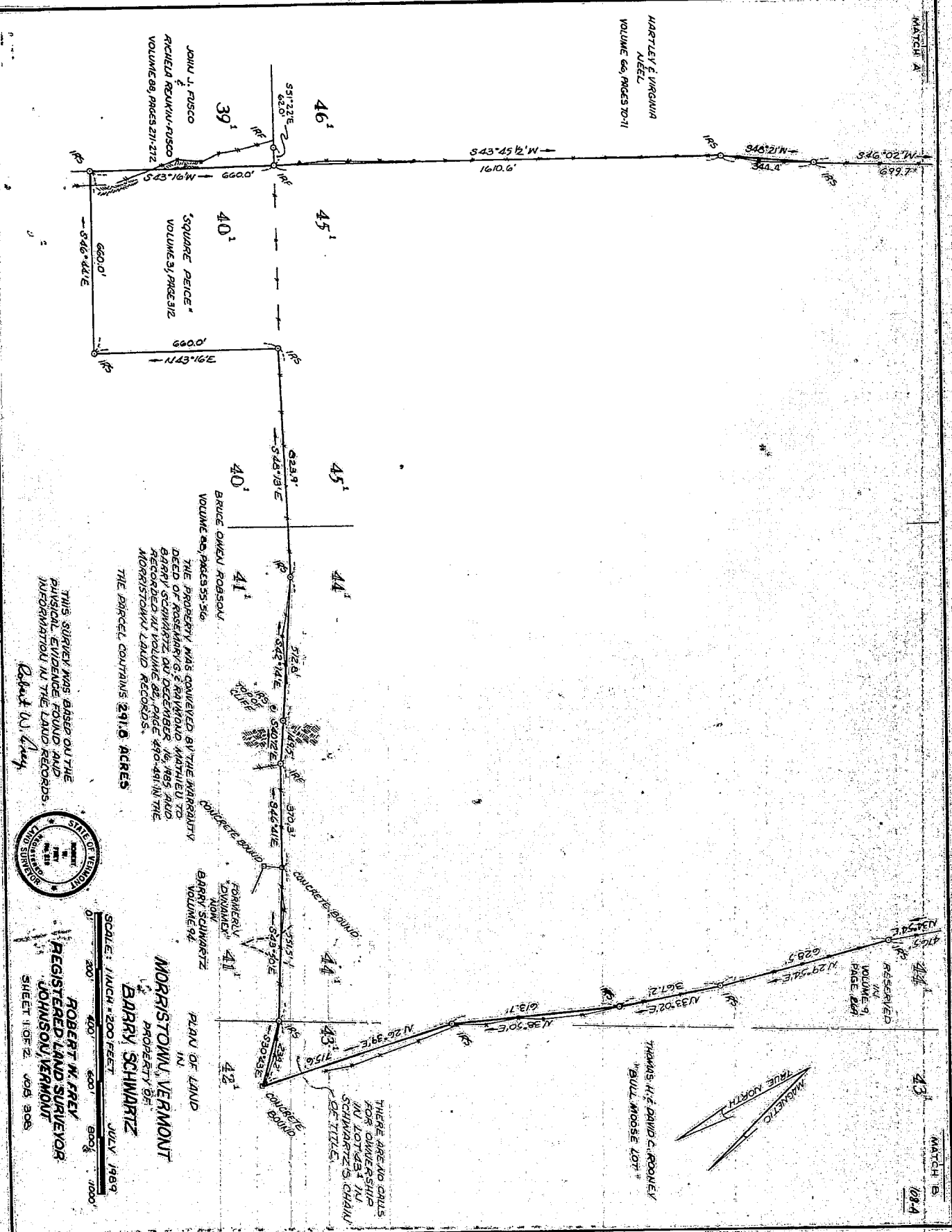
(888) 229-5771 fax

CONFIDENTIALLY NOTICE: The information included in this email, including any attachments, is for the sole use of the intended receipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, distribution or similar action is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the original message immediately.

THERE ARE NO CALLS  
FOR OWNERSHIP  
IN LOT 431 IN  
SCHWARTZ'S CHAIN  
OF TITLE.



