

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that ALFRED BREEN and KATHERINE BREEN, husband and wife of Franklin Lakes, New Jersey, Grantors in consideration of Ten or More Dollars paid to their satisfaction by PAMELA B. ROSEN and DANIEL DECKMAN, of Parkland Florida, Grantees, by these presents do freely GIVE, GRANT, SELL and CONFIRM unto the said Grantees, PAMELA B ROSEN and DANIEL DECKMAN, together as tenants by the entirety, and their heirs and assigns forever, certain lands and premises in the Town of Stowe, County of Lamoille and State of Vermont, described as follows, viz:

Being all and same lands and premises conveyed to Alfred Breen and Katherine Breen by the Warrantee Deed of NIWRI CONSULTANTS LTD., dated November 28, 2005 and recorded in Map Book 631, Page 330 of the Stowe Land Records.

The herein conveyed parcel contains 3.26 acres of land and is shown as Lot 3 upon sheet 2 of 2 of a survey plan entitled "Bloody Brook, Stowe, Vermont", prepared by Robert W. Frey, Registered Land Surveyor, Johnson, Vermont, dated August 1981, revised March 1984 and recorded in Map Book 4, Page 119 of the Stowe Land Records. Reference is made to Map Book 3, Page 128 where Sheet 1 of 2 of said survey plan is recorded.

Also included herein is that right of way which was excepted and reserved unto Bloody Brook Corporation in the Warranty Deed to Kent M. & Marilyn C. Schlopy dated January 15, 1986 and recorded at Book 122, Pages 180-181 and which was included in the Warranty Deed above-referenced recorded in Book 142, Page 033.

This conveyance is made subject to and with the benefit of those covenants, conditions and restrictions set forth in that instrument entitled "Declaration of Protective Covenants and Conditions, Bloody Brook, Stowe, Vermont", dated October 26, 1981, and recorded in Book 104, Pages 7-11 of the Stowe Land Records, and the same are incorporated herein by reference.

Notwithstanding any provision(s) to the contrary contained in the aforesaid "Declaration of Protective Covenants and Conditions", it is a covenant and condition of this conveyance that the herein Grantees and their heirs and assigns shall be responsible for one-tenth (1/10) of the fifty percent (50%) share of the costs of maintenance and repair, including snowplowing of the main subdivision roadway and maintenance including grass cutting of the embankments along said main subdivision roadway, allocable to the ten (10) lot of Bloody Brook subdivision. By acceptance of this deed, the herein grantees, for themselves, their heirs and assigns, covenant and agree to pay their share of the costs of said maintenance and repair, as herein above established, within thirty (30) days of semi-annual or other periodic billings. In the event of default in payment the successors and assigns of Bloody Brook Corporation shall be entitled to all of the

enforcement rights and remedies contained in paragraph No. 20 of the aforesaid protective covenants.

This conveyance is made subject to the terms and conditions of State and Use Permit No. 5L0642, dated May 5, 1981, and recorded at Book 99, Pages 204-205 of the Stowe Land Records.

This conveyance is made subject to and with benefit of highway easements, utility easements, easements for ingress and egress water and pipeline rights, covenants and

restrictions, state and local land use permits if any and rights incident to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, Vermont Statutes Annotated.

As a further aid in this description, reference is hereby made to the above mentioned Warranty Deeds, Protective Covenants, Land Use Permits and to all other deeds and instruments of records in the Stowe Land Records as the same apply to and affect the lands and premises being conveyed herein.

TO HAVE AND TO HOLD all the granted premises, together with all the privileges and appurtenances thereof, to the said Grantees, PAMALA B. ROSEN and DANIEL DECKMAN as tenants by the entirety and their heirs and assigns to their own use and behoof forever; and ALFRED and KATHERINE BREEN, the said Grantors for themselves and their heirs and assigns due covenant with the said Grantees PAMALA B. ROSEN and DANIEL DECKMAN and their heirs and assigns, to their own use and behoof forever; and ALFRED AND KATHERINE BREEN the said Grantors for themselves and their heirs and assigns, that until the unsealing of these presents they are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid, that they are free from every encumbrance;

And it hereby engages to WARRANT and DEFEND the same against all lawful claims whatsoever,

IN WITNESS WHEREOF ALFRED and KATHERINE BREEN, hereunto set their hand and seal

this 24th day of August 2020.

IN THE PRESENCE OF:

Benedict A. Focarino
(witness) BENEDICT A. FOCARINO

Alfred Breen
ALFRED BREEN

Katherine Breen
KATHERINE BREEN

STATE OF NEW JERSEY

AT Franklin Lakes,

Bergen COUNTY, this 24th day of August 2020.

ALFRED and KATHERINE BREEN

Personally appeared and they acknowledged this instrument by them subscribed to be their free act and deed.

Joyce A. Focarino
Notary Public

