

TOWN CLERK'S OFFICE  
 Received Sep 30, 2016 01:05P  
 Recorded in VOL: 162 PG: 83-  
 Of Hyde Park Land Records  
 ATTEST: Kimberly J. Moulton, Town

(PTR) Return No. 2016-086  
 32 V.S.A. Chap 231

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, Marvin J. Locke, Trustee of the Marvin J. Locke Revocable Trust, and Jacqueline Y. Locke, Trustee of the Jacqueline Y. Locke Revocable Trust, Grantors, of the Town of Hyde Park, County of Lamoille and State of Vermont, in consideration of One Dollar and other good and valuable consideration, paid to our full satisfaction by Clyde Kaiser and Jessica Kaiser, Grantees, of the Town of Hyde Park, County of Lamoille and State of Vermont, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto Grantees, Clyde Kaiser and Jessica Kaiser, husband and wife, as tenants by the entirety, and their heirs and assigns, forever, a certain piece of land located in the Town of North Hyde Park, County of Lamoille and State of Vermont, described as follows:

Being a part of the same land and premises conveyed to Jacqueline Y. Locke, Trustee of the Jacqueline Y. Locke Revocable Trust, by the Quitclaim Deed of Marvin J. Locke and Jacqueline Y. Locke dated May 17, 1994, and of record in Book 74 at Page 133 of the Hyde Park Land Records. Also being a part of the same land and premises conveyed to Marvin J. Locke, Trustee of the Marvin J. Locke Revocable Trust, by the Quitclaim Deed of Marvin J. Locke and Jacqueline Y. Locke dated May 17, 1994, and of record in Book 74 at Page 134 of the Hyde Park Land Records.

Being further described as a part of the same land and premises conveyed to Marvin J. Locke and Jacqueline Y. Locke by the Warranty Deed of Howard National Bank and Trust Company dated June 10, 1971, and of record in Book 39 at Page 104 of the Hyde Park Land Records.

Being more particularly described as a subdivided parcel of land, without buildings, containing 1.02 acres, more or less, described as Lot 6 on a survey map entitled "Boundary Adjustment - Marvin and Jacqueline Locke Property - Vermont Route 100, North Hyde Park, Vermont" by Allen J. Newton, Registered Land Surveyor, dated September 6, 2006, revised August 1, 2016, received for recording on August 24, 2016, and to be recorded at Map Slide 109 in the Hyde Park Land Records.

This conveyance is made subject to and is benefitted by the septic easement as more particularly depicted on the above-referenced survey. The septic easement is subject to the rights of others and its shared use is conveyed to the Grantees and the Grantees' heirs, successors and assigns for all purposes described in the wastewater permits referenced below. Also included in this conveyance is an easement for a wastewater disposal system and replacement area located on an adjacent parcel including an easement for pipelines from the within conveyed property to said wastewater system and replacement area, all as more particularly set forth on the WW-5-2949 and WW-5-2949-1 hereinafter mentioned. Further included in this conveyance is the right of the owner of Lot 6 to enter the said adjacent land for the purpose of repairing,





replacing, maintaining and such other reasonable purposes as may arise regarding the wastewater disposal system and pipelines.

The Grantors reserve unto themselves and their heirs, successors and assigns, the fifty foot right-of-way easement as more particularly described in the above-referenced survey to provide access to retained land of the Grantors and the Grantors' heirs, successors and assigns. The reservation of this right-of-way shall be for all purposes and shall run with the land, and the Grantees and the Grantees' heirs and assigns shall be subject to this reservation of easement and perpetual common use of the subject right of way.

This conveyance is subject to any and all stormwater regulations, permit conditions, fees and covenants that affect the land and premises being conveyed by this deed.