REC'D FOR FILING: Oct. 26, 1990  
 Attest: *Hydrex C. Menden, Town Clerk*



THIS SURVEY WAS BASED ON THE PHYSICAL EVIDENCE FOUND AND INFORMATION IN THE LAND RECORDS.  
*Robert W. Frey*



SCALE: 1/4" = 200 FEET  
 JULY 1989  
 ROBERT W. FREY  
 REGISTERED LAND SURVEYOR  
 MORRIS TOWN, VERMONT  
 PROPERTY OF  
 BARRY SCHWARTZ  
 SHEET 1 OF 2, JOB 908

THERE ARE NO CALLS FOR OWNERSHIP IN LOT 43 IN SCHWARTZ'S CHAIN OF TITLES.

THOMAS, H. & DAVID C. ROONEY  
 "BULL MOOSE LOT"

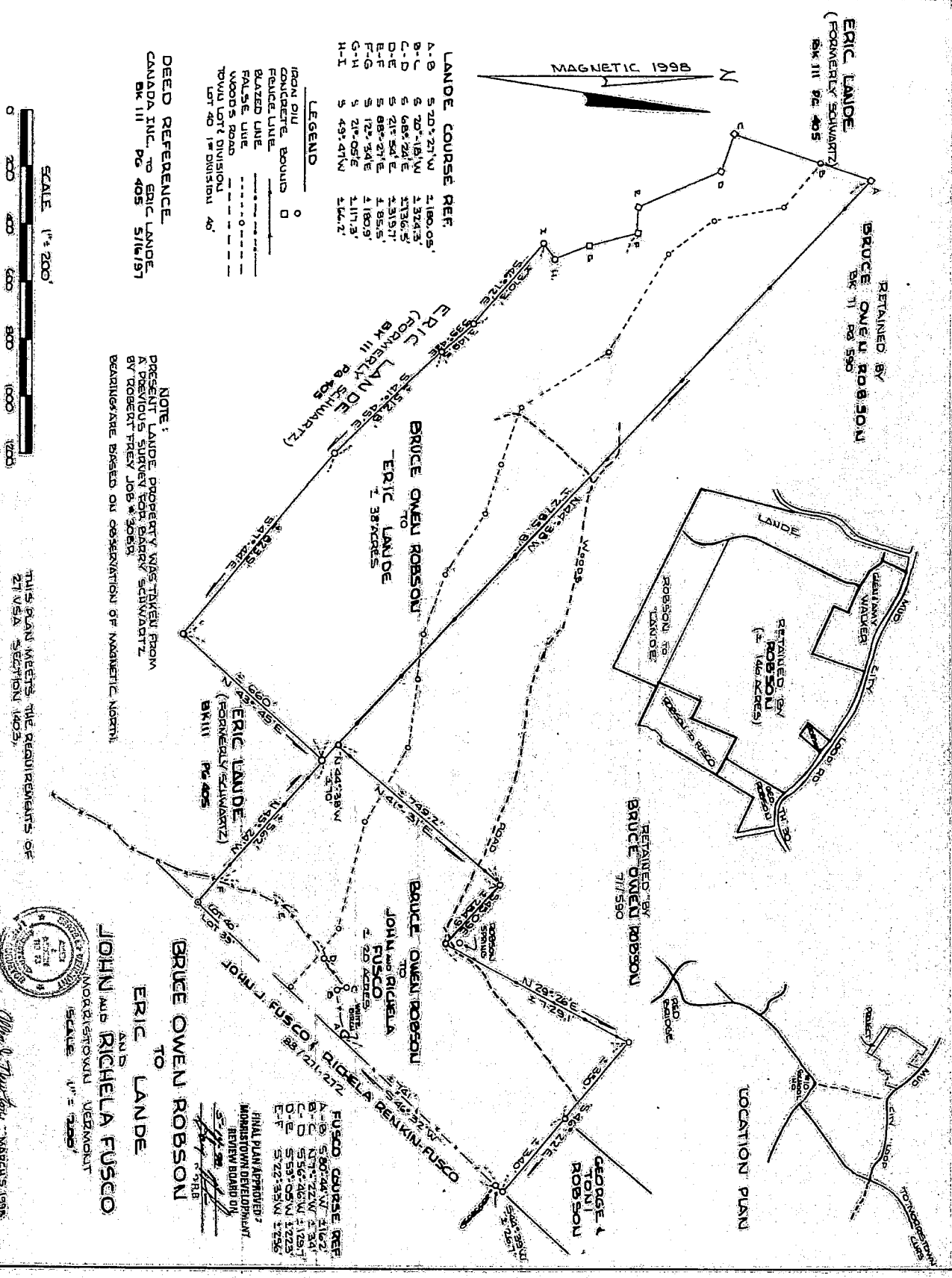
RESERVED  
 VOLUME 9  
 PAGE 124

MATCH A  
 MATCH B  
 108-4

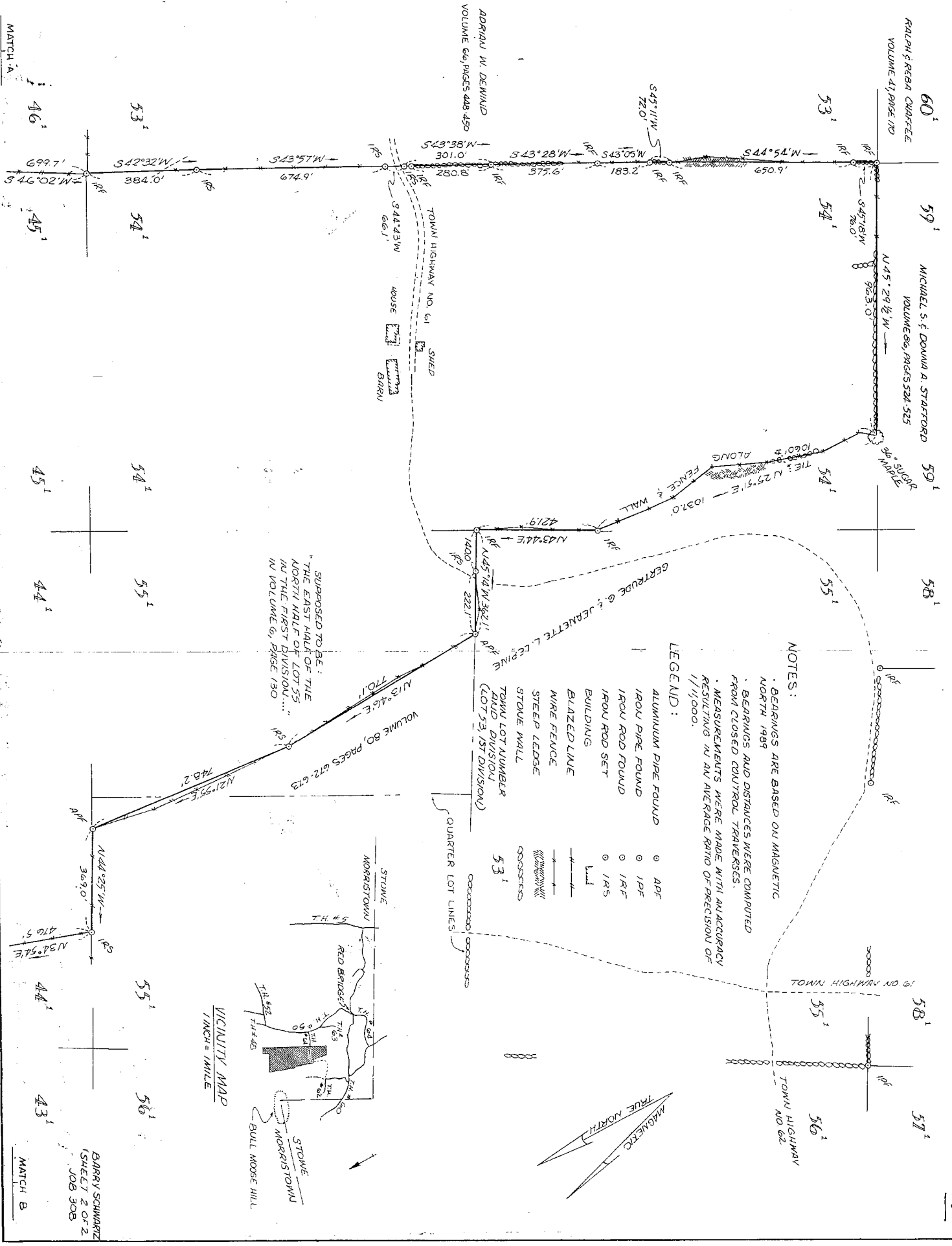


ORIGINAL INK ON MYLAR 3/5/98 A.J.N.

