

## QUITCLAIM DEED

"The herein conveyed lands and premises contain an aggregate of 11.73 acres, more or less, as measured to the right-of-way limits of Vermont Route 5A, and are shown as Parcel 1 (13.36 acres) and Parcel 2 (1.37 acres) upon a survey plan entitled 'Lands of Frank & Joan Symcak, Vt. Route 5A, Westmore, Vt., Scale 1" Equals 80', Sheet 1 of 1' dated February, 1998 and prepared by John H. Hatfield & Associates, Inc., Consulting Engineers, Montpelier, Vermont.

"Also included herein are all riparian rights appurtenant to the aforesaid lands and premises, if any, together with all buildings and improvements located thereon, including the Willoughbyville premises, so-called, 15 cabins and a barn. There is further included herein the right to take water, together with the right of entry, as the same are described in the aforesaid Warranty Deed of Willoughby Beach, Inc. to the herein Grantor.

Reference is hereby made to the aforesaid deed, survey plan, and to the references and descriptions therein contained and to the Town of Westmore Land Records in further aid of this description."

Included with this conveyance are all structures, renovations, site improvements, and betterments erected upon the aforesaid lands and premises subsequent to the date of the aforesaid Warranty Deed from Northeast Kingdom Mountain Lakes, Inc. to Frank G. Symcak and Joan E. Symcak.

This conveyance is made subject to and with the benefit of easements, rights-of-way, conditions, restrictions, and other such interests as the same may appear of record, provided, however, that this paragraph shall not reinstate any such interests extinguished heretofore by provisions of the Vermont Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated §§601-606 and any amendments thereto. For further particulars of description of the Premises, reference is hereby made to the deeds and instruments recited hereinbefore and in Schedule A attached hereto, and the descriptions and references contained therein.

The Grantee herein by acceptance of delivery and recording of this deed in the Westmore Land Records hereby assumes all obligations and responsibilities pertaining to the Premises, including but not limited to real estate taxes, assessments, permit conditions, and other matters of record or otherwise affecting ownership, use, development, and enjoyment of the Premises, and Grantee by acceptance of delivery and recording hereof covenants and agrees to indemnify and hold harmless Grantor from and against any and all liabilities, obligations, or responsibilities associated therewith.

TO HAVE AND TO HOLD all right, title, and interest in and to the Premises, with the appurtenances thereof, to the said Grantee, 3072282 Canada Inc., and its successors and assigns forever.

AND FURTHERMORE the said Grantor, Alan Thorndike, Esquire, in his nominee capacity as Trustee to Reconvey, does for himself and his successors and assigns, covenant with the said Grantee, 3072282 Canada Inc., and its successors and assigns, that from and after the sealing of these presents he will have and claim no right, title, or interest in or to the Premises.

Dated at Stowe, Vermont on this 2nd day of February, 1998.

Witnessed:

Mark H. Kolter

Alan Thorndike, as Trustee to Reconvey  
Alan Thorndike, Esquire, in his  
nominee capacity as Trustee to  
Reconvey

STATE OF VERMONT  
 COUNTY OF LAMOILLE, SS. At Stowe, in said County, on this 2 day of February, 1998, Alan Thorndike, Esquire, in his nominee capacity as Trustee to Reconvey, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, Mark H. Kolter  
 Notary Public  
 My commission expires: 2/10/99

Westmore Town Clerk's Office, February 5, 1998 at 12:02 o'clock P.M.  
 Received for record a Quitclaim Deed of which the foregoing is a true copy and record.

Attest, Deanne M. Partridge Town Clerk