HENEY, Sidsel

To GRENIER, David M. & Nora J.

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT SIDSEL HENEY (formerly Sidsel Ernstof), of Waterbury, Vermont, Grantor, in consideration of Ten and more Dollars paid to her full satisfaction by DAVID M. GRENIER and NORA J. GRENIER of Waterbury, Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, DAVID M. GRENIER and NORA J. GRENIER, husband and wife as tenants by the entirety, and their heirs and assigns forever, a certain piece of land in Waterbury, Vermont, described as follows, viz:

Being a part of all and the same land and premises decreed to Sidsel Ernstof by Decree of Distribution from the Milton Ernstof Estate dated July 16, 1981 and recorded in Book 91 Page 84 of the Waterbury Land Records; and being a part of all and the same land and premises conveyed to Milton Ernstof by warranty deed of K. Stewart Gibson and Marion W. Gibson dated August 30, 1968 and recorded in Book 64 Page 395 of said land records.

Said land and premises consist of an unimproved lot of land in Lot 58, 4th Division, commonly known as the "Morse Lot", containing approximately 52 acres located on Loomis Hill easterly of Town Highway 29, the Ring Road, so-called. The easterly boundary of said land and premises is on the Waterbury-Middlesex town lines. The Grantor excludes from this conveyance any warranty as to any access to said land and premises.

Said land and premises may be more particularly described as follows: beginning at a pipe on the Waterbury-Middlesex town lines, which pipe marks the common corner of land now or formerly of A. R. Field Associates and land now or formerly of Grenier; thence N 49°30' W 1000 feet, more or less, to a point; thence N 45° W 989 feet, more or less, to a pipe near the edge of a roadway; thence N 42° 33' E 386 feet, more or less, to a point near the edge of the travelled way of an old roadway; thence N 42° 20' E 312 feet, more or less, to a point; thence generally southeasterly 660 feet, more or less, to a point; thence generally northeasterly 660 feet, more or less, to a point; thence S 46° 45' E 1326 feet, more or less to a pipe on the Waterbury-Middlesex town lines; thence S 42° 15' W 1368 feet, more or less, along said Waterbury-Middlesex town line to the place of beginning.

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To

GRENIER, David M. & Nora J.

375

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT SIDSEL HENEY (formerly Sidsel Ernstof), of Waterbury, Vermont, Grantor, in consideration of Ten and more Dollars paid to her full satisfaction by DAVID M. GRENIER and NORA J. GRENIER of Waterbury, Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, DAVID M. GRENIER and NORA J. GRENIER, husband and wife as tenants by the entirety, and their heirs and assigns forever, a certain piece of land in Waterbury, Vermont, described as follows, viz:

Being a part of all and the same land and premises decreed to Sidsel Ernstof by Decree of Distribution from the Milton Ernstof Estate dated July 16, 1981 and recorded in Book 91 Page 84 of the Waterbury Land Records; and being a part of all and the same land and premises conveyed to Milton Ernstof by warranty deed of Alton G. Wheeler dated April 18, 1966 and recorded in Book 63 Page 389 of said land records.

Said land and premises consist of an unimproved lot of land in Lot 64, 4th Division, commonly known as half of the "Dutton Pitch", containing approximately 24 acres located on Loomis Hill easterly of Town Highway 29, the Ring Road, so-called. The easterly boundary of said land and premises is on the Waterbury-Middlesex town lines. Said land and premises are bounded by lands now or formerly owned as follows: on the east by College of the Holy Cross, on the south by Villeneuve, on the west by Breen and on the north by Grenier. Said land and premises are landlocked without access to a public highway and the Grantor excludes from this conveyance any warranty as to any such access.

Said land and premises are subject to such rights as are of record.