Received for filing May 18, 1998  
attest: Judy Stewart, clerk



RECD FOR FILING: OCT. 26, 1990  
 Attest: Sydney C. Mendenhall, Town Clerk



NOTES:  
 • BEARINGS ARE BASED ON MAGNETIC NORTH 1989  
 • BEARINGS AND DISTANCES WERE COMPUTED FROM CLOSED CONTROL TRAVERSES.  
 • MEASUREMENTS WERE MADE WITH AN ACCURACY RESULTING IN AN AVERAGE RATIO OF PRECISION OF 1/11,000.

LEGEND:  
 ALUMINUM PIPE FOUND ○ APF  
 IRON PIPE FOUND ○ IPF  
 IRON ROD FOUND ○ IRF  
 IRON ROD SET ○ IRS  
 BUILDING ———  
 BLAZED LINE ———  
 WIRE FENCE ———  
 STEEP LEDGE ———  
 STONE WALL ———  
 TOWN LOT NUMBER AND DIVISION (LOT 23, 1ST DIVISION)  
 QUARTER LOT LINES ———  
 TRUE NORTH ———  
 MAGNETIC ———

VICINITY MAP  
 1 INCH = 1 MILE

BARRY SCHWARTZ  
 SHEET 2 OF 2  
 JOB 308

ROBSON, BRUCE OWEN TO ERIC LANDE

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Bruce Owen Robson, of Morristown, in the County of Lamoille, and State of Vermont, Grantor in the consideration of TEN OR MORE DOLLARS paid to my full satisfaction by Eric Lande of Stowe, in the County of Lamoille and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, Eric Lande, and his heirs and assigns forever, a certain piece of land in the Town/City of Morristown, in the County of Lamoille and State of Vermont, described as follows, viz:

Being a portion of the lands and premises conveyed to Bruce Owen Robson by Gulf Claim Deed of Mildred F. Robson dated February 1, 1988 and of record in Volume 88, Pages 55-56 of the Town of Morristown Land Records and being more particularly described as follows:

Being a parcel of land containing 38 acres, more or less, as shown on a plan entitled "Bruce Owen Robson to Eric Lande and John and Richela Fusco, Morristown, Vermont" by Allen J. Newlon, dated March 5, 1978 and to be recorded in the Land Records of the Town of Morristown contemporaneously with this deed.

Said parcel is more particularly described as follows:

Beginning at a point designated "A" and marked by a concrete monument which point marks the northerly corner of the parcel herein described as shown on the aforementioned Plan; thence proceeding S 20° 27' W a distance of 180.05 feet, more or less, to an iron pin designated "B" on the aforementioned Plan; thence proceeding S 20° 18' W a distance of 324.3 feet, more or less, to a concrete monument designated as "C" on said Plan; thence turning to the left and proceeding S 68° 24' E a distance of 136.5 feet, more or less, to a concrete monument designated as "D" on said Plan; thence proceeding S 21° 54' E a distance of 319.7 feet, more or less, to a concrete monument designated as "E" on said Plan; thence proceeding S 88° 27' E a distance of 85.5 feet to a concrete monument designated as "F" on said Plan; thence proceeding S 12° 34' E a distance of 180.9 feet, more or less, to a concrete monument designated as "G" as shown on the aforementioned Plan; thence proceeding S 21° 05' E a distance of 117.3 feet, more or less, to an iron pin set in the ground and designated as "H" on said Plan; thence turning to the right and proceeding S 49° 47' W a distance of 66.2 feet, more or less, to an iron pin set in the ground designated as "I" on said Plan; thence turning to the left and proceeding S 46° 12' E a distance of 370.3 feet, more or less, to an iron pin set in the ground; thence proceeding S 39° 43' E a distance of 149.5 feet, more or less, to a point marked by an iron pin set in the ground; thence proceeding S 41° 45' E a distance of 512.8 feet, more or less, to an iron pin set in the ground; thence proceeding S 47° 44' E a distance of 823.9 feet, more or less, to an iron pin set in the ground; thence turning to the left and proceeding N 43° 45' E a distance of 660 feet, more or less, to an iron pin set in the ground in the southwesterly boundary of lands to be conveyed by within Grantor to John and Richela Fusco; thence turning to the left and proceeding N 44° 38' W a distance of 70 feet, more or less, to an iron pin set in the ground which iron pin marks the southwesterly corner of lands and premises to be conveyed by within Grantor to John and Richela Fusco; thence continuing N 44° 38' W a distance of 2,785.8 feet, more or less, to a concrete monument designated as "A" on said Plan which marks the point and place of beginning.

