

Miller, L. Samuel and Mary P. to Sweeney, Daniel and McCourt, Stacey

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CORRECTIVE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, we, L. SAMUEL MILLER and MARY P. MILLER, of Waterbury, Vermont, Grantors, in consideration of Ten and more Dollars paid to our full satisfaction by DANIEL SWEENEY and STACEY MCCOURT, of Newington, Connecticut, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees DANIEL SWEENEY and STACEY MCCOURT, as joint tenants with the right of survivorship, and their heirs and assigns forever, a certain piece of land in Waterbury, Vermont, described as follows, viz:

It being all and the same land and premises conveyed to L. Samuel Miller and Mary P. Miller by warranty deed of Daniel Sweeney and Stacey McCourt of even or approximately even date herewith and about to be recorded in the Waterbury Land Records; and it being part of all and the same land and premises conveyed to L. Samuel Miller and Mary P. Miller by warranty deed of Lynwood R. Sweet and Alice M. Sweet dated November 14, 1963 and recorded in Book 62 Page 146 of the Waterbury Land Records.

Said land and premises are identified as Lot 4 on a survey map entitled "L. Samuel Miller and Mary P. Miller Subdivision", dated March 1988, as revised August 1988, filed in Map Book 3 Page 74 of the Waterbury Land Records, and may be more particularly described as follows:

Beginning at an iron pin on the westerly edge of a 50 foot wide right of way which bears N 0° 25' 42" E 197.78 feet along said right of way from an iron pin which bears N 23° 27' 33" W 127.16 feet from an iron pin which bears N 23° 27' 33" W 26.42 feet from an iron pin which bears N 23° 27' 33" W 190.67 feet from an iron pin marking the northerly boundary line of the land of William and Marilyn Rollins which bears N 51° 03' 49" W 41.00 feet along said land from an angle iron which bears N 51° 03' 49" W 25 feet, more or less, from a point in the centerline of the traveled way of Town Highway #6, Ripley Road, so-called; which bears northerly 0.55 miles, more or less, from its intersection with the centerline of the traveled way of Town Highway #29, Ring Road, so-called; thence S 86° 44' 01" E 25.03 feet to a point in the centerline of said 50 foot wide right of way; thence N 6° 05' 20" E 258.97 feet along said centerline to a point; thence N 56° 18' 57" W 159.00 feet to a point; thence S 67° 45' 22" W 30.18 feet to an iron pin; thence S 67° 45' 22" W 200.81 feet to an iron pin; thence N 74° 30' 54" W 326.51 feet to an iron pin; thence S 23° 40' 43" W 515.63 feet to an iron pin on a fence line marking the boundary of land of Benson; thence S 47° 18' 58" E 192.19 feet along said boundary to an iron pin marking the boundary of said land of Rollins; thence N 35° 35' 47" E 20.00 feet along the boundary of said land of Rollins to an iron pin; thence N 15° 21' 24" E 429.83 feet to an iron pin; thence S 62° 00' 11" E 305.28 feet to an iron pin; thence S 84° 04' 58" E 92.00 feet to a point; thence S 84° 04' 58" E 26.41 feet to a point; thence S 84° 04' 58" E 102.16 feet to a point; thence S 84° 04' 58" E 60.00 feet to the point of beginning, containing 5.06 acres.

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Also conveyed hereby to the Grantees and their heirs, assigns and successors in title, is an open 50 foot wide right of way and easement for access and utility purposes; the same to be located, exercised and used over and along a 50 foot strip of land which extends from Town Highway #6, to the land and premises conveyed hereby. The centerline of said strip of land is more particularly described as follows: beginning at a point in the centerline of said right of way and easement which bears S 86° 44' 01" E 25.03 feet from the iron pin marking the point of beginning of Lot 4; thence S 0° 25' 42" W 191.25 feet to a point; thence S 23° 27' 33" E 332.82 feet to a point; thence S 51° 03' 49" E 50.5 feet, more or less, to a point in the centerline of the traveled way of Town Highway #6.

Also conveyed hereby to the Grantees and their heirs, assigns and successors in title, is an open 25 foot wide right of way and easement for access to Lot 4 and utility purposes; the same to be located, exercised and used over and along a 25 foot strip of land extending from the northerly bound of said 50 foot right of way and easement and continuing along the easterly boundary line of the land and premises conveyed hereby. Said strip of land is described as follows: beginning at a point in the centerline of said 50 foot wide right of way which bears S 86° 44' 01" E 25.03 feet from the iron pin marking the point of beginning of Lot 4; thence N 6° 05' 20" E 258.97 feet to a point; thence N 64° 53' 12" E 29.23 feet to an iron pin; thence S 6° 05' 20" W 272.87 feet to a nail in a boulder; thence N 86° 44' 01" W 25.03 feet to the point of beginning.

