

QUIRION EMILIE  
QUIRION THERESE  
2228 EAST HILL RD

NORTH TOY VT 05859  
PROP DESC: DWL 6409 VT RTE 100

PARCEL ID: 110113. RATES: 0123589 SPAN: 654-206-10946  
HOUSESITE: 48,400 ACRES: 0.41 R1 T

QUIROS FAMILY FARMS, INC.

19 GRAND BAY ESTATE CIRCLE

KEY BISCAYNE FL 33149  
PROP DESC: FARM 1294 LOOP RD

PARCEL ID: 110143.11 RATES: 0123589 SPAN: 654-206-10762  
HOUSESITE: 0 ACRES: 199.12 M S

RACICOT GEORGE

PO BOX 46

TROY VT 05868  
PROP DESC: DWL 6639 VT RTE 100

PARCEL ID: 110136. RATES: 0123589 SPAN: 654-206-10788  
HOUSESITE: 129,200 ACRES: 0.53 R1 T

RAFOSS JOHN  
RAFOSS GLADYS  
2949 EAST HILL ROAD

NORTH TROY VT 05859  
PROP DESC: LAND 2949 EAST HILL ROAD

PARCEL ID: 050242. RATES: 0123589 SPAN: 654-206-10789  
HOUSESITE: 350,400 ACRES: 109.20 R2 T

RANDALL, DEXTER LIVING TRUST  
RANDALL, ALICE LIVING TRUST  
627 BONNEAU ROAD

NORTH TROY VT 05859  
PROP DESC: DWL 627 BONNEAU ROAD

PARCEL ID: 110218.1 RATES: 0123589 SPAN: 654-206-10791  
HOUSESITE: 154,900 ACRES: 321.00 F T

	MUNICIPAL	HOMESTEAD	NON-RESIDENTIAL
LAND	15,200		
BUILDING	33,200		48,400
TOTAL REAL	48,400		0
SPEC EXEMPTION			

GRAND LIST	484.00		484.00
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	MUNICIPAL	HOMESTEAD	NON-RESIDENTIAL
LAND	234,500		
BUILDING	0		234,500
TOTAL REAL	234,500		0
SPEC EXEMPTION			

GRAND LIST	2,345.00		2,345.00
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	MUNICIPAL	HOMESTEAD	NON-RESIDENTIAL
LAND	15,900		
BUILDING	113,300		129,200
TOTAL REAL	129,200		0
SPEC EXEMPTION			

GRAND LIST	1,292.00		1,292.00
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HMSTD FILED

	MUNICIPAL	HOMESTEAD	NON-RESIDENTIAL
LAND	162,400		
BUILDING	311,700		
TOTAL REAL	474,100	474,100	
SPEC EXEMPTION		0	

GRAND LIST	4,741.00	4,741.00	
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HMSTD FILED

	MUNICIPAL	HOMESTEAD	NON-RESIDENTIAL
LAND	355,000		
BUILDING	245,300		116,500
TOTAL REAL	600,300	483,800	0
SPEC EXEMPTION		0	

CURRENT USE	174,800	130,400	44,400
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GRAND LIST	4,255.00	3,534.00	721.00
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PAYABLE TO:  
MAIL TO:

**TOWN OF TROY**  
142 MAIN STREET  
NORTH TROY VT 05859

**TAX BILL**

802-988-2663

If you use Online Bill Pay  
please allow extra time for it  
to reach us.

PARCEL ID	BILL DATE	TAX YEAR
110143.11	09/04/2018	2018

Taxes unpaid after the due date are delinquent. Maximum interest as allowable by law will be charged in addition to a collectors fee of 8%

Description: FARM 1294 LOOP RD  
Location: 1294 LOOP RD

OWNER  
QUIROS FAMILY FARMS, INC.  
19 GRAND BAY ESTATE CIRCLE  
KEY BISCAYNE FL 33149

SPAN # 654-206-10762 SCL CODE: 206  
TOTAL PARCEL ACRES 199.12

FOR INCOME TAX PURPOSES

ASSESSED VALUE		NON RESIDENTIAL	
REAL	234,500		234,500
TOTAL TAXABLE VALUE	234,500		234,500
GRAND LIST VALUES	2,345.00		2,345.00
For more information about how education tax rates are determined, go online to: <a href="http://tax.vermont.gov/property-owners">http://tax.vermont.gov/property-owners</a>			
	TAX RATE NAME	TAX RATE x GRAND LIST =	TAXES
	GENERAL HIGHWAY LOCAL AGREEMENT	0.1735 0.3463 0.0083	x2,345.00= x2,345.00= x2,345.00=
	SHERIFF	0.0120	x2,345.00= 28.14
	NON RESIDENTIAL EDUCATION	1.5216	x2,345.00= 3568.15
PAYMENT DUE	11/01/2018	TOTAL TAX STATE PAYMENTS	4834.68
		NET TAX DUE	

DETACH THE STUB BELOW AND RETURN WITH YOUR PAYMENT

Del. taxes : Bill Davies  
802-525-3766

## QUIROS FAMILY FARMS, INC.

19 GRAND BAY ESTATE CIRCLE | REAL | 234,500 |  
 KEY BISCAYNE FL 33149 |  
 FARM 1294 LOOP RD |  
 | GRAND LIST | 2,345.00 |  
 |  
 SPAN: 654-206-10762 |  
 110143.11 M S | TOTAL ACREAGE | 199.12 |

## NON-RESIDENTI

3,568.15 |  
 SHERIFF 28.14 |  
 SPECIAL TRANS 0.00 |  
 LOCAL AGREEME 19.46 |  
 HIGHWAY 812.07 |  
 GENERAL 406.86 |

TOTAL TAX 4,834.68

## RACICOT GEORGE

PO BOX 46 | REAL | 129,200 |  
 TROY VT 05868 |  
 DWL 6639 VT RTE 100 |  
 | GRAND LIST | 1,292.00 |  
 | HOMESTEAD | 129,200.00 |  
 SPAN: 654-206-10788 |  
 110136. R1 T | TOTAL ACREAGE | 0.53 |

NON-RESIDENTI 1,965.91 |  
 SHERIFF 15.50 |  
 SPECIAL TRANS 0.00 |  
 LOCAL AGREEME 10.72 |  
 HIGHWAY 447.42 |  
 GENERAL 224.17 |

TOTAL TAX 2,663.72

## RAFOSS JOHN

RAFOSS GLADYS | HMSTD Filed |  
 2949 EAST HILL ROAD | REAL | 474,100 |  
 NORTH TROY VT 05859 |  
 LAND 2949 EAST HILL ROAD |  
 | GRAND LIST | 4,741.00 |  
 | HOMESTEAD | 474,100.00 |  
 SPAN: 654-206-10789 |  
 050242. R2 T | TOTAL ACREAGE | 109.20 |

HOMESTEAD ED. 6,796.22 |  
 SHERIFF 56.89 |  
 SPECIAL TRANS 0.00 |  
 LOCAL AGREEME 39.35 |  
 HIGHWAY 1,641.81 |  
 GENERAL 822.56 |

TOTAL TAX 9,356.83

MUN. HOUSESITE TAX 1,892.51  
 ED. HOUSESITE TAX 5,022.98  
 TOT HOUSE. TAX 6,915.49

## RANDALL, DEXTER LIVING TRUST

RANDALL, ALICE LIVING TRUST | HMSTD Filed |  
 627 BONNEAU ROAD | REAL | 600,300 |  
 NORTH TROY VT 05859 |  
 DWL 627 BONNEAU ROAD |  
EXEMPTIONS	174,800
GRAND LIST	4,255.00
HOMESTEAD	483,800.00
 SPAN: 654-206-10791 |  
 110218.1 F T | TOTAL ACREAGE | 321.00 |

NON-RESIDENTI 1,097.07 |  
 HOMESTEAD ED. 5,065.99 |  
 SHERIFF 51.06 |  
 SPECIAL TRANS 0.00 |  
 LOCAL AGREEME 35.32 |  
 HIGHWAY 1,473.51 |  
 GENERAL 738.24 |

TOTAL TAX 8,461.19

MUN. HOUSESITE TAX 836.61  
 ED. HOUSESITE TAX 2,220.49  
 TOT HOUSE. TAX 3,057.10

## RAPFOLD KIMBERLY

759 BERGERON ROAD | REAL | 62,000 |  
 NORTH TROY VT 05859 |  
 LAND/MOBILE HOME 759 BERGERON |  
 | GRAND LIST | 620.00 |  
 | HOMESTEAD | 62,000.00 |  
 SPAN: 654-206-10334 |  
 050160. MHL T | TOTAL ACREAGE | 10.20 |

HOMESTEAD ED. 888.77 |  
 SHERIFF 7.44 |  
 SPECIAL TRANS 0.00 |  
 LOCAL AGREEME 5.15 |  
 HIGHWAY 214.71 |  
 GENERAL 107.56 |

TOTAL TAX 1,223.63

MUN. HOUSESITE TAX 251.69  
 ED. HOUSESITE TAX 668.01  
 TOT HOUSE. TAX 919.70





PROPERTY LOCATION

No.	Alt No.	Direction/Street/City
1294		LOOP RD. TROY

OWNERSHIP

Owner 1:	QUIROS FAMILY FARMS, INC.	Unit #:
Owner 2:		
Owner 3:		
Street 1:	19 GRAND BAY ESTATE CIRCLE	
Street 2:		
Town/City:	KEY BISCAYNE	
State/Prov:	FL	County:
Postal:	33149	Own Occ:
		Type:
		STATE

PREVIOUS OWNER

Owner 1:	QUIROS - ARIEL
Owner 2:	QUIROS - OKCHA
Street 1:	19 GRAND BAY ESTATE
Town/City:	KEY BISCAYNE
State/Prov:	FL
Postal:	33149

NARRATIVE DESCRIPTION

This Parcel contains 199.12 ACRES of land mainly classified as MISC LAND

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int.

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
31			199.120	234,500	234,500	FARM 1294 LOOP RD	
Total Card			199.120	234,500	234,500	Entered Lot Size	GIS Ref
Total Parcel			199.120	234,500	234,500	Total Land: 199.12	GIS Ref
Source:	Market Adj Cost		Total Value per SQ unit /Card:	N/A	/Parcel: N/A	Land Unit Type: AC	Insp Date

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2016	31	AB		0	199.12	234,500	234,500	234,500		6/2/2016
2016	31	TL		0	199.12	234,500	234,500	234,500		5/25/2016
2015	31	AB		0	199.12	234,500	234,500	234,500		6/2/2015
2015	31	GL		0	199.12	234,500	234,500	234,500		5/12/2016
2014	31	GL		0	199.12	234,500	234,500	234,500		3/24/2015
2013	31	GL		0	199.12	234,500	234,500	234,500		5/13/2014
2012	31	GL		0	199.12	234,500	234,500	234,500		7/10/2012
2012	31	PL		0	199.12	234,500	234,500	234,500		6/12/2012

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
QUIROS ARIEL	69-165-166		1/22/2008	OTHER		No	No			TRANSFER TO NEW CORPORATION
PION ARMOND	68-510-511		10/12/2007		320,000	No	No			
PION ARMOND	61-2002		1/2/2003	LAND RGTS	110,000	No	No			VT LAND TRUST PURC ROFR
	61/202		1/1/1900	OTHER		No	No			

TAX DISTRICT

PAT ACCT.

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F Descrp	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
29/2011	VACANT LOT	5	M KRAJESKI
10/4/2004	ENTERED 2005	20	NEWC-2005

PROPERTY FACTORS	Item	Code	%	Item	Code	Descrp
	Z			U		
	0			1		
	n			1		
Census:				Exempt		
Flood Haz:				Topo. 4		ROLLING
D				Street		
s				Traffic		
t						

Sign: VERIFICATION OF VISIT NOT DATA

LAND SECTION (first 7 lines only)	Use	Description	LUC	No of Units	Depth/	Unit Type	Land Type	LT	Base	Unit Price	Adj	Neigh	Neigh	Int 1	%	Int 2	%	Int 3	%	Appraised	Alt	%	Spec	J	Fact	Use Value	Notes
	Code				Price/Units			Factor	Value					Mod						Value	Class		Land	Code			
31	MISC LAND			1		SITE ACRE VACANT		0.8	0	16,000.	0.784 RF			DA						12,544						12,500	
31	MISC LAND			197.12		ACRES EXCESS			0	2,700.	0.415 RF									220,908						220,900	
31	MISC LAND			1		EXCESS SI SITE			0	2,700.	0.415 RF									1,121						1,100	

Total AC/HA:	199.12000	Total SF/SM:	6673667.00	Parcel LUC:	31	MISC LAND	Prime NB Desc:	RES-D-FAIR	Total:	234,573	Spl Credit:	Total:	234,500
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AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL  
Application Form

## SECTION 1. To be completed by landowner

TOWN OF: TROY

1. Name of landowner(s)

Robert H. & Mary P. Judd, SR

2. Date of application (must be filed by March 1 of current tax year)

Aug. 27, 1985

3. Property location

P.F.D. Box 273 BTROY VT

Address

NORTH Troy VT 05859

4. Grand list description of total parcel

5. Description of portion to be appraised at use value

6. Qualifications (see back for explanation)

☒ farmer☐ at least 25 acres used by farmer under lease☐ gross income requirement☐ at least 25 acres in active agricultural use☐ at least 25 acres managed forest land

## Agricultural Land

Productivity Class	Acres
Tillable I	<u>38</u>
II	<u>130</u>
III	<u>15</u>
Non tillable	<u>6</u>
Non productive	<u>184</u>

Listers' Revisions

## Forest Land

Site Class	Acres within 1 mile of road
Site I	
Site II	
Site III	
Site IV	

Listers' Revisions

Acres more than 1 mile from road

Listers' Revisions

Total acres to be appraised at use value

These acreage descriptions are to be reviewed by the town assessing officials.

I hereby certify the above information and the attached map to be true, correct and complete to the best of my knowledge.

Mary P. Judd8/29/85Robert Judd8/29/85

## SECTION 2. To be completed by town assessing officials

We hereby certify the applicant's land is eligible for use value appraisal with (some) (no) changes. Revisions made by the assessing officials are indicated in the "Revisions" columns above.

Marcel Labbee2/19/86Dwayne Before2/19/86Deborah Morrisetti2/19/86

Signatures of Assessing Officials

Date

Parcel identification number

## SECTION 3. To be completed by landowner after approval by assessing officials

I hereby certify that I intend to have the land, described and approved (as submitted) (as revised by assessing officials) appraised at use value; and, after that, my heirs or assigns, are subject to the provisions of 32 U.S.A. Chapter 124 and the regulations and use values as adopted and prescribed by the Current Use Advisory Board.

Marcel Labbee5/3/86Robert H. Judd5/5/86

Witnessed by

Date

Landowner signature

Date

Witnessed by

Date

Landowner signature

Date

Two witnesses required.

When this application is signed by the landowner(s) and duly witnessed it shall become a permanent part of the deed record for this parcel and shall constitute a lien to secure payment of the land use change tax to the State of Vermont upon development of the parcel. The landowner shall bear the recording cost.

White - Town Clerk

Canary - Property Valuation &amp; Review Division

Pink - Assessing Official

Goldenrod - Landowner

TROY, VT. TOWN CLERK'S OFFICE May 6 1986  
 AT 8:00 O'CLOCK A.M.  
 RECEIVED THE FOREGOING INSTRUMENT  
 OF WHICH IS A TRUE COPY  
 ATTEST Jeanne Benson  
Asst. Town Clerk

## AGRICULTURAL AND FOREST LAND USE VALUE APPRAISAL

Application Form

## SECTION 1. To be completed by landowner

TOWN OF: TROY

1. Name of landowner(s)

2. Date of application (must be filed by March 1 of current tax year)

Robert H. & Mary P. Judd, SR.RF D. Box 273B.

3. Property location

Address

NORTH Troy VT. 05859

4. Grand list description of total parcel

5. Description of portion to be appraised at use value

6. Qualifications (see back for explanation)

☒ farmer☐ gross income requirement☐ at least 25 acres managed forest land☐ at least 25 acres used by farmer under lease☐ at least 25 acres in active agricultural use

## Agricultural Land

Productivity Class

Acres

Tillable I

32

II

7

III

7

Non tillable

Non productive

2

Lists' Revisions

## Forest Land

Site Class

Acres within 1 mile of road

Site I

Site II

Site III

Site IV

Lists' Revisions

Acres more than 1 mile from road

Lists' Revisions

Total acres to be appraised at use value

These acreage descriptions are to be reviewed by the town assessing officials.

I hereby certify the above information and the attached map to be true, correct and complete to the best of my knowledge.

Mary P. Judd

Date

8/29/85

Landowner(s) signature(s)

Robert Judd8/29/85

Date

## SECTION 2. To be completed by town assessing officials

We hereby certify the applicant's land is eligible for use value appraisal with (some) (no) changes. Revisions made by the assessing officials are indicated in the "Revisions" columns above.

Maral Libbee

Date

2/19/86Deborah Monisette

Date

2/19/86Dwayne B. Bore

Date

2/19/86

Signatures of Assessing Officials

Date

Parcel identification number

## SECTION 3. To be completed by landowner after approval by assessing officials

I hereby certify that I intend to have the land, described and approved (as submitted) (as revised by assessing officials) appraised at use value; and, after that I, my heirs or assigns, are subject to the provisions of 32 U.S.A. Chapter 124 and the regulations and use values as adopted and prescribed by the Current Use Advisory Board.

Maral Libbee

Date

5/5/86

Witnessed by

Robert H. Judd

Landowner signature

Date

Dwayne B. Bore

Date

5/5/86

Witnessed by

Mary P. Judd

Landowner signature

Date

5/5/86

Two witnesses required.

When this application is signed by the landowner(s) and duly witnessed it shall become a permanent part of the deed record for this parcel and shall constitute a lien to secure payment of the land use change tax to the State of Vermont upon development of the parcel. Landowner shall bear the recording cost.

White - Town Clerk

Canary - Property Valuation &amp; Review Division

Pink - Assessing Official

Goldenrod - Landowner

TROY, VT. TOWN CLERK'S OFFICE May 6 1986AT 8:00 O'CLOCK A. M.

RECEIVED THE FOREGOING INSTRUMENT

OF WHICH IS A TRUE COPY

ATTEST Jeanne E. Benson

Troy, VT. Town Clerk

## FARMLAND USE VALUE APPRAISAL

Application Form

## PLEASE READ INSTRUCTIONS ON BACK

## SECTION 1. To be completed by landowner

TOWN OF: Troy

1. Name of landowner(s) Robert H. Judd Sr. & Mary P. Judd  
 2. Date of application (must be filed by Sept. 1 for eligibility the next year) 9/1/86  
 3. Property location Troy, VT.  
 4. Grand List description of total parcel  
 Address R.F.D. Box 273C  
North Troy, VT. 05859

## 5. Identification and description of Farmland to be appraised at use value

Everything which was previously in Agricultural Category I to be transferred to the Farmland Category.

A map must be submitted by March 1 according to the instructions on the back.

6. If any of this land is to be transferred from the Agricultural Category to the Farmland Category, describe land to be transferred.

☒ All Farmland described in 5 above, or \_\_\_\_\_ acres described as \_\_\_\_\_

The Farmland to be transferred must also be indicated on the map due March 1.

## 7. Productivity Class

Acres

Listers' Revisions

These acreage descriptions are to be reviewed by the town assessing officials.

Tillable I	<u>32</u>	<u>32</u>
II	<u>11</u>	<u>11</u>
III	<u>7</u>	<u>7</u>
Non tillable	<u>2</u>	<u>2</u>
Non productive	<u>2</u>	<u>2</u>
	<u>52</u>	

I hereby certify the above information and the attached map to be true correct and complete to the best of my knowledge, and that I qualify as a farmer as defined in Chapter 124 of 32 VSA. (See back for explanation)

Landowner signature

Date

Landowner signature

Date

## SECTION 2. To be completed by town assessing officials

We hereby certify the applicant's farmland is eligible for use value appraisal with (some) (no) changes. Revisions made by the assessing officials are indicated in the "Revisions" columns above.

Dorothy M. Mink 7/2/86 Marcel Labbe 9/2/86  
 Date Date Date Date  
Dorothy Mink 9/2/86  
 Signatures of Assessing Officials Date

Parcel identification number \_\_\_\_\_

## SECTION 3. To be completed by landowner after approval by assessing officials

I hereby certify that I intend to have the land, described and approved (as submitted) (as revised by assessing officials) enrolled as Farmland for a minimum of three tax years according to the provisions of 32 VSA, Chapter 124.

Landowner signature

Date

Landowner signature

Date

(s) Robert H. Judd, sr. 4/8/87 (s) Mary P. Judd 4/8/87

Canary — Property Valuation &amp; Review Division

White — Town Clerk

Pink — Assessing Official

Goldenrod — Landowner

TROY, VT. TOWN CLERK'S OFFICE April 28, 87

AT 8:00 O'CLOCK A M

RECEIVED THE FOREGOING INSTRUMENT  
 OF WHICH IS A TRUE COPY

ATTEST Joie Smith  
 Asst. Town Clerk

48  
420

WORKING FARM TAX ABATEMENT PROGRAM	
Application Form	
PLEASE READ INSTRUCTIONS ON COVER PAGE	
Section 1. To be completed by landowner (Please print or type - Provide all information or this application will be returned)	
1. NAME OF LANDOWNER (list all persons holding record title to this parcel):	3. APPLICATIONS MUST BE POSTMARKED OR DELIVERED IN PERSON TO PROPERTY VALUATION AND REVIEW, 43 RANDALL STREET, WATERBURY, VT 05676, BY SEPTEMBER 1. ENCLOSE A RECORDING FEE CHECK FOR \$6.00 AND 3 COPIES OF MAP OF PROPERTY.
2. LANDOWNER'S MAILING ADDRESS:	4. PROPERTY LOCATED IN TOWN OF (if located in more than one town, file a separate application for each town):
6. LISTER'S PARCEL ID NUMBER OR TOWN TAX MAP NUMBER:	5. SPECIFIC LOCATION OF PROPERTY (example: north side of intersection of Town Road #12 and Town Road #14):
7. GRAND LIST DESCRIPTION OF TOTAL PARCEL (copy the description of your property from your town's Grand List):	
8. ACCORDING TO YOUR TOWN'S GRAND LIST, HOW MANY TOTAL ACRES IN THIS PARCEL DO YOU OWN?	
9. REQUIRED EXCLUSIONS: from the total acres in question 8, how many acres are you required to exclude from this program because they are not eligible? (see instructions):	
10. OTHER EXCLUSIONS: if you wish to exclude other potentially eligible land (see instructions) list the number of these acres and justify below why this exclusion will not affect the viability of the farm as a working unit:	
JUSTIFICATION:	
11. TOTAL LAND TO BE APPRAISED AT USE VALUE: (subtract lines 9 and 10 from line 8)	12. EXCLUDED PORTIONS (To prevent you from being charged a penalty in the future on excluded land, precisely describe each portion of land that is excluded on lines 9 and 10 - attach additional sheets if necessary):
13. ANSWER THE FOLLOWING QUESTIONS: ELIGIBILITY/QUALIFICATIONS	
A. Is all of the land that is the subject of this application in the same ownership?	
B. Are all portions of the land that are the subject of this application physically contiguous, unless separated by road, stream, town line, or right-of-way?	
C. Do you derive at least half your gross income from farming, and thus qualify as a farmer?	
D. If you are not a farmer, but are leasing this land to a farmer, do you have a written lease of at least 3 years and does the farmer you are leasing to make at least half his/her gross income from farming (if yes, attach copy of lease to this application)?	
E. If a corporation or other business entity holds title to the farm, is at least 50% of the corporate stock or other ownership interest in the property owned or controlled by farmers or their immediate family?	
SECTION 2. To be completed by landowner(s) - ALL LANDOWNERS MUST SIGN	
I hereby certify that (I am a farmer) (my land is leased to a farmer) and that I intend to have all my property as described on this application, appraised at use value and enrolled in the Vermont Working Farm Tax Abatement Program, except that portion specifically excluded on lines 9 and 10; and after that, my heirs or assigns, are subject to the provisions of 32 V.S.A. Chapter 124 and its regulations and use values. I understand that I must notify the Housing and Conservation Board and the Director of Property Valuation and Review in writing if I intend to convert to non farm use part or all of the enrolled property. I further understand that upon receiving notification or upon discovery of conversion to non farm use, the Board shall have the right to purchase all the property enrolled in the program, or, by mutual agreement, a larger or smaller parcel. Within 6 months of converting enrolled or formerly enrolled property to non farm use, I understand that I must pay to the Commissioner of Taxes an amount equal to the total benefits received during the 5 years preceding the date of conversion. If I sell my property to the Board, the amount of repayment due will be deducted from the purchase price.	
When this application is approved by the state, the owner will be notified of the Property's use value for the first year. The eligible property is formally enrolled in the program as of the day of grievance hearing for that town in which the parcel is located, unless a formal appeal has been received by the Director of Property Valuation and Review. If approved application will be recorded in the land records of the municipality and will serve as NOTICE to others that the State of Vermont holds the right to purchase the enrolled property if any of it is converted to non farm use. The landowner shall bear the recording cost. The owner's obligation to notify the State and to repay benefits, and the Board's right of purchase shall run with the land.	
Section 3. To be completed by Director	
From the information herein certified by the applicant, I have determined that the applicant's land is eligible for the Working Farm Tax Abatement Program.	