This parcel is conveyed subject to utility rights of way of record.

Reference is hereby 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 said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Eric Lande, and his heirs and assigns, to his own use and behoof forever; and I the said Grantor, Bruce Owen Robson, for myself and my heirs, executors and administrators, do covenant with the said



Grantee, Eric Lande, his heirs and assigns, that until the enrolling of these presents I am the sole owner 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, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 20 day of

April, 1998.

IN THE PRESENCE OF:

[Signature]

Bruce Owen Robson  
Bruce Owen Robson

STATE OF VERMONT  
COUNTY OF Lamoille, SS.

At Morrisville in said County and State, this 20 day of April, 1998, personally appeared Bruce Owen Robson and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, [Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Morrisville, VT. Town Clerk's Office April 30 A. D. 1998, at 9 o'clock 00 minutes AM.  
Received for record a Deed, of which the foregoing is a true copy.

A True Record. Attest, Mary Ann Wilson Clerk.

— ACKNOWLEDGMENT —

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 98-04-16  
Signed Mary Ann Wilson, Clerk  
Date April 30, 1998

RESOLUTION OF THE SOLE DIRECTOR  
OF 2837391 CANADA INC.  
 (the "Corporation")

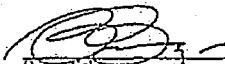
The undersigned, being the sole director of the Corporation, hereby adopts the following resolution:

WHEREAS the Corporation wishes to sell certain assets, consisting of land and buildings to Mr. Eric Lande;

WHEREAS it is in the best interest of the Corporation to proceed with such a sale.

RESOLVED:

1. That the Corporation be and is hereby authorized to enter into an agreement with Eric Lande under the terms of which the Corporation will sell the Farmstead Premises, the Dynamex Parcel and other assets defined in the purchase and sale agreement between the Corporation and Lande, dated April 13, 1997 (the "Agreement") for the consideration set forth in the Agreement, the whole in accordance with the terms and conditions of said Agreement;
2. That the Agreement be and is hereby approved;
3. That the Corporation be and is hereby authorized to enter into all other agreements, instruments and execute all other documents as may be necessary or useful to give effect to the Agreement;
4. That Barry Schwartz, being the sole director, President and duly authorized agent of the Corporation be and is hereby authorized to execute for and in the name of and on behalf of the Corporation, the Agreement, and in his discretion, to make amendments thereto and execute on behalf and in the name of the Corporation any deeds, documents or other writings necessary or useful to give effect to these resolutions and the agreements contemplated herein;
5. That the foregoing resolution is hereby consented to by the signature of the sole director of 2837391 Canada Inc., pursuant to sub-section 117(1) of the *Canada Business Corporation Act*, this 15th day of May, 1997.

  
 Barry Schwartz,  
 Sole director and President of 2837391 Canada Inc.

Morristown, Vermont, Town Clerk's Office May 19 1997 At 8 o'clock  
 45 minutes, A.M. Received the instrument of which the foregoing is a true  
 record. ATTEST: Mary Ann Wilson Town Clerk.