Reference is hereby made to said deeds and their records, to all references therein and to the Waterbury Land Records in aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, DAVID M. GRENIER and NORA J. GRENIER, husband and wife as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and I, the said Grantor, for myself and my heirs, executors and administrators, do covenant with the said Grantees and their heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises and

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I, KENNETH STEWART GIBSON, of Waterbury, Vermont, TRUSTEE of the KENNETH STEWART GIBSON REVOCABLE TRUST under Trust Agreement dated January 26, 2009, Grantor, in consideration of Ten and more Dollars paid to his full satisfaction by DAVID M. GRENIER and NORA J. GRENIER, of Waterbury Center, Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, DAVID M. GRENIER and NORA J. GRENIER, husband and wife as tenants by the entirety, and their heirs and assigns forever, certain land and premises in Waterbury, Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Kenneth Stewart Gibson, Trustee of the Kenneth Stewart Gibson Revocable Trust, a trust created by Trust Agreement dated January 26, 2009, by Deed Into Trust dated March 12, 2009 and recorded in Book 269 Page 22 of the Waterbury Land Records; said land and premises being more particularly described therein as follows:

"Being a portion of the land and premises conveyed to K. Stewart Gibson and Marion W. Gibson, as husband and wife, by Warranty Deed of Carl A. Urie and Gertrude M. Urie dated October 5, 1967, and recorded in Volume 64, Pages 392-394 of the Town of Waterbury land records.

"Being a certain parcel of land reserved to K. Stewart Gibson and Marion W. Gibson in the Warranty Deed to Milton Ernstof dated October 5, 1967, and recorded in Volume 64, Pages 395-397 of the Town of Waterbury land records, consisting of approximately 10 acres, more or less.

"Marion W. Gibson conveyed her right, title and interest in and to said land and premises to K. Stewart Gibson by Quit Claim Deed dated February 9, 1977, and recorded in Volume 80, Pages 224-225 of the Town of Waterbury land records.

Said land and premises may be lease land, as referenced in the above-referenced warranty Deed."

The land and premises conveyed hereby include the benefit of and are subject to such rights, conditions, covenants, rights of way and easements which are of record and which are valid and enforceable 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.

Grantor warrants that pursuant to the terms of the above-referenced Trust Agreement, which trust is in full force and effect, full power and authority is granted to the Trustee to sell, exchange or convey the above described land and premises. To that end, the Trustee is empowered to execute deeds, transfer tax returns and all other documents necessary to transfer said land and premises. Further, Grantor warrants that the execution and delivery of this deed is in accordance with the terms of the Trust Agreement and is binding upon the Trustee and all beneficiaries thereunder.

Reference is hereby made to said deeds and their records, to all references therein and to the Waterbury Land Records in aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, DAVID M. GRENIER and NORA J. GRENIER, husband and wife as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and KENNETH STEWART GIBSON, TRUSTEE of the KENNETH STEWART GIBSON REVOCABLE TRUST under Trust Agreement dated January 26, 2009, the said Grantor, for myself and my heirs, executors and administrators, do covenant with the said Grantees and their heirs and assigns, that until the ensealing 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 I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand this 22 day of _

In presence of

Witness

STATE OF VERMONT COUNTY OF WASHINGTON, SS.

At Waterbury, Vermont, in said County, on this 22 day of 2009, personally appeared Kenneth Stewart Gibson, Trustee of the Kenneth Stewart Gibson Revocable Trust under Trust Agreement dated January 26, 2009 and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of said trust by him dult authorized.

Before me

Notary Public

My commission expires: 2/10/11

WATERBURY TOWN CLERK'S OFFICE

RECEIVED FOR RECORD _, A.D 20<u>____9</u>

11 0'CLOCK 00 MINUTES_A_M AND RECORDED IN BOOK 272 PAGE 447

RECORDS OF Declaration &
ATTEST CARLA TOWN CLERK

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

Return Rec'd.—Tax Pald.—Board of Health Cert. Rec'd. Vt. Land Use & Development Plans Act Cert. Rec'd. Return No.

Return No.

Signed fold farten a Clerk
Date Auly 23, 7009