

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that John Greenberg and Kathryn O. Greenberg, husband and wife, of Brattleboro in the County of Windham and State of Vermont, Grantors, in the consideration of One Dollar and other valuable consideration paid to their full satisfaction by Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, and her successors and assigns, Grantee, by these presents, do freely give, grant, sell, convey and confirm unto the said Grantee, Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, and her successors and assigns forever, a certain piece of land in Dummerston, in the County of Windham and State of Vermont, described as follows, viz:

Being a portion of the land and premises conveyed to John Greenberg and Kathryn O. Greenberg, husband and wife, by Warranty Deed of James A. Loney dated June 3, 1996, and recorded on June 3, 1996, at Book 66, Page 156 of the Dummerston Land Records, being described as "Proposed Lot Line Adjustment Area" on the survey entitled "LOTLINE ADJUSTMENT PLAN PREPARED FOR FAIRPOINT COMMUNICATIONS" dated March 14, 2012, drafted by SVE Associates and recorded at slide 120A, Map 218 of the Dummerston Land Records.

Beginning at an iron pin on the property line of John and Kathryn Greenberg and the northerly boundary of the grantee, Barbara R. Loney Trust, said point being N 72° 59' 46" W a distance of 260.33 feet from the northeast corner of the land of the grantee and on the property line of John & Kathryn Greenberg and at the northwest corner of land of the Housing Foundation Inc.; thence N 72° 59' 46" W a distance of 241.42 feet to a point; thence S 2° 34' 52" E a distance of 130.00 feet to a point; thence S 15° 44' 41" W a distance of 57.65 feet to a point; thence along a curve to the left with a chord of S 5° 45' 19.03" E and chord length of 58.64 feet, a course length of 60.04 feet and a radius of 80.00 feet to a point; thence S 27° 15' 19" E a distance of 148.49 feet to a point; thence S 12° 45' 53" E a distance of 24.05 to a point, the last six courses being along the former boundary between Greenberg and Loney Trust; thence S 77° 14' 07" W a distance of 49.98 feet to a point; thence N 12° 45' 53" W a distance of 17.73 feet to an iron pin; thence N 27° 54' 33" W a distance of 200.18 feet to an iron pin; thence N 3° 22' 14" E a distance of 195.43 feet to an iron pin; thence N 11° 40' 16" E a distance of 162.61 feet to an iron pin; thence N 40° 58' 18" E a distance of 25.82 feet to an iron pin; thence N 89° 17' 36" E a distance of 63.71 feet to an iron pin; thence S 49° 54' 35" E a distance of 234.55 feet to an iron pin; thence S 2° 24' 56" E a distance of 78.30 feet to place of beginning, the last nine courses being along the new boundary line between Greenberg and Barbara R. Loney Trust; containing 1.46 acres, more or less.

The purpose of this Warranty Deed is to add the Proposed Lot Line Adjustment Area, being 1.46 acres, to the land premises conveyed to Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, by (i) Warranty Deed of Barbara R. Loney dated June 26, 2009, and recorded on July 14, 2009, at Book 101, Page 424 of the Dummerston Land Records and (ii) Decree of Distribution dated November 30, 2009, and recorded on December 22, 2009, at Book 103, Page 94 of the Dummerston Land Records, being 4.42 acres, resulting in a parcel of land being 5.88 acres.

Grantors acknowledge and agree that the land and premises conveyed herein shall be benefitted

by that certain right-of-way 50' in width over the remaining lands of the Grantors, which right-of-way is described in the Warranty Deed of Burtek, Inc. to Harold L. Loney and Barbara R. Loney dated June 27, 1985, and recorded on June 30, 1985, at Book 50, Page 144 of the Dummerston Land Records, on the same terms and conditions as described therein.

Reference is hereby made to the aforementioned deeds, instruments, plans, permits and approvals, the records thereof, and the references therein and the respective records thereof, all in further aid of this description.

Notice of permit requirements: In order to comply with applicable state Rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable Rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, and her successors and assigns, to her own use and behoof forever; and the said Grantors, John Greenberg and Kathryn O. Greenberg, for themselves and their heirs and assigns, do covenant with the said Grantee, Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust and her successors and assigns, that until the ensembling of these presents, they are the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that it is **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid; and they 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 this 17<sup>th</sup> day of August, 2016.

In Presence Of:

Carole J. Mills  
Notary Public

By: John Greenberg

By: Kathryn O. Greenberg

STATE OF VERMONT  
WINDHAM COUNTY, SS.

At Brattleboro this