2837391 CANADA, INC. TO ERIC LANDE

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that 2837391 Canada, Inc., a Canadian corporation formed and existing under the laws of Canada and having its principal office in the City of Montreal in the Province of Quebec and the Dominion of Canada (Grantor), for good and valuable consideration paid to its full satisfaction by Eric Lande, a resident of Stowe, Vermont (Grantee), by these presents, does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Eric Lande, and his heirs and assigns forever, certain lands and premises situated in the Town of Morristown in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to the Grantor herein by Warranty Deed from Barry Schwartz dated July 24, 1992 and recorded in Book 98 at Pages 473-474 of the Morristown, Vermont Land Records, said lands and premises being described therein more particularly as follows:

"Being a house, barns and 300 acres, more or less, located off Town Road No. 61, the so-called Ross Hill Road, in the Town of Morristown and being more particularly described as follows:

PARCEL #1: Being all and the same land and premises conveyed to Charles Gregory and Rosemary Gregory by the Warranty Deed of Albert D. Ayers and Hazel M. Ayers dated November 19, 1962 and recorded in Book 58 at Page 285 of Morristown Land Records, being the so-called Cady Lot.

PARCEL #2: Being all and the same land and premises conveyed to Charles Gregory and Rosemary Gregory by the Warranty Deed of Henry L. Ross dated September 23, 1959, and recorded in Book 58 at Page 31 of the Morristown Land Records.

Charles Gregory is deceased. Raymond Mathieu is the husband of Rosemary Gregory Mathieu and joins in this deed to release any homestead interest he may have in the within conveyed premises.

Included with this conveyance are all buildings, structures, improvements, and betterments made and added to the property subsequent to the acquisition of the property by the Grantor herein [i.e. Barry Schwartz]."

Included in this conveyance by quitclaim only without covenants of warranty as a privilege and appurtenance of a portion of the herein conveyed land is a certain right of way that proceeds from Morristown Town Highway #61 known as Ross Hill Road in a generally northerly direction across premises now or formerly owned by Adrian W. DeWind to a portion of the herein conveyed lands and premises, said right of way having been reserved by Rosemary Gregory in the Warranty Deed from said Rosemary Gregory to Adrian W. DeWind dated November 20, 1973 and recorded in Book 66 at Page 448 of the Morristown Land Records. For further particulars of description of said right of way, reference may be had to the following provision in said Warranty Deed from Gregory to DeWind [references in the following description to "Grantor" mean and refer to Rosemary Gregory and her heirs and assigns and to "Grantee" mean and refer to Adrian W. DeWind and his heirs and assigns]:

"The Grantor herein reserves two rights of way along logging or farm roads, one running from the intersection of Town Road #50 and Town Road #61 southeasterly to the remaining property of the Grantor and the other right of way running from Town Road #61 northerly to the remaining property of the Grantor. Such rights of way shall be rights of way in common to be used by the Grantor and the Grantee herein and the heirs and assigns of both. The Grantee and his heirs and assigns shall have no obligation to maintain, repair or otherwise care for either of the rights of way, except at such time as the Grantee or his heirs or assigns shall use either or both of said rights of way. At that time, the Grantee or his heirs or assigns shall pay a proportionate share of maintaining and repairing that portion of the rights of way so used."

The herein conveyed lands are depicted on a survey map entitled "Plan of Land in Morristown, Vermont, Property of Barry Schwartz, prepared by Robert W. Frey, Registered Land Surveyor, dated July 1989, Job 308, Sheets 1 and 2 of 2, as recorded in Map Book 2 at Page 108AB of the Morristown Map Files. It is noted that the acreage as shown on said survey map is 291.8 acres, which shall serve as a more precise description in lieu of the aforesaid general description of 300 acres, more or less.

This conveyance is made subject to and with the benefit of any easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided however that this paragraph shall not reinstate any such interests 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. For further particulars of description of the herein conveyed land and premises, reference is hereby made to the aforesaid deeds and other documents and the descriptions and references contained therein.

TO HAVE AND TO HOLD said granted lands and premises, with all the privileges and appurtenances thereof, to the said Grantee, Eric Lande, and his heirs and assigns, to their own use and behoof forever;

And the said Grantor, 2837391 Canada, Inc., for itself and its successors and assigns, does hereby covenant with the said Grantee, Eric Lande, and his heirs 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 the said Grantor, 2837391 Canada, Inc., hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, 2837391 Canada, Inc. hereby executes this Warranty Deed at Morrisville, Vermont on this 16th day of May, 1997.

