#### WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That I, Richard G. Cooper, an individual residing in Morristown, Vermont ("Grantor"), in the consideration of TEN AND MORE DOLLARS paid to my full satisfaction by Alan Z. Golden, an individual residing in Montreal, Quebec; Canada ("Grantee"), by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Alan Z. Golden, and his heirs, assigns, and successors in title forever, certain lands, premises and appurtenances thereto situated in the Town of Morristown, County of Lamoille and State of Vermont, described as follows:

Being a parcel of land containing 12.4 acres, more or less, situated on the easterly side of State Aid Highway No. 5 known as Stagecoach Road in Morristown, Vermont, together with the residential dwelling and all other structures and improvements thereon and appurtenances thereto. Said parcel of land is shown on a map plan prepared by Robert W. Frey, Registered Land Surveyor, and identified as Job 282, the depictions and contents of which are incorporated herein by reference. The herein conveyed parcel of land is depicted by metes and bounds on said map plan as follows:

Beginning at an iron pin found on the easterly sideline of Stagecoach Road, which said iron pin found is located S44° 37' W a distance of 334.7± feet from an iron rod found marking a common boundary corner between land owned formerly by the Grantor herein (owned currently by Paul D. Krawczyk and Barbara S. Krawczyk, as referred to more particularly hereinafter) and land owned now or formerly by Osgood, and from said iron pin found marking the place beginning, proceed

N 44° 37' E a distance of 159.7 $\pm$  feet along the sideline of Stagecoach Road to a point; thence proceed

S 43° 16' E a distance of 659.2 $\pm$  feet to an iron rod set; thence proceed

S 06° 37' E a distance of 339.1± feet to an iron rod set; thence proceed

S 45° 54' E a distance of 664.9± feet to a point (the previous three courses forming common perimeter boundary lines with adjoining property owned currently by Paul D. Krawczyk and Barbara S. Krawczyk); thence proceed

S 44° 06' W a distance of 310.3± feet through an iron rod to a point; thence proceed

N 48° 26' W a distance of 606.4± feet to an iron rod found; thence proceed

N 46° 36' W a distance of 567.6± feet to an iron pin found; thence proceed

N 45° 06' E a distance of 395.2 $\pm$  feet to an iron pin found; thence proceed

N 41° 16' W a distance of 422.4± feet to the iron pin found marking the place of beginning.

The herein conveyed parcel of land is a portion of the property acquired by the Grantor herein by Warranty Deed from Evelyn S. Tomlinson Munro dated July 19, 1983 and recorded in Book 80 at Pages 71-72 of the Morristown Land Records. An adjoining parcel of land containing 13.3 acres, more or less, also comprises a portion of the property acquired by the Grantor herein from Evelyn S. Tomlinson Munro. This adjoining land, which is situated in a generally northerly direction from the herein conveyed parcel of land, was conveyed by Warranty Deed from the Grantor herein to William T. Henderson dated June 30, 1987 and recorded in Book 86 at Pages 569-570 of the Morristown Land Records. William T. Henderson subsequently conveyed the land to Paul D. Krawczyk and Barbara S. Krawczyk by Warranty Deed dated July 2, 1987 and recorded in Book 86 at Pages 586-587 of the Morristown Land Records.

This conveyance is made subject to and with the benefit of the following rights, restrictions, and conditions:

