

File Number: DS7151-19000080

After Recording, Send To:

After Recording Return to:

Title 365

345 Rouser Road Bldg 5 Ste 101

Coraopolis, PA 15108

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
29036

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that Bank of America, N.A., whose mailing address is 7105 Corporate Dr., Plano, TX 75024, hereinafter grantor, for ten and more dollars in consideration paid in hand to its full satisfaction by **Jeremy Tenney Harris**, Grantee, by these presents does freely, GIVE, GRANT, SELL, CONVEY AND CONFIRM, unto said Grantee, **Jeremy Tenney Harris**, individually, his heirs and assigns, the following real property:

The land hereinafter referred to is situated in the City of Stowe, County of Lamoille, State of VT, and is described as follows: Being all and same lands and premises together with dwelling house and other improvements situated thereon, conveyed to 144984 Canada, Inc. by Warranty Deed of Marilyn Weiss dated December 27, 1985 and recorded in Stowe Land Records Book 122 Pages 147-148 and being further described as follows: Being all and the same lands and premises as was deeded to Marilyn Weiss by Warranty Deed of Leo Weiss dated June 25, 1982 and recorded in Book 103 Page 535 of the Stowe Land Records. Being Lot # E-4 in the Sugar House Hill Development, which Lot is set forth on a map plan filed in Stowe Map Files 6-M, on which a residence has been constructed since the date of that deed.

Also being the same property conveyed to the grantor herein by Order Confirming Sale filed on March 19, 2019 in Instrument #000873, Official Records Book 1043 Page 27.

Property Address is: 399 Sugar House Road, Stowe, VT 05672

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws; ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Jeremy Tenney Harris**, individually, his heirs and assigns, to his own use and behoof forever; and the said grantor herein, **Bank of America, N.A.**, for itself and its successors and assigns, does hereby covenant with the said Grantees, and their heirs and assigns that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatsoever during the period of time the said Grantor has owned the within conveyed lands and premises; and that the said Grantor will, and its successors and assigns shall **WARRANT AND DEFEND** said premises against all persons claiming the same by or under the said Grantor, but against no other person or entity.

Grantor covenants to and agrees with Grantee, that Grantor will warrant and defend the property conveyed unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, from, or under the Grantor and no others whatsoever.

Executed by the undersigned on May 14, 2019:

Title365 Company as Attorney-in-Fact for
Bank of America, National Association

Signature: [Signature]

5-14-19

* P&A recorded on 10/30/17
Book 0995, Page 118
Instrument #3077

Full Legal Name: Kristina Bohrn

Title: Deed Manager

Employer: Title365 Company

STATE OF Florida

COUNTY OF Orange

SWORN TO and subscribed to me this 14 day of May, 2019, by
Kristina Bohrn, as an Deed Manager of Title365
Company as Attorney-in-Fact for Bank of America, N.A. He/She () is personally known to me or
() produced Drivers License as identification.

[Signature] 5-14-19
Notary Public Jennifer Torres

My commission Expires: Exp: 11/14/21

This instrument prepared by Jay A. Rosenberg, Rosenberg LPA, 3805 Edwards Road, Suite
550, Cincinnati, Ohio 45209 and reviewed by Don Hayes, Hayes Law P.C., 50 South Street,
South Royalton, Vermont 05068