Witnessed:

2837391 Canada, Inc.

*[Signature]*

By: *[Signature]*  
Barry Schwartz, its duly authorized agent

STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At MORRISTOWN, in said County, on this 16th day of MAY, 1997, Barry Schwartz, duly authorized agent for 2837391 Canada, 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 2837391 Canada, Inc.

Before me *[Signature]*  
Notary Public  
My commission expires: 2/10/99

Morrisville, VT., Town Clerk's Office  
Received for record a Deed, of which the foregoing is a true copy.  
A True Record. Attest: *[Signature]* May 19, 1997, at 8 o'clock 45 minutes A.M.  
Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
Return No. 97-05-15  
Return Recd. Tax Paid (head of Health Care Recd.)  
Vt. Land Use & Development Plan Act Cert. Recd.  
Date May 19, 1997

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that 2837391 Canada, Inc., a Canadian corporation formed and existing under the laws of Canada and having its principal office in the City of Montreal in the Province of Quebec and the Dominion of Canada (Grantor), for good and valuable consideration paid to its full satisfaction by Eric Lande, a resident of Stowe, Vermont (Grantee), by these presents, does hereby GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Eric Lande, and his heirs and assigns forever, certain lands and premises situated in the Town of Morristown in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed to the Grantor herein by Warranty Deed from Barry Schwartz dated July 24, 1992 and recorded in Book 98 at Pages 475-476 of the Morristown, Vermont Land Records, said lands and premises being described therein more particularly as follows:

"Being a parcel of land containing 40 acres, more or less, situated on the southwest portion of lands formerly known as the G. Hershel Robson farm, said parcel being more particularly described as follows: Commencing at a point in a stone wall, said point being 45 feet easterly from the center line of Town Road No. 47 (said stone wall being 415 feet, more or less, southerly from the center line of Town Road No. 30), thence proceeding in an easterly direction to a concrete post set in the ground; thence, continuing in the same general easterly direction to another concrete post set in the ground; thence deflecting to the right and proceeding in a general south and southeasterly direction along a line marked by concrete posts and blazed trees set at regular intervals, to the northerly boundary of land owned by one Gregory; thence deflecting to the right and proceeding in a general westerly direction in and along a fallen barb wire fence to a point marked by a concrete post set in the ground; thence deflecting to the right and proceeding in a northerly direction in and along a barb wire fence for a distance of 3,400.00 feet to the point or place of beginning. All dimensions are more or less and are governed by monuments.

Said parcel of land is shown on a plan entitled 'Dynamex Property' dated June, 1969, filed in Map Drawer 2 of the Land Records of the Town of Morristown.

Being all and the same lands and premises conveyed to Dynamex Corporation by Warranty Deed of G. Hershel Robson dated June 28, 1969 and recorded in Volume 63, Page 49 of the Land Records of the Town of Morristown. Included in this conveyance is a right of way for ingress and egress along the 'Sugar Road', so-called, as shown on the aforesaid plan of property, said right of way extending from the southerly sideline of Town Road No. 30 to the southerly corner of the parcel herein conveyed. In addition, the Grantee herein, his successors and assigns, shall have the right to construct a road from the 'Sugar Road' across land now or formerly of G. Hershel Robson, to the northeasterly corner of the parcel herein conveyed.

Also included herewith are all water rights of Grantor [i.e., Barry Schwartz] as more particularly set forth in the aforesaid Warranty Deed of G. Hershel Robson to Dynamex Corporation dated June 28, 1969 and recorded in Volume 63, Page 49 of the Land Records of the Town of Morristown.

Reference is made to the following language which appears in the aforesaid Warranty Deed of G. Hershel Robson to Dynamex Corporation: 'The grantee herein shall have the right to remove such trees on the remaining property of the grantors herein, as might obscure the view from the east and north portions of the parcel herein conveyed. This right to the removal of trees shall be limited in nature, and agreeable to all parties hereto.'

This conveyance is made subject to and with the benefit of any easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided however that this paragraph shall not reinstate any such interests 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. For further particulars of description of the herein conveyed land and premises, reference is hereby made to the aforementioned deeds and other documents and the descriptions and references contained therein."