- 1. Included in this conveyance is a right-of-way for vehicular ingress to and egress from the herein conveyed parcel of land over a common driveway leading from the easterly sideline of Stagecoach Road and crossing the adjoining property owned by Krawczyks to the Grantee's property. The location of this right-of-way is fixed and established by the location of the graveled driveway as layed out and constructed on the ground on the date of this conveyance. All costs for repair, maintenance, and improvements, including snowplowing costs, incident to use of the common driveway from Stagecoach Road to the point where the common driveway separates into two secondary driveways (one serving the herein conveyed parcel of land and the other serving the adjoining property) shall be shared equally by the Grantee herein and the adjoining property owners (being the Krawczyks), provided, however, that no major expenditure for capital improvements of the common driveway shall be incurred without mutual consent of the respective owners of the parcels of land served and benefited thereby. Use of this right-of-way, together with all rights and obligations incident to maintenance, upkeep, and improvement thereof, shall inure to the benefit of and be binding upon the Grantee herein and the owners of the adjoining property, and their respective heirs, assigns, and successors in title.
- 2. For the mutual protection of the Grantee herein and the owners of the adjoining property (being the Krawczyks), and their respective heirs, assigns, and successors in title, both the herein conveyed parcel of land and the adjoining property are subject to the restriction that no trees shall be cut within fifty (50) feet of the common boundary line between the herein conveyed parcel of land and the adjoining property, said common boundary line having a course running from Stagecoach Road of S 43° 16' E and a distance of 659.2± feet, as described and set forth hereinbefore in the metes and bounds describtion of the herein conveyed parcel of land. This restriction affecting the fiftyfoot wide rectangular strip of land on the herein conveyed parcel of land situated in a generally southerly direction of the aforedescribed common boundary line (which is shown on the aforereferenced map plan as having a course of N 43° 16' W, being the converse of S 43° 16' E) and the fifty-foot wide rectangular strip of land on the adjoining property situated in a generally northerly direction from the aforedescribed common boundary is a perpetual covenant that runs with the land and that inures to the benefit of and is binding upon the Grantee herein and the owners of the adjoining property, and their respective heirs, assigns, and successors in title.
- 3. The herein conveyed parcel of land and the adjoining property are subject to and have the benefit of all provisions set forth in an instrument titled Declaration entered into by and among the Grantor and Grantee herein and Paul D. Krawczyk & Barbara S. Krawczyk, which said Declaration is to be recorded in the Morristown Land Records in conjunction with this conveyance. Said Declaration serves to confirm and clarify the meaning, force, and effect of the aforedescribed access right-of-way and no-cutting covenant.

For further particulars of description of the herein conveyed parcel of land, together with the rights and obligations appurtenant thereto, reference is hereby made to the aforementioned deeds, map plan, and Declaration, and the descriptions and references contained therein, the contents of which are incorporated herein by reference.

Any portion of the herein conveyed parcel of land situated within the public highway right-of-way incident to Stagecoach Road is subject to rights of the public authorities for snow-plowing, clearing, mowing, and other maintenance and upkeep operations allowed within the public highway right-of-way.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Alan 2. Golden, and his heirs, assigns, and successors in title to their own use and behoof forever;

And I, the said Grantor, Richard G. Cooper, for myself and my heirs, assigns, and successors, do hereby covenant with the said Grantee, Alan Z. Golden, and his heirs, assigns, and

successors in title, 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, and that they are FREE FROM EVERY ENCUMBRANCE, except as aforereferenced.

And I hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforereferenced.

IN WITNESS WHEREOF, I Richard G. Cooper, hereby execute this Warranty Deed on this 5 day of Comba, 1987.

Witnessed:

STATE OF VERMONT LAMOILLE COUNTY, SS.

At Stowe, in said County, this the day of December 1987, Richard G. Cooper personally appeared and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me: Mg/h/2 Notary/Public My commission expires: 2-10-91

A. D. 1987, at 10 o'clock 00 minutes A. M. Morristown, VT., Town Clerk's Office December 9th

Received for record a Deed, of which the foregoing is a true copy.

A True Record. Attest,...

A 378037 

#### WARRANTY DEED

TO

KNOW ALL MEN BY THESE PRESENTS, that we, PAUL D. KRAWCZYK and BARBARA S. KRAWCZYK, of Westfield, County of Hampden, State of Massachusetts, Grantors, in the consideration of TEN AND MORE Dollars paid to our full satisfaction by COLETTE GOLDEN, of Montreal, Province of Quebec, Canada, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, COLETTE GOLDEN, and her heirs and assigns forever, certain lands and premises in Morristown, in the County of Lamoille and State of Vermont, described as follows, viz:

BEING all and the same lands and premises conveyed to Paul D. Krawczyk and Barbara S. Krawczyk by the Warranty Deed of William T. Henderson, dated July 2, 1987 and recorded in Morristown Land Records Book 86 at Pages 586-587 and being further described therein as follows: (References in the following description to "Grantor" mean and refer to Richard G. Cooper, and references to "Grantee" mean and refer to William T. Henderson, together with their respective heirs, successors in title, and assigns.)