The Grantors reserve for themselves and their heirs, assigns and successors in title, an open 25 foot wide right of way and easement for access to other lands of the Grantors and utility purposes; the same to be located, exercised and used over and along a 25 foot strip of land extending from the northerly bound of said 50 foot right of way and continuing along the easterly and northeasterly boundary line of land and premises conveyed hereby. Said strip of land is described as follows: beginning at a point in the centerline of said 50 foot wide right of way which bears S 86° 44' 01" E 25.03 feet from an iron pin marking the point of beginning of Lot 4; thence N 6° 05' 20" E 258.97 feet to a point; thence N 56° 18' 57" W 159.00 feet to a point; thence S 67° 45' 22" W 30.18 feet to an iron pin; thence S 56° 18' 57" E 160.77 feet to an iron pin; thence S 6° 05' 20" W 245.06 feet to an iron pin; thence S 86° 44' 01" E 25.03 feet to the point of beginning.

Said rights of way for access shall be for all common methods, means and types of transportation and locomotion from time to time and said utility easements shall be for laying, re-laying, constructing, maintaining, repairing and inspecting telephone, electric and similar communication lines and circuits with appurtenant works, fixtures and equipment.

Said rights of way and easements shall be for use in common by the Grantors, Grantees and their respective heirs, assigns and successors in title, and by others to whom the Grantors and their successors in title may have heretofore conveyed or may hereafter convey similar

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rights; the Grantors reserving for themselves and their successors in title the right to create and convey further, additional and different tenancies, uses and rights of way under, on and over the location thereof, so long as the same do not unreasonably interfere with the rights of way and easements conveyed hereby.

Also reserved from this conveyance to the Grantees and their heirs, assigns and successors in title, is a right of way and easement over a 25 foot wide strip of land westerly of the aforesaid 25 foot reserved right of way described as follows: beginning at a point on the westerly edge of said 25 foot wide reserved right of way which bears N 6° 05' 20" E 155.06 feet from the iron pin marking the point of beginning of Lot 4; thence N 6° 05' 20" E 90.00 feet to an iron pin; thence N 83° 54' 40" W 25.00 feet to a point; thence S 6° 05' 20" W 90 feet to a point; thence S 83° 54' 40" E 25.00 feet to the point of beginning. Said strip is reserved for construction, maintenance and repair of a roadway turnaround to be located thereon. Said reserved strip of land shall be for use in common by the Grantors and the Grantees and their successors in title, the Grantors reserving for themselves and their successors in title, the right to create and convey further and additional tenancies, on and over the location thereof.

As part consideration herefor, the Grantors and Grantees, for themselves and their successors in title, covenant and agree to pay their just proportion of the cost of maintenance and repairs to said rights of way for access and the roadway turnaround with respect to that portion of said rights of way which extend from Town Highway #6 to said roadway turnaround as the same is shown on the aforesaid survey map; such proportion being based upon the number of lots of land entitled to use and actually using said rights of way as a means of access to their respective lots. Maintenance shall include the cost of routine upkeep, repair, right of way improvement and snowplowing.

Also reserved from this conveyance to the Grantees and their heirs, assigns and successors in title, is an open 50 foot wide strip of land westerly of said 25 foot wide reserved right of way described as follows: beginning at an iron pin marking the point of beginning of Lot 4; thence N 84° 04' 58" W 60.00 feet to a point; thence N 5° 05' 02" E 50 feet to a point; thence S 84° 04' 58" E 60.15 feet to a point in the westerly edge of said 50 foot wide right of way; thence S 6° 05' 20" W 50.00 feet along said westerly edge to the point of beginning. Said reserved strip of land shall be for use in common by the Grantees and their respective heirs, assigns and successors in title for ingress and egress to Lots 3 and 4 as shown on said survey map and for utility line purposes. The cost of maintenance and repairs to said driveway shall be borne equally by the owners of Lots 3 and 4 provided that said driveway is actually used by the owners of Lots 3 and 4. Maintenance shall include the cost of routine upkeep, repair, improvement and snowplowing.