TRIOY, VT. TOWN CLERK'S OFFICE Aug. 24th 89  
AT 3:40 o'clock PM  
RECEIVED THE FOLLOWING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST Deborah Mearns  
Not. Town Clerk

AGRICULTURAL LAND, FOREST LAND, CONSERVATION LAND AND FARM BUILDINGS USE VALUE APPRAISAL APPLICATION FORM		FORM LU-AFCFB Rev. 1997																																																												
<p>PLEASE READ INSTRUCTIONS ON COVER PAGE - Do not separate this form.</p> <p>Section 1: To be completed by landowner (Please Print or Type - Provide all information, and return all copies of this application will be returned).</p>																																																														
<p>1. NAME OF LANDOWNER (list all persons holding record title to this parcel):</p> <p><u>Kolame &amp; Rose Mary Mayhew</u></p> <p><u>RD 2 Box 266</u></p> <p><u>NORTH TOWN, VT 05859</u></p>	<p>3. APPLICATIONS MUST BE POSTMARKED OR DELIVERED TO PROPERTY VALUATION AND REVIEW, 43 RANDALL STREET, WATERBURY VT 05676-1512, BY SEPTEMBER 1. ENCLOSE A RECORDING FEE CHECK FOR \$6.00 AND 3 COPIES OF MAP.</p>																																																													
<p>2. LANDOWNER'S MAILING ADDRESS:</p> <p><u>As above</u></p> <p>PHONE: <u>744-6879</u></p>	<p>4. PROPERTY LOCATED IN TOWN OF (if located in more than one town, file a separate application for each town):</p> <p><u>Town</u></p>																																																													
<p>6. LISTER'S PARCEL ID NUMBER OR TOWN TAX MAP NUMBER:</p> <p><u>11043-11</u></p>	<p>5. SPECIFIC LOCATION OF PROPERTY (example: north side of intersection of Town Road #14):</p> <p><u>100 ft. from approx 3 mi. S. Farm</u></p>																																																													
<p>7. ACCORDING TO YOUR TOWN'S GRAND LIST, HOW MANY TOTAL ACRES IN THIS PARCEL DO YOU OWN? <u>209.3</u> ACRES</p>																																																														
<p>8. FROM THE TOTAL ACRES IN QUESTION 7, HOW MANY ACRES, IF ANY, ARE YOU EXCLUDING FROM USE VALUE APPRAISAL? <u>2</u> ACRES. (At a minimum you must exclude: the 2 acres of land surrounding each dwelling, camp, mobile home, or other buildings not directly related to farming or forestry purposes; the actual acreage of any land used for a right-of-way; ice hunting or fishing, commercial mining, excavation or landfill activity, or other land not directly related to farming or forestry purposes.)</p>																																																														
<p>9. EXCLUDED PORTIONS: (To prevent you from being charged a penalty in the future on excluded land, precisely describe each portion of land that is on line 8)</p>																																																														
<p>10. TOTAL LAND TO BE APPRAISED AT USE VALUE:</p> <p><u>207.3</u> ACRES (Subtract line 8 from line 7)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>Acres</th> </tr> </thead> <tbody> <tr> <td>Agricultural land</td> <td><u>131.3</u></td> </tr> <tr> <td>Productive Forest land</td> <td><u>76</u></td> </tr> <tr> <td>Nonproductive Forest land</td> <td><u>0</u></td> </tr> </tbody> </table>	Category	Acres	Agricultural land	<u>131.3</u>	Productive Forest land	<u>76</u>	Nonproductive Forest land	<u>0</u>	<p>11. FARM BUILDINGS ACTIVELY USED BY A FARMER TO BE APPRAISED AT USE VALUE: Provide number of each type to be enrolled</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Barns</td> <td><u>1</u></td> </tr> <tr> <td>Greenhouses</td> <td><u>0</u></td> </tr> <tr> <td>Sheds</td> <td><u>2</u></td> </tr> <tr> <td>Silos</td> <td><u>1</u></td> </tr> <tr> <td>Sugarhouses</td> <td><u>0</u></td> </tr> <tr> <td>Other</td> <td><u>0</u></td> </tr> <tr> <td>Total</td> <td><u>4</u></td> </tr> </tbody> </table>		Category	Number	Barns	<u>1</u>	Greenhouses	<u>0</u>	Sheds	<u>2</u>	Silos	<u>1</u>	Sugarhouses	<u>0</u>	Other	<u>0</u>	Total	<u>4</u>																																				
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<p>SECTION 2: To be completed by landowner(s) - ALL LANDOWNERS MUST SIGN - if signature by other than owner(s), attach copy of recorded power of attorney or other recorded authorization.</p> <p>I hereby certify that I intend to have all my property described on this application appraised at use value except those portions specifically excluded on line 8. I acknowledge that I, my heirs or assigns, are subject to the provisions of 32 V.S.A. Chapter 124 and the regulations and use values as adopted and prescribed by the Current Use Advisory Board and state statutes. WHEN THIS APPLICATION IS SIGNED BY THE LANDOWNER(S) AND APPROVED BY THE STATE, IT SHALL BE RECORDED IN THE LAND RECORDS OF THE MUNICIPALITY AND SHALL CONSTITUTE A LIEN TO SECURE PAYMENT OF THE LAND USE CHANGE TAX TO THE MUNICIPALITY UPON DEVELOPMENT OF THE PARCEL. THE LIEN SHALL RUN WITH THE LAND. THE LANDOWNER SHALL BEAR THE RECORDING COST.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Owner Signature: <u>Rose Mary Mayhew</u></td> <td>Date: <u>1-21-98</u></td> </tr> <tr> <td>Owner Signature: <u>Kolame Mayhew</u></td> <td>Date: <u>1-21-98</u></td> </tr> <tr> <td>Owner Signature: _____</td> <td>Date: _____</td> </tr> </table>			Owner Signature: <u>Rose Mary Mayhew</u>	Date: <u>1-21-98</u>	Owner Signature: <u>Kolame Mayhew</u>	Date: <u>1-21-98</u>	Owner Signature: _____	Date: _____																																																						
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<p>SECTION 3: To be completed by Director</p> <p>From the information herein certified by the applicant, I have determined that the applicant's property is eligible for use value appraisal.</p> <p><u>4-15-98</u> Date: <u>William E. G...</u> DIRECTOR, Division of Property Valuation &amp; Review</p>																																																														
<p>White: Property Valuation and Review      Blue: Town      Green: County Forester      Goldenrod: Landowner</p>																																																														

RAY, VT. TOWN CLERK'S OFFICE Apr 24 1998  
 AT 8:00 A.M.  
 RECEIVED THE FOREGOING INSTRUMENT  
 OF WHICH IS A TRUE COPY.  
 ATTEST Glennie Benson  
asst Town Clerk



8/206

# TAX COLLECTOR'S LEVY

At the Town of Troy in the County of Orleans by virtue of the tax bills issued to me for collection of taxes assessed upon the Grand List of the Town of Troy for the year 2016, against the Taxpayers of the said Town of Troy, I gave said taxpayers due notice in writing by written notice seasonably mailed to each of them on, to wit, November 7, 2016, stating that said taxes were in my hands for collection, together with the amount of each said tax and further stating when and where the same were to be paid and demanding thereof, and now said taxes assessed upon the Grand List of CREED M. ALBRECHT & CARMELITA ALBRECHT; ETHAN BATHALON & VIRGINIA BATHALON; SERAFINO SAL CANINO & DEBORAH LEE CANINO; RANDY B. CARPENTER & DIXIE L. CARPENTER; FRED COULL; LINDA FULLAM & LYNNE HIMEON; HARD CLIMB FARM, LLC; MATTHEW HOLLISTER; RAYMOND LIMOGES & BECKY LIMOGES; JOHN MAYHEW & TRISHA MAYHEW; DAN MEYER; QUIROS FAMILY FARMS, INC.; NICOLE RICHARDSON; THOMAS TETREAULT; ROBERT TURCOTTE; BRADLEY R. WHITEHILL & KATHY A. WHITEHILL; and DANIEL WRIGHT & COLLEEN WRIGHT being wholly unpaid and said taxpayers having failed and neglected to pay their said taxes upon demand at the Town of Troy in said County, since I cannot find personal estate of the said delinquent taxpayers out of which said taxes may be satisfied, I levied and extended in the manner provided by law the foregoing warrants on the parcels of land situated in said Town of Troy aforesaid, hereinafter described for the nonpayment of taxes duly assessed, due and payable thereon payable to the Town of Troy more particularly hereinafter set forth, the said owners of said land against which said taxes were assessed having neglected and failed to pay the same, viz:

PARCEL NO. 1:

NAME OF TAXPAYER: CREED M. ALBRECHT & CARMELITA ALBRECHT

DESCRIPTION OF PROPERTY: It being all that portion of the same land and premises conveyed by Warranty Deed dated July 13, 2007 and recorded in Book 68, Pages 375-376 of the Town of Troy Land Records from Allan P. Albrecht to Creed M. Albrecht and Carmelita Albrecht which is located in the Town of Troy.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$480.51

PARCEL NO. 2:

NAME OF TAXPAYER: ETHAN BATHALON & VIRGINIA BATHALON

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 26, 2013 and recorded in Book 76, Pages 308-309 of the Town of Troy Land Records from David Descheneau and Amy Descheneau to Ethan Bathalon and Virginia Bathalon, with the exception of such interest in an underground utility easement as may have been conveyed by instrument dated October 8, 2013 and recorded in Book 76, Page 397 of the Town of Troy Land Records from Ethan Bathalon to Vermont Electric Cooperative, Inc. and Telephone Operating Company of Vermont LLC.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$7,011.30



PARCEL NO. 3:

NAME OF TAXPAYER: SERAFINO SAL CANINO & DEBORAH LEE CANINO  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Administrator's Deed dated May 20, 2006 and recorded in Book 66, Pages 519-520 of the Town of Troy Land Records from Margaret Kane, Administratrix of the Estate of Robert S. Kane, to Serafino Sal Canino and Deborah Lee Canino.  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$1,350.51

PARCEL NO. 4:

NAME OF TAXPAYER: RANDY B. CARPENTER & DIXIE L. CARPENTER  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated December 28, 1989 and recorded in Book 49, Pages 227-228 of the Town of Troy Land Records from Jean Paul Bonneau to Randy B. Carpenter and Dixie L. Carpenter.  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$2,868.82

PARCEL NO. 5:

NAME OF TAXPAYER: FRED COULL  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 19, 2010 and recorded in Book 71, Pages 474-475 of the Town of Troy Land Records from James R. Hilliker and Adam J. Hilliker to Fred Coull  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$1,107.67

PARCEL NO. 6:

NAME OF TAXPAYER: LINDA FULLAM & LYNNE HIMEON  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises the subject of a Partial Decree of Distribution issued by the Orleans District Probate Court on January 30, 2003 in the Estate of Matthias J. Brittain to Lynne Himeon and Linda Fullam, said Decree being recorded in Book 61, Page 371 of the Town of Troy Land Records.  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$2,903.33

PARCEL NO. 8:

NAME OF TAXPAYER: HARD CLIMB FARM, LLC  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated April 27, 2005 and recorded in Book 64, Page 586 of the Town of Troy Land Records from Roger J. Meunier and Deborah J. Meunier to Hard Climb Farm, LLC.  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$4,697.37

PARCEL NO. 9:

NAME OF TAXPAYER: MATTHEW HOLLISTER  
 DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Quit Claim Deed dated February 5, 1996 and recorded in Book 55, Page 16 of the Town of Troy Land Records from Alexander Misteroni to Matthew Hollister.  
 AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$793.35

PARCEL NO. 10:

NAME OF TAXPAYER: RAYMOND LIMOGES &amp; BECKY LIMOGES

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated June 5, 1984 and recorded in Book 42, Pages 95-96 of the Town of Troy Land Records from Joan G. Reynolds and William Brust Reynolds to Raymond Limoges and Becky Fletcher, now known as Becky Limoges.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$5,022.68

PARCEL NO. 11:

NAME OF TAXPAYER: JOHN MAYHEW &amp; TRISHA MAYHEW

DESCRIPTION OF PROPERTY: It being a 1990 mobile home, serial number 190856929AB, 24' by 40', located at 1530 Vermont Route 101 in the Town of Troy.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$930.22

PARCEL NO. 12:

NAME OF TAXPAYER: DAN MEYER

DESCRIPTION OF PROPERTY: It being a 1994 Champion mobile home, model Huntington, serial number 07-94-314C4858, 14' by 80', blue, located on Route 105 West in the Town of Troy.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$492.60

PARCEL NO. 16:

NAME OF TAXPAYER: QUIROS FAMILY FARMS, INC.

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 17, 2008 and recorded in Book 69, Pages 165-166 of the Town of Troy Land Records from Ariel Quiros and Okcha Quiros to Quiros Family Farms, Inc.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$6,776.82

PARCEL NO. 17:

NAME OF TAXPAYER: NICOLE RICHARDSON

DESCRIPTION OF PROPERTY: It being a 1992 Titan mobile home, Model 183, Serial Number 8204, 14' by 70', gray, located at 1458 Loop Road in the Town of Troy.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$448.77

PARCEL NO. 21:

NAME OF TAXPAYER: THOMAS TETREAULT

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 9, 2009 and recorded in Book 71, Page 296 of the Town of Troy Land Records from Michael S. Iula and Marsha Iula to Thomas Tetreault, with the exception of that certain easement conveyed by instrument dated September 21, 2009 and recorded in Book 71, Page 445 of the Town of Troy Land Records from Thomas Tetreault to Vermont Electric Cooperative, Inc.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$422.85

PARCEL NO. 22:

NAME OF TAXPAYER: ROBERT TURCOTTE

DESCRIPTION OF PROPERTY: It being all and the whole of the same

land and premises conveyed by Warranty Deed dated May 11, 1990 and recorded in Book 49, Pages 533-534 of the Town of Troy Land Records from Clifford L. Dillon, Jr. and Pamela M. Young to Robert Turcotte and Kathleen Turcotte, the therein of the said Kathleen Turcotte having been conveyed to Robert Turcotte by Quit Claim Deed dated October 7, 2000 and recorded in Book 59, Page 521 of the Town of Troy Land Records.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$1,207.90

PARCEL NO. 23:

NAME OF TAXPAYER: BRADLEY R. WHITEHILL & KATHY A. WHITEHILL

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 1, 1989 and recorded in Book 48, Pages 506-507 of the Town of Troy Land Records from John J. Dorazio, Jr. To Bradley R. Whitehill and Kathy A. Whitehill.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$675.04

PARCEL NO. 24:

NAME OF TAXPAYER: DANIEL WRIGHT & COLLEEN WRIGHT

DESCRIPTION OF PROPERTY: It being all and the whole of the same land and premises conveyed by Warranty Deed dated February 14, 2001 and recorded in Book 59, Pages 89-90 of the Town of Troy Land Records from Edward A. Hescok to Daniel Wright and Colleen Wright.

AMOUNT OF TAXES, COLLECTOR'S FEES, INTEREST AND COSTS: \$1,141.34

Dated at the Town of Troy, Vermont, this 10<sup>th</sup> day of August, 2017.

ATTEST:

*Terri A. Medley*

Terri A. Medley, Tax Collector for  
the Town of Troy, Vermont

TROY, VT TOWN CLERK'S OFFICE 8-10 2017  
AT 9:45 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST

*Dianne S. McQuarrie*  
ASST. Town Clerk

# NOTICE OF TAX SALE

The resident and non-resident owners, lien holders and mortgagees of lands in the Town of Troy and the Village of North Troy, municipalities having their situs in the County of Orleans and State of Vermont, are hereby notified that the taxes assessed by the said Town of Troy and Village of North Troy for the years 2015 and 2016, and for delinquent water and sewer charges, remain either in whole or in part unpaid on the following described land and premises in said town and village, to wit:

PARCEL NO. 1:

Name of Taxpayer: CREED M. ALBRECHT & CARMELITA ALBRECHT

Description of Property: It being all that portion of the same land and premises conveyed by Warranty Deed dated July 13, 2007 and recorded in Book 68, Pages 375-376 of the Town of Troy Land Records from Allan P. Albrecht to Creed M. Albrecht and Carmelita Albrecht which is located in the Town of Troy.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$480.51

PARCEL NO. 2:

Name of Taxpayer: ETHAN BATHALON & VIRGINIA BATHALON

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 26, 2013 and recorded in Book 76, Pages 308-309 of the Town of Troy Land Records from David Descheneau and Amy Descheneau to Ethan Bathalon and Virginia Bathalon, with the exception of such interest in an underground utility easement as may have been conveyed by instrument dated October 8, 2013 and recorded in Book 76, Page 397 of the Town of Troy Land Records from Ethan Bathalon to Vermont Electric Cooperative, Inc. and Telephone Operating Company of Vermont LLC.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$7,011.30

PARCEL NO. 3:

Name of Taxpayer: SERAFINO SAL CANINO & DEBORAH LEE CANINO

Description of Property: It being all and the whole of the same land and premises conveyed by Administrator's Deed dated May 20, 2006 and recorded in Book 66, Pages 519-520 of the Town of Troy

Land Records from Margaret Kane, Administratrix of the Estate of Robert S. Kane, to Serafino Sal Canino and Deborah Lee Canino.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$1,350.51

PARCEL NO. 4:

Name of Taxpayer: RANDY B. CARPENTER & DIXIE L. CARPENTER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated December 28, 1989 and recorded in Book 49, Pages 227-228 of the Town of Troy Land Records from Jean Paul Bonneau to Randy B. Carpenter and Dixie L. Carpenter.

YEAR OR DELINQUENCY  
2016 TOWN  
2016 VILLAGE

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$2,868.82  
1,036.03

PARCEL NO. 5:

Name of Taxpayer: FRED COULL

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 19, 2010 and recorded in Book 71, Pages 474-475 of the Town of Troy Land Records from James R. Hilliker and Adam J. Hilliker to Fred Coull

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$1,107.67

PARCEL NO. 6:

Name of Taxpayer: LINDA FULLAM & LYNNE HIMEON

Description of Property: It being all and the whole of the same land and premises the subject of a Partial Decree of Distribution issued by the Orleans District Probate Court on January 30, 2003 in the Estate of Matthias J. Brittain to Lynne Himeon and Linda Fullam, said Decree being recorded in Book 61, Page 371 of the Town of Troy Land Records.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$2,903.33

PARCEL NO. 7:

Name of Taxpayer: CHARLES L. HAMMOND, JEAN E. HAMMOND & JESSE L. HAMMOND

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated October 20, 2000 and recorded in Book 58, Pages 526-527 of the Town of Troy Land Records from Harvey J. Pelletier and Lucienne T. Pelletier to Charles L. Hammond, Jean E. Hammond and Jesse L. Hammond.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$799.23

PARCEL NO. 8:

Name of Taxpayer: HARD CLIMB FARM, LLC

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated April 27, 2005 and recorded in Book 64, Page 586 of the Town of Troy Land Records from Roger J. Meunier and Deborah J. Meunier to Hard Climb Farm, LLC.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$4,697.37

PARCEL NO. 9:

Name of Taxpayer: MATTHEW HOLLISTER

Description of Property: It being all and the whole of the same land and premises conveyed by Quit Claim Deed dated February 5, 1996 and recorded in Book 55, Page 16 of the Town of Troy Land Records from Alexander Misteroni to Matthew Hollister.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$ 793.35
2016 VILLAGE	221.55
VILLAGE WATER & SEWER	2,209.42

PARCEL NO. 10:

Name of Taxpayer: RAYMOND LIMOGES & BECKY LIMOGES

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated June 5, 1984 and recorded in Book 42, Pages 95-96 of the Town of Troy Land Records from Joan G. Reynolds and William Brust Reynolds to Raymond Limoges and Becky Fletcher, now known as Becky Limoges.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$5,022.68

PARCEL NO. 11:

Name of Taxpayer: JOHN MAYHEW &amp; TRISHA MAYHEW

Description of Property: It being a 1990 mobile home, serial number 190856929AB, 24' by 40', located at 1530 Vermont Route 101 in the Town of Troy.

YEAR OR DELINQUENCY

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$930.22

PARCEL NO. 12:

Name of Taxpayer: DAN MEYER

Description of Property: It being a 1994 Champion mobile home, model Huntington, serial number 07-94-314C4858, 14' by 80', blue, located on Route 105 West in the Town of Troy.

YEAR OR DELINQUENCY

2015 TOWN

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$750.65

492.60

PARCEL NO. 13:

Name of Taxpayer: PAUL J. PATENAUDE &amp; LESLIE C. PATENAUDE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated May 28, 2002 and recorded in Book 60, Pages 367-369 of the Town of Troy Land Records from Poulin Lumber, Inc. to Paul J. Patenaude and Leslie C. Patenaude.

YEAR OR DELINQUENCY

2016 VILLAGE

VILLAGE WATER &amp; SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$3,500.39

453.57

PARCEL NO. 14:

Name of Taxpayer: GINA L. PINGREE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated February 19, 1993 and recorded in Book 53, Page 86 of the Town of Troy Land Records from Ruth M. Jones to Daniel Robert Meyer and Gina L. Meyer, the interest therein of the said Daniel Robert Meyer having been decreed unto Gina Meyer by virtue of a Final Order and Decree of Divorce issued by the Orleans Superior Court in the matter entitled *Gina Meyer vs. Dan Meyer*, Docket No. 59-4-01 Osdm, said Order being dated July 24, 2002 and having been recorded in Book 76, Pages 187-188 of the Town of Troy Land Records on August 21, 2013.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$1,619.37

PARCEL NO. 15:

Name of Taxpayer: RICHARD W. POST, III

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 25, 2002 and recorded in Book 61, Pages 172-174 of the Town of Troy Land Records from Thomas A. Methuin, Trustee of Oak Street Realty Trust to Richard W. Post, III.

YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$1,103.17

PARCEL NO. 16:

Name of Taxpayer: QUIROS FAMILY FARMS, INC.

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 17, 2008 and recorded in Book 69, Pages 165-166 of the Town of Troy Land Records from Ariel Quiros and Okcha Quiros to Quiros Family Farms, Inc.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$6,776.82

PARCEL NO. 17:

Name of Taxpayer: NICOLE RICHARDSON

Description of Property: It being a 1992 Titan mobile home, Model 183, Serial Number 8204, 14' by 70', gray, located at 1458 Loop Road in the Town of Troy.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$448.77

PARCEL NO. 18:

Name of Taxpayer: JEAN M. ROUTHIER & ELIZABETH A. ROUTHIER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated November 26, 1985 and recorded in Book 43, Pages 357-359 of the Town of Troy Land Records from Jean M. Routhier, Daniel L. Routhier and Joseph Paul Routhier to Jean M. Routhier and Elizabeth A. Routhier.



YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$539.56

PARCEL NO. 19:

Name of Taxpayer: JEAN M. ROUTHIER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 19, 1979 and recorded in Book 40, Page 241 of the Town of Troy Land Records from Camille Routhier and Leontine Routhier to Jean Routhier, with the exception of that portion thereof conveyed by Warranty Deed dated June 12, 1989 and recorded in Book 48, Pages 360-361 of the Town of Troy Land Records from Jean Routhier to the State of Vermont.

YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$555.73

PARCEL NO. 20:

Name of Taxpayer: WILLIAM STARR

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated October 21, 1997 and recorded in Book 56, Pages 188-189 of the Town of Troy Land Records from Jack Starr and Ila Starr to William Starr.

YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$464.48

PARCEL NO. 21:

Name of Taxpayer: THOMAS TETREAULT

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 9, 2009 and recorded in Book 71, Page 296 of the Town of Troy Land Records from Michael S. Iula and Marsha Iula to Thomas Tetreault, with the exception of that certain easement conveyed by instrument dated September 21, 2009 and recorded in Book 71, Page 445 of the Town of Troy Land Records from Thomas Tetreault to Vermont Electric Cooperative, Inc.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$422.85

PARCEL NO. 22:

Name of Taxpayer: ROBERT TURCOTTE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated May 11, 1990 and recorded in Book 49, Pages 533-534 of the Town of Troy Land Records from Clifford L. Dillon, Jr. and Pamela M. Young to Robert Turcotte and Kathleen Turcotte, the therein of the said Kathleen Turcotte having been conveyed to Robert Turcotte by Quit Claim Deed dated October 7, 2000 and recorded in Book 59, Page 521 of the Town of Troy Land Records.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,207.90

PARCEL NO. 23:

Name of Taxpayer: BRADLEY R. WHITEHILL & KATHY A. WHITEHILL

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 1, 1989 and recorded in Book 48, Pages 506-507 of the Town of Troy Land Records from John J. Dorazio, Jr. To Bradley R. Whitehill and Kathy A. Whitehill.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$675.04

PARCEL NO. 24:

Name of Taxpayer: DANIEL WRIGHT & COLLEEN WRIGHT

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated February 14, 2001 and recorded in Book 59, Pages 89-90 of the Town of Troy Land Records from Edward A. Hescok to Daniel Wright and Colleen Wright.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,141.34

And such lands and premises will be sold at public auction at the Troy Town Clerk's Office, 142 Main Street, North Troy, Vermont, a public place within said municipalities, on the 13<sup>th</sup> day of September, 2017, as per the following schedule:

PARCEL NO. 1- 9:30 A.M.	PARCEL NO. 2- 9:33 A.M.
PARCEL NO. 3- 9:36 A.M.	PARCEL NO. 4- 9:39 A.M.
PARCEL NO. 5- 9:42 A.M.	PARCEL NO. 6- 9:45 A.M.
PARCEL NO. 7- 9:48 A.M.	PARCEL NO. 8- 9:51 A.M.
PARCEL NO. 9- 9:54 A.M.	PARCEL NO. 10- 9:57 A.M.
PARCEL NO. 11- 10:00 A.M.	PARCEL NO. 12- 10:03 A.M.
PARCEL NO. 13- 10:06 A.M.	PARCEL NO. 14- 10:09 A.M.
PARCEL NO. 15- 10:12 A.M.	PARCEL NO. 16- 10:15 A.M.
PARCEL NO. 17- 10:18 A.M.	PARCEL NO. 18- 10:21 A.M.
PARCEL NO. 19- 10:24 A.M.	PARCEL NO. 20- 10:27 A.M.

PARCEL NO. 21- 10:30 A.M.  
PARCEL NO. 23- 10:36 A.M.

PARCEL NO. 20- 10:33 A.M.  
PARCEL NO. 20- 10:39 A.M.

unless such taxes and delinquent water and sewer charges respectively assessed against the aforesaid properties, together with costs, interest and fees, shall have been previously paid.

Pursuant to Title 32, Section 5254 (b), Vermont Statutes Annotated, an owner of property being sold for taxes may request in writing, not less than twenty-four (24) hours prior to the tax sale, that only a portion of the property be sold. Such request must clearly identify the portion of the property to be sold, and must be accompanied by a certification from the district environmental commission and the Town of Troy zoning administrative officer that the portion identified may be subdivided and meets the minimum lot size requirements. In the event that the portion so identified by the taxpayer cannot be sold for the amount of the unpaid tax and costs, then the entire property will be sold to pay such unpaid tax and costs.

Town of Troy taxpayers are further advised of their right to have a hearing before the Town of Troy Board for the Abatement of Taxes in accordance with the provisions of Title 24, Section 1535, Vermont Statutes Annotated. Taxpayers wishing to have such a hearing must contact the Troy Town Clerk to request such a hearing.

Village of North Troy taxpayers are further advised of their right to have a hearing before the Village of North Troy Board for the Abatement of Taxes in accordance with the provisions of Title 24, Section 1535, Vermont Statutes Annotated. Taxpayers wishing to have such a hearing must contact the Clerk of the Village of North Troy to request such a hearing.

Dated at the Village of North Troy in the Town of Troy, Vermont, this 10<sup>th</sup> day of August, 2017.

ATTEST:

Terri A. Medley  
Terri A. Medley, Tax Collector for  
the Town of Troy, Vermont

ATTEST:

Susan Hansen  
Susan Hansen, Tax Collector for the  
Village of North Troy, Vermont

TROY, VT TOWN CLERK'S OFFICE 8-10 2017  
AT 9:45 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST

Diann S. McQuinn

Town Clerk

83/304

## NOTICE OF TAX SALE

The resident and non-resident owners, lien holders and mortgagees of lands in the Town of Troy and the Village of North Troy, municipalities having their situs in the County of Orleans and State of Vermont, are hereby notified that the taxes assessed by the said Town of Troy and Village of North Troy for the years 2015 and 2016, and for delinquent water and sewer charges, remain either in whole or in part unpaid on the following described land and premises in said town and village, to wit:

### PARCEL NO. 1:

Name of Taxpayer: CREED M. ALBRECHT & CARMELITA ALBRECHT

Description of Property: It being all that portion of the same land and premises conveyed by Warranty Deed dated July 13, 2007 and recorded in Book 68, Pages 375-376 of the Town of Troy Land Records from Allan P. Albrecht to Creed M. Albrecht and Carmelita Albrecht which is located in the Town of Troy.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$483.48

### PARCEL NO. 2:

Name of Taxpayer: ETHAN BATHALON & VIRGINIA BATHALON

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 26, 2013 and recorded in Book 76, Pages 308-309 of the Town of Troy Land Records from David Descheneau and Amy Descheneau to Ethan Bathalon and Virginia Bathalon, with the exception of such interest in an underground utility easement as may have been conveyed by instrument dated October 8, 2013 and recorded in Book 76, Page 397 of the Town of Troy Land Records from Ethan Bathalon to Vermont Electric Cooperative, Inc. and Telephone Operating Company of Vermont LLC.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$7,085.44

### PARCEL NO. 3:

Name of Taxpayer: SERAFINO SAL CANINO & DEBORAH LEE CANINO

Description of Property: It being all and the whole of the same land and premises conveyed by Administrator's Deed dated May 20, 2006 and recorded in Book 66, Pages 519-520 of the Town of Troy

Land Records from Margaret Kane, Administratrix of the Estate of Robert S. Kane, to Serafino Sal Canino and Deborah Lee Canino.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,363.12

PARCEL NO. 4:

Name of Taxpayer: RANDY B. CARPENTER & DIXIE L. CARPENTER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated December 28, 1989 and recorded in Book 49, Pages 227-228 of the Town of Troy Land Records from Jean Paul Bonneau to Randy B. Carpenter and Dixie L. Carpenter.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$2,897.93
2016 VILLAGE	1,047.29

PARCEL NO. 5:

Name of Taxpayer: FRED COULL

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 19, 2010 and recorded in Book 71, Pages 474-475 of the Town of Troy Land Records from James R. Hilliker and Adam J. Hilliker to Fred Coull

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,117.47

PARCEL NO. 6:

Name of Taxpayer: LINDA FULLAM & LYNNE HIMEON

Description of Property: It being all and the whole of the same land and premises the subject of a Partial Decree of Distribution issued by the Orleans District Probate Court on January 30, 2003 in the Estate of Matthias J. Brittain to Lynne Himeon and Linda Fullam, said Decree being recorded in Book 61, Page 371 of the Town of Troy Land Records.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$2,932.65

PARCEL NO. 7:

Name of Taxpayer: CHARLES L. HAMMOND, JEAN E. HAMMOND & JESSE L. HAMMOND

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated October 20, 2000 and recorded in Book 58, Pages 526-527 of the Town of Troy Land Records from Harvey J. Pelletier and Lucienne T. Pelletier to Charles L. Hammond, Jean E. Hammond and Jesse L. Hammond.

YEAR OR DELINQUENCY

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$806.01

PARCEL NO. 8:

Name of Taxpayer: MATTHEW HOLLISTER

Description of Property: It being all and the whole of the same land and premises conveyed by Quit Claim Deed dated February 5, 1996 and recorded in Book 55, Page 16 of the Town of Troy Land Records from Alexander Misteroni to Matthew Hollister.

YEAR OR DELINQUENCY

2016 TOWN

2016 VILLAGE

VILLAGE WATER & SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$ 799.58

223.96

2,209.42

PARCEL NO. 9:

Name of Taxpayer: RAYMOND LIMOGES & BECKY LIMOGES

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated June 5, 1984 and recorded in Book 42, Pages 95-96 of the Town of Troy Land Records from Joan G. Reynolds and William Brust Reynolds to Raymond Limoges and Becky Fletcher, now known as Becky Limoges.

YEAR OR DELINQUENCY

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$5,074.39

PARCEL NO. 10:

Name of Taxpayer: JOHN MAYHEW & TRISHA MAYHEW

Description of Property: It being a 1990 mobile home, serial number 190856929AB, 24' by 40', located at 1530 Vermont Route 101 in the Town of Troy.

YEAR OR DELINQUENCY

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$938.42

PARCEL NO. 11:

Name of Taxpayer: DAN MEYER

Description of Property: It being a 1994 Champion mobile home, model Huntington, serial number 07-94-314C4858, 14' by 80', blue, located on Route 105 West in the Town of Troy.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2015 TOWN	\$756.18
2016 TOWN	497.96

PARCEL NO. 12:

Name of Taxpayer: PAUL J. PATENAUDE & LESLIE C. PATENAUDE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated May 28, 2002 and recorded in Book 60, Pages 367-369 of the Town of Troy Land Records from Poulin Lumber, Inc. to Paul J. Patenaude and Leslie C. Patenaude.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
VILLAGE WATER & SEWER	\$659.27

PARCEL NO. 13:

Name of Taxpayer: GINA L. PINGREE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated February 19, 1993 and recorded in Book 53, Page 86 of the Town of Troy Land Records from Ruth M. Jones to Daniel Robert Meyer and Gina L. Meyer, the interest therein of the said Daniel Robert Meyer having been decreed unto Gina Meyer by virtue of a Final Order and Decree of Divorce issued by the Orleans Superior Court in the matter entitled *Gina Meyer vs. Dan Meyer*, Docket No. 59-4-01 Osdm, said Order being dated July 24, 2002 and having been recorded in Book 76, Pages 187-188 of the Town of Troy Land Records on August 21, 2013.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,634.74

PARCEL NO. 14:

Name of Taxpayer: RICHARD W. POST, III

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 25, 2002 and recorded in Book 61, Pages 172-174 of the Town of Troy Land Records from Thomas A. Methuin, Trustee of Oak Street Realty Trust to Richard W. Post, III.

YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$1,103.17

PARCEL NO. 15:

Name of Taxpayer: QUIROS FAMILY FARMS, INC.

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 17, 2008 and recorded in Book 69, Pages 165-166 of the Town of Troy Land Records from Ariel Quiros and Okcha Quiros to Quiros Family Farms, Inc.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$6,848.57

PARCEL NO. 16:

Name of Taxpayer: NICOLE RICHARDSON

Description of Property: It being a 1992 Titan mobile home, Model 183, Serial Number 8204, 14' by 70', gray, located at 1458 Loop Road in the Town of Troy.

YEAR OR DELINQUENCY  
2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$451.74

PARCEL NO. 17:

Name of Taxpayer: JEAN M. ROUTHIER & ELIZABETH A. ROUTHIER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated November 26, 1985 and recorded in Book 43, Pages 357-359 of the Town of Troy Land Records from Jean M. Routhier, Daniel L. Routhier and Joseph Paul Routhier to Jean M. Routhier and Elizabeth A. Routhier.

YEAR OR DELINQUENCY  
TOWN SEWER

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS  
\$539.56

PARCEL NO. 18:

Name of Taxpayer: JEAN M. ROUTHIER

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated January 19, 1979 and recorded in Book 40, Page 241 of the Town of Troy Land Records from Camille Routhier and Leontine Routhier to Jean Routhier, with the exception of that portion thereof conveyed by Warranty Deed dated June 12, 1989 and recorded in Book 48, Pages 360-361 of the



Town of Troy Land Records from Jean Routhier to the State of Vermont.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
TOWN SEWER	\$555.73

PARCEL NO. 19:

Name of Taxpayer: WILLIAM STARR

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated October 21, 1997 and recorded in Book 56, Pages 188-189 of the Town of Troy Land Records from Jack Starr and Ila Starr to William Starr.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
TOWN SEWER	\$464.48

PARCEL NO. 20:

Name of Taxpayer: THOMAS TETREAULT

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 9, 2009 and recorded in Book 71, Page 296 of the Town of Troy Land Records from Michael S. Iula and Marsha Iula to Thomas Tetreault, with the exception of that certain easement conveyed by instrument dated September 21, 2009 and recorded in Book 71, Page 445 of the Town of Troy Land Records from Thomas Tetreault to Vermont Electric Cooperative, Inc.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$425.37

PARCEL NO. 21:

Name of Taxpayer: ROBERT TURCOTTE

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated May 11, 1990 and recored in Book 49, Pages 533-534 of the Town of Troy Land Records from Clifford L. Dillon, Jr. and Pamela M. Young to Robert Turcotte and Kathleen Turcotte, the therein of the said Kathleen Turcotte having been conveyed to Robert Turcotte by Quit Claim Deed dated October 7, 2000 and recorded in Book 59, Page 521 of the Town of Troy Land Records.

<u>YEAR OR DELINQUENCY</u>	<u>AMOUNT OF TAXES OR DELINQUENCY, COLLECTOR'S FEES, INTEREST AND COSTS</u>
2016 TOWN	\$1,218.95

PARCEL NO. 22:

Name of Taxpayer: BRADLEY R. WHITEHILL & KATHY A. WHITEHILL

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated September 1, 1989 and recorded in Book 48, Pages 506-507 of the Town of Troy Land Records from John J. Dorazio, Jr. To Bradley R. Whitehill and Kathy A. Whitehill.

YEAR OR DELINQUENCY

2016 TOWN

PARCEL NO. 23:

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$680.81

Name of Taxpayer: DANIEL WRIGHT & COLLEEN WRIGHT

Description of Property: It being all and the whole of the same land and premises conveyed by Warranty Deed dated February 14, 2001 and recorded in Book 59, Pages 89-90 of the Town of Troy Land Records from Edward A. Hescocock to Daniel Wright and Colleen Wright.

YEAR OR DELINQUENCY

2016 TOWN

AMOUNT OF TAXES OR DELINQUENCY,  
COLLECTOR'S FEES, INTEREST AND COSTS

\$1,151.83

And such lands and premises will be sold at public auction at the Troy Town Clerk's Office, 142 Main Street, North Troy, Vermont, a public place within said municipalities, on the 26<sup>th</sup> day of September, 2017, as per the following schedule:

PARCEL NO. 1- 9:30 A.M.	PARCEL NO. 2- 9:33 A.M.
PARCEL NO. 3- 9:36 A.M.	PARCEL NO. 4- 9:39 A.M.
PARCEL NO. 5- 9:42 A.M.	PARCEL NO. 6- 9:45 A.M.
PARCEL NO. 7- 9:48 A.M.	PARCEL NO. 8- 9:51 A.M.
PARCEL NO. 9- 9:54 A.M.	PARCEL NO. 10- 9:57 A.M.
PARCEL NO. 11- 10:00 A.M.	PARCEL NO. 12- 10:03 A.M.
PARCEL NO. 13- 10:06 A.M.	PARCEL NO. 14- 10:09 A.M.
PARCEL NO. 15- 10:12 A.M.	PARCEL NO. 16- 10:15 A.M.
PARCEL NO. 17- 10:18 A.M.	PARCEL NO. 18- 10:21 A.M.
PARCEL NO. 19- 10:24 A.M.	PARCEL NO. 20- 10:27 A.M.
PARCEL NO. 21- 10:30 A.M.	PARCEL NO. 22- 10:33 A.M.
PARCEL NO. 23- 10:36 A.M.	

unless such taxes and delinquent water and sewer charges respectively assessed against the aforesaid properties, together with costs, interest and fees, shall have been previously paid.

Pursuant to Title 32, Section 5254 (b), Vermont Statutes Annotated, an owner of property being sold for taxes may request in writing, not less than twenty-four (24) hours prior to the tax sale, that only a portion of the property be sold. Such request must clearly identify the portion of the property to be sold, and must be accompanied by a certification from the district

environmental commission and the Town of Troy zoning administrative officer that the portion identified may be subdivided and meets the minimum lot size requirements. In the event that the portion so identified by the taxpayer cannot be sold for the amount of the unpaid tax and costs, then the entire property will be sold to pay such unpaid tax and costs.

Town of Troy taxpayers are further advised of their right to have a hearing before the Town of Troy Board for the Abatement of Taxes in accordance with the provisions of Title 24, Section 1535, Vermont Statutes Annotated. Taxpayers wishing to have such a hearing must contact the Troy Town Clerk to request such a hearing.

Village of North Troy taxpayers are further advised of their right to have a hearing before the Village of North Troy Board for the Abatement of Taxes in accordance with the provisions of Title 24, Section 1535, Vermont Statutes Annotated. Taxpayers wishing to have such a hearing must contact the Clerk of the Village of North Troy to request such a hearing.

Dated at the Village of North Troy in the Town of Troy, Vermont, this 24<sup>th</sup> day of August, 2017.

ATTEST:

Terri A. Medley  
Terri A. Medley, Tax Collector for  
the Town of Troy, Vermont

ATTEST:

Susan Hansen  
Susan Hansen, Tax Collector for the  
Village of North Troy, Vermont

TROY, VT TOWN CLERK'S OFFICE 8-24 2017  
AT 10:00 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST:

Dianne S. McQuarrie  
ASST. Town Clerk

8/14/16

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 16-CV-21301-GAYLES

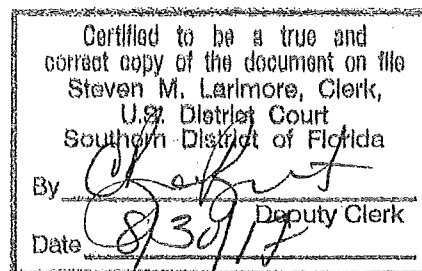
SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,  
WILLIAM STENGER,  
JAY PEAK, INC.,  
Q RESORTS, INC.,  
JAY PEAK HOTEL SUITES L.P.,  
JAY PEAK HOTEL SUITES PHASE II L.P.,  
JAY PEAK MANAGEMENT, INC.,  
JAY PEAK PENTHOUSE SUITES L.P.,  
JAY PEAK GP SERVICES, INC.,  
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,  
JAY PEAK GP SERVICES GOLF, INC.,  
JAY PEAK LODGE AND TOWNHOUSES L.P.,  
JAY PEAK GP SERVICES LODGE, INC.,  
JAY PEAK HOTEL SUITES STATESIDE L.P.,  
JAY PEAK GP SERVICES STATESIDE, INC.,  
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,  
AnC BIO VERMONT GP SERVICES, LLC,

UNDER SEAL



Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,  
GSI OF DADE COUNTY, INC.,  
NORTH EAST CONTRACT SERVICES, INC.,  
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.

**ORDER GRANTING PLAINTIFF SECURITIES AND  
EXCHANGE COMMISSION'S MOTION FOR APPOINTMENT OF RECEIVER**

WHEREAS Plaintiff Securities and Exchange Commission has filed a motion for the appointment of a Receiver over Defendants Jay Peak, Inc., Q Resorts, Inc., Jay Peak Hotel Suites L.P. ("Suites Phase I"), Jay Peak Hotel Suites Phase II L.P. ("Hotel Phase II"), Jay Peak Management, Inc. ("Jay Peak Management"), Jay Peak Penthouse Suites L.P. ("Penthouse Phase

III”), Jay Peak GP Services, Inc. (“Jay Peak GP Services”), Jay Peak Golf and Mountain Suites L.P. (“Golf and Mountain Phase IV”), Jay Peak GP Services Golf, Inc. (“Jay Peak GP Services Golf”), Jay Peak Lodge and Townhouses L.P. (“Lodge and Townhouses Phase V”), Jay Peak GP Services Lodge, Inc. (“Jay Peak GP Services Lodge”), Jay Peak Hotel Suites Stateside, L.P. (“Stateside Phase VI”), Jay Peak GP Services Stateside, Inc. (“Jay Peak GP Services”), Jay Peak Biomedical Research Park L.P. (“Biomedical Phase VII”), and AnC Bio Vermont GP Services, LLC (“AnC Bio Vermont GP Services”) (collectively “Corporate Defendants”) and Relief Defendants Jay Construction Management, Inc. (“JCM”), GSI of Dade County, Inc. (“GSI”), North East Contract Services, Inc. (“Northeast”), and Q Burke Mountain Resort, LLC (“Q Burke”) (collectively, “Relief Defendants”) with full and exclusive power, duty and authority to: administer and manage the business affairs, funds, assets, causes in action and any other property of the Corporate Defendants; marshal and safeguard all of their assets; and take whatever actions are necessary for the protection of the investors;

**WHEREAS**, the Commission has made a sufficient and proper showing in support of the relief requested;

**WHEREAS**, the Commission has submitted the credentials of a candidate to be appointed as Receiver of all of the assets, properties, books and records, and other items of the Corporate Defendants and Relief Defendants, including any properties, assets and other items held in their names or their principals’ names, and the Commission has advised the Court that this candidate is prepared to assume this responsibility if so ordered by the Court;

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that Michael Goldberg is hereby appointed the Receiver over Corporate Defendants and Relief Defendants, their subsidiaries, successors and assigns, and is hereby authorized, empowered, and directed to:

1. Take immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants, whatsoever and wheresoever located belonging to or in the possession of the Corporate Defendants and Relief Defendants, including but not limited to all offices maintained by the Corporate Defendants and Relief Defendants, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of the Corporate Defendants and Relief Defendants wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court;
2. Investigate the manner in which the affairs of the Corporate Defendants and Relief Defendants were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the Corporate Defendants and Relief Defendants and their investors and other creditors, as the Receiver deems necessary against those individuals, corporations, partnerships, associations and/or unincorporated organizations, which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in the Corporate Defendants and Relief Defendants, including the Corporate Defendants, the other Defendants, and the Relief Defendants, their officers, directors, employees, affiliates, subsidiaries, or any persons acting in concert or participation with them, or against any transfers of money or other proceeds directly or indirectly traceable from investors in the Corporate Defendants and Relief Defendants; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, recovery and/or avoidance of fraudulent transfers under Florida

Statute § 726.101, et. seq. or otherwise, rescission and restitution, the collection of debts, and such orders from this Court as may be necessary to enforce this Order;

3. Present to this Court periodic reports (no less than quarterly) reflecting the existence and value of the assets of the Corporate Defendants and Relief Defendants and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Corporate Defendants and Relief Defendants;

4. Appoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as the Receiver deems necessary and to fix and pay their reasonable compensation and reasonable expenses, as well as all reasonable expenses of taking possession of the assets and business of the Corporate Defendants and Relief Defendants, and exercising the power granted by this Order, subject to approval by this Court at the time the Receiver accounts to the Court for such expenditures and compensation. This includes a management company or companies necessary to the continued operation of the Jay Peak and Burke Mountain ski resorts, the Phase I-V projects, and the portion of Phase VI (the Stateside Hotel) that has been fully built, which the Receiver shall continue to operate for the benefit of investors subject to further order of this Court. The periodic reports shall specify to the Court the vendors and legal counsel appointed by the Receiver;

5. Engage persons in the Receiver's discretion to assist the Receiver in carrying out the Receiver's duties and responsibilities, including, but not limited to, the United States Marshal's Service or a private security firm;

6. Defend, compromise or settle legal actions, including the instant proceeding, in which the Corporate Defendants, the Relief Defendants or the Receiver are a party, commenced

either prior to or subsequent to this Order. The Receiver may also waive any attorney-client or other privilege held by the Corporate Defendants and Relief Defendants;

7. Assume control of, and be named as authorized signatory for, all accounts at any bank, brokerage firm or financial institution which has possession, custody or control of any assets or funds, wherever situated, of the Corporate Defendants and Relief Defendants and, upon order of this Court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary;

8. Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver's duties;

9. Have access to and review all mail of the Corporate Defendants and Relief Defendants and the mail of the other Defendants or Relief Defendants (except for mail that appears on its face to be purely personal or attorney-client privileged) received at any office or address of the Corporate Defendants and Relief Defendants. All mail addressed to the other Defendants or Relief Defendants that is opened by the Receiver and, upon inspection, is determined by the Receiver to be personal or attorney-client privileged, shall be promptly delivered to the addressee and the Receiver shall not retain any copy.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, in connection with the appointment of the Receiver provided for above:

10. The Corporate Defendants and Relief Defendants and all of their directors, officers, agents, employees, attorneys, attorneys-in-fact, shareholders, and other persons who are in custody, possession, or control of any assets, books, records, or other property of the



Corporate Defendants shall deliver forthwith upon demand such property, monies, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions which have possession, custody or control of any assets or funds in the name of or for the benefit of the Corporate Defendants;

11. All banks, brokerage firms, financial institutions, and other business entities which have possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of, the Corporate Defendants and Relief Defendants shall cooperate expeditiously in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver;

12. Unless authorized by the Receiver, the Corporate Defendants and Relief Defendants and their principals shall take no action, nor purport to take any action, in the name of or on behalf of the Corporate Defendants and Relief Defendants;

13. The Receiver further is authorized to take depositions, subpoena records, and other discovery. The Corporate Defendants and Relief Defendants and their principals, and respective officers, agents, employees, attorneys, and attorneys-in-fact shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of the Receiver's duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, and choses in action described above;

14. The Receiver, and any counsel whom the Receiver may select, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Corporate Defendants and Relief Defendants; said amount or amounts of

compensation shall be commensurate with their duties and obligations under the circumstances, subject to approval of the Court. The Receiver and his counsel shall file with the Court no less than quarterly an application for reasonable compensation and provide to the Commission and the Court a copy of the Commission's Standard Fund Accounting Report.