"Being all and the same lands and premises conveyed to William T.. Henderson by Warranty Deed of Richard G. Cooper dated June 30, 1987 and recorded at Book 86, Page 569 of the Morristown Land Records; and being more particularly described therein as follows:

Being part of the same land and premises conveyed to Richard G. Cooper by the Warranty Deed of Evelyn S. Tomlinson Munro dated July 19, 1983, and recorded in Book 80 at Pages 71-72 of the Land Records for the Town of Morristown, which parcel is more specifically described as follows:

Commencing at a point on the easterly side of State Mid Highway 15, Stagecoach Road so-called, on the common boundary between lands and premises of Richard Cooper and lands and premises now of Osgood, formerly of Russell; thence proceeding South 52° 35° East a distance of 45.4 feet more or less to an iron rod set in the ground; thence proceeding South 47° 49° East a distance of 1133.7 feet plus or minus to the easterly corner of the property of the Grantor; thence turning and running South 44° 06° West a distance of 510.7 feet to a point on the southeasterly boundary of the property of the Grantor; thence turning and running North 45° 54° West to an iron rod set in the ground; thence running North 06° 37° West a distance of 339.1 feet to an iron rod set in the ground; thence turning and running North 43° 16° West a distance of 659.2 feet to the edge of the right-of-way of State Ald Highway 15; thence turning and running north 44° 37° East a distance of 175 feet to the point of beginning. Reference may be had to a survey of property owned by Richard Cooper, Morristown, Vermont, done by Robert Frey Job 282.

Reserved from this conveyance is a right-of-way to the Grantor his heirs, successors, and assigns for ingress and egress over a common driveway commencing at the Easterly edge of State Aid Highway #5, which crosses lands and premises conveyed to the Grantees herein, to the lands retained by the Grantor herein.

The parties shall share in the use of the common driveway from Stagecoach Road to the point where the common driveway separates into two (2) driveways, one serving the property of the Granter and the other serving the Grantee's property, under the following terms and conditions; repair, maintenance, and improvement, including the cost of snowplowing shall be shared equally by the parties hereto, their heirs, successors, and assigns, provided, however, that no major expenditure for capital improvements of the common driveway shall be incurred without mutual consent.

For the mutual protection of the parties, no trees shall be cut within 50 feet of the common boundary line of the parties having a bearing of N 43° 16' W and a length of 659.2 feet, as shown on the Frey survey hereinbefore referred to, without consent of the other party."

The lands and premises being conveyed herein are further subject to and benefitted by certain covenants, agreements, confirmations and restrictions as set forth in a "Declaration" among Paul D. Krawczyk, Barbara S. Krawczyk, Richard G. Cooper and Alan Z. Golden, recorded in the Morristown Land Records in Book 84, Pages 662-664. For further particulars, reference may be had to said "Declaration".

As a further aid in this description, reference is hereby made to the above mentioned Warranty Deeds, survey, Declaration and all other deeds and instruments of record in the Morristown Land Records as the same apply to and affect the lands and premises being conveyed herein.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, COLETTE GOLDEN, and her heirs and assigns, to their own use and behoof forever;

And we, the said Grantors, PAUL D. KRAWCZYK and BARBARA S. KRAWCZYK, for ourselves and our heirs and assigns, do covenant with the said Grantee, COLETTE GOLDEN and her 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 cover the same in the same title to convey the same in manner aforesaid, that they are

FREE FROM EVERY ENCUMBRANCE; except as aforementioned and

And we hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforementioned and

IN WITNESS WHEREOF, we hereunto set our hands this 6th day of July 1992. Witnessed: both signatures) PAUL D. KRAWCZYK by his attorney in fact William A Kelk Blue S. Dungs I fin (Withess to both signatures) KRAWCZYK by her attorney in fact William A.

STATE OF VERMONT) LAMOILLE COUNTY )

WILLIAM A. KELK Attorney in fact for

PAUL D. KRAWCZYK AND BARBARA S. KRAWCZYK

personally appeared and he acknowledged this instrument by him subscribed to be his free act and deed and the free act and deed of Paul D. Krawczyk and Barbara S. Krawczyk.

BEFORE ME:

VT., Town Clerk's Office July 7, 8 o'clock 30 minutes A. Received for record a Deed, of which the foregoing is a true copy,

A True Record. Attest,...

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

- ACKNOWLEDGMENT -Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.

Vr. Land Use & Development Flans Act Cert. Rec'd.

Date July 7, 1992

Return No. 1992 07-06

0292015731

**Date of Service:** 07/25/2019

### **Summary of Services:**

Pumping 1000 Digging Charge VT - State Compliance Fee Environmental Compliance - Residential Fuel / Energy Recovery

Grand Total: \$454.00

#### Technician's Notes:

System Operating Fine. Normal water level. Light top solids. Light bottom sludge. Main line Clear. No filter is present on the tank; current tank is not designed to be used with a filter. Cover(s) secured. Recommended No Recommendation.