Stowe, VT. Record Received

6-26-2019 at 11:50A M

Lisa A. Walker, Town Clerk

Transfer Received 6-26-2019
Lisa A. Walker, Town Clerk, Stowe, VT

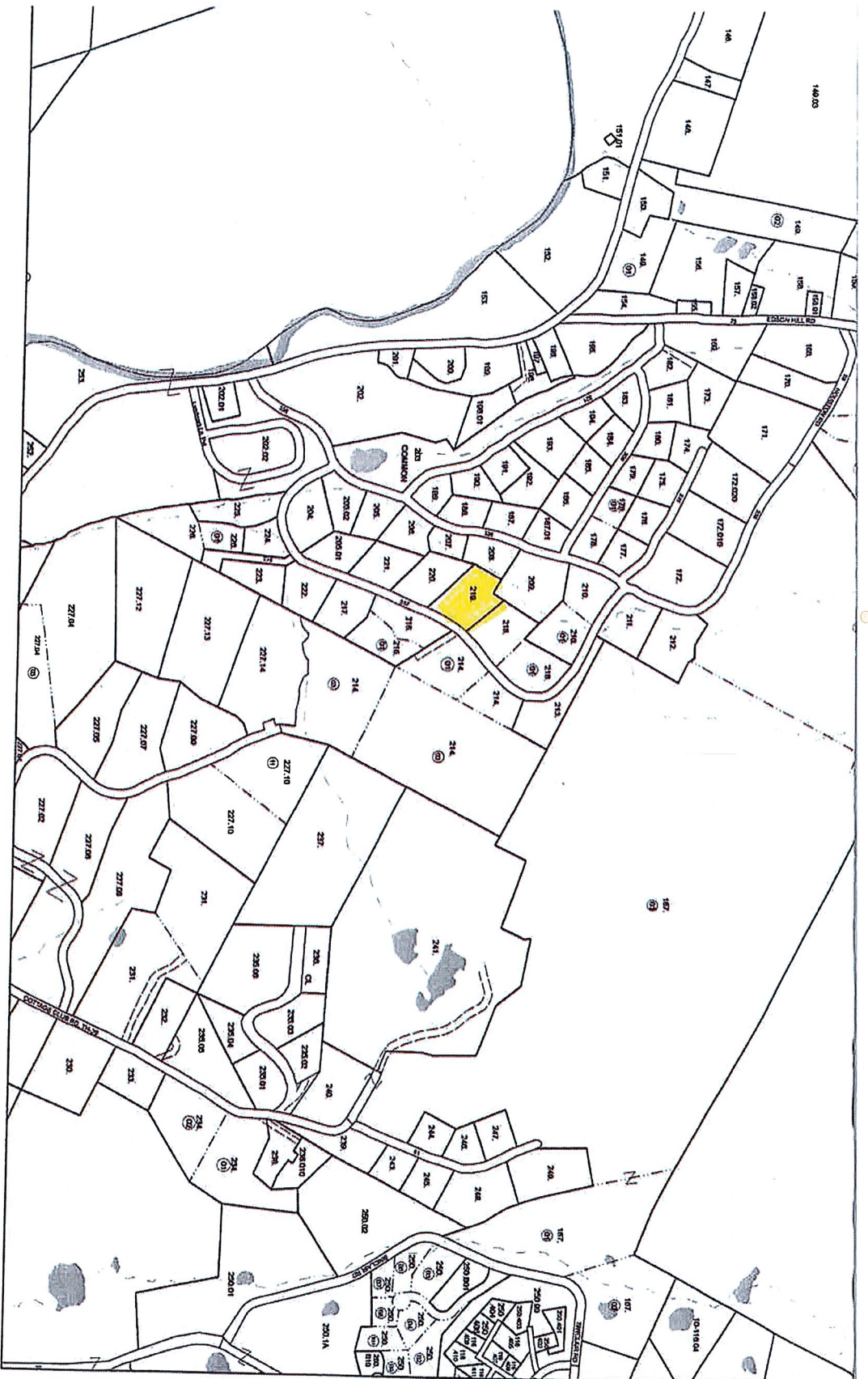
Page 3 of 3



Parcel ID 29-036.000 Tax Map # 11-219.000
399 Sugar House Rd

1 inch = 400 ft.

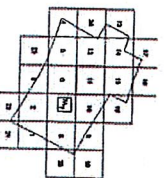




Subparcel 14.01 Parcel Number
 Right-of-Way
 Parcel Hook
 Stream
 Pond or River

1 Lot Number

TOWN OF
STOWE
 VERMONT



LOCAL MAP NO.
11
 PETERSON BROOK
 VERMONT SHEET 132228

PROTECTIVE COVENANTS

SUGAR HOUSE HILL

STOWE, VERMONT

The following covenants, agreements and restrictions are hereby made applicable to the Lots in the real estate development known as SUGAR HOUSE HILL in the Town of Stowe, County of Lamoille and State of Vermont and now owned by LAND ASSOCIATES, INC. and as shown upon a Plan entitled "Plot Plan of Lots and Areas of Sugar House Hill, Mountain Road and Edson Hill Road, Stowe, Vermont" and recorded in Map File No. 6-M of the Land Records of the Town of Stowe and included in the areas shown on said Plan and identified with numbers prefixed by the letters A, B, C, D, E, F, and G:

1. LAND ASSOCIATES, INC. hereby grants to the owner, or owners, of each of the above described lots as appurtenant thereto a right-of-way in common with others over the roads and foot paths as shown upon said Plan unless and until said roads are accepted as public roads. However, excepted and excluded herefrom are the following described rights of way shown upon the above described plan and located as follows:

- a. Right of way located between Lots D1, C2, C3, C4 and C5.
- b. Right of way located between Lots C1 and C11.
- c. Right of way located between Lots F3, F4 and F5.
- d. Right of way located between Lots F7, F8, G1, G2 and G3.

2. No building, or part thereof, shall be erected on any of the said lots in said development the outside walls of which shall be less than twenty-five (25) feet from any street or within twenty-five (25) feet of the side or rear lot lines of the premises, nor shall any cesspool, septic tank, leaching basin or sewage disposal field be constructed within fifty (50) feet of the edge of any brooks, streams or ponds.

3. No more than one (1) single family dwelling house and one (1) garage of not more than a three-car capacity shall be placed, erected or maintained on the premises.

4. The control of all brooks, streams or ponds is reserved to LAND ASSOCIATES, INC., or its successors or assigns, and the owner or owners of the said lots shall not interfere with said water rights without the prior written consent of LAND ASSOCIATES, INC., or its successors or assigns.

5. No structure, wall, cesspool, septic tank, leaching basin, sewage disposal field, sign, fence, hedge or planting shall be placed, erected, maintained, remodeled as to the exterior thereof, or added to or planted on any of said lots until the architectural, site and landscape plans and specifications have been approved in writing by LAND ASSOCIATES, INC., or its successors or assigns, or such other person as LAND ASSOCIATES, INC. may from time to time appoint for this purpose, and until approval of any governmental agency having authority has been obtained.

6. None of said lots shall be subdivided for sale purposes or otherwise, except the area designated as D1 as shown on said Plan.

7. The zoning laws of the Town of Stowe, Vermont, from time to time in effect shall be applicable to the said lots,

8. No trailers shall be built or placed or permitted to remain for any period of time upon said lots.

9. No animals or fowls, except domestic pets, shall be kept on any of said lots and no nuisance shall be permitted thereon.

10. No dwelling constructed on any of said lots shall be occupied unless and until it is completed and no temporary building shall be occupied for dwelling purposes upon said lots during the construction thereof.

11. Said lots shall be used for residential purposes only and no part of said lots shall be used for mechanical, manufacturing or mercantile business and no business, trade or calling shall be conducted on the said lots for profit.

12. No live trees exceeding four (4) inches in diameter at a height of four (4) feet above ground level shall be felled, removed, girdled, blazed, planted or pruned except as is necessary for the construction of buildings, installation of driveways, cut and fill operations or site and landscape development, and no tree shall be so treated without the written approval of LAND ASSOCIATES, INC., or its successors and assigns.

13. All service lines for utilities, including telephone, lights and power, shall be placed underground from the nearest pole in the street or way, as shown on said Plan, to the structures erected on said lots. Anything herein to the contrary notwithstanding, LAND ASSOCIATES, INC., its successors and assigns, shall not be liable for the laying of said utility lines from the nearest pole in the street or way to the structures erected on said lots, nor for the repairing, constructing or maintaining of such lines. LAND ASSOCIATES, INC. reserves for itself and its successors and assigns such rights-of-way over said lots

Cont'd on Page 110.

SEE
PAGE
338

FOR AMENDED & RESTATED DECLARATION, SEE BOOK 718, PAGE 148 (06-18-2008)

Cont'd
from
Page
109.

as shall be necessary for the purposes of laying any utility /and service pipes and lines under or over such lots and for the purposes of repairing, constructing and maintaining utility such lines. CBW

14. The owners and their heirs, executors, administrators and assigns of each of the above described lots will not lease said lots, or any portion thereof, or any structure or any portion of structure thereon, without the prior written consent of LAND ASSOCIATES, INC., or its successors or assigns. CBW

15. The owners and their heirs, executors, administrators and assigns will not sell or otherwise dispose of any of the said lots, except in accordance with the procedures provided for in the By-laws of the association referred to in Paragraph 16 hereof. When the By-laws of the Association have been complied with to the satisfaction of the Association, said Association will so certify as evidence that this covenant has been complied with.