Also reserved from this conveyance to the Grantees and their heirs, assigns and successors in title, is an easement for a sewage disposal system for Lot 3 on and over the following described land: beginning at a point which bears N 84° 04' 58" W 162.16 feet from an iron pin

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marking the point of beginning of Lot 4; thence N 84° 04' 58" W 26.41 feet to a point; thence N 12° 54' 48" W 70.82 feet to a point; thence N 88° 28' 57" W 151.05 feet to a point; thence N 76° 00' 00" W 60.00 feet to a point; thence N 14° 00' 00" E 80.00 feet to a point; thence S 76° 00' 00" E 60.00 feet to a point; thence S 14° 00' 00" W 54.39 feet to a point; thence S 88° 28' 57" E 164.90 feet to a point; thence S 12° 54' 48" E 98.73 feet to the point of beginning. Said easement is for the installation, maintenance and repair of a proposed septic system as approved by the Vermont Agency of Natural Resources, Division of Protection under Permit EC-5-1306-1 (Revised) dated August 20, 1987.

Said land and premises are hereby conveyed subject to the provisions of Subdivision Permit EC-5-1306 dated March 24, 1986 and recorded in Book 101 Page 12 of the Waterbury Land Records; to Subdivision Permit EC-5-1306-1 dated March 23, 1987 recorded in Book 105 Page 108 of said Land Records; and to Subdivision Permit EC-5-1306-1 (Revised) dated August 20, 1987 and recorded in Book 107 Page 187 of said Land Records.

Said land and premises are conveyed subject to the following restrictive covenants which shall affect and run with and bind said land and premises. The term Grantors as used in connection with said covenants shall mean the within Grantors, their heirs, designated successors and designated assigns.

1. Subdivision Prohibited. The property may not be further subdivided so as to create an additional building lot.
2. Residential Use. The property shall be used for residential purposes only and not for any mercantile, commercial or industrial purposes. This restriction shall not prevent the rental by the owner of his lot and residence for residential or seasonal vacation use.
3. Structures Permitted. The only structures permitted upon the property shall be one single-family residential dwelling; one garage of not more than a three-car capacity; one barn, stable or other compatible outbuilding; one small storage shed for gardening equipment and the like; one tennis court; and one below ground swimming pool. No apartment for rent shall be permitted in any building.
4. Prohibited Structures. No mobile homes shall be placed on the property at any time. No uninhabited house trailers, motor homes, or campers shall be allowed on the property at any time unless stored in a garage or barn.
5. Approval of Construction and Site Plans by Grantors. All plans for the construction or exterior remodeling of any structures upon the property, including all architectural, site and landscaping plans, must be submitted to and approved in writing by the Grantors prior to the commencement of any construction. The Grantors shall have the right to approve all aspects of the construction, including but not limited to the proposed site for the structures, their exterior form, materials, color and the finish grade elevation. Such approval shall not be unreasonably withheld.

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6. Fencing. Fencing on the perimeter of or within said property shall not be erected without the prior written approval of the Grantors.
7. Maintenance of Grounds. Grounds shall be maintained so as not to detract from the rustic, harmonious, rural nature of the property, and in a manner in keeping with residential homesites. No junk vehicles shall be permitted to remain on the property, nor shall any rubbish or debris be allowed to accumulate outside of the structures. The meadow area shall be mowed at least once a year. No trees shall be cut within 25 feet of any property line without the prior written consent of the abutting property owner.
8. Exterior Lighting. No outdoor, all-night floodlighting shall be permitted.
9. Noise Polluting Devices. No activity, condition, or other matter shall be allowed to occur or exist on the property that generates loud noises, disturbs the peace, quiet and serenity of occupants of neighboring property, or otherwise creates a nuisance not in keeping with the residential character of the neighborhood. With specific regard to noise pollution, the operation of noise producing devices including trail bikes, all terrain vehicles, go-carts, or machines for traveling across snow is not permitted on the property. This provision does not exclude the use of garden tractors, garden tillers, power lawn mowers, snow removal equipment, chain saws, and other devices that are commonly utilized in the maintenance of such property.
10. Driveway. There shall be only one (1) driveway providing both ingress and egress to the property from the common right of way. Said land and premises hereby conveyed are subject to such rights of way and easements as are of record.
- Reference is hereby made to said deeds, survey map and permits, their records, to all references therein and to the Waterbury Land Records in further aid of this description.
- This deed is the second of two deeds of even date herewith between the Grantors and the Grantees for the purpose of (1) correcting the boundary description of the most southerly portion of said land and premises, (2) further defining the rights and obligations of the parties related to the turnaround, driveway and fifty (50) foot wide right of way, and (3) adding a restrictive covenant concerning a driveway.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, DANIEL SWEENEY and STACEY McCOURT, and their heirs and assigns, to their own use and behoof forever; and we, the said Grantors, for ourselves and our heirs, executors and administrators, do covenant with the said Grantees and their heirs and assigns, that until the sealing 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 except for a mortgage deed from the