### Thank you for choosing Wind River!

Did you know that we offer a full suite of residential services, incuding Preventative Maintenance, Inspections, and Drain Cleaning?

White River : 46 Erzene Crive. Sure 1000, Mattecrugh. MA 01752. Have questions? Find your ensive a m www.wrenvironmental.com chical (689), 499-1682.

In our are receiving this message because you have obted-in to profer related emails

Attackment to Property Intovater Report

Sept 11, 2020

### Alan Golden

To: Subject: Pall Spera (Pall Spera@Pall Spera.com)
Water to Pond and other items for discussion

The pond has no natural source of water and receives its water from rain and the well servicing the house. To reduce the effect of annual evaporation water is pumped, on a timer, generally from 9 pm to 6 am, each night from April/ May to September/October, depending on the weather. The pumping can be stopped at any time and is stopped whenever the house is occupied (almost every weekend and during short vacations) since during pumping all water is diverted to the pond. Thus if the house is to be occupied throughout the periods above a separate well to service the pond should be drilled.

## **Bourne's Energy** PO Box 549 Morrisville, VT 05661 (802) 888-2611

INVOICE

Oct 2, 2020

Account #:	101972
Invoice #:	2694012
Invoice Date:	9/30/20

TERMS: Net Due in 30 Days.

Alan Z & Colette Golden 3495 Avenue du Musee Apartment 203 Montreal PQ H3G 2C8 CANADA,

For Fuel or Service At: Alan Z & Colette Golden

4387 Stagecoach Road

Morrisville, VT 05661

Description: Annual tune up on System 2000 boiler. Replaced nozzle, filter and strainer. Brushed and

vacuumed heat exchanger. Inspected flue pipe. Fried boiler, completed efficiency test, and tested

operations.

Quantity	Description	Unit Price	Amount
1.0	Nozzle, Oil Burner .75-70a	\$0.00	\$0.00
1.0	Oil Strainer P193-3 Bag SSC109 (A70) (S160-12)	\$0.00	\$0.00
1.0	Filter, #78-110375-3403 Oil Spin On Cartridge For Garber	\$0.00	\$0.00
1.0	Material Recycling Fee	\$0.00	\$0.00
1.5	Annual Tune Labor	\$0.00	\$0.00

Trevor C - 420 Tech: Sub Total: \$0.00

> Tax Total: \$0.00

Total Due: \$0.00

You Saved \$182.43 By Having a Service Agreement With Us.

**Efficiency Test:** 

Trevor

ATU

Gross Stack Temp: 337.1

Draft OB:

Smoke: 0

Net Stack Temp: 273.6 CO2: 11.58 Draft OF:

Efficiency: 87.3 %

Bourne's Energy has paid the applicable Vermont Sales Tax on the materials used for this job.

O2: 5.5

Check your account & pay online at www.BournesEnergy.com

# Customer Service Report

### Schedule Now for Service Jul 2020 Call (800) 696-0761

Workorder # 0292015731 Customer Since: 2018

System Owner

Alan Golden 4387 Stagecoach Road Morrisville, VT 05661 (802) 888-3091

Primary Home 4387 Stagecoach Road Morrisville, VT 05661 Alan Golden : '802) 888-3091

System Location

Service Date: THU 07/25/2019 09:00 AM

Service Type: Standard

Approx. Gals: 1000 Depth Below:

Cust Home:

Township: County:

Lamoille

Frequency:

Previous Service:

Custom Clean:

Filter:

Inspection/T5:

Build Up:

Description	Qty	Unit Price	Ext Price
Pumping 1000	1.00 \$	310.0000 \$	310.00
Pumping Addit. 1-1000 Gallons	0.00 \$	0.3100 \$	0.00
Digging Charge	1.00 \$	100.0000 \$	100.00
VT - State Compliance Fee	1.00 \$	10.0000 \$	10.00
Environmental Compliance - Residential	1.00 \$	3.0000 \$	3.00
Fuel / Energy Recovery	1.00 \$	31.0000 \$	31.00

		Household Occupancy							
		1	2	3	4	5	6	7	8
۵.	1000	22	20	18	16	14	12	12	12
Tank Size	1250	22	20	18	18	16	14	12	12
춪	1500	24	22	20	20	18	16	14	14
<u>;</u>	1000 1250 1500 2000	26	2.4	22	22	20	18	16	1é