TO HAVE AND TO HOLD said granted land and premises, with all the privileges and appurtenances thereof, to the said Grantee, Eric Lande, and his heirs and assigns, to their own use and behoof forever;

And the said Grantor, 2837391 Canada, Inc., for itself and its successors and assigns, does hereby covenant with the said Grantee, Eric Lande, and his heirs and assigns, that until the encasing 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, the said Grantor, 2837391 Canada, Inc., hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, 2837391 Canada, Inc. hereby executes this Warranty Deed at Morrisville, Vermont on this 16th day of May, 1997.

Witnessed:

2837391 Canada, Inc.

[Signature]

By [Signature]  
Barry Schwartz, its duly authorized agent

STATE OF VERMONT  
COUNTY OF LAMOILLE, SS.

At Morrisville, in said County, on this 16th day of May, 1997, Barry Schwartz, duly authorized agent for 2837391 Canada, 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 2837391 Canada, Inc.

Before me [Signature]  
Notary Public  
My commission expires: 2/10/99

Morrisville, VT. Town Clerk's Office May 19 A. D. 1997, at 8 o'clock 45 minutes A.M.

Received for record a Deed, of which the foregoing is a true copy.

A True Record. Attest, [Signature] Clerk.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

— ACKNOWLEDGMENT —  
Return Rec'd., Tax Paid—Board of Health Cert. Rec'd.,  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 97-05-16  
Signed [Signature] Clerk  
Date May 19, 1997

MATHIEU, ROSEMARY GREGORY, ESTATE OF  
BY: LAMOILLE PROBATE COURT

TO CHARLES BRADFORD GREGORY  
TERRI LYNN GREGORY ECKARD  
CHARLES MATTHEW GREGORY

STATE OF VERMONT  
DISTRICT OF Lamoille, SS.

PROBATE COURT  
DOCKET NO. LP-29-87-T

IN RE THE ESTATE OF  
Rosemary Gregory Mathieu  
LATE OF Morrisville

#### DECREE OF DISTRIBUTION

On application and account of Terri Eckard, C. B. Gregory, & C. M. Gregory Executors of the above entitled estate, for a decree of distribution, due notice to interested persons having been given pursuant to the rules of probate procedure, and all taxes of the estate having been paid, the court decrees as follows:

Whereas it appears by the records and files of the court, that after the payment of the debts and funeral charges of the deceased, and the expenses of administration of the estate, the court decrees the following property to the following people (list all liens, mortgages and other encumbrances to which any property is subject):

#### PERSONAL ESTATE

Cash.....\$1.39  
Promissory Note.....50,000.00  
Secured by Mortgage Deed of Barry Schwartz  
to Rosemary Mathieu, dated December 14, 1985,  
and recorded in Book 85, Pgs. 614-616, of  
Morristown Land Records.

AND WHEREAS, the Testatrix did provide by her Last Will and Testament, duly proved and admitted for Probate,

NOW THEREFORE, it is hereby decreed by said Court in accordance with said Last Will and Testament as follows:

UNTO CHARLES BRADFORD GREGORY, TERRI LYNN GREGORY ECKARD, and CHARLES MATTHEW GREGORY, all of the above-described Personal Estate with a value of fifty thousand one dollars and thirty-nine cents (\$50,001.39), IN EQUAL SHARES, PER PARAGRAPH THIRD.

TO HAVE AND TO HOLD the same as aforesaid, to said beneficiaries  
and their

heirs, executors, administrators, and assigns forever.

And said Terri Eckard, C. B. Gregory, & C. M. Gregory are  
deliver said estate according to this decree.

4/29/97 CONTAINED TO BE A TRUE  
COPY OF THE ORIGINAL AS THE SAME  
APPEARS ON FILE IN THIS OFFICE

Signed [Signature] Judge  
Dated October 31, 1988  
Probate Court, District of Lamoille

R 5/8/97 [Signature]  
REGISTER, LAMOILLE PROBATE COURT

Morristown, Vermont, Town Clerk's Office, May 19, 1997, At 8 o'clock 45 minutes, A.M. Received the instrument of which the foregoing is a true record. [Signature] Town Clerk.