15. During the period of this receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings which involve the Receiver or which affect the property of the Corporate Defendants and Relief Defendants;

16. The Receiver is fully authorized to proceed with any filing the Receiver may deem appropriate under the Bankruptcy Code as to the Corporate Defendants and Relief Defendants;

17. Title to all property, real or personal, all contracts, rights of action and all books and records of the Corporate Defendants and Relief Defendants and their principals, wherever located within or without this state, is vested by operation of law in the Receiver;

18. Upon request by the Receiver, any company providing telephone services to the Corporate Defendants and Relief Defendants shall provide a reference of calls from any number presently assigned to the Corporate Defendants and Relief Defendants to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership;

19. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Corporate Defendants and Relief Defendants shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver;

20. The United States Postal Service is directed to provide any information requested by the Receiver regarding the Corporate Defendants and Relief Defendants, and to handle future deliveries of the mail of the Corporate Defendants and Relief Defendants as directed by the Receiver;

21. No bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets of the Corporate Defendants and Relief Defendants to the Receiver's control without the permission of this Court;

22. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence or greater, the Receiver shall not be liable for any loss or damage incurred by the Corporate Defendants and Relief Defendants or by the Receiver's officers, agents or employees, or any other person, by reason of any act performed or omitted to be performed by the Receiver in connection with the discharge of the Receiver's duties and responsibilities;

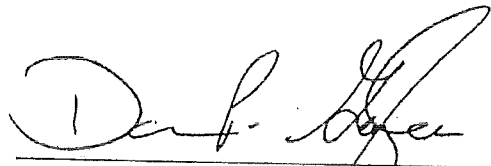
23. Service of this Order shall be sufficient if made upon the Corporate Defendants and Relief Defendants and their principals by personal service, facsimile or overnight courier;

24. In the event that the Receiver discovers that investor funds received by the Corporate Defendants and Relief Defendants have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds

and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds; and

25. This Court shall retain jurisdiction of this matter for all purposes.

**DONE AND ORDERED** in Chambers at Miami, Florida, this 13th day of April, 2016.

  
DARRIN P. GAYLES  
UNITED STATES DISTRICT JUDGE

TROY, VT TOWN CLERK'S OFFICE 9-20 2017  
AT 1:30 O'CLOCK P M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST Kianne S. McQuinn  
Asst. Town Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

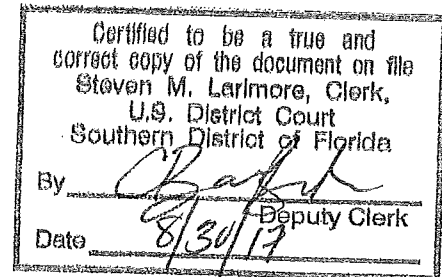
v.

ARIEL QUIROS,  
WILLIAM STENGER,  
JAY PEAK, INC.,  
Q RESORTS, INC.,  
JAY PEAK HOTEL SUITES L.P.,  
JAY PEAK HOTEL SUITES PHASE II. L.P.,  
JAY PEAK MANAGEMENT, INC.,  
JAY PEAK PENTHOUSE SUITES, L.P.,  
JAY PEAK GP SERVICES, INC.,  
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,  
JAY PEAK GP SERVICES GOLF, INC.,  
JAY PEAK LODGE AND TOWNHOUSES L.P.,  
JAY PEAK GP SERVICES LODGE, INC.,  
JAY PEAK HOTEL SUITES STATESIDE L.P.,  
JAY PEAK GP SERVICES STATESIDE, INC.,  
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,  
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,  
GSI OF DADE COUNTY, INC.,  
NORTH EAST CONTRACT SERVICES, INC.,  
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants.



**ORDER GRANTING RECEIVER'S MOTION TO EXPAND RECEIVERSHIP**

THIS MATTER comes before the Court upon receiver, Michael I. Goldberg's (the "Receiver") Emergency Motion to Expand Receivership [D.E. 44];

WHEREAS, the Receiver believes it is necessary to expand the Receivership to include two additional receivership entities: Q Burke Mountain Resort, Hotel and Conference Center, L.P. ("Q Burke, L.P.") and Q Burke Mountain Resort GP Services, LLC ("Q Burke GP, LLC") (jointly, the "Additional Receivership Entities");

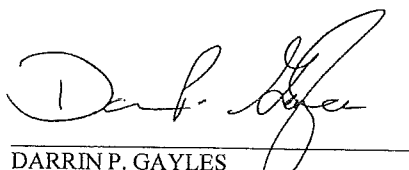
**WHEREAS**, the Court conducted a hearing on the Receiver's Motion to Expand the Receivership on April 22, 2016, at which time the Court was advised that all parties consent to the expansion of the receivership to include Q Burke, L.P. and Q Burke GP, LLC; and

**WHEREAS**, the Court finds that the Receiver has made a sufficient and proper showing in support of the relief requested;

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED**, as follows:

1. The Motion is **GRANTED**.
2. The receivership is expanded to include Q Burke, L.P. and Q Burke GP, LLC;
3. Michael Goldberg is hereby appointed the Receiver over Q Burke, L.P. and Q Burke GP, LLC, their subsidiaries, successors and assigns and is hereby authorized, empowered and directed to take all action set forth in or contemplated by the Receivership Order [D.E. 13] with respect to Q Burke, L.P. and Q Burke GP, LLC;
4. The Receivership Order [D.E. 13] shall apply to Q Burke, L.P. and Q Burke GP, LLC as if the Additional Receivership Entities were originally included in the Receivership Order;
5. Other than as set forth herein, the Receivership Order shall remain in full force and effect; and
6. This Court shall retain jurisdiction of this matter for all purposes.

**DONE AND ORDERED** in Chambers at Miami, Florida, this 22nd day of April, 2016.

  
 DARRIN P. GAYLES  
 UNITED STATES DISTRICT JUDGE

- 2 -

TROY, VT TOWN CLERK'S OFFICE 9-20-2017  
 AT 1:30 O'CLOCK P. M.  
 RECEIVED THE FOREGOING INSTRUMENT  
 OF WHICH IS A TRUE COPY.  
 ATTEST Marlene S. McQuarrie  
 ASST. Town Clerk

Warranty

Peter Phillips } Know all men by these presents, that I Peter  
 O. M. Bradley. } Phillips of Westfield in the County of Orleans and  
 and Dollars paid to my satisfaction by O. M. Bradley of Springfield  
 in the County of Hampden and State of Massachusetts by these  
 presents, freely give, grant, bargain, sell and convey to him and his  
 heirs and assigns forever a certain piece of land in Troy in the  
 County of Orleans and State of Vermont, described as follows:  
 Being Lot No. Sixty Two (62) in that part of Troy formerly granted to  
 John Kelley and being the same land conveyed to Peter Phillips by  
 Arthur H. Chase and Melissa Chase by their joint deed of warranty dated  
 27 December 1878 and recorded in said Records of Troy Book 12 Page 278  
 to which deed and the record thereof reference is hereby made for more  
 particular description, excepting only all the mineral rights in said premises.  
 To have and to hold said granted premises with the appurtenances  
 hereof forever, and I the said Peter Phillips do for myself and my heirs  
 executors and administrators, covenant with the said O. M. Bradley  
 & his heirs and assigns, that until the making of these presents, I am the  
 sole owner of the premises, and have good right and title to convey  
 the same in manner aforesaid, that they are free from incumbrance, and  
 I hereby engage to warrant and defend the same against all lawful  
 claims whatever.

Witness my hand and seal this 5th day of August, A.D. 1881.

In presence of  
 John Phillips }  
 F. B. Rogers }

Peter Phillips, L.S.

State of Vermont, Orleans County, ss.  
 At Troy this 5th day of August, A.D. 1881, Peter Phillips personally  
 appeared and acknowledged this instrument by him sealed and  
 subscribed, to be his free act and deed.

Before me,

F. B. Rogers, Notary Public

Town Clerk's Office,

Troy Vt. August 5th A.D. 1881. Received for record at 12  
 O'clock 30 minutes P.M. and the same was by me recorded.

A true copy.

Attest. F. B. Elkins Town Clerk.  
 Attest. F. B. Elkins Town Clerk.

RIGHT-OF-WAY DEED

541350

KNOW ALL PERSONS BY THESE PRESENTS that

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife, of Troy, County of  
Orleans and State of Vermont,

GRANTORS, in the consideration of the sum of One Dollar and  
other good and valuable consideration, paid to our full  
satisfaction by

ROBERT MILLARD and GRACE MILLARD,  
of Danby, County of Rutland and  
State of Vermont,

GRANTEES, by these presents do freely GIVE, GRANT, SELL, CONVEY  
AND CONFIRM unto the said GRANTEES,

ROBERT MILLARD and GRACE MILLARD,  
husband and wife, as tenants by the entirety,

and their heirs and assigns forever, a certain right-of-way in  
the Town of Troy, in the County of Orleans and State of  
Vermont, described as follows, viz:

Being a 30-foot wide right-of-way to be used as ingress  
and egress from the westerly side of Troy Town Road No. 28 to  
that 43-acre parcel of land conveyed to the said Robert Millard  
and Grace Millard by Robert Judd, Sr. and Mary P. Judd by  
Warranty Deed dated August 15, 1985 and recorded in Book 43 at  
Pages 171-173 of the Troy Land Records; said right-of-way  
hereby conveyed being more particularly described as follows:

The centerline of said 30-foot wide right-of-way begins at  
a point in the centerline of said Troy Town Road No. 28, which  
point is a distance of 208.4 feet in a general northerly direc-  
tion from the northeast corner of the farmhouse on the land of  
the said Peter Richardson and Kim Richardson; and the center-  
line of said 30-foot wide right-of-way extends on a bearing of  
S 53° 58' 54" W a distance of 291.2 feet to a point in the  
boundary fence line of said 43-acre parcel of land of the  
Grantees, which point is a distance of 308.1 feet in a general  
northwesterly direction from the northeast corner of the afore-  
said farmhouse. The aforesaid 30-foot wide right-of-way is as  
shown on a survey map of the Lands of Peter and Kim Richardson  
by Brow Surveying, Inc. dated April, 1995, Job No. 9508.

It is noted that this 30-foot wide right-of-way is in  
exchange for a 30-foot wide right-of-way being conveyed this  
date from the said Robert Millard and Grace Millard to the said  
Peter Richardson and Kim Richardson.

Reference is here made to the above-mentioned deeds and  
their records, and to all prior deeds and the records thereof,  
for a further and more complete description of the land and  
premises herein conveyed.

TO HAVE AND TO HOLD said granted right-of-way, with all  
the privileges and appurtenances thereof, to the said GRANTEES,

ROBERT MILLARD and GRACE MILLARD

and their heirs and assigns, to their own use and behoof  
forever; and we, the said GRANTORS,

PETER RICHARDSON and KIM RICHARDSON

for ourselves and our heirs, executors and administrators, do  
covenant with the said GRANTEES,

ROBERT MILLARD and GRACE MILLARD

and their heirs and assigns, that until the ensembling of these  
presents we are the sole owners of the right-of-way and have  
good right and title to convey the same in manner aforesaid,  
that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid;  
and we hereby engage to WARRANT AND DEFEND the same against all  
lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals  
this 21<sup>st</sup> day of April, 1995.

IN THE PRESENCE OF:

Tim Millard  
1st Witness to signatures

Peter Richardson  
PETER RICHARDSON

Craig M. Buchanan  
2nd Witness to signatures

Kim Richardson  
KIM RICHARDSON

STATE OF VERMONT )  
COUNTY OF ORLEANS ), ss.

At Danby, this  
21<sup>st</sup> day of April, 1995,

PETER RICHARDSON and KIM RICHARDSON personally appeared, and  
they acknowledged this instrument, by them sealed and sub-  
scribed, to be their free act and deed.

Before me, Craig M. Buchanan  
Notary Public

1995  
TROY, VT. TOWN CLERK'S OFFICE May 5 1995  
AT 8:00 O'CLOCK A.M.  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST Jeanne Richardson  
Asst. Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Rec'd...Tax Paid...Board of Health Cert. Rec'd...  
Land Use & Development Plans Act Cert. Rec'd.  
Return No. 95-28  
Signed J. Buchanan, Clerk  
Date 5-5-95



RIGHT-OF-WAY EASEMENT

57/419

KNOW ALL PERSONS BY THESE PRESENTS that we,

ROLAND MAYHEW and ROSEMARY MAYHEW,  
husband and wife, of Troy, County of  
Orleans and State of Vermont,

GRANTORS, in the consideration of the sum of One Dollar and  
other good and valuable consideration, paid to our full  
satisfaction by

D & D LOGGING, a Vermont partnership  
having an office at North Troy, County  
of Orleans and State of Vermont,

GRANTEE, by these presents do freely GIVE, GRANT, SELL, CONVEY  
AND CONFIRM unto the said GRANTEE,

D & D LOGGING

and its successors and assigns forever, a certain right-of-way  
in the Town of Troy, in the County of Orleans and State of  
Vermont, described as follows, viz:

Being a 20-foot wide right-of-way easement over a portion  
of that land conveyed to the Grantors herein, the said Roland  
Mayhew and Rosemary Mayhew, by Peter Richardson and Kim  
Richardson by Warranty Deed dated April 21, 1995, and recorded  
in Book 54 at Pages 352-353 of the Land Records of the Town of  
Troy, Vermont; said 20-foot wide right-of-way lying adjacent to  
and northerly of that 30-foot wide right-of-way which was  
granted by Peter Richardson and Kim Richardson to Robert  
Millard and Grace Millard by Right-of-Way Deed dated April 21,  
1995, and recorded in Book 54 at Page 350 of the Land Records  
of the Town of Troy, Vermont; it being intended hereby to  
create in D & D Logging, its successors and assigns, a right-  
of-way having a total width of 50 feet when added to the  
aforesaid 30-foot wide right-of-way which is being conveyed by  
Warranty Deed of approximately even date herewith from Robert  
Millard and Grace Millard to D & D Logging, its successors and  
assigns.

Reference is here made to the above-mentioned deeds and  
their records, and to all prior deeds and the records thereof,  
for a further and more complete description of the land and  
premises herein conveyed.

TO HAVE AND TO HOLD said granted right-of-way, with all  
the privileges and appurtenances thereof, to the said GRANTEE,

D & D LOGGING

and its successors and assigns, to their own use and behoof  
forever; and we, the said GRANTORS,

ROLAND MAYHEW and ROSEMARY MAYHEW

for ourselves and our heirs, executors and administrators, do  
covenant with the said GRANTEE,

D & D LOGGING

and its successors and assigns, that until the ensembling of  
these presents we are the sole owners of the aforesaid land and  
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 we hereby engage to WARRANT AND DEFEND  
the same against all lawful claims whatever, except as  
aforesaid.

IN WITNESS WHEREOF, we herunto set our hands and seals  
this 1st day of May, 1999.  
June

IN THE PRESENCE OF:

Anna Leeland  
Witness to both signatures

Roland Mayhew  
ROLAND MAYHEW

Rosemary Mayhew  
ROSEMARY MAYHEW

STATE OF VERMONT )  
COUNTY OF ORLEANS ), ss.

At Norport, this  
1st day of May, 1999,

ROLAND MAYHEW and ROSEMARY MAYHEW personally appeared, and they  
acknowledged this instrument, by them sealed and subscribed, to  
be their free act and deed.

Before me, Anna Leeland  
Notary Public

1999, VT. TOWN CLERK'S OFFICE Jul 1 1999

AT 8:00 O'CLOCK A. M.

RECEIVED THE FOREGOING INSTRUMENT

OF WHICH IS A TRUE COPY.

ATTEST Jeanne Harrison  
Asst. Town Clerk

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

---ACKNOWLEDGMENT---  
Return Rec'd. Tax Paid--Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 99-46  
Signed J. Harrison, Clerk  
Date Jul 1, 1999

RIGHT OF FIRST REFUSAL

This Right of First Refusal is made and entered into on the date hereinafter set forth by and between ROLAND MAYHEW and ROSEMARY MAYHEW, husband and wife of Town of Troy, Orleans County, Vermont, hereinafter Sellers and ARMAND PION and LINDA PION, husband and wife of Town of Barton, Orleans County, Vermont, hereinafter Buyers.

WHEREAS, Sellers have this day sold to Buyers certain lands and premises consisting of a dairy farm located on the Loop Road in the Town of Troy; and

WHEREAS, Sellers have retained a portion of the subject lands and premises consisting of a parcel of land containing 10.1 acres, more or less, upon which Sellers intend to construct a primary residence; and

WHEREAS, a part of the consideration for said farm, Sellers have agreed to grant a right of first refusal to purchase said retained lot to Buyers;

NOW, THEREFORE, in consideration of the premises and for One Dollar and Other Good and Valuable Consideration it is hereby agreed as follows:

1. Sellers shall reserve a 10.1 acre lot in the Warranty Deed from Sellers to Buyers which conveys Sellers' dairy farm on the Loop Road in Troy, Vermont.

2. The Sellers hereby agree that the Buyers shall have a Right of First Refusal to purchase the lands and premises consisting of a 10.1 acre lot, together with such buildings and improvements as may be constructed thereon in the future for the same price and upon the same terms as said lands and premises may in the future be offered by the Sellers to any bona fide purchaser.

3. Sellers shall notify Buyers or the survivor of them, at anytime they desire to sell the above described lands and premises. Said notice shall be sent to Buyers by Certified Mail, Return Receipt Requested and shall include the selling price and terms of any bona fide offer to purchase said lands and premises which has been made to Sellers.

5. Buyers or the survivor of them shall notify Sellers of their intention to exercise this Right of First Refusal in writing via Certified Mail within fifteen (15) days of the date on which written notice was mailed to them by Sellers.

6. In the event Buyers fail to give notice of their intention to exercise this Right of First Refusal as provided herein, Sellers shall be free to convey said lands and premises free and clear of this Right of First Refusal.

7. Sellers and Buyers hereby agree that in the event Buyers do not exercise this Right of First Refusal, recording in the Land Records of a Certified Mail Receipt evidencing the mailing of notice to Buyers shall constitute conclusive evidence that Buyers have not exercised this Right of First Refusal.

DATED at St. Albans, Vermont, this 10<sup>th</sup> day of November, 2000.

IN PRESENCE OF:

[Signature]  
Witness to all signatures

Roland Mayhew  
ROLAND MAYHEW, Seller

Rosemary Mayhew  
ROSEMARY MAYHEW, Seller

Armand Pion  
ARMAND PION, Buyer

Linda Pion  
LINDA PION, Buyer

STATE OF VERMONT  
Franklin COUNTY, SS.

At St. Albans in said County and State, this 10<sup>th</sup> day of November, 2000, personally appeared ROLAND MAYHEW, ROSEMARY MAYHEW, ARMAND PION and LINDA PION, and they acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before me, [Signature]  
NOTARY PUBLIC

ROBERT B. CHUMILESKI, PC.  
ATTORNEY AT LAW  
7 GREEN PLACE  
NEWPORT, VERMONT

TROY, VT TOWN CLERK'S OFFICE Jan. 3, 2001  
AT 5:30 CLOCK PM  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST [Signature]  
Asst Town Clerk

11/2002

# APPROVAL AND ACCEPTANCE OF DEVELOPMENT RIGHTS IN REAL PROPERTY

Now come Howard Dean, M.D., Governor, and Leon C. Graves, Commissioner, the undersigned, and hereby approve and accept the Grant of Development Rights, and Conservation Restrictions for 209.2 acres, more or less, of land owned by Armand and Linda Pion located in the Town of Troy, Vermont, by the Vermont Department of Agriculture, Food and Markets. The Grant is recorded in the Land Records of the Town of Troy.

This action is taken pursuant to the authority vested in the Governor and the Commissioner of Agriculture by Title 6, Chapter 1, Section 14 of the Vermont Statutes Annotated.

STATE OF VERMONT

Date 11/6/02

Howard Dean  
Howard Dean, M.D.  
Governor

DEPARTMENT OF AGRICULTURE,  
FOOD AND MARKETS

Date November 1, 2002

Leon C. Graves  
Leon C. Graves  
Commissioner

TROY, VT TOWN CLERK'S OFFICE 11/2  
AT 8:00 O'CLOCK A.M.  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST Jeannette Benson  
asst. Town Clerk

## GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS, RIGHT OF FIRST REFUSAL and CONTINGENT RIGHT of the UNITED STATES of AMERICA

KNOW ALL PERSONS BY THESE PRESENTS that ARMAND R. PION and LINDA M. PION, of Troy, Orleans County, Vermont, on behalf of themselves and their heirs, executors, administrators, successors, and assigns (hereinafter "Grantors"), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to their full satisfaction, does freely give, grant, sell, convey, and confirm unto the VERMONT LAND TRUST, INC., a non-profit corporation organized under the laws of the State of Vermont, with its principal offices in Montpelier, Vermont, the VERMONT DEPARTMENT OF AGRICULTURE, FOOD AND MARKETS, an agency of the State of Vermont with its principal offices in Montpelier, Vermont, and the VERMONT HOUSING AND CONSERVATION BOARD, an independent board of the State of Vermont with its offices in Montpelier, Vermont, and their respective successors and assigns (hereinafter collectively "Grantees") as tenants in common, forever, the development rights, right of first refusal, a contingent right of the United States of America, and a perpetual conservation easement and restrictions (all as more particularly set forth below) in certain lands consisting of 208 acres, more or less, with the buildings and improvements situated thereon (hereinafter "Protected Property") located in the Town of Troy, Orleans County, State of Vermont, said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The development rights hereby conveyed to Grantees shall include all development rights except those specifically reserved by Grantors herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights hereby conveyed are rights and interests in real property pursuant to Title 10 V.S.A. Chapter 155, Section 6303. The conservation restrictions hereby conveyed to Grantees consist of covenants on the part of Grantors to do or refrain from doing, severally and collectively, the various acts set forth below, to the extent those acts relate to Grantors and not exclusively to Grantees. Grantors and Grantees acknowledge that the conservation restrictions constitute a servitude upon the land and run with the land.

### I. Purposes of the Grant.

Grantors and Grantees acknowledge that the Purposes of this Grant are as follows (hereinafter "Purposes of the Grant"):

1. Consistent with the goals set forth in 10 V.S.A. §6301, the primary purpose of this Grant is to conserve productive agricultural and forestry lands in order to facilitate active and economically viable farm use of the Protected Property now and in the future.
2. As a secondary objective, to encourage sustainable management of soil resources, to conserve scenic and natural resources associated with the Protected Property, to improve the quality of life for Vermonters, and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside.
3. The objective of encouraging sustainable management of soil resources will be further advanced by the Grantors' agreement to work cooperatively with the U.S. Department of Agriculture, Natural Resources Conservation Service ("NRCS") to limit soil erosion on highly erodible land in accordance with NRCS standards.

4. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- (a) 10 acres of prime agricultural soils;
- (b) 128 acres of agricultural soils of statewide significance;
- (c) 48 acres of managed forest;
- (d) 5,600 feet of frontage on Loop and Boudreau Roads, public highways with scenic vistas; and
- (e) in the vicinity of eight (8) other properties previously protected by Grantees

Grantors and Grantees recognize these agricultural, silvicultural, scenic, and natural values of the Protected Property, and share the common purpose of conserving these values by the conveyance of conservation restrictions, development rights, and right of first refusal, to prevent the use, fragmentation, or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of these agricultural, silvicultural, scenic, and natural values. Grantees accept such conservation restrictions, development rights and right of first refusal in order to conserve these values for present and future generations.

In conveying the development rights, conservation easement and restrictions described herein to the Grantees, it is the intent of Grantors and Grantees that the interests conveyed herein

may serve as the local or State contribution or match to conserve other forestlands and wildlife habitat in Vermont under the Federal "Forest Legacy Program" described in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990.

## II. Restricted Uses of Protected Property.

The restrictions hereby imposed upon the Protected Property, and the acts which Grantors shall do or refrain from doing, are as follows:

1. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, or moved onto the Protected Property, except as specifically permitted under this Grant. The Protected Property shall be used for agricultural, forestry, educational, non-commercial recreation, and open space purposes only.

2. Each time that the agricultural land on the Protected Property lies fallow for more than two successive years (the "fallow land"), Grantors shall cooperate with Grantees, at Grantees' request, to maintain the fallow land in an open condition (meaning without trees and brush) and in active agricultural use. For example, Grantors shall permit access to the fallow land by Grantees and Grantees' contractors to crop, mow, or brush-hog. No obligation is hereby imposed upon Grantors or Grantees to maintain the fallow land in an open condition or in active agricultural use.

3. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Grantees, except as otherwise specifically permitted under this Grant, and as set forth in Schedule B attached hereto and incorporated herein. Grantees may grant permission for any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if they determine, in their sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Grant.

4. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property. Grantors, however, may erect and maintain reasonable: (a) signs indicating the name of the Protected Property, (b) boundary markers, (c) directional signs, (d) signs regarding hunting, fishing, trapping, trespassing on the Protected Property or signs otherwise regarding public access to the Protected Property, (e) memorial plaques, (f) temporary signs indicating that the Protected Property is for sale or lease, (g) signs informing the public that any agricultural or timber products are for sale or are being grown on the Protected Property, (h) political or religious signs, or (i) signs informing the public of a home occupation or profession approved pursuant to Section III below, or an accessory use approved pursuant to Section III below. Grantees, with the permission of Grantors, may erect and maintain signs designating the Protected Property as land under the protection of Grantees.

5. The placement, collection, or storage of trash, refuse, human waste, or any other unsightly or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantees in their sole discretion. The storage and spreading of compost, manure, lime, or other fertilizer for agricultural practices and purposes, the storage of feed, and the temporary storage of trash in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

6. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

7. (a) The Grantors shall work cooperatively with NRCS to develop and implement a conservation plan that converts Highly Erodible Land to a less intensive use. Highly Erodible Land (HEL) means land that has an erodibility index of 8 or more, as defined in 7 CFR 12.2 (January 1, 2001).

(b) The standards for the HEL conservation plan are as follows:

- i. HEL fields will be treated to tolerable soil loss levels to the extent possible but not to exceed 2 times the tolerable soil loss level (2T) based on the dominant highly

- erodible map unit in the HEL field; or
- ii. For crop fields that will be converted from permanent hayland to cropland after the date of this Grant, a HEL determination will be made by NRCS and if the field is HEL then paragraph 7(b)(1) shall apply.
- iii. For crop fields that will be converted from woodland after the date of this Grant, a HEL determination will be made by NRCS and if the field is HEL erosion will be controlled to tolerable soil loss levels (T) for the dominant highly erodible map unit in the field.
- iv. The conservation plan will be based on the NRCS Field Office Technical Guide.

By executing this Grant, Grantors acknowledge that these standards apply exclusively to the HEL conservation plan required by this Grant. If Grantors participate in other conservation programs, such programs may require Grantors to develop and implement different soil conservation practices for the Protected Property.

(c) The HEL conservation plan must be fully implemented within three years of the date of this Grant.

(d) NRCS, its successors or assigns, upon reasonable notice to the Grantors, shall have the right to enter on the Protected Property to periodically monitor Grantors' compliance with the HEL conservation plan required by this Grant. In the event that NRCS becomes aware of an event or circumstance of non-compliance with the HEL conservation plan, NRCS shall give notice to Grantors of such non-compliance and demand corrective action by Grantors sufficient to abate such event or circumstance. If Grantors deny NRCS reasonable access to the Protected Property, such action shall be deemed an event or circumstance of non-compliance with the HEL conservation plan.

(e) In the event of noncompliance with the HEL conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the HEL conservation plan, NRCS will inform Grantee VHC of the Grantors' noncompliance. In accordance with paragraph VI(2), Grantee VHC shall take all reasonable steps (including efforts at securing voluntary compliance, and if necessary, appropriate legal action) to secure compliance with the HEL conservation plan following written notification from NRCS that (i) there is a substantial, ongoing event or circumstance of non-compliance with the HEL conservation plan, and (ii) NRCS has worked with the Grantors to correct such non-compliance.

(f) If the HEL standards are revised as a result of a statutory change in the Farmland Protection Program (16 U.S.C. 3830 note; Public Law 104-127) and the Secretary of the U.S. Department of Agriculture applies the revised HEL standards retroactively to all Farmland Protection Program participants, then the Grantors and NRCS shall work cooperatively to develop and implement a mutually acceptable HEL conservation plan that is reasonably practicable because:

- i. It is both technically and economically feasible;
- ii. It is based on local resource conditions and available conservation technology; and
- iii. It is cost effective when considering the short-term and long-term economic viability of the Protected Property as an operating farm.

8. The Protected Property shall not be subdivided or conveyed in separate parcels, nor shall ownership of the residences or other buildings on the Protected Property be separated from the ownership of the Protected Property without the prior written approval of Grantees, which approval may be granted, conditioned or denied in Grantees' sole discretion except as otherwise specifically permitted in this Grant.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant. Grantors and Grantees acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantees, therefore, in their sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

### III. Permitted Uses of the Protected Property.

Notwithstanding the foregoing, Grantors shall have the right to make the following uses of the Protected Property:

1. The right to establish, re-establish, maintain, and use cultivated fields, orchards, and pastures together with the right to construct, maintain, and repair fences and access roads for these purposes, all in accordance with sound agricultural practices and sound husbandry principles; provided, however, that Grantors shall obtain Grantees' prior written approval to clearcut forest land to establish fields, orchards or pastures. Grantees approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant.

2. The right to conduct maple sugaring operations, and the right to harvest timber and other wood products, together with the right to construct and maintain roads necessary for both such activities, in accordance with sound forestry practices and in accordance with a forest management plan for which Grantors have received the prior written approval of Grantees. Grantors may conduct maple sugaring operations, and may harvest firewood for heating residences and structures located on the Protected Property, both on existing woods roads only, without submission and approval of a plan. Grantees' approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans are consistent with the Purposes of this Grant.

3. The right to construct, maintain, repair, renovate, replace, enlarge, rebuild, and use new and existing barns, sugar houses, or similar non-residential structures or facilities, together with necessary access drives and utilities for agricultural and forestry uses, on the Protected Property; provided, however, that (a) the structures are used exclusively for agricultural or forestry purposes, and (b) any new construction, other than normal maintenance and repair, has been approved in writing in advance by Grantees. Grantees' approval shall not be unreasonably withheld or conditioned; provided, however, that the structure or other improvement is located in a manner which is consistent with the Purposes of this Grant.

4. The right to use, maintain, establish, construct, and improve water sources, courses, and bodies within the Protected Property for uses permitted in this Grant; provided, however, that Grantors do not unnecessarily disturb the natural course of the surface water drainage and runoff flowing over the Protected Property. Grantors may disturb the natural water flow over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion or improve the agricultural potential of areas used for agricultural purposes, but shall do so in a manner that has minimum impact on the natural water flow and is otherwise consistent with the Purposes of this Grant. The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantees, which approval shall not be unreasonably withheld or conditioned; provided, however, that such pond or reservoir is located in a manner which is consistent with the Purposes of this Grant.

5. The right to clear, construct, and maintain trails for non-commercial walking, horseback riding, skiing, and other non-commercial, non-motorized recreational activities within and across the Protected Property, all in a manner consistent with the Purposes of this Grant. Snowmobiling may be permitted at the discretion of Grantors.

6. The right to maintain, repair, renovate, replace, enlarge, rebuild, and use: (a) the existing single-family dwelling for residential purposes, (b) the existing farm buildings for non-residential, agricultural uses, (c) the existing non-residential appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, and (d) construct, maintain, repair, renovate, replace, enlarge, rebuild, use and occupy new farm buildings for non-residential, agricultural uses and appurtenant structures and improvements, including drives and utilities, normally associated with a dwelling or farm, all within the designated Farmstead Complex without the prior written approval of Grantees. The Farmstead Complex is an area consisting of 9 acres, more or less, and is more particularly described in Schedule C attached hereto and incorporated herein, and is depicted on a plan entitled "Vermont Land Trust - Pion Farm, Town of Troy, Orleans Co., VT" (hereinafter "Pion Farm Plan") held by Grantees. Grantors shall notify Grantees in writing prior to commencing construction on any new structure or improvement within the Farmstead Complex.

appurtenant non-residential structures and improvements, including drives and utilities, normally associated with a residence; provided, however, that the farm labor housing unit shall be (a) occupied by Grantors or at least one person who is a member of Grantors' family or who is employed on the farm, and (b) located in the area depicted as Farmstead Complex on the Pion Farm Plan, and described in Schedule C attached hereto and incorporated herein. In the event the farm labor housing unit is not required for housing a farm employee, Grantors, or a member of Grantors' family, Grantors may rent the unit to other persons for successive lease terms not to exceed one year each, but shall not otherwise transfer ownership or possession of the farm labor housing unit. The farm labor housing unit shall not be conveyed separately from the Protected Property, but may be subdivided with the prior written approval of Grantees if such subdivision is required by state or local regulation. Grantees, in their sole discretion, may permit, in a written letter of approval, an alternative FLH site; provided, however, such an alternative FLH site is (i) located in a manner consistent with the Purposes of this Grant as stated in Section I, above, and (ii) found by Grantees to have no greater negative impact on the conservation values underlying the Purposes of this Grant than the original FLH site.

8. The right to conduct any gainful home occupation or profession in the residences referred to in this Section III, above; provided, however, that any such activity is (a) confined within the residences, and (b) conducted primarily by persons who reside in the residences. Grantors shall not engage in any home occupation or profession in said residences without first securing the prior written permission of Grantees, which permission may be conditioned, withheld or revoked if Grantees determine, in their sole discretion, that the home occupation or profession would be or is inconsistent with the Purposes of this Grant.

9. The right to engage in accessory uses of the Protected Property; provided, however, that such accessory uses are (a) related to the principal agricultural, forestry, or open space uses of the Protected Property, and (b) in the aggregate subordinate and customarily incidental to those principal uses. Grantors shall not engage in any accessory use of the Protected Property without first securing the prior written permission of Grantees, which permission may be conditioned, withheld, or revoked if Grantees determine, in their sole discretion, that the accessory use would be or is inconsistent with the Purposes of this Grant.

10. The right to construct, maintain, repair, replace and use wastewater systems and potable water supplies (collectively "systems") on the Protected Property. The systems shall be only for the benefit of buildings or structures permitted under this Section III within the designated Farmstead Complex. Any such systems may be constructed, maintained, operated, repaired and replaced on the Protected Property only if there does not exist within the Farmstead Complex any suitable location for such systems, under the then applicable law or regulations, as determined by a licensed designer, as defined in the wastewater system and potable water supply rules, retained at Grantors' sole cost and expense. Grantors shall first obtain the written approval of Grantee for the location of such systems on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that:

- a) All reasonable attempts to locate the systems within the Farmstead Complex in a manner that complies with the then current state and local laws and regulations are exhausted; and
- b) Such systems are located in a manner consistent with the Purposes of the Grant and especially minimize the loss of agricultural soils; and
- c) Such systems are designed by a licensed designer, as defined in the wastewater system and potable water supply rules, retained at Grantors' sole cost and expense, certified by the licensed designer as complying with the wastewater system and potable water supply rules, installed in compliance with wastewater system and potable water supply rules, certified by an installer or a licensed designer as being installed in accordance with the certified design, and approved in accordance with all the then applicable State and Local ordinances, statutes and regulations.

If Grantors are required by law to replace or improve such systems, then Grantors shall obtain the prior written approval of Grantee for the replacement or improvements required, which approval shall not be unreasonably withheld or conditioned; provided, however, that any such replacement or improvements are consistent with the Purposes of this Grant.

#### **IV. Enforcement of the Restrictions.**

Grantees shall make reasonable efforts from time to time to assure compliance by Grantors with all of the covenants and restrictions herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property. In the event that a Grantee becomes aware of an event or circumstance of non-compliance with this Grant, Grantees shall give notice to Grantors and the other Grantees of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action by Grantors sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantors shall, at Grantees' request, reimburse Grantees for all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If the court determines that Grantors have failed to comply with this Grant, Grantors shall reimburse Grantees for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that Grantors have not failed to comply with this Grant and that one or more of Grantees have initiated litigation without reasonable cause or in bad faith, then the Grantee(s) who commenced the court proceedings shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees; provided, however, that this clause shall not apply to any Grantee protected by the doctrine of sovereign immunity. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings.

No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantors shall impair Grantees' rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, when the event or circumstance of non-compliance occurred after said prior owner's ownership or control of the Protected Property terminated.

#### V. Right of First Refusal.

Grantors hereby give to Grantees, jointly and severally, a Right of First Refusal to purchase the Protected Property, which Right shall be of perpetual duration. The conditions of this Right of First Refusal shall be such that whenever Grantors receive a written offer from a person or persons to purchase all or any part of the Protected Property, and Grantors accept said offer subject to this Right of First Refusal, Grantors shall deliver to Grantees by certified mail, return receipt requested, a duplicate original of the written offer, together with such other instruments as may be required to show the bona fides of the offer. Any Grantee may elect to purchase the Protected Property at the offered price and upon such other terms and conditions not less favorable to Grantors than those contained in the conditionally accepted offer by giving to Grantors by certified mail, return receipt requested, written notice of such election within ninety (90) days after delivery of the offer to Grantees. In the event that more than one Grantee exercises the Right of First Refusal, the Vermont Housing and Conservation Board shall have first priority, the Department of Agriculture, Food and Markets second priority, and the Vermont Land Trust, Inc., third priority. If none of Grantees elect to meet such conditionally accepted offer within the ninety (90) day period, Grantors may unconditionally accept the offer as written.

This Right of First Refusal shall not apply to (a) any gift, inheritance, or other transfer of the Protected Property, without consideration, or (b) any sale or other conveyance of the Protected Property to any of Grantors' family (as hereinafter defined). The Right of First Refusal shall apply to all other sales and conveyances of the Protected Property, including any sale or conveyance for consideration of any interest in the Protected Property including any conveyance by, or conveyance of any interest in a family corporation, partnership or other holding entity.

#### VI. Contingent Right of United States of America.

By acceptance of this Grant, Vermont Housing and Conservation Board ("VHCB") covenants and agrees that:

- 1) VHCB shall not voluntarily terminate, transfer or otherwise divest itself of all right, title or interest in this Grant without the prior, written consent of the Secretary of the United States Department of Agriculture ("the Secretary"). In the event that VHCB attempts to terminate, transfer or otherwise divest itself of all right, title or interests in this Grant without the prior written consent of the Secretary and payment of consideration to the United States, then at the option of the United States, all of VHCB's right, title and interest in this Grant shall become vested in the United States; and
- 2) VHCB shall periodically monitor the Protected Property to assure compliance with the terms and conditions of this Grant and, if an event of non-compliance or violation is discovered, VHCB shall take all reasonable steps to secure compliance with this Grant, including efforts at securing voluntary compliance and, if necessary, appropriate legal action.
- 3) VHCB shall provide written notice to NRCS of all minor amendments to the terms and conditions of this Grant. Any such amendment shall be consistent with the purposes of this Grant.

In the event that VHCB fails to enforce this Grant, the United States has a right to enforce this Grant, which right, if exercised by the United States upon such non-compliance with sections VI(1) or VI(2) of this Grant, shall be exercised by mailing a written notice (the "Notice") by certified mail to Grantees or the last known address of any successors or assigns. Said Notice shall declare that the right of enforcement is being exercised and shall state the specific event of non-compliance which caused the action. Grantees shall have a period of sixty (60) days from the date of their receipt of said Notice to correct the non-compliance. If, in the reasonable opinion of the United States, the non-compliance is not cured within said sixty (60) day period, the United States' right of enforcement shall become final.

The rights of the United States contained in this Section shall not terminate or otherwise alter VHCB's independent interest as a Grantee hereunder (except as provided in paragraph VI(1)) and the rights of the United States contained in this Section shall not terminate or otherwise alter the independent interests or rights of enforcement of other Grantees.

#### VII. Miscellaneous Provisions.

1. Where Grantors are required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees. Grantors shall reimburse Grantees or Grantees' designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantees' approval; but not to include those costs which are expected and routine in scope. Upon the request of Grantors, Grantees shall deliver to Grantors, in written recordable form, any approval, disapproval, election, or waiver given by Grantees pursuant to this Grant.
2. It is hereby agreed that the construction of any buildings, structures, or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes, and regulations of the Town of Troy and the State of Vermont.
3. Grantees shall transfer the development rights, right of first refusal, and conservation easement and restrictions conveyed by Grantors herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.
4. In the event the development rights or conservation restrictions conveyed to Grantees herein are extinguished by eminent domain or other legal proceedings, Grantees shall be entitled to any proceeds which pertain to the extinguishment of Grantees' rights and interests. Any proceeds from extinguishment shall be allocated between Grantors and Grantees in accordance with the value of their respective interests as determined by an appraisal commissioned by Grantees at the time of extinguishment; provided, however, that the allocation of proceeds to Grantees shall be no less than 34.9% of the full fair market value of the Protected Property exclusive of the value of improvements. Grantees shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, agricultural, educational,

scientific, forestry and natural resources of the State through non-regulatory means.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantors shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantors shall also notify Grantees of the name(s) and address(es) of Grantors' successor(s) in interest.

6. Grantees shall be entitled to re-establish this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Troy Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§603 and 605.

7. While title is herein conveyed to Grantees as tenants in common, the rights and interests described in this Grant, including enforcement of the conservation easement and restrictions, may be exercised by Grantees collectively, or by any single Grantee individually; provided, however, that court enforcement action by a single Grantee shall foreclose action on the same issue(s) by the other Grantees who shall be bound by the final determination.

8. The term "Grantors" includes the heirs, executors, administrators, successors, and assigns of the original Grantors, Armand R. Pion and Linda M. Pion. The term "Grantees" includes the respective successors and assigns of the original Grantees, Vermont Land Trust, Inc., Vermont Department of Agriculture, Food and Markets, and Vermont Housing and Conservation Board. The term "family" includes: (a) any spouse of Grantors and any persons related to Grantors by blood to the 4th degree of kinship or by adoption, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly owned and controlled by Grantors or Grantors' family (as defined herein), (c) any estate of Grantors or Grantors' family, and (d) all owners of a Grantor corporation, partnership, trust or other entity who are related to each other by blood to the 4th degree of kinship or by adoption, together with spouses of family members.

9. Grantors shall pay all real estate taxes and assessments on the Protected Property and shall pay all other taxes, if any, assessed in lieu of or in substitution for real estate taxes on the Protected Property.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, right of first refusal and a perpetual conservation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantees, VERMONT LAND TRUST, INC., VERMONT DEPARTMENT OF AGRICULTURE, FOOD AND MARKETS, and VERMONT HOUSING AND CONSERVATION BOARD, their respective successors and assigns, to their own use and behoof forever, and the said Grantors, ARMAND R. PION and LINDA M. PION, for themselves and their heirs, executors, administrators, successors, and assigns, do covenant with the said Grantees, their successors and assigns, that until the enrolling 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 the premises are free from every encumbrance, except easements and use restrictions of record as set forth in Schedule B attached hereto and incorporated herein, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 31st day of December, 2002.

Signed, sealed, and delivered  
In The Presence Of:

Witness to ARP

Witness to LMP

STATE OF VERMONT  
ORLEANS COUNTY, ss.

GRANTORS

Armand R. Pion

Linda M. Pion

At Darby, this 31st day of December, 2002, Armand R. Pion and Linda M. Pion personally appeared and they acknowledged this instrument, by them sealed and subscribed,

subscribed, to be their free act and deed, before me.

Notary Public John P. Morrill  
My commission expires: 02/10/03.

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

Date 11/27/02

By: [Signature]  
Its Duly Authorized Agent

Approved by the NATURAL RESOURCES CONSERVATION SERVICE:

Date 11/26/02

By: [Signature]  
Its Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, ss.

At Catchpole, this 26th day of November, 2002, Jeffrey M. Sanders duly authorized agent of the Natural Resources Conservation Service, personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the Natural Resources Conservation Service, before me.

[Signature]  
Notary Public  
My commission expires: 02/10/03.



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**SCHEDULE A**  
**PROTECTED PROPERTY**

Being all and the same lands and premises, including farm buildings, conveyed to Grantors by warranty deed of Roland Mayhew and Rosemary Mayhew, dated November 10, 2000, and recorded in Book 59, Page 40 of the Troy Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the buildings and improvements thereon commonly known as the Pion Farm Plan and generally described as containing 208 acres, more or less, lying on both sides of Town Highway #28 (also known as Loop Road) and the northerly side of Town Highway #30 (also known as Bourdeau Road), in the Town of Troy, Vermont. Grantors and Grantees have used their best efforts to depict said farm based, without the benefit of a survey, on the Pion Farm Plan, which plan is held by the Vermont Land Trust in its Stewardship Office. Grantors and Grantees do not intend to imply any limitations on the area of land included in this description should a survey determine that additional land is also encumbered by the above description.

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**SCHEDULE B**  
**EASEMENTS AND USE RESTRICTIONS**

The Protected Property may be subject to the following easements and use restrictions of record:

1. Rights of the public and others entitled thereto to use that portion of the Protected Property lying within the boundaries of roads maintained by one or more of the town, state or federal jurisdictions for all purposes commonly used for roads in the State of Vermont.
2. Rights of the public to use waterways and bodies of water as implied by the Public Trust Doctrine.
3. Right of way conveyed to D&D Logging, dated June 1, 1999 and recorded in Book 57, Page 419. (20' wide)
4. Easement for pole line rights and spring rights referenced and recorded in Warranty Deed of Robert and Mary Judd, Sr. to Peter and Kim Richardson, dated August 15, 1985 and recorded in Book 43, Page 121.
5. Right of way conveyed to Robert and Grace Millard dated April 21, 1995 and recorded in Book 54, Page 350. (30' wide)
6. Agricultural Land, Forest Land and Farm Buildings Use Value Appraisal Application dated, April 15, 1998 and recorded in Book 56, Page 451.

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**SCHEDULE C**  
**FARMSTEAD COMPLEX**

The "Farmstead Complex" referred to in Section III(6) of this Grant is located on both sides of Loop Road and contains 9 acres, more or less, (not including the area in the road right of way which is assumed to be 3 rods wide), and the perimeter of which is more particularly described as follows:

Beginning at a point on the southerly sideline of the Loop Road right of way, said point being North 60° 47' West 461 feet, more or less, along the southerly sideline of the Loop Road right of way from a northwesterly corner of lands now or formerly of Peter and Kim Richardson; thence proceeding  
 South 32° 26' West 385 feet, more or less across the Protected Property to a northerly boundary of lands now or formerly of Robert and Grace Millard; thence turning right and proceeding  
 North 46° 21' West 625 feet, more or less, along the northerly boundary of lands now or formerly of Millard; thence turning right and proceeding  
 North 27° 26' East 275 feet, more or less, across the Protected Property to a point on the southerly sideline of the Loop Road right of way; thence proceeding  
 North 27° 26' East 53 feet, more or less, across Loop Road to a point on the northerly sideline of the Loop Road right of way; thence proceeding  
 North 27° 26' East 115 feet, more or less, across the Protected Property; thence turning right and proceeding  
 South 85° 37' East 209 feet, more or less, across the Protected Property; thence turning left and proceeding  
 North 47° 51' East 191 feet, more or less, across the Protected Property; thence turning right and proceeding  
 South 57° 09' East 250 feet, more or less, across the Protected Property; thence turning right and proceeding  
 South 17° 51' West 191 feet, more or less, across the Protected Property; thence turning left and proceeding  
 South 57° 09' East 118 feet, more or less, across the Protected Property; thence turning right and proceeding  
 South 32° 26' West 223 feet, more or less, across the Protected Property to a point on the northerly sideline of the Loop Road right of way; thence proceeding  
 South 32° 26' West 50 feet, more or less, across Loop Road to the point of beginning.

All bearings given are to "Grid North." All metes, bounds, and bearings are approximate. The Pion Farm Plan is based on Vermont Base Map Orthophoto Sheets. No monuments have been placed on the ground to mark the Farmstead Complex.

TROY, VT TOWN CLERK'S OFFICE 1/2 2003  
 AT 8:00 O'CLOCK A. M.  
 RECEIVED THE FOREGOING INSTRUMENT  
 OF WHICH IS A TRUE COPY,  
 ATTEST Jeanne Benneville  
 Town Clerk

Vermont Property Transfer Tax  
 32 V.S.A. Chap. 231  
**-ACKNOWLEDGMENT-**  
 Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
 Lt. Land Use & Development Plans Act Cert. Rec'd.  
 Return No. 03-1  
 Signed J. Benneville, Clerk  
 Date 1-2-03

00-58

# APPLICATION FOR ZONING PERMIT

## TOWN OF TROY AND VILLAGE OF NORTH TROY

Permit 2

Application No. 58-00 Date: 9/22/00

Applicant: Roland & Rose Marie Mayhew Address: 1294 Loop Rd Phone: 744-6829  
North Troy Vt.

Owner: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Lessee: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Proposed Construction: SUBDIVISION, 2 PARCELS, 10.1 ACRE LOT, 195 T ACRES. BALANCE  
House/garage/shed Proposed Use: Primary Residence  
(House, Sign, Shed, etc.)