Score From Table		20
Garbage Disposal?	-6	
System Age > 10 Years?	-5	
Seasonal Occupancy?	+8	
Bacteria Additive Used?	+5	
Total Adjustments		-5

Net Score

15

	454.00
Subtotal: \$	454.00
Ta+ : <u>\$</u>	0.00
Total : \$	454.00

Score	Service Every:		
< 5	6 Months		
6 - 15	12 Months		
16 - 23	18 Months		
24 ÷	24 Months		

☐ System Normal	Keep your system healthy by following these 3 steps:  Regular Service  Use CCLS Bacteria Additive  Use a Filter
☐ Excessive Solids	Use CCLS Bacteria Additive
☐ Heavy Sludge	Use CCLS Bacteria Additive
☐ Tee Missing/Broken	Repair/Replace Tee
☐ High Liquid Level	Possible system failure. Call for evaluation or custom cleaning.
☐ Distribution Box Issue	See notes below for details.
☐ Missing Filter	Use a filter
☑ Other	See notes below for details.
To schedule repairs, cu	stom cleaning, or system evaluation, call (800) 696-0761 .

Schedule Now for Service Jul 2020 Call (800) 696-0761

Payment Detail:

Visa xxxxxxxxxxx7108 03'2021

Due on Receipt

**Customer not on site** 

Customer Signature Left at: 10:12 AM

Tech Notes:

Technician :Justin Pike

System Operating Fine. Normal water level, Light top solids, Light bottom sludge. Main line Clear, No filter is present on the tank; current tank is not designed to be used with a filter. Tover(s) secured. Recommended No Recommendation, Tech Recommendation: No Recommendation - Na

Arrived at: 69:39 AM



# DIRECTIONS TO JOB SITE: STARTING FROM:

### MAP OF TANK AND BUILDING

Draw a map of the tank in respects to the building Date 4/7/10

Drivency

Size Depth 89 Date 4/7/10

Drivency

Salaye

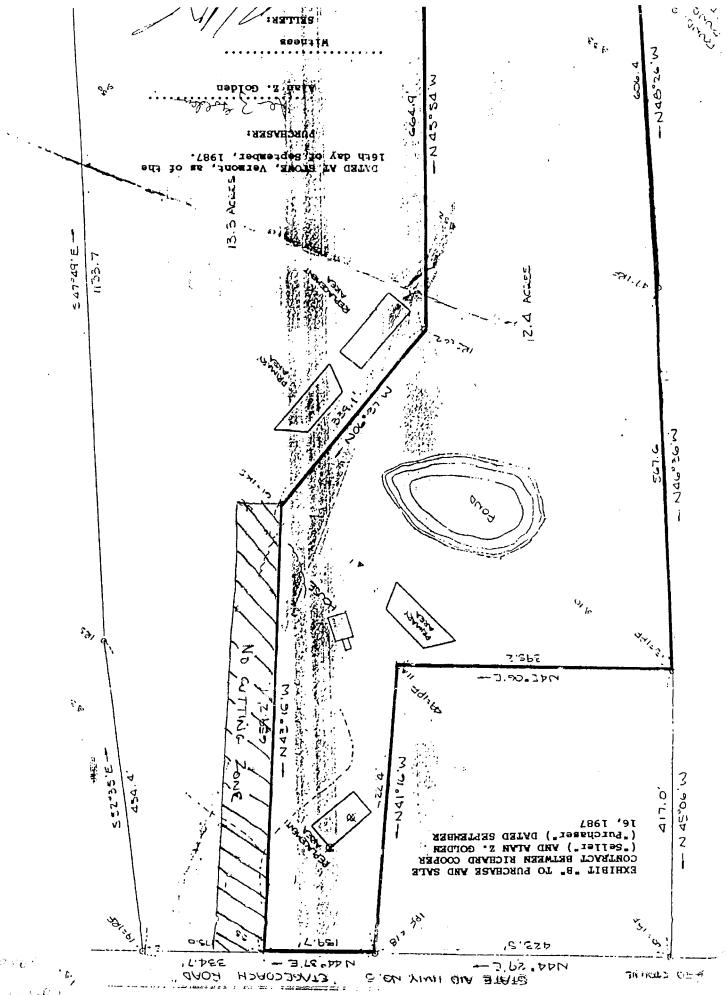
Color Depth 89 Date 4/7/10

Date 4/7/10

Date 4/7/10

Date 4/7/10

Date order Received:
Customer Signature:



in sign