16. The purchaser of each of said lots shall accept membership and shall require any purchaser of such lot from him to accept membership in an association, in proper entity form, to be organized for the purpose among others of maintaining areas used in common by all the owners of the said lots, and the purchaser of each of said lots shall be subject to and abide by all of the laws, rules and regulations of said association.

17. LAND ASSOCIATES, INC., reserves the right to itself and its successors and assigns to modify, amend or waive any or all of the above described covenants, agreements and restrictions for any reason which LAND ASSOCIATES, INC., or its successors or assigns, may in its sole discretion deem to be in the best interests of the owners of all of the said lots as shown upon the above described plan. Any such modification, amendment or waiver may be retroactive to the date hereof. The right to modify, amend or waive may be exercised by LAND ASSOCIATES, INC. or its successors or assigns, as to all or any of the above described lots and any such modification, amendment or waiver shall not be construed to apply to any lots other than those specified by LAND ASSOCIATES, INC., its successors or assigns. By the acceptance of a deed to premises in Sugar House Hill Development, the grantees thereby appoint LAND ASSOCIATES, INC., as their agents, to exercise their best judgment in connection with the exercise of the right herein reserved.

18. The burden of the covenants, agreements and restrictions above set forth shall run with the land affected thereby and shall be construed as covenants real.

Dated at Stowe, Vermont this 25 day of April 1965.

In the Presence of

John M. Dinse

Judith P. Rooney

LAND ASSOCIATES, INC.

By Charles E Welles
Duly Authorized Agent

(SEAL) (CORPORATE)

STATE OF VERMONT
LAMOILLE COUNTY, ss }

At Stowe, this 25th day of April 1965 personally appeared Charles Welles, duly authorized agent of LAND ASSOCIATES, INC. and he acknowledged the foregoing instrument subscribed and sealed by him to be his free act and deed and the free act and deed of said corporation.

Before me John M. Dinse

NOTARY PUBLIC

Stowe, Vermont Town Clerk's Office April 26th A.D. 1965 at 1 o'clock 40 minutes P.M.

Received the instrument of which the foregoing is a true record.

Attest: William W. Johnson Town Clerk

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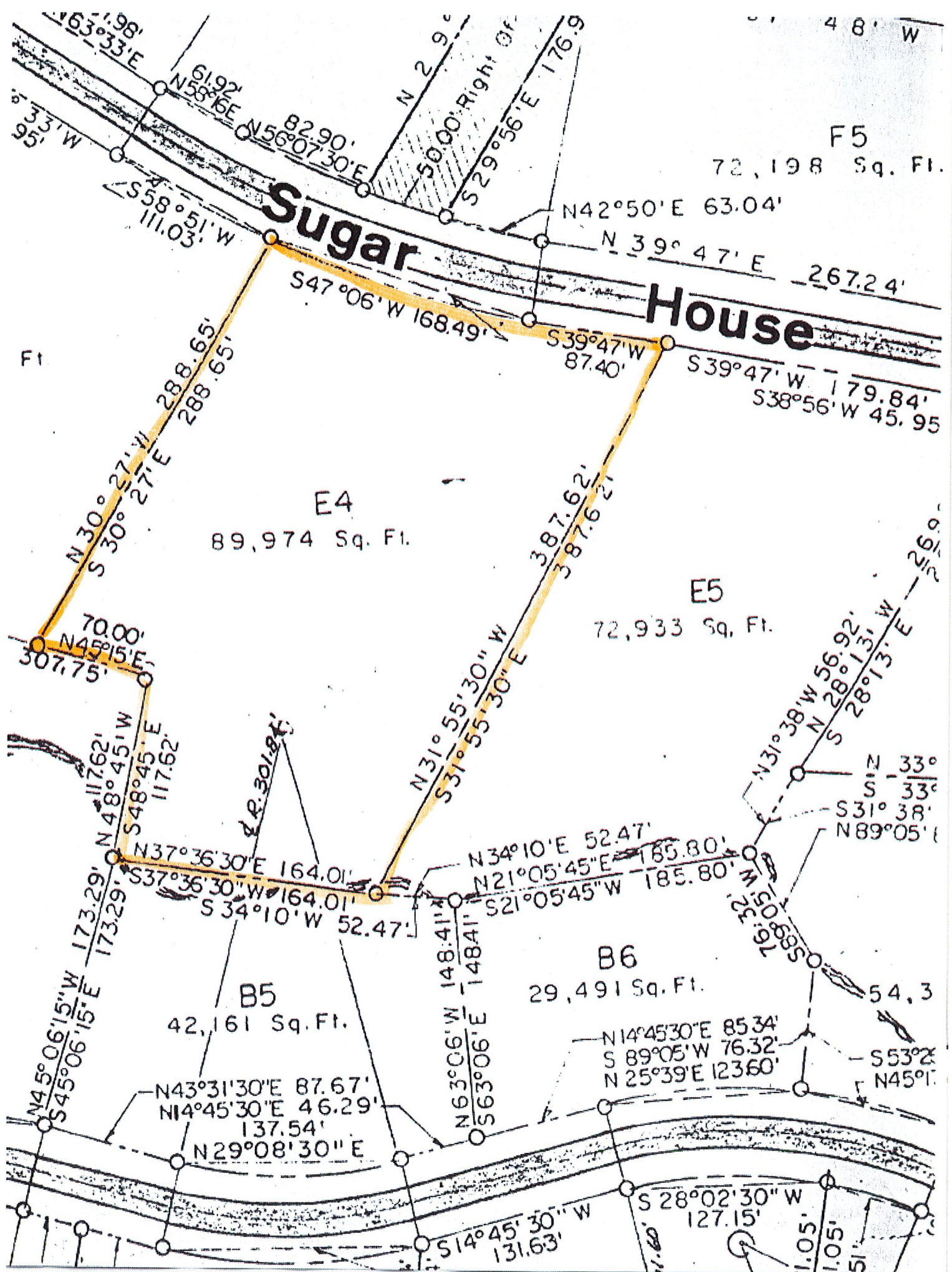
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2nd 1344 1 Wood Ave West Mount
Que Montreal H3Z3C5 *

WELL OWNER Leo + Marilyn Weiss
Name

Mailing Address 514-989-1035

WELL DRILLER Dean
Name

Mailing Address

PROPOSED USE OR USES: (Check):

- ☒ Domestic ☐ Agriculture ☐ Business Establishment ☐ Municipal ☐ Industrial
☐ Other (Specify use):

	CASING DETAILS (Inside)	YIELD TEST		WATER LEVEL (From land surface if possible)	
<input checked="" type="checkbox"/> New Well	Length: <u>8100</u> <u>40' 7"</u> Feet Diameter: <u>6</u> Inches Kind: _____ Weight: _____ lbs./p.ft. <input type="checkbox"/> New <input type="checkbox"/> Used	<input type="checkbox"/> Bailed or <input type="checkbox"/> Pumped or <input type="checkbox"/> Compressed Air	Hours GPM	Static _____ Feet During Yield Test: _____ Feet DRILLING EQUIPMENT <input type="checkbox"/> Cable Tool <input type="checkbox"/> Rotary <input type="checkbox"/> Air Percussion <input type="checkbox"/> Other (Specify)	
<input checked="" type="checkbox"/> Replacement Well		<u>DNAL</u> <u>8500</u> <u>1 Hr Blow test</u> Yield: <u>1 1/2</u> GPM			
<input type="checkbox"/> Set-Over Existing Well					

TOTAL DEPTH OF WELL

~~1200~~
349

FEET

TOWN WELL IS LOCATED IN: Stowe

(Make sketch of well location on reverse side of sheet.)

— WELL LOG —

Depth From Ground Surface	Give description of formations penetrated, such as peat, silt, sand, gravel, clay, hard- pan, shale, limestone, granite, etc. Include size of gravel (diameter) and sand (fine, medium, coarse) color of material, structure (loose, packed, cemented, hard). For ex- ample; 0 ft. to 27 ft. fine, packed, yellow sand; 27 ft. to 134 ft. gray granite.
<u>0</u> ft. to <u>10</u> ft.	<u>Fill - Gravel - clay - logs</u>
<u>10</u> ft. to <u>32</u> ft.	<u>Wet hard pan</u> <u>300-304 - sepr with Hts</u>
<u>32</u> ft. to <u>212</u> ft.	<u>Dark Gray Bedrock</u> <u>304-349 - Gray Bedrock</u>
<u>212</u> ft. to <u>230</u> ft.	<u>Softer " " with holes</u>
<u>230</u> ft. to <u>300</u> ft.	<u>Clay Bedrock</u>

DATE WELL STARTED 10-5-99

DATE WELL COMPLETED 10-6-99

Bits Used # 6"

Footage _____

Daily Footage _____

8" Bit ☒

DRILLER'S HOURS 12 1/2

HELPER'S HOURS 13 Roberts

STATE OF VERMONT - DEPT. OF ENVIRONMENTAL CONSERVATION

Water Supply Division, 103 So. Main St., Waterbury, VT 05671-0403

Tel. (802) 241-3400

WELL COMPLETION REPORT

WELL TAG No. 13445
(Fill In Number from Tag)

WELL LOCATION

Well Owner or Purchaser: Leo & Marilyn Miller
911 Address: Sagean House Rd
Stowe VT 05672Town: Stowe
Subdivision Name: _____
Lot Number: _____

GEOGRAPHIC LOCATION (Complete A OR B, not both)

A. GPS Location: _____ N _____ W
Latitude Rdg. Longitude Rdg. GPS Make/Model # of Satellites Used (Min. 3)
(OR)

B. Attach a Town Map showing location of well marked with a clear dot.

WELL TYPE (Check One)

- ☒
- Bedrock
-
- ☐
- Gravel
-
- ☐
- Monitoring
-
- ☐
- Other: _____

WELL USE (Check one)

- ☒
- Domestic
-
- ☐
- Public
-
- ☐
- Agricultural
-
- ☐
- Industrial
-
- ☐
- Other: _____

REASON FOR WELL (Check one)

- ☒
- New Supply
-
- ☐
- Replace Existing Supply
-
- ☐
- Deepen Existing Supply
-
- ☐
- Additional Supply
-
- ☐
- Test/Exploration
-
- ☐
- Other: _____

WELL CONSTRUCTION INFORMATION

DEPTHS

To Bedrock 32 ft
Total: 377 ft.

CASING

Total Length: 409 ft
Casing Exposed: 37 in.
Diameter: 6 in.
Material: Steel
Weight: 17 lb/ft

LINER OR INNER CASING

Total Length: _____ ft.
Depth to Liner Top: _____ ft.
Diameter: _____ in.
Material: _____
Weight: _____ lb/ft
Seal Type: _____

SCREEN DETAILS

Make/Type: _____
Material: _____
Diameter: _____ in.
Depth to Screen Top: _____ ft.
Slot Size _____
Gravel Pack (Type & Size): _____

SEALING METHOD

- ☒
- Drive Shoe
-
- ☐
- Grouted
-
- Grout Type: _____

YIELD TEST

Tested for 1 hr. @ 1 1/2 GPM
Static Water Level _____ Ft. Below Land Surface
☐ (Check Here if Overflowing)
☐ Hydrofractured. Resulting flow= _____ GPM

WELL DRILLER INFORMATION

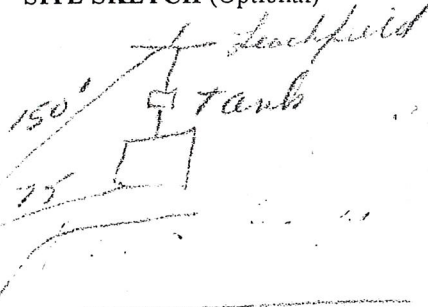
Drilled By: Dean Longley
Company: H. H. March Lic#: 5
Stuart Rowe
Signature of Qualifying Individual

WELL LOG

From	To
0	10
10	32
32	312
312	330
330	500
500	704
704	377

Formation Information and Water Bearing Fractures
<u>Full, gravel & clay</u>
<u>Wet sandstone</u>
<u>Very loose Bedrock</u>
<u>Soft Bedrock</u>
<u>Gray Bedrock</u>
<u>Light</u>
<u>Gray Bedrock</u>

SITE SKETCH (Optional)



COMMENTS

212 - 230	300 - 304	3	1

H.A. MANOSH CORP. DRILLING AGREEMENT

This agreement, made this 30 day of Sept, 19 99, between H.A. MANOSH CORP. of Morrisville, Vermont, hereafter called Contractor, and Leo Weiss, hereafter called Owner.

The parties agree as follows:

1. **CONTRACTORS OBLIGATIONS.** The Contractor will drill upon Owner's property in the State of VT County of Lanville and Town of Schoon a well for water at a location acceptable to both parties.

2. **PRICE.** The price paid to the contractor will be as follows:

Drilling Price	\$		per foot.
*GUARANTEED DRILLING PRICE	\$	<u>12.00</u>	per foot.
Casing Price	\$	<u>8.00</u>	per foot.
Well Cap & Driveshoe	\$	<u>85.00</u>	

* A GUARANTEED PRICE WELL will not exceed charges for drilling 200' feet beyond the end of the casing. If ample water is found prior to this point, Owner will pay for actual footage drilled. The minimum yield of the well will be 720 gallons per day. The Contractor has the right to drill deeper, hydro-fracture, etc. at his expense. If 720 gallons per day is not encountered there is no charge to the Owner.

3. **MINIMUM CHARGE.** There will be a minimum charge for 100 feet of drilling.

4. **BINDER.** Owner has paid to the Contractor \$ 2K upon execution of this agreement, which sum shall be applied towards the cost of drilling or minimum charge.

5. **INSURANCE.** Contractor will maintain Workmen's Compensation Insurance on its employees in accordance with Vermont Statutory Limits; and Public Liability Coverage of \$100,000, \$300,000 Bodily Injury and \$100,000 Property Damage.

6. **LIABILITY FOR DAMAGE.** Contractor shall not be liable for any damage to Owner's property necessary and incidental to the drilling of the well.

7. **GUARANTEE.** Contractor guarantees to use proper new materials and to do the drilling in a good and workmanlike manner. This contract is for drilling and is not an agreement by the Contractor to supply water and therefore the Contractor does not guarantee the quantity or quality of water, except for the minimum yield provided in Guaranteed Price Well.

8. **OBLIGATION OF THE OWNER.** Owner shall pay Contractor the price of the well upon its completion, less credit for previous payments. In case of late payment, interest will be added at the rate of 1 1/2 % per month. All costs of collection including court costs and attorney fees shall be paid by the Owner. Engineering, permits & fees, boundary line, site preparation, drill rig access to and from drill site, flowing wells, and abandonment of wells are the Owner's responsibility.

9. **COMMENCEMENT AND CANCELLATION.** Commencement date will be 2 weeks. If Contractor is not on job site within two weeks following the date set for commencement Owner may cancel this contract by written notice to Contractor and Contractor shall return all monies previously paid by the Owner.

H.A. MANOSH CORP.

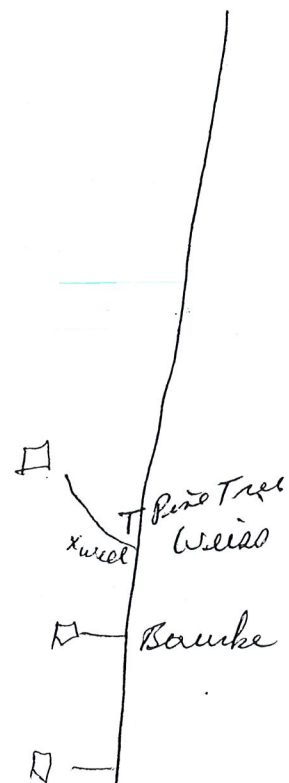
By: Sonny Hill
RD 1, Box 690
Morrisville, VT 05661
(802) 888-5722
In VT 1-800-544-7666

Marilyn Klein
OWNER
1 wood ave west mont
Que montreal H3Z3C5
Telephone: 514 989-1035

Leo + Marilyn Weiss 514-989-1035

Stave

Casing 40 ft



1/10 \neq Mail Box
Sugar House Hill

mt well