Location: Loop Rd Troy Zone: RURAL Street Frontage: 1003

Size of Property: 10.1 AC Between property of: Talc Mines and R + R Farm

Structure Dimensions: 16-28x46 g-20x30 Height: ~16 First Floor Area: 1344 Sq feet  
Shed 20x30

Setback from Property Lines: Front: 300 ft Rear: 200 Side: 150 and 200

Source of Water and Sewage: drilled well, lease filed

Construction Start Date: 9/25/00 Estimated Date of Completion: 11/1/00

PERMIT TO BE ISSUED ON THE BASIS OF INFORMATION CONTAINED HEREIN, WHICH APPLICANT SWEARS TO BE TRUE TO THE BEST OF HIS KNOWLEDGE. ANY CHANGES, OR REVISIONS, OR MISREPRESENTATIONS WILL AUTOMATICALLY VOID SUCH PERMIT.

Date: 9/22/00 Signature of Applicant: Roland Mayhew

\*\*\*\*\* FOR ZONING ADMINISTRATOR USE \*\*\*\*\*

Forward for Planning Commission or Zoning Board action: Yes: ☒ No: \_\_\_\_\_

Site Plan Required: ☒ Planning Commission: ☒ Zoning Board of Adjustment: ☒

APPROVAL IS HEREBY: GRANTED: \_\_\_\_\_ DENIED: ☒ FORWARD TO BOARD

Date: 16 OCT 2000 Zoning Administrator: James T. Ferguson

Fees: Payable to the Zoning Administrator, \$ \_\_\_\_\_ if no hearing is required or \$ 206.00 if a hearing is required. Paid: \$ 206.00 Check No. 0212

THE APPLICANT OR ANY INTERESTED PERSON MAY APPEAL ANY DECISION OR ACTION TAKEN BY THE ZONING ADMINISTRATOR BY FILING A NOTICE OF APPEAL WITH THE SECRETARY OF THE BOARD OF ADJUSTMENT WITHIN FIFTEEN (15) DAYS OF THE DATE OF SUCH DECISION OR ACTION. A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE ZONING ADMINISTRATOR.

\*\*\*\*\* FOR BOARD ACTION \*\*\*\*\*

Planning Commission Recommendation: Grant: ☒ Disapprove: \_\_\_\_\_

Conditions, if any: NA

Date: 11/6/00 Planning Commission Chairman: Robert A. Stary

Zoning Board of Adjustment: Grant: ☒ Disapprove: \_\_\_\_\_

Conditions, if any: NA

Date: 11/6/00 Board of Adjustment Chairman: R. A. Stary

TROY, VT TOWN CLERK'S OFFICE Nov 9 20 00  
AT 9:50 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST [Signature]  
Town Clerk

Grantor Quinos / Quinos Family Farms, Inc

Location Leb Hrt Han Nor Lym Htl Tht Str Sha Wds Enf Can Pln Clr  
- Troy -

Client \_\_\_\_\_

File # \_\_\_\_\_

Initial MJ AH AS TJ PD  
EP JS

Date \_\_\_\_\_

From 68/510 10/20/07

To 9/20/18 12/30/18  
 am pm

Update Date

By:		am pm
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Current Year: J F M A M J J A S O N D

1900-09	25-29	40-44	55-59	70-74	85-89	90	93	96	99
10-19	30-34	45-49	60-64	75-79	90-94	91	94	97	00
20-24	35-39	50-54	65-69	80-84	95-99	92	95	98	01

CARDFILE DAYBOOK UNRECORDED UCC TAXES ATTACHMENTS UNKNOWN \_\_\_\_\_

Sum	Aff	Book/Page	Date	Deed	Description	Assign or Discharge
<input checked="" type="checkbox"/>	<input type="checkbox"/>	69/456	/ /	WD MD QC	<u>chuck</u> ✓	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	68/510-11	/ /	WD MD QC	<u>in</u> ✓	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83/206-9	/ /	WD MD QC	<u>tax Coll. Levy</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83/215-22	/ /	WD MD QC	<u>Notice / Tax Sale</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83/204-11	/ /	WD MD QC	<u>Notice / Tax Sale</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83/416-24	/ /	WD MD QC	<u>SEC</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	83/457	/ /	WD MD QC		
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20-24	35-39	50-54	65-69	80-84	95-99	92	95	98	01

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4A2/153-6	10/8/07	WD MD QC	Went/Arrived (Tonne)	→ 02/15/07 ✓
68 91011	/ /	WD MD QC	(out) ✓	
59/139	/ /	WD MD QC	RFR	
59/140	/ /	WD MD QC	(in) ✓	
59/142-5	11/10/00	WD MD QC	People's Tr Co. 1270,050	→ 01/10/07 ✓
61/149	12/26/02	WD MD QC	R.C./P.M.C.	10. Dev. R.R. / M.R. ✓
61/202-8	/ /	WD MD QC	Dev. R.R. )	
62/146	5/5/03	WD MD QC	J.O. / Amy Gilmore 7,150.98	→ 01/25/07 ✓
62/176	10/21/09	WD MD QC	61/ Gilmore	

Grantor

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From 59/352 5-5-85

To 59/40 1-3-01  
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1900-09	25-29	40-44	55-59	70-74	85-89	90	93	96	99			
10-19	30-34	45-49	60-64	75-79	90-94	91	94	97	00			
20-24	35-39	50-54	65-69	80-84	95-99	92	95	98	01			

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<input type="checkbox"/>	<input type="checkbox"/>	57/1416	6/11/89	WD MD QC	RR / Agway re: 20' ROW ✓	
<input type="checkbox"/>	<input type="checkbox"/>	57/1417	6/25/89	WD MD QC	RR / FTA " ✓	
<input type="checkbox"/>	<input type="checkbox"/>	57/1418	6/11/89	WD MD QC	RR / CNNA " ✓	
<input type="checkbox"/>	<input type="checkbox"/>	59/353-5	4/21/95	WD MD QC	CNNA 199,600 → RR. 59/197 (own) ✓	
<input type="checkbox"/>	<input type="checkbox"/>	59/138	11/10/06	WD MD QC	RR / CNNA re: own !!	
<input type="checkbox"/>	<input type="checkbox"/>	59/196	4/18/01	WD MD QC	RR / FTA re: 56/158 (own) ✓	
<input type="checkbox"/>	<input type="checkbox"/>	59/197	11/10/06	WD MD QC	RR / CNNA re: 59/353 (own) ✓	
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Grantor

*Mayhew*

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Grantor *D+K Richardson*

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From Book/Page Date

To 43/124 8-21-85

54/352 5-5-93  
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Current Year: J F M A M J J A S O N D

1900-09	25-29	40-44	55-59	70-74	85-89	90	93	96	99
10-19	30-34	45-49	60-64	75-79	90-94	91	94	97	00
20-24	35-39	50-54	65-69	80-84	95-99	92	95	98	01

CARDFILE DAYBOOK UNRECORDED UCC TAXES ATTACHMENTS UNKNOWN

Sum	Aff	Book/Page	Date	Deed	Description	Assign or Discharge
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	48/446	/ /	WD MD QC	<i>cu</i> ) ✓	
<input type="checkbox"/>	<input type="checkbox"/>	54/378	5/22/95	WD MD QC	①) March 94 w: 43/117-20 ✓	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	54/406	/ /	WD MD QC	<i>row-in</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	54/350	/ /	WD MD QC	<i>row deal</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	54/351-3	/ /	WD MD QC	<i>out</i> ✓	
<input type="checkbox"/>	<input type="checkbox"/>	43/116	/ /	WD MD QC	<i>reg. 4/11/7</i> ✓	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	43/121-3	/ /	WD MD QC	①) ✓	
<input type="checkbox"/>	<input type="checkbox"/>	43/117-20	8/15/85	WD MD QC	<i>Col. N. Dwy. Danville</i> #1254 ①) 54/297: March 94 ✓ ②) 54/378: (OK) ③) 54/379: March 94 ✓	
<input type="checkbox"/>	<input type="checkbox"/>	/	/ /	WD MD QC		
<input type="checkbox"/>	<input type="checkbox"/>	/	/ /	WD MD QC		





Grantor

R+M Judd

Client

File #

Initial

Date

MJ AH AS TJ PD  
EP JS

Location

Leb Hrt Han Nor Lym Htl Tht Str Sha Wds Enf Can Pln Clr

From

Book/Page Date

37/285

6-11-70

To

43/171

8-23-85  
am pm

Update Date

By:		am pm
By:		am pm
By:		am pm
By:		am pm

GI#	From	To
	B	E
	B	E
	B	E
	B	E

Current Year: J F M A M J J A S O N D

1900-09	25-29	40-44	55-59	70-74	85-89	90	93	96	99
10-19	30-34	45-49	60-64	75-79	90-94	91	94	97	00
20-24	35-39	50-54	65-69	80-84	95-99	92	95	98	01

CARDFILE DAYBOOK UNRECORDED UCC TAXES ATTACHMENTS UNKNOWN

Sum	Aff	Book/Page	Date	Deed	Description	Assign or Discharge
<input checked="" type="checkbox"/>	<input type="checkbox"/>	37-285	/ /	WD MD QC	(in) ✓	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	38-173	6/28/79	WD MD QC	from Annady 68411	
<input type="checkbox"/>	<input type="checkbox"/>	43-115	8/15/85	WD MD QC	① / FPCr Ann	✓
<input type="checkbox"/>	<input checked="" type="checkbox"/>	43-113-3	8/15/85	WD MD QC	from Couture 400411	
<input type="checkbox"/>	<input type="checkbox"/>	37-12867	6/10/70	WD MD QC	FPCr Ann 22SK	→ ① 37-1296 (OU) ✓
<input type="checkbox"/>	<input type="checkbox"/>	37-1288	6/10/70	WD MD QC	FPCr Ann 23SK	→ ① 43-115 (OU) ✓
<input type="checkbox"/>	<input type="checkbox"/>	38-174-5	6/28/79	WD MD QC	FPCr Ann 25SK	→ ① 1-3-79 ✓
<input type="checkbox"/>	<input type="checkbox"/>	38-178	6/28/79	WD MD QC	FPCr Ann 22,16095	→ ① 440-79 ✓
<input type="checkbox"/>	<input type="checkbox"/>	40-1281-2	4/10/79	WD MD QC	FPCr Ann \$1164	→ ① 10-3-85 ✓
<input type="checkbox"/>	<input type="checkbox"/>	40-282	4/10/79	WD MD QC	FPCr Ann 30,082-22	→ ① 12-10-80 ✓



(CHAIN)

Quiras Family Farms, Inc

✓ [69/1656] (1.17.08  
WD 1.22.08)  
↑

And Quiras

OKcha Quiras (ntw)  
✓ [68/51011] (10.9.07  
WD 10.12.07)  
↑

[Rel RFA/4th Land Trust] (68/509) (⇒)  
↑

[Dev. Abs: 6/1202-8]

Armand R. Plon

Conde M. Plon

✓ [59/444] (11.10.00  
40 1.3.01)  
WD ↑

Robert Mayhew

Rosemary Mayhew

✓ [54/3523] (4.21.95  
WD 5.5.95)  
↑

pro 43/121.3

except 10.18a + 1.2 Slide 33

30' ROW @ 54/3523 ✓

20' ROW @ 57/419 ✓

Peter Richardson

Kim Richardson

✓ [43/121.3] (8.15.85  
WD 8.21.85) (ntw)  
↑

[54/406] (4.21.95  
ROW 6.21.95)  
↑

Robert Mellauf

Grace Mellauf (ntw)

[43/171.2] (8.15.85  
WD 8.23.85)  
↑

43a 4.1.

Robert Judd, Sr.

Mary P. Judd (ntw/Pro)

[37/285] (6.10.70  
WD 6.11.70)  
WD ↑

Arden Belisle

Leontine Belisle

# WARRANTY DEED

Know all persons by these presents that we,

ARIEL QUIROS and OKCHA QUIROS

of Key Biscayne, County of Miami-dade, and State of Florida, Grantors, in the consideration of

ONE OR MORE DOLLARS

paid to our full satisfaction by

QUIROS FAMILY FARMS, INC.

of Jay, County of Orleans, and State of Vermont, Grantee, by these presents do we freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

QUIROS FAMILY FARMS, INC.

and its successors and assigns forever, a certain piece of land in the Town of Troy, County of Orleans, and State of Vermont, described as follows, viz:

Being all and the same land and premises known as "Windy Acres Farm" located at 1294 Loop Road in the Town of Troy in the County of Orleans and State of Vermont.

Being our home farm in the Town of Troy consisting of approximately 207 acres, be it the same more or less, together with all buildings and improvements thereon which are all and the same lands and premises as were conveyed to Roland Mayhew and Rosemary Mayhew by Peter Richardson and Kim Richardson by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Pages 352-353 of the Troy Land Records.

EXCEPTING AND RESERVING to the Grantors herein, Roland Mayhew and Rosemary Mayhew, from the above described lands and premises a parcel of land which is supposed to contain 10.18 acres, more or less, which is more particularly described and set forth on a survey prepared for Roland and Rose Mary Mayhew by Blais Surveying Company dated October 17, 2000 and bearing map no. 239-00 and described according to said survey as follows:

Beginning at an iron pin set in the ground at or near the easterly limits of Town Highway #28 (Loop Road) at a point where the boundary line between the within reserved parcel of land and lands now or formerly of Green Mountain Tale Corp. intersects said road limits; thence running along a wire fence line on the following courses and distances: S 76° 02' E a distance of 250.4 feet to an unmonumented point, S 74° 39' E a distance of 297.7 feet to an unmonumented point, S 73° 00' E a distance of 156.6 feet to an unmonumented point, S 74° 16' E a distance of 145.8 feet to an unmonumented point and S 76° 50' E a distance of 101.1 feet to an iron pin set in the ground for a corner in said wire fence line; thence turning and running S 06° 29' E a distance of 470.6 feet to an iron pin set in the ground for a corner; thence turning and running S 77° 13' W a distance of 516.6 feet to an iron pin set in the ground for a corner at or near the easterly limits of Town Highway #28; thence turning and running in a general northwesterly direction along the easterly limits of said Highway and following the same as they bend and turn a total distance of 952.8 feet to the point and place of beginning.

There is also hereby excepted and reserved that certain 30-foot right-of-way which runs from Town Road #28 (Loop Road) in a westerly direction as was conveyed by Peter Richardson and Kim Richardson to Robert Millard and Grace Millard by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Page 350 of the Town of Troy Land Records and that certain 20-foot right-of-way running adjacent to the above described 30-foot right-of-way and northerly thereof which was conveyed by Roland and Rosemary Mayhew to D&D Logging by instrument dated May 1, 1999 and recorded in Book 57 at Page 419 of the Town of Troy Land Records.

Being and meaning all and the same land and premises conveyed to Armand R. Pion and Linda M. Pion by Warranty Deed of Roland Mayhew and Rosemary Mayhew dated November 10, 2000 and recorded in Book 59 at Page 411 of the Town of Troy Land Records.

There is also hereby excepted and reserved from this conveyance the Development Rights and a Right of First Refusal conveyed by Armand R. Pion and Linda M. Pion to Vermont Land Trust, Inc., Vermont Department of Agriculture, Food & Markets, Vermont Housing & Conservation Board, on December 31, 2002 and recorded in Book 61 at Pages 202-208 of the Town of Troy Land Records.

Being and meaning all and the same land and premises conveyed to Ariel Quiros and Okcha Quiros by Warranty Deed of Armand R. Pion and Linda M. Pion dated October 9, 2007 and recorded in Book 68, Pages 510-511 of the Town of Troy Land Records.

Reference is also made to the foregoing Deeds and their records and to all prior Deeds and their records for further and more complete description of the land and premises conveyed here.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

QUIROS FAMILY FARMS, INC.

and its successors and assigns, to its own use and behoof forever. And we, the said Grantors

ARIEL QUIROS and OKCHA QUIROS

for ourselves and our heirs, executors and administrators, do covenant with the said Grantee

QUIROS FAMILY FARMS, INC.

and its successors and assigns, that until the ensembling of these presents we are the sole owners 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* easements and rights of way of record, provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Act, Subchapter 7, Title 27 USA; and we do hereby engage to *Warrant and Defend* the same against all lawful claims whatever.

166

In Witness Whereof, we hereunto set our hands and seals this 17  
day of January, A.D. 2008

In Presence of

Allen Rabus  
(Witness)  
  
(Witness)

Ariel Quiros  
Ariel Quiros

Okcha Quiros  
Okcha Quiros

Vermont  
State of Herk Co.  
Frank  
Miami Dade County

)  
) ss.

At Montgomery, this 17 day of January, A.D. 2008

**ARIEL QUIROS and OKCHA QUIROS**

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

Before me, Okcha Quiros

Notary Public

- II -

TROY, VT TOWN CLERK'S OFFICE Jan 22 2008  
AT 1:00 O'CLOCK P M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST [Signature]

Town Clerk  
asst.

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

**-ACKNOWLEDGMENT**

Return Rec'd.--Tax Paid--Board of Health Cert. No.  
Vt. Land Use & Development Plans Act Cert. Rec.

Return No. 08-05

Signed [Signature] Clerk asst

Date January 22, 2008

Community NATIONAL BANK

STATUTORY DISCHARGE OF MORTGAGE

I HEREBY ACKNOWLEDGE SATISFACTION OF THE MORTGAGE DEED FROM  
ROBERT L. NICOSIA AND LORET R. NICOSIA TO LYNDONVILLE SAVINGS BANK  
AND TRUST CO.; SAID DEED IS DATED MAY 30, 1997, RECORDED IN BOOK 55 AT  
PAGE(S) 544-546 OF THE TOWN OF TROY LAND RECORDS AND THE SAME IS  
HEREBY DISCHARGED. COMMUNITY NATIONAL BANK EXECUTES THIS  
DISCHARGE AS SUCCESSOR TO LYNDONBANK, FORMERLY KNOWN AS  
LYNDONVILLE SAVINGS BANK AND TRUST COMPANY.

DATED AT DERBY, VT

THIS 14TH DAY OF MAY, 2008.

COMMUNITY NATIONAL BANK, AS  
SUCCESSOR TO LYNDONBANK, FORMERLY  
KNOWN AS LYNDONVILLE SAVINGS BANK  
AND TRUST COMPANY

[Signature]  
DULY AUTHORIZED OFFICER  
JOANNE GUYETTE-WORTH

STATE OF VERMONT  
COUNTY OF ORLEANS

SS.

AT DERBY, VT IN SAID COUNTY AND STATE ON THIS 14TH DAY OF MAY,  
2008, BEFORE ME PERSONALLY APPEARED, JOANNE GUYETTE-WORTH, DULY  
AUTHORIZED OFFICER, AND SHE ACKNOWLEDGED THIS INSTRUMENT, BY HER  
SEALED AND SUBSCRIBED, TO BE HER FREE ACT AND DEED AND FREE ACT AND  
DEED OF COMMUNITY NATIONAL BANK.

48/510

WARRANTY DEED

Know all Persons by These Presents that we, ARMAND R. PION and LINDA M. PION, husband and wife, of Troy, Vermont, Grantors, pursuant to a First Amended Plan of Reorganization Under Chapter 12 dated December 30, 2005 and Findings and Order Confirming Chapter 12 Plan filed January 6, 2006 in Case No. 05-1099~~4~~ in the U.S. Bankruptcy Court for the District of Vermont, and in consideration of ten dollars and other good and valuable consideration, paid to our full satisfaction by ARIEL QUIROS and OKCHA QUIROS, husband and wife, of Key Biscayne, Florida, Grantees, by these presents, do freely Give, Grant, Sell, Convey, and Confirm to the Grantees, ARIEL QUIROS and OKCHA QUIROS, husband and wife, and their heirs, successors, and assigns forever, certain lands and premises in Town of Troy, in the County of Orleans and State of Vermont, described as follows:

*Being all and the same land and premises known as "Windy Acres Farm" located at 1294 Loop Road in the Town of Troy, in the County of Orleans and State of Vermont.*

*Being our home farm in the Town of Troy consisting of approximately 207 acres, be it the same more or less, together with all buildings and improvements thereon which are all and the same lands and premises as were conveyed to Roland Mayhew and Rosemary Mayhew by Peter Richardson and Kim Richardson by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Pages 352-353 of the Troy Land Records.*

*EXCEPTING AND RESERVING to the Grantors herein, Roland Mayhew and Rosemary Mayhew, from the above described lands and premises a parcel of land which is supposed to contain 10.18 acres, more or less, which is more particularly described and set forth on a survey prepared for Roland and Rose Mary Mayhew by Blais Surveying Company dated October 17, 2000 and bearing map no. 239-00 and described according to said survey as follows:*

*Beginning at an iron pin set in the ground at or near the easterly limits of Town Highway #28 (Loop Road) at a point where the boundary line between the within reserved parcel of land and lands now or formerly of*

*Green Mountain Tele Corp. intersects said road limits; thence running along a wire fence line on the following courses and distances: S 76° 02' E a distance of 250.4 feet to an unmonumented point, S 74° 39' E a distance of 297.7 feet to an unmonumented point, S 73° 00' E a distance of 156.6 feet to an unmonumented point, S 74° 16' E a distance of 145.8 feet to an unmonumented point and S 76° 50' E a distance of 101.1 feet to an iron pin set in the ground for a corner in said wire fence line; thence turning and running S 06° 29' E a distance of 470.6 feet to an iron pin set in the ground for a corner; thence turning and running S 77° 13' W a distance of 516.6 feet to an iron pin set in the ground for a corner at or near the easterly limits of Town Highway #28; thence turning and running in a general northwesterly direction along the easterly limits of said Highway and following the same as they bend and turn a total distance of 952.8 feet to the point and place of beginning.*

*There is also hereby excepted and reserved that certain 30-foot right-of-way which runs from Town Road #28 (Loop Road) in a westerly direction as was conveyed by Peter Richardson and Kim Richardson to Robert Millard and Grace Millard by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Page 350 of the Town of Troy Land Records and that certain 20-foot right-of-way running adjacent to the above described 30-foot right-of-way and northerly thereof which was conveyed by Roland and Rosemary Mayhew to D&D Logging by instrument dated May 1, 1999 and recorded in Book 57 at Page 419 of the Town of Troy Land Records.*

*Being and meaning all and the same land and premises conveyed to Armand R. Pion and Linda M. Pion by Warranty Deed of Roland Mayhew and Rosemary Mayhew dated November 10, 2000 and recorded in Book 59 at Page 411 of the Town of Troy Land Records.*

*There is also hereby excepted and reserved from this conveyance the Development Rights and a Right of First Refusal conveyed by Armand R. Pion and Linda M. Pion to Vermont Land Trust, Inc., Vermont Department of Agriculture, Food & Markets, Vermont Housing & Conservation Board, on December 31, 2002 and recorded in Book 61 at Pages 202-208 of the Town of Troy Land Records.*

*Reference is also made to the foregoing Deeds and their records and to all prior Deeds and their records for further and more complete description of the land and premises conveyed here.*

To have and to hold the granted premises, with all the privileges and appurtenances thereof to the Grantees, ARIEL QUIROS and OKCHA QUIROS, husband and wife, and their heirs, successors, and assigns, to their own use and behoof forever; and we, ARMAND R. PION and LINDA M. PION, the Grantors, for ourselves and our heirs and assigns, do covenant with the Grantees, ARIEL QUIROS and OKCHA QUIROS, husband and wife, their heirs, successors, and assigns, that until the ensueing 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 we hereby engage to Warrant and Defend the same against all lawful claims whatever, except as aforesaid.

Aileen Kabin  
Witness as to Both

Armand R. Pion  
ARMAND R. PION, Grantor  
Linda M. Pion  
LINDA M. PION, Grantor

STATE OF VERMONT  
Franklin COUNTY, ss

At Montpelier, Vermont, this 9<sup>th</sup> day of October 2007, ARMAND R. PION and LINDA M. PION, appeared and acknowledged this instrument, by them subscribed, to be their free act and deed.

Before me,

Aileen Kabin  
Notary Public  
My commission expires February 10, 2011

TROY, VT TOWN CLERK'S OFFICE Oct 12 2007  
AT 8:00 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY

ATTEST Valerie J. Jurek  
Town Clerk

Page 3 of 3

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

-ACKNOWLEDGMENT  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd

Return No. 07-77  
Signed Valerie J. Jurek Clerk Crail  
Date October 12, 2007



CORRECTIVE STATUTORY DISCHARGE OF MORTGAGE

I HEREBY ACKNOWLEDGE SATISFACTION OF THE MORTGAGE DEED FROM REGINALD AND ROSE BLAIS TO COMMUNITY NATIONAL BANK; SAID DEED IS DATED OCTOBER 17, 1985 RECORDED IN BOOK 43 AT PAGE(S) 281 OF THE TROY LAND RECORDS AND THE SAME IS HEREBY DISCHARGED.

DATED AT DERBY, VT

THIS 8<sup>TH</sup> DAY OF MAY, 2006.

COMMUNITY NATIONAL BANK

Terrie L. McQuillen  
DULY AUTHORIZED OFFICER  
TERRIE L. MCQUILLEN

STATE OF VERMONT  
COUNTY OF ORLEANS

SS.