This conveyance is made subject to the terms and conditions of the following permits of record in the Hyde Park Land Records, which shall be binding upon the Grantees and the Grantees' heirs and assigns and shall run with the land:

1. State of Vermont Agency of Natural Resources Subdivision Permit EC-5-2242 dated July 29, 1992, and of record in Book 68 at Pages 308-310.
2. State of Vermont Agency of Natural Resources Subdivision Permit EC-5-2242-2 dated September 9, 1999, and of record in Book 90 at Pages 211-213.
3. State of Vermont Land Use Permit 5L0999-3 dated September 16, 1992, and of record in Book 69 at Pages 57-60.
4. State of Vermont Land Use Permit 5L0999-6 dated November 3, 1999, and of record in Book 90 at Pages 435-437.
5. State of Vermont Wastewater Permit WW-5-2949 dated January 6, 2005, and of record in Book 116 at Pages 497-501.
6. State of Vermont Wastewater Permit WW-5-2949-1 dated July 29, 2005, and of record in Book 119 at Pages 155-156.
7. State of Vermont Stormwater Permit 3981-9015 dated September 7, 2005, and of record in Book 119 at Pages 355-356.
8. State of Vermont Land Use Permit 5L0999-8 dated December 2, 2005, and of record in Book 120 at Pages 306-307.
9. State of Vermont Stormwater Permit 3981-9010, Project ID BR96-0126 dated September 9, 2015, and of record in Book 154 at Pages 249-252 of the Hyde Park Land Records.



The Grantees acknowledge having received a copy of the approved plot plan, engineer's site report and permits as listed above prior to acceptance of this deed.

The land and premises conveyed by this deed are subject to the Declaration of Protective Covenants, Conditions and Restrictions Applicable to the Marvin J. Locke and Jacqueline Y. Locke Commercial Subdivision Located on Route 100N, Hyde Park, Vermont, dated November 5, 2007, and of record in Book 128 at Pages 166-167 of the Hyde Park Land Records, which shall be binding upon the Grantees and the Grantees' heirs and assigns.

The land and premises conveyed by this deed are also subject to the Amendment to Declaration of Protective Covenants, Conditions and Restrictions Applicable to the Marvin J. Locke and Jacqueline Y. Locke Commercial Subdivision Located on Route 100N, Hyde Park, Vermont, dated July 15, 2013, and of record in Book 145 at Pages 4-6 of the Hyde Park Land Records, which shall be binding upon the Grantees and the Grantees' heirs and assigns.

The land and premises conveyed by this deed are also subject to the Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions Applicable to the Marvin J. Locke and Jacqueline Y. Locke Commercial Subdivision Located on Route 100N, Hyde Park, Vermont, dated July 15, 2013, and of record in Book 145 at Pages 7-9 of the Hyde Park Land Records, which shall be binding upon the Grantees and the Grantees' heirs and assigns.

Grantors shall be responsible for the real estate property taxes on Lot 6 for the 2016-2017 tax year.


Any portion of the land and premises and easement conveyed by this deed that lies within any highway right-of-way is quitclaimed only.

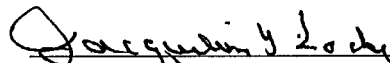
Reference is made to the above-noted deeds and their records and to all former deeds and their records for a more particular description of the land and premises being conveyed herein.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, Clyde Kaiser and Jessica Kaiser, husband and wife, as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and we, the said Grantors, Marvin J. Locke, Trustee of the Marvin J. Locke Revocable Trust, and Jacqueline Y. Locke, Trustee of the Jacqueline Y. Locke Revocable Trust, for ourselves and our heirs, executors and administrators, do covenant with the said Grantees, Clyde Kaiser and Jessica Kaiser, and their heirs and assigns, 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, except as aforesaid.



We hereunto set our hands and seals this 28<sup>th</sup> day of September, 2016.

 L.S.  
Marvin J. Locke, Trustee of the  
Marvin J. Locke Revocable Trust  
u/t/a dated March 17, 1994

 L.S.  
Jacqueline Y. Locke, Trustee of the  
Jacqueline Y. Locke Revocable Trust  
u/t/a dated March 17, 1994

STATE OF VERMONT  
LAMOILLE COUNTY, SS.

At Jeffersonville, this 28<sup>th</sup> day of September, 2016, Marvin J. Locke, Trustee of the Marvin J. Locke Revocable Trust, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

My commission expires: 02/10/19

  
Notary Public

STATE OF VERMONT  
LAMOILLE COUNTY, SS.

At Jeffersonville, this 28<sup>th</sup> day of September, 2016, Jacqueline Y. Locke, Trustee of the Jacqueline Y. Locke Revocable Trust, personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

My commission expires: 02/10/19

  
Notary Public