AT DERBY, VT IN SAID COUNTY AND STATE ON THIS 8<sup>TH</sup> DAY OF MAY, 2006, BEFORE ME PERSONALLY APPEARED, TERRIE L. MCQUILLEN, SENIOR VICE PRESIDENT, DULY AUTHORIZED OFFICER, AND SHE ACKNOWLEDGED THIS INSTRUMENT, BY HER SEALED AND SUBSCRIBED, TO BE HER FREE ACT AND DEED AND FREE ACT AND DEED OF COMMUNITY NATIONAL BANK.

BY: Alice Coquette  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 02/10/07

TROY, VT TOWN CLERK'S OFFICE Dec 10 2007  
AT 1:00 O'CLOCK P M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST Valerie J. Jurek



LIMITED WAIVER OF RIGHT OF FIRST REFUSAL

WHEREAS, by Grant of Development Rights, Conservation Restrictions and Right of First Refusal dated December 31, 2002 and recorded in the Troy Land Records in Book 61, Page 202 (the "Grant") the VERMONT LAND TRUST, INC., the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS (formerly known as the Vermont Department of Agriculture, Food and Markets), and the VERMONT HOUSING AND CONSERVATION BOARD (collectively the "Holders") acquired certain rights of first refusal in certain real property known as the Pion Farm owned by Armand R. Pion and Linda M. Pion (the "Sellers") in the Town of Troy Vermont (the "Property"); and

WHEREAS, the Sellers wish to sell all of the Property to Ariel Quiros and Okcha Quiros (the "Buyers"), who intend to operate a beef cattle farm after purchasing the Property from the Sellers; and

WHEREAS, the Holders are willing to waive the Right of First Refusal for the limited purpose of allowing the sale by the Sellers to the Buyers;

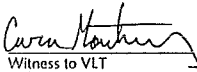
NOW, THEREFORE, the Holders hereby waive their Right of First Refusal in the Property for the limited purpose of allowing the sale of the Property by the Sellers to the Buyers. This Waiver shall not apply to any future conveyance or transfer of the Property by the Buyers, or their respective heirs, executors, administrators, successors and assigns, to which the Holders have a Right of First Refusal under the terms of the above described Grant of Development Rights, Conservation Restrictions and Right of First Refusal.

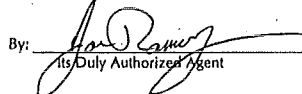
The Vermont Land Trust, Inc., gives this approval on behalf of the Holders in accordance with Section V of the Grant and a Delegation of Stewardship Rights and Responsibilities on file in the conservation stewardship office of the Vermont Land Trust.

Dated this 24<sup>th</sup> day of July, 2007.

Signed, sealed and delivered  
In The Presence Of:

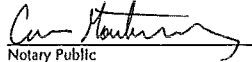
HOLDERS  
Vermont Land Trust, Inc.

  
Witness to VLT

By:   
Its Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, ss

At Richmond, this 24<sup>th</sup> day of July, 2007, Jonathan Ramsay, duly authorized agent of the Vermont Land Trust, Inc., personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of the Vermont Land Trust, Inc., before me.

  
Notary Public  
My commission expires: 2/10/11

Pion Farm, VHCB # 2003-001

VERMONT LAND TRUST, INC., 8 BAILEY AVENUE, MONTPELIER, VERMONT 05602 (802) 223-0231

TROY, VT TOWN CLERK'S OFFICE July 12 2007  
AT 8:00 O'CLOCK A M  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST   
Town Clerk  
  
BANK

200149294

DISCHARGE OF MORTGAGE

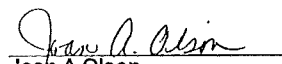
KNOW ALL PERSONS BY THESE PRESENTS that CHITTENDEN TRUST COMPANY d/b/a CHITTENDEN BANK, hereby certifies that the following described mortgage is paid in full and satisfied:

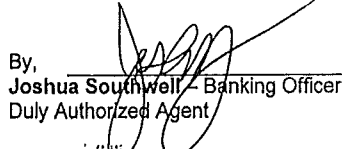
Mortgage Deed From NEIL WILLIS AND GLORIA WILLIS (\$31,500.00- GERALDINE AVENUE, NORTH TROY, VERMONT) to CHITTENDEN TRUST COMPANY d/b/a CHITTENDEN BANK dated APRIL 12, 1996, recorded APRIL 19, 1996 at book 55, page(s) 101-104, of the TROY Land Records.

Signed and sealed at Burlington, Vermont this 13 day of November 2007.

In Presence of:

CHITTENDEN TRUST COMPANY  
d/b/a CHITTENDEN BANK

  
Joan A Olson  
(Prepared & Witness)

By,   
Joshua Southwell - Banking Officer  
Duly Authorized Agent

COUNTY OF CHITTENDEN }  
STATE OF VERMONT } SS.

59/40

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, ROLAND MAYHEW and ROSEMARY MAYHEW, husband and wife, of Town of Troy in the County of Orleans and State of Vermont, Grantors, in the consideration of One Dollar and other good and valuable consideration, paid to our full satisfaction by ARMAND R. PION and LINDA M. PION, husband and wife, of Town of Barton in the County of Orleans and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantees, ARMAND R. PION and LINDA M. PION, husband and wife, as tenants by the entirety and their heirs and assigns forever, a certain piece of land in the Town of Troy, in the County of Orleans and State of Vermont, described as follows, viz:

Being our home farm in the Town of Troy consisting of approximately 207 acres, be it the same more or less, together with all buildings and improvements thereon which are all and the same lands and premises as were conveyed to Roland Mayhew and Rosemary Mayhew by Peter Richardson and Kim Richardson by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Pages 352-353 of the Troy Land Records.

EXCEPTING AND RESERVING to the Grantors herein, Roland Mayhew and Rosemary Mayhew from the above described lands and premises a parcel of land which is supposed to contain 10.18 acres, more or less, which is more particularly described and set forth on a survey prepared for Roland and Rose Mary Mayhew by Blais Surveying Company dated October 17, 2000 and bearing map no. 239-00 and described according to said survey as follows:

Beginning at an iron pin set in the ground at or near the easterly limits of Town Highway #28 (Loop Road) at a point where the boundary line between the within reserved parcel of land and lands now or formerly of Green Mountain Tale Corp. intersects said road limits; thence running along a wire fence line the following courses and distances: S 76° 02' E a distance of 250.4 feet to an unmonumented point, S 74° 39' E a distance of 297.7 feet to an unmonumented point, S 73° 00' E a distance of 156.6 feet to an unmonumented point, S 74° 16' E a distance of 145.8 feet to an unmonumented point and S 76° 50' E a distance of 101.1 feet to an iron pin set in the ground for a corner in said wire fence line; thence turning and running S 06° 29' E a distance of 470.6 feet to an iron pin set in the ground for a corner; thence turning and running S 77° 13' W a distance of 516.6 feet to an iron pin set in the ground for a corner at or near the easterly limits of Town Highway #28; thence turning and running in a general northwesterly direction along the easterly limits of said Highway and following the same as they bend and turn a total distance of 952.8 feet to the point and place of beginning.

There is also hereby excepted and reserved that certain 30-foot right-of-way which runs from Town Road #28 (Loop Road) in a westerly direction as was conveyed by Peter Richardson and Kim Richardson to Robert Millard and Grace Millard by Warranty Deed dated April 21, 1995 and recorded in Book 54 at Page 350 of the Town of Troy Land Records and that certain 20-foot right-of-way running adjacent to the above described 30-foot right-of-way and northerly thereof which was conveyed by Roland and Rosemary Mayhew to D & D Logging by instrument dated May 1, 1999 and recorded in Book 57 at Page 419 of the Town of Troy Land Records.

Reference is here made to the above deeds and their records, and to all prior deeds and the records thereof for a further and more complete description of the land and premises herein conveyed.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said ARMAND R. PION and LINDA M. PION, husband and wife, as tenants by the entirety and their heirs and assigns, to their own use and behoof forever; and we, the said ROLAND MAYHEW and ROSEMARY MAYHEW for ourselves and our heirs, executors and administrators, do covenant with the said ARMAND R. PION and LINDA M. PION and their heirs and assigns, that until the encasing 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; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 10<sup>th</sup> day of November A.D., 2000.

IN PRESENCE OF:  
Witness to signatures

Roland Mayhew (L.S.)  
ROLAND MAYHEW  
Rosemary Mayhew (L.S.)  
ROSEMARY MAYHEW

STATE OF VERMONT  
Franklin COUNTY, SS.

At St Albans in said County and State, this 10<sup>th</sup> day of November, 2000, personally appeared ROLAND MAYHEW and ROSEMARY MAYHEW and they acknowledged this instrument by them sealed and subscribed to be their free act and deed.

Before me, [Signature]  
NOTARY PUBLIC

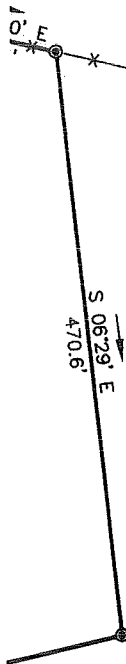
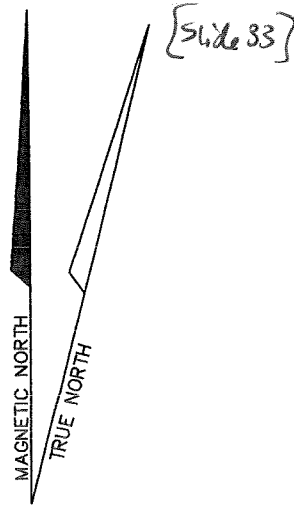
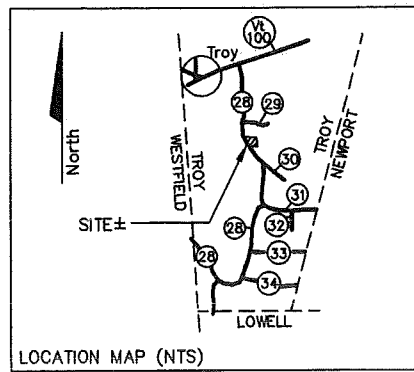
TROY, VT TOWN CLERK'S OFFICE Jan 3, 2001  
AT 5:30 O'CLOCK P.M.  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.

ATTEST Jeanne Penner  
Clerk Town Clerk

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

--ACKNOWLEDGMENT--  
Return No. 01-01  
Signed J. Penner Clerk  
Date 01-03-01

TIE DIMENSION:  
 "A" To "B" = N 29'26" W, 952.3'



REMAINING LAND OF  
 ROLAND MAYHEW &  
 ROSEMARY MAYHEW  
 BK. 54, PGS. 352-353

— LEGEND —

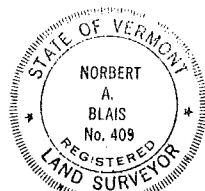
- No. 5 REBAR w/BLAIS I.D. CAP — SET
- △ UNMONUMENTED POINT ON FENCE
- ⊥ CENTERLINE
- R/W RIGHT OF WAY
- UTILITY POLE / OVERHEAD WIRE(S)
- X— WIRE FENCELINE

— NOTES —

- 1) DIMENSIONS COMPUTED FROM CLOSED ELECTRONIC TOTAL STATION FIELD MEASUREMENTS WHICH MEET MINIMUM STANDARDS ESTABLISHED FOR RURAL SURVEYS.
- 2) BEARINGS REFER TO MAGNETIC NORTH AND ARE BASED ON A COMPASS READING OF THE INITIAL CONTROL TRAVERSE LEG.
- 3) THIS PARCEL REPRESENTS A PORTION OF THE LAND AND PREMISES CONVEYED TO ROLAND MAYHEW & ROSEMARY MAYHEW FROM PETER RICHARDSON & KIM RICHARDSON BY WARRANTY DEED DATED APRIL 21, 1995, AND RECORDED IN BK. 54, PGS. 352-353 OF THE TOWN OF TROY LAND RECORDS.
- 4) ANY RIGHTS OR EASEMENTS, EXCEPT THOSE SHOWN, WHICH MAY ENCUMBER OR BE APPURTENANT TO THIS PROPERTY WERE NOT IDENTIFIED AND LOCATED AS PART OF THIS SURVEY.
- 5) MAP No. 239-00

Y MAYHEW  
 3

THE EXTERIOR BOUNDARIES ARE BASED ON PHYSICAL EVIDENCE FOUND ON THE GROUND. THE NEW INTERIOR BOUNDARIES WERE ESTABLISHED ACCORDING TO INSTRUCTIONS SUPPLIED BY ROLAND MAYHEW TO CREATE THE 10.18 AC. LOT SHOWN. REFERENCE IS MADE TO A SURVEY OF ADJOINING PROPERTY AS NOTED ON THE PLAN.



NORBERT A. BLAIS

PLAN of LAND  
 LOCATED IN

TROY, VERMONT

PREPARED FOR

ROLAND & ROSEMARY MAYHEW

SCALE: 1" = 100'

DATE: OCTOBER 17, 2000

SURVEYED: J.B., D.R.

DRAWN: J.B.

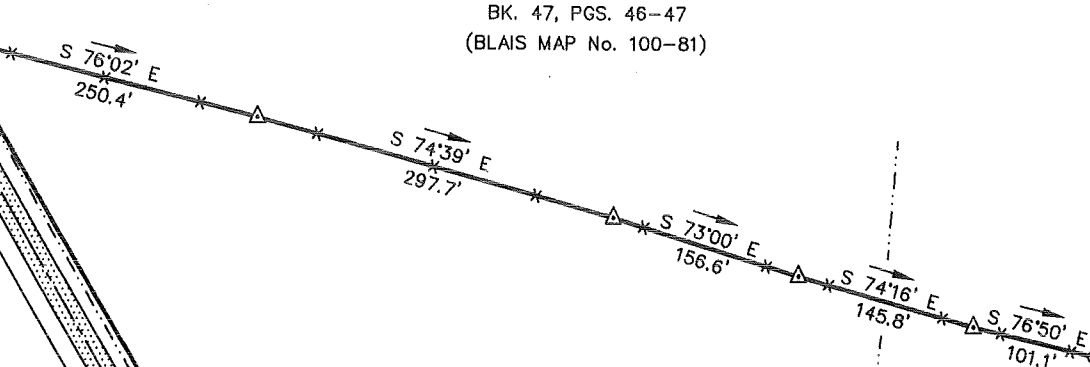
THIS PLAT MEETS THE REQUIREMENTS  
 OF 27 VSA 1403.

NORBERT A. BLAIS

Received for filing Jan 3, 2001  
 Attest Russell Cadieux

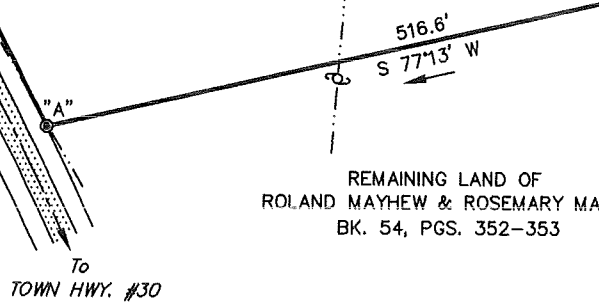
To  
VT. ROUTE 100

GREEN MOUNTAIN TALC. CORP.  
BK. 47, PGS. 46-47  
(BLAIS MAP No. 100-81)



952.8' ALONG  
ASSUMED R/W  
(From "A" To "B")

Q TOWN HWY. No. 28  
(LOOP ROAD)  
(ASSUMED 3 ROD R/W)



SCALE: 1" = 100'



BLAIS SURVEYING COMPANY  
NEWPORT, VERMONT

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife, of Troy, County of  
Orleans and State of Vermont,

GRANTORS, in the consideration of the sum of One Dollar and  
other good and valuable consideration, paid to our full  
satisfaction by

ROLAND MAYHEW and ROSEMARY MAYHEW,  
of Troy, County of Orleans and  
State of Vermont,

GRANTEES, by these presents do freely GIVE, GRANT, SELL, CONVEY  
AND CONFIRM unto the said GRANTEES,

ROLAND MAYHEW and ROSEMARY MAYHEW,  
husband and wife, as tenants by the entirety,

and their heirs and assigns forever, a certain parcel of land  
in the Town of Troy, in the County of Orleans and State of  
Vermont, described as follows, viz:

Being a parcel of land consisting of 207 acres, more or  
less, with buildings thereon, which land and premises are a  
portion of the same land and premises conveyed by Robert Judd,  
Sr. and Mary P. Judd to Peter Richardson and Kim Richardson by  
Warranty Deed dated August 15, 1985 and recorded in Book 43 at  
Pages 121-123 of the Troy Land Records; said land and premises  
hereby conveyed being all as were conveyed to said Peter and  
Kim Richardson as aforesaid EXCEPT for the following described  
51.78-acre parcel of land hereby RESERVED to the said Peter  
Richardson and Kim Richardson, and which reserved parcel is  
more particularly described from a Plan of the Lands of Peter  
and Kim Richardson by Brow Surveying, Inc. of Orleans, Vermont,  
dated April, 1995, Job No. 9508, as follows:

Beginning at an iron pin set in the southwesterly edge of  
the right-of-way of Troy Town Road No. 30 and which iron pin is  
in the now or former William and Marie Gonzalez boundary line;  
thence running from said point of beginning on the following  
bearings along said Gonzalez boundary line: S 11° 43' 58" W  
427.53 feet; S 11° 25' 48" W 302.20 feet; and S 40° 01' 24" W  
39.40 feet to an iron pin set in the northerly boundary of the  
Green Mountain Talc Corporation property; thence running on the  
following bearings along the northerly boundary of said Green  
Mountain Talc Corporation property: N 75° 58' 58" W 322.41  
feet; N 74° 13' 13" W 434.59 feet; N 48° 25' 00" W 24.75 feet  
to a point in the centerline of Troy Town Highway No. 28;  
thence continuing N 48° 25' 00" W a distance of 24.75 feet to a  
surveyor's bar set at the westerly edge of said Town Road No.  
28; thence N 71° 25' 52" W a distance of 102.52 feet to a  
point; N 64° 02' 30" W 212.75 feet; N 81° 46' 40" W 239.88  
feet; N 76° 34' 42" W 257.27 feet; and N 76° 46' 36" W a  
distance of 338.29 feet to a 10-inch in diameter elm tree set  
at the southeasterly corner of the property of Robert and Grace  
Millard; thence turning and running on the following bearings

ANDREW G. PEPIN

along said Millard boundary: N 45° 28' 47" E 198.89 feet to an  
iron pin; N 36° 43' 03" E 315.44 feet to a maple clump; N 13°  
35' 57" E 211.17 feet to a 16-inch in diameter maple tree;  
thence N 12° 14' 18" W 108.70 feet to a 30-inch in diameter  
maple tree; thence turning and running on the following  
bearings: N 47° 27' 04" E a distance of 475.24 feet to an iron  
pin; and N 52° 33' 03" E a distance of 722.01 feet to an iron  
pin set in the southwesterly edge of Troy Town Highway No. 28;  
thence N 55° 15' 15" E a distance of 24.61 feet to a point in  
the centerline of said Troy Town Highway No. 28; thence turning  
and running in a general southeasterly direction along the  
centerline of Town Highway No. 28, through the point where it  
intersects with Troy Town Highway No. 30 and continuing along  
the centerline of Town Highway No. 30 a total distance of 1,462  
feet to a point in the centerline of said Town Highway No. 30;  
thence turning and running S 51° 21' 00" W a distance of 24.75  
feet to the point of beginning of the 51.78-acre parcel of land  
hereby reserved.

There is also hereby conveyed that 30-foot wide right-of-  
way which was conveyed by Warranty Deed of approximately even  
date herewith from Robert Millard and Grace Millard to Peter  
Richardson and Kim Richardson, which deed is not yet of record  
but is to be recorded in the Troy Land Records; and there is  
hereby reserved that 30-foot wide right-of-way conveyed by the  
said Peter Richardson and Kim Richardson to the said Robert  
Millard and Grace Millard by Warranty Deed of approximately  
even date herewith, which deed is not yet of record but is to  
be recorded in the Troy Land Records.

The lands hereby conveyed have not been surveyed and the  
acreage stated herein is only an estimate; and Grantees herein  
accept the buildings on said lands and the acreage, "as is".

Reference is here made to the above-mentioned deeds and  
their records, and to all prior deeds and the records thereof,  
for a further and more complete description of the land and  
premises herein conveyed.

TO HAVE AND TO HOLD said granted parcel of land, with all  
the privileges and appurtenances thereof, to the said GRANTEES,

ROLAND MAYHEW and ROSEMARY MAYHEW

and their heirs and assigns, to their own use and behoof  
forever; and we, the said GRANTORS,

PETER RICHARDSON and KIM RICHARDSON

for ourselves and our heirs, executors and administrators, do  
covenant with the said GRANTEES,

ANDREW G. PEPIN  
ATTORNEY AT LAW  
35 MAIN STREET

ROLAND MAYHEW and ROSEMARY MAYHEW

and their heirs and assigns, that until the ensembling of these presents we are the sole owners of the land and 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 we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 21 day of April, 1995.

IN THE PRESENCE OF:

James Richard True  
1st Witness to signatures

Peter Richardson  
PETER RICHARDSON

Craig D. Buchanan  
2nd Witness to signatures

Kim Richardson  
KIM RICHARDSON

STATE OF VERMONT )  
COUNTY OF ORLEANS ), ss. At Derby, this  
21<sup>st</sup> day of April, 1995,  
PETER RICHARDSON and KIM RICHARDSON personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, Craig D. Buchanan  
Notary Public

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

TROY, VT. TOWN CLERK'S OFFICE May 5 1995  
AT 8:00 O'CLOCK A.M.  
RECEIVED THE FOREGOING INSTRUMENT  
OF WHICH IS A TRUE COPY.  
ATTEST Jeanie Kenness  
Asst. Town Clerk

ACKNOWLEDGMENT-  
Rec'd. Tax Paid-Board of Health Cert. Rec'd.  
Land Use & Development Plans And Cert. Rec'd.  
Return No. 95-29  
Signed J. Kenness Clerk  
Date 5-5-95

### MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS THAT we, ROLAND MAYHEW and  
ROSEMARY MAYHEW, husband and wife of Town of Troy

in the County of Orleans and State of Vermont  
Grantor/Mortgagor, in the consideration of One Dollar and Other Valuable Consideration paid to our full satisfaction by COMMUNITY NATIONAL BANK, a banking corporation organized and existing under and by virtue of the laws of the United States of America and the State of Vermont, with its principal place of business in the Town of Derby, in the County of Orleans and State of Vermont, Grantee/Mortgagee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, COMMUNITY NATIONAL BANK, and its successors and assigns forever, a certain piece of land in the Town of Troy  
in the County of Orleans  
and State of Vermont, with all buildings and improvements now or hereafter located thereon, described as follows, viz:

Being a parcel of land consisting of 207 acres, more or less, with buildings thereon, which land and premises are a portion of all and the same land and premises conveyed by Robert Judd, Sr. and Mary P. Judd to Peter Richardson and Kim Richardson by Warranty Deed dated August 15, 1985 and recorded in Book 43 at Pages 121-213 of the Troy Land Records; said lands and premises hereby conveyed being all as were conveyed to said Peter and Kim Richardson as aforesaid EXCEPT a 51.78 acre parcel of land which parcel of land is more particularly described on a Plan of Lands of Peter and Kim Richardson by Brow Surveying, Inc. of Orleans, Vermont dated April, 1995 bearing Job No. 9508 which map is to be recorded in the Town of Troy Land Records.

There is also hereby conveyed that 30-foot wide right-of-way which was conveyed by Warranty Deed of approximately even date herewith from Robert Millard and Grace Millard to Peter Richardson and Kim Richardson, which deed, though not yet of record, is to be recorded in the Troy Land Records; and there is hereby reserved that 30-foot wide right-of-way conveyed by the said Peter Richardson and Kim Richardson to the said Robert Millard and Grace Millard by Warranty Deed of approximately even date herewith, which deed, though not yet of record, is to be recorded in the Town of Troy Land Records.

Being all and the same lands and premises together with buildings, improvements and rights-of-way appurtenant thereto as were conveyed to Roland Mayhew and Rosemary Mayhew by Peter Richardson and Kim Richardson by Warranty Deed of even date herewith, which deed, though not yet of record, is to be recorded in the Town of Troy Land Records.

Reference is here made to the above mentioned deeds and their records and to all prior deeds and the records thereof for a further description of the lands and premises hereby conveyed.

SEE ATTACHED SCHEDULE "A"

For partial  
Release see  
Book 57  
Page 418  
For partial  
Release see Book 59  
Page 38  
For partial Release  
see Book 59 page 197

54  
40 6

RIGHT-OF-WAY DEED

KNOW ALL PERSONS BY THESE PRESENTS that

ROBERT MILLARD and GRACE MILLARD,  
husband and wife, of Danby, County  
of Rutland and State of Vermont,

GRANTORS, in the consideration of the sum of One Dollar and  
other good and valuable consideration, paid to our full  
satisfaction by

PETER RICHARDSON and KIM RICHARDSON  
of Troy, County of Orleans and  
State of Vermont,

GRANTEES, by these presents do freely GIVE, GRANT, SELL, CONVEY  
AND CONFIRM unto the said GRANTEES,

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife, as tenants by the entirety,

and their heirs and assigns forever, a certain right-of-way in  
the Town of Troy, in the County of Orleans and State of  
Vermont, described as follows, viz:

Whereas the Grantees herein, the said Peter Richardson and  
Kim Richardson, were conveyed the former Arthur Bellisle Farm,  
so-called, in the Town of Troy, by Robert Judd, Sr. and Mary P.  
Judd by Warranty Deed dated August 15, 1985 and recorded in  
Book 43 at Pages 121-123 of the Troy Land Records;

And whereas the Grantors herein, the said Robert Millard  
and Grace Millard, were conveyed a 43-acre parcel of land by  
the said Robert Judd, Sr. and Mary P. Judd by Warranty Deed  
dated August 15, 1985 and recorded in Book 43 at Pages 171-173  
of the Troy Land Records, which deed also conveyed to the said  
Robert and Grace Millard a 30-foot wide right-of-way as access  
to said 43-acre parcel of land from Troy Town Highway No. 28;

Now, therefore, there is hereby conveyed to the said Peter  
Richardson and Kim Richardson, their heirs and assigns, said  
30-foot wide right-of-way.

This conveyance shall be in exchange for a relocated 30-  
foot wide right-of-way located approximately 200 feet northerly  
of the farmhouse of the land of the Grantees herein.

Reference is here made to the above-mentioned deeds and  
their records, and to all prior deeds and the records thereof,  
for a further and more complete description of the land and  
premises herein conveyed.

TO HAVE AND TO HOLD said granted right-of-way, with all  
the privileges and appurtenances thereof, to the said GRANTEES,

PETER RICHARDSON and KIM RICHARDSON  
and their heirs and assigns, to their own use and behoof  
forever; and we, the said GRANTORS,

ROBERT MILLARD and GRACE MILLARD  
for ourselves and our heirs, executors and administrators, do  
covenant with the said GRANTEES,

PETER RICHARDSON and KIM RICHARDSON  
and their heirs and assigns, that until the ensembling of these  
presents we are the sole owners of the right-of-way and have  
good right and title to convey the same in manner aforesaid,  
that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid;  
and we hereby engage to WARRANT AND DEFEND the same against all  
lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seals  
this 21<sup>st</sup> day of April, 1995.

IN THE PRESENCE OF:

Janice Arnold Robert Millard  
1st Witness to signatures ROBERT MILLARD  
Craig D. Buchanan Grace Millard  
2nd Witness to signatures GRACE MILLARD

STATE OF VERMONT )  
COUNTY OF ORLEANS ), ss. At Danby, this  
21<sup>st</sup> day of April, 1995,  
ROBERT MILLARD and GRACE MILLARD personally appeared, and she  
acknowledged this instrument, by "her sealed and subscribed, to  
be her" free act and deed.

Before me, Craig D. Buchanan  
Notary Public

STATE OF VERMONT )  
COUNTY OF RUTLAND ), ss. At Danby, this 27<sup>th</sup> day  
of April, 1995, Robert Millard personally appeared, and he  
acknowledged this instrument, by him sealed and subscribed, to be his free  
act and deed.

Before me, Janice Arnold  
Notary Public

ROY, VT. TOWN CLERK'S OFFICE Jun 21 1995

AT 8:00 O'CLOCK A.M.

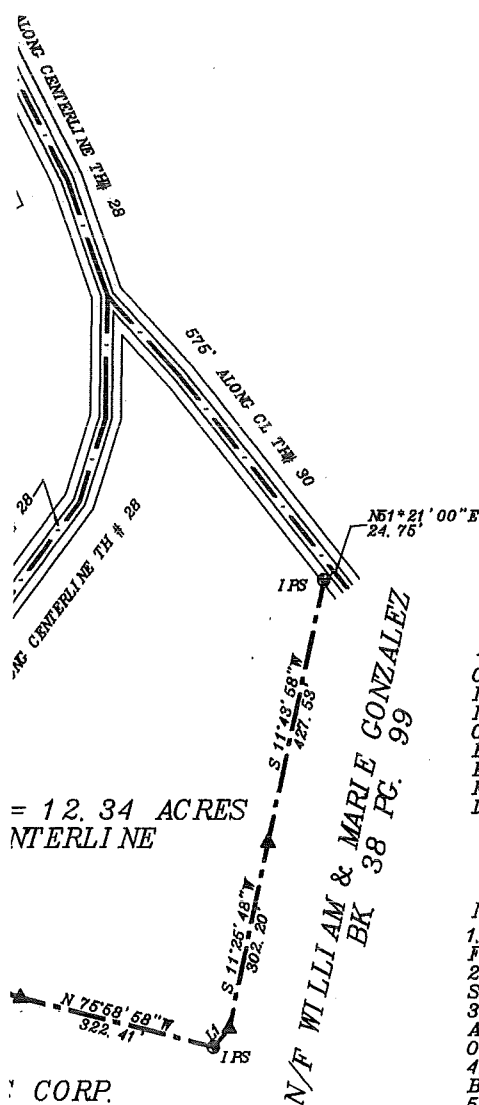
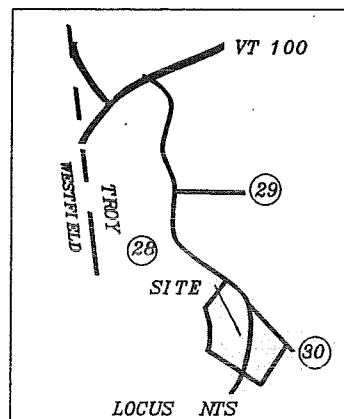
RECEIVED THE FOREGOING INSTRUMENT

OF WHICH IS A TRUE COPY. 2

ANDREW G. PEPIN  
ATTORNEY AT LAW  
35 MAIN STREET  
NEWPORT, VERMONT

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd...Tax Paid...Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 95-39  
Signed J. P. Robinson, Clerk  
Date 6-21-95

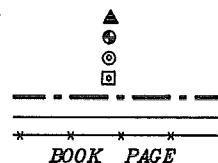
TO BE CONVEYED



LINE	BEARING	DISTANCE
L 1	S 40°01'24\"W	39.40'
L 2	N 48°25'00\"W	24.76'
L 3	N 48°25'00\"W	24.76'
L 4	N 71°25'52\"W	102.52'
L 5	N 12°14'18\"W	108.70'
L 6	N 55°15'15\"E	24.75'

## LEGEND

CALCULATED INTERSECTION  
 IRON PIN SET (REBAR)  
 IRON PIN FOUND  
 CONCRET MARKER FOUND  
 BOUNDARY LINE  
 EDGE OF ROW.  
 FENCE LINE  
 DEED REFERENCE



## NOTES

1. BEARINGS ARE REFERENCED TO MAGNETIC NORTH FROM A SINGLE COMPASS READING
2. BOUNDARY LINES AND CALCULATIONS ARE COMPUTED FROM A CLOSED EDM SURVEY WITH A PRECISION IN EXCESS OF 1/10,000
3. NO ATTEMPT WAS MADE DURING THE COURSE OF THIS SURVEY TO IDENTIFY ANY OTHER RIGHTS OR EASEMENTS WHICH MAY EXIST ON OR OVER THESE PREMISES
4. ABUTTERS AND DEED REFERENCES ARE BASED ON INFORMATION PROVIDED BY THE OWNER AND OR HIS AGENT AND ARE ASSUMED TO BE CURRENT
5. SUBDIVISION LINES ARE AS DIRECTED BY THE OWNER OR HIS AGENT
6. SIGNIFICANT INCONSISTENCIES WITH THE RECORD DESCRIPTIONS ARE NOTED IN PARENTHESES

## PLAN OF LANDS OF

PETER &amp; KIM RICHARDSON

TROY

VERMONT

JOB #9508

SCALE 1" = 200'

APRIL, 1995

BROW SURVEYING INC.

ORLEANS, VERMONT



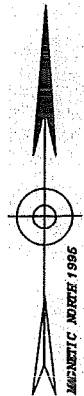
N/F ROBERT & GRACE MILLARD  
BK 43, PG. 171

TO BE CONVEYED

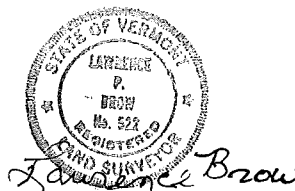
AREA = 39.44 ACRES  
TO CENTERLINE OF  
TOWN HIGHWAY #28

GREEN MT. TALC CORP.  
BK 47, PG. 46

GREEN MT. TALC  
BK 47, PG. 46



I CERTIFY THIS TO BE AN ACCURATE SURVEY  
BASED ON PHYSICAL EVIDENCE FOUND AND  
PERTINENT DEEDS



WARRANTY DEED Rev. 6/84

TUTBLANK REGISTERED U. S. PAT. OFFICE  
TUTTLE LAW PRINT. PUBLISHERS: RUTLAND, VT 05701

3/171

# Know all Men by these Presents

That We, ROBERT JUDD, SR., and MARY P. JUDD,  
husband and wife,

of Town of Troy,  
and State of Vermont  
-----One Dollar and Other Good and Valuable Consideration-----  
paid to our full satisfaction by

in the County of Orleans,

Grantors, in the consideration of

ROBERT MILLARD and GRACE MILLARD,  
husband and wife,

of Town of Danby,  
and State of Vermont  
freely

in the County of Rutland,

Grantees, by these presents, do

unto the said Grantees.

Give, Grant, Sell, Convey And Confirm

ROBERT MILLARD and GRACE MILLARD,  
husband and wife,

certain piece of land in Town of Troy, and their heirs and assigns forever, a  
County of Orleans, in the  
and State of Vermont, described as  
follows, viz: Being a portion of all and the same land and premises as  
conveyed to the said Robert Judd, Sr., and Mary P. Judd, by Warranty  
Deed from Arthur and Leontine Belisle, dated June 10, 1970, recorded  
in Book 37, Page 285 of the Town of Troy Land Records; the portion  
thereof hereby conveyed, being described with reference to survey  
map no. 193-85, prepared by Norbert A. Blais, Registered Survey, under  
date of July 29, 1985, contains 43 acres, more or less, and is des-  
cribed as follows:

Commencing at an iron pipe which marks the southwesterly  
corner of the within-named Grantors' property; thence from said point  
of beginning S 74° 45' E along a wire fenceline which marks the bound-  
ary with property now or formerly belonging to one Retzler, a distance  
of 622' to a 10 inch elm tree; thence N 45° 30' E 200' to an iron pipe  
with cap; thence N 36° 15' E 316' to a maple clump; thence N 13° 30'  
E 210' to a 16 inch maple tree; thence N 10° W 108' to a 30 inch maple  
tree; thence N 19° W 228' to a 10 inch maple tree; thence N 19° W 204'  
to an iron pipe with cap; thence N 51° 30' E 376' along a yellow blazed  
line to a point in a fenceline; thence along said fenceline as follows:  
N 41° 30' E 93'; N 32° E 138.5' to an iron pipe with cap; N 19° W 70'  
N 22° W 100'; N 25° 30' W 123.5'; N 27° W 70'; N 35° W 161'; N 31° 30'  
W 120'; N 25° 30' W 533'; N 37° 30' W 100'; N 42° 30' W 160'; S 60°  
30' W 57'; S 11° 15' W 2633' to the point of beginning, said last des-  
cribed course being further evidenced by an existing blazed line painted  
blue; together with a right of way 30 feet in width to said excep-  
ted and reserved parcel from Town Highway No. 28 (Loop Road). Said  
right of way extending over an existing drive in front of the farm-  
house and proceeding from the centerline of Town Highway No. 28, as  
follows: S 52° W 155' and thence S 34° 30' E 167'.

Reference is here made to the above-mentioned deeds and  
their records and to all prior deeds and the records thereof for a  
further and more complete description of the land and premises hereby  
conveyed.

There is excepted and reserved from the herein conveyed  
land and premises a spring of water and pipeline right of way thereto  
as excepted and reserved in the aforementioned Warranty Deed from  
Arthur and Leontine Belisle to Richard and Mary Judd.

purtenances thereof, to the said Grantee s,

ROBERT MILLARD and GRACE MILLARD,  
husband and wife, and their  
heirs and assigns, to their own use and behoof forever;  
And we, the said Grantor s,

ROBERT JUDD, SR., and MARY P. JUDD,  
husband and wife, for ourselves and our heirs,  
executors and administrators, do covenant with the said Grantees,

ROBERT MILLARD and GRACE MILLARD,  
husband and wife, and their  
heirs and assigns, that until the en 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  
the 1985 Real Estate Taxes which are to be prorated by the parties  
hereto in accordance with the terms of their agreement,

And We,  
hereby engage to Warrant And Defend the same against all lawful claims  
whatever, Except as aforesaid.

In Witness Whereof, we hereunto set our hands and seal s  
this 15th day of August A. D. 19 85

In Presence of

Andrew J. Depina

Robert Judd, Sr.  
ROBERT JUDD, SR.

Jeannine Sicard  
Two witnesses to both signa-  
tures.

Mary P. Judd  
MARY P. JUDD

State Of Vermont,  
County of Orleans

} ss. At Newport City, Vermont this  
15th day of August A. D. 19 85,

ROBERT JUDD, SR., and MARY P. JUDD,

personally appeared, and they each acknowledged this instrument, by  
them sealed and subscribed, to be their free act and deed.

Before me

Andrew J. Depina

NOTARY PUBLIC

(Title)

RECEIVED BY THE CLERK'S OFFICE Aug 23 1985  
AT 8:00 AM A.M.  
RECEIVED BY THE CLERK'S OFFICE  
OF THE VERMONT DEPARTMENT OF LANDS  
ATTEST Jeannine Sicard  
Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
--ACKNOWLEDGMENT--  
Return Rec'd.-Tax Paid-Board of Health Cert. Rec'd.-  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 1673123  
Signed J. Depina, Clerk  
Date 8-23-85



43/121

# Know all Men by these Presents

That We, ROBERT JUDD, SR., and MARY P. JUDD,  
husband and wife,

of Town of Troy, in the County of Orleans,  
and State of Vermont Grantors, in the consideration of  
-----One Dollar and Other Good and Valuable Consideration-----~~DAHUSXX~~  
paid to our full satisfaction by

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife,

of Town of Troy, in the County of Orleans,  
and State of Vermont Grantees, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee s,

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife,

and their heirs and assigns forever, a  
certain piece of land in Town of Troy, in the  
County of Orleans, and State of Vermont, described as  
follows, viz: Being all and the same land and premises as conveyed to the  
said Robert Judd, Sr., and Mary P. Judd by Warranty Deed from Arthur  
Belisle and Leontine Belisle, dated June 10, 1970, recorded in Book  
37, Page 285 of the Town of Troy Land Records, and being therein des-  
cribed as follows:

"Being the former home farm of Joseph Lefarier consisting  
of 302 3/4 acres, more or less, and being all of Lots #61, 62 and 83  
in that part of Troy granted John Kelley according to a plan of said  
lots made by John Flint; and being all and the same land and premises  
conveyed to Eugene Lefarier by Frank J. Lefarier, Administrator of the  
Joseph Lefarier Estate by Administrator's Deed dated December 18, 1941,  
recorded in Book 29, Page 515 of the Troy Land Records.

Excepting and Reserving, however, certain mineral rights  
described in a deed of Peter Phillips to A.M. Bradley, dated August  
5, 1881, recorded in Book 13, Page 67 of the Troy Land Records and  
certain pole rights now enjoyed by the Rural Electrification Associa-  
tion.

Meaning hereby to convey all and the same land and premises  
conveyed by Eugene Lefarier to Arthur and Leontine Belisle by Warranty  
Deed dated October 1, 1942, recorded in Book 30, Page 427 of the Troy  
Land Records.

Excepting and Reserving a parcel of land, together with any  
buildings and improvements thereon, more particularly described as  
follows:

Starting at a point on the southwesterly side of the Loop  
Road, so-called, on which point a line fence is located; thence pro-  
ceeding in a general Southerly direction along said line fence a dis-  
tance of 554 feet to a point for a corner; thence proceeding in a general  
northeasterly direction a distance of 355 feet to the southwesterly  
side of said road; thence proceeding in a general northwesterly direction  
along the southwesterly side of said highway a distance of 421 feet  
to the point of beginning. Said parcel is triangular in shape and  
contains approximately 1.715 acres.

There is also excepted and reserved the spring, which is  
located approximately 546 feet southerly of the southwest corner of  
the house on said excepted and reserved parcel, and a parcel of land  
48 feet on each of four sides around said spring. There is also ex-  
cepted and reserved a right of way to and from said spring, and the  
right to lay, maintain, repair and re-lay if necessary a pipeline to  
said spring."

It is hereby noted that the aforesaid spring is located  
on the hereinafter excepted 43 acre parcel of land.

There is further excepted and reserved a portion of the above described land and premises containing 43 acres, more or less, bounded and described as follows:

Commencing at an iron pipe which marks the southwesterly corner of the within-named Grantors' property; thence from said point of beginning S 74° 45' E along a wire fenceline which marks the boundary with property now or formerly belonging to one Retzler, a distance of 622' to a 10 inch elm tree; thence N 45° 30' E 200' to an iron pipe with cap; thence N 36° 15' E 316' to a maple clump; thence N 13° 30' E 210' to a 16 inch maple tree; thence N 10° W 108' to a 30 inch maple tree; thence N 19° W 228' to a 10 inch maple tree; thence N 19° W 204' to an iron pipe with cap; thence N 51° 30' E 376' along a yellow blazed line to a point in a fenceline; thence along said fenceline as follows; N 41° 30' E 93'; N 32° E 138.5' to an iron pipe with cap; N 19° W 70'; N 22° W 100'; N 25° 30' W 123.5'; N 27° W 70'; N 35° W 161'; N 31° 30' W 120'; N 25° 30' W 533'; N 37° 30' W 100'; N 42° 30' W 160'; S 60° 30' W 57'; S 11° 15' W 2633' to the point of beginning, said last described course being further evidenced by an existing blazed line painted blue; together with a right of way 30 feet in width to said excepted and reserved parcel from Town Highway No. 28 (Loop Road). Said right of way extending over an existing drive in front of the farmhouse and proceeding from the centerline of Town Highway No. 28, as follows: S 52° W 155' and thence S 34° 30' E 167'.

The last excepted and reserved parcel herein, together with the right of way thereto is described with reference to Survey Map No. 193-85, prepared by Norbert A. Blais, Registered Surveyor, under date of July 29, 1985.

Reference is here made to the above-mentioned deeds and their records, and to all prior deeds and the records thereof for a further and more complete description of the land and premises hereby conveyed.

This instrument shall also constitute a Bill of Sale and evidence of delivery of all barn and milking equipment situated in and upon the herein conveyed land and premises. Said items are more specifically as follows:

- One (1) Ideal Gutter Cleaner #8301, Model 400;
- One (1) Ideal Gutter Cleaner #3166, Model 400;
- One (1) 1,000 gal. Dairy Kool bulk tank w/3 compressor packs;
- One (1) Starline Silo Unloader;
- One (1) 14 x 32 Roof Silo;
- One (1) La Joie Roof top Elevator with wheels;
- One (1) Brock Grain Auger
- One Skyline Mobile Home, Model FK

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantees,

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife,

and their heirs and assigns, to their own use and behoof forever;  
And we, the said Grantors,

ROBERT JUDD, SR., and MARY P. JUDD,  
husband and wife,

for ourselves and our heirs,  
executors and administrators, do covenant with the said Grantee s,

PETER RICHARDSON and KIM RICHARDSON,  
husband and wife, and their

heirs and assigns, that until the ensembling 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 the  
1985 Real Estate Taxes which are to be profated by the parties here-  
to in accordance with the terms of their agreement;

And We  
hereby engage to Warrant and Defend the same against all lawful claims  
whatever, Except as aforesaid.

In Witness Whereof, we hereunto set our hands and seals  
this 15th day of August A. D. 1985

In Presence of

*Andrew Depin*  
*Th. B. W. R.*  
Two witnesses to both signa-  
tures.

*Robert Judd Sr*  
ROBERT JUDD, SR.,

*Mary P. Judd*  
MARY P. JUDD



State of Vermont, } ss. At Newport City, Vermont this  
ORLEANS County 15th day of August A. D. 1985,

ROBERT JUDD, SR., and MARY P. JUDD,

personally appeared, and they each acknowledged this instrument, by  
them sealed and subscribed, to be their free act and deed.

Before me *Andrew Depin*  
NOTARY PUBLIC  
(Title)

FRY, VT. TOWN CLERK'S OFFICE Aug 31 1985  
AT 3:01 O'CLOCK P.  
RECEIVED THE ABOVE INSTRUMENT  
OF WHICH IS A TRUE COPY  
ATTEST *James Bennett*  
Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
TAX Rec'd. Tax Paid-Board of Health Cert. Rec'd.  
Land Use & Development Plans Act Cert. Rec'd.  
Return No. 673114  
Signed *J. Bennett* Clerk  
Date 8-31-85

Warranty Deed

Now all Men by these Presents: That, we Arthur Belisle and Leontine Belisle, both of Troy in the County of Orleans and State of Vermont Grantor's, in the consideration of One Dollar and other valuable consideration paid to our full satisfaction by Robert Judd and Mary Judd, husband and wife, both of Troy in the County of Orleans and State of Vermont Grantees, by these presents, do freely Give, Grant, Sell, Convey, and Confirm unto the said Grantees Robert Judd and Mary Judd, husband and wife, as Tenants by the Entirety and their heirs and assigns forever, a certain piece of land in the Town of Troy in the County of Orleans and State of Vermont, described as follows, viz:

Being the former homw farm of Joseph Lefarier consisting of 302 3/4 acres, more or less, and bing all of Lots #61, 62 and 83 in that part of Troy granted John Kelley according to a plan of said lots made by John Flint; and being all and the same land and premises conveyed to Eugene Lefarier by Frank J. Lefarier, Administrator of the Joseph Lefarier Estate by Administrator's Deed dated December 18, 1941, recorded in Book 29, Page 515 of the Troy Land Records.

Excepting and deservng, however, certain mineral rights described in a deed of Peter Phillips to A. M. Bradley, dated August 5, 1881, recorded in Book 13, Page 67 of the Troy Land Records and certain pole rights now enjoyed by the Rural Electrification Association.

Meaning hereby to convey all and the same land and premises conveyed by Eugene Lefarier to Arthur and Leontine Belisle by Warranty Deed dated October 1, 1942, recorded in Book 30, Page 427 of the Troy Land Records.

Excepting and Reserving a parcel of land, together with any buildings and improvements thereon, more particularly described as follows:

Starting at a point on the southwesterly side of the Loop Road, so-called, on which point a line fence is located; thence proceeding in a general Southerly direction along said line fence a distance of 554 feet to a point for a corner; thence proceeding in a general northeasterly direction a distance of 355 feet to the southwesterly side of said road; thence proceeding in a general northwesterly direction along the southwesterly side of said highway a distance of 421 feet to the point of beginning. Said parcel is triangular in shape and contains approximately 1.715 acres.

There is also excepted and reserved the spring, which is located approximately 546 feet southerly of the southwest corner of the house on said excepted and reserved parcel, and a parcel of land 48 feet on each of four sides around said spring. There is also excepted and reserved a right of way to and from said spring, and the right to lay, maintain, repair and re-lay if necessary a pipeline to said spring.

Reference is here made to the above mentioned deeds and their records, and to all prior deeds and the records thereof, for a more particular description of the land and premises hereby conveyed.

Possession of the house on the above property hereby conveyed is reserved until August 1, 1970.

This instrument shall also act as a bill of sale and evidence of delivery of all the personal property on the above conveyed Real Estate except the household furniture, 1968 Dodge, 1970 Chevrolet and 1963 Ford.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantees Robert Judd and Mary Judd, husband and wife, as Tenants by the Entirety their heirs and assigns, to their own use and behoof forever; And we the said Grantors Arthur Belisle and Leontine Belisle for ourselves and our heirs, executors and administrators, do covenant with the said Grantees Robert Judd and Mary Judd their 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 convey the same in manner aforesaid, that they are Free From Every Encumbrance; except the taxes for the year 1970 which are to be prorated as of June 15, 1970.

and we hereby engage to Warrant and Defend the same against all lawful claims whatever, except said taxes as afore said.

In witness whereof, we hereunto set our hands and seals this 10th day of June A. D. 1970

In presence of

/s/ Raymond A. Peterson  
Witness to both signatures

/s/ Arthur Belisle

/s/ D. S. Bicknell  
Witness to both signatures

/s/ Leontine Belisle

State of Vermont At City of Newport this 10th day of June A. D. 1970

County of Orleans

Arthur Belisle and Leontine Belisle

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

Before me /s/ Raymond A. Peterson  
Notary Public

TROY, VT. TOWN CLERK'S OFFICE June 11 1970  
AT 9 O'CLOCK A.M.  
RECEIVED THE ABOVE INSTRUMENT  
OF WHICH IS A TRUE COPY  
ATTEST M. S. Duties  
Town Clerk

865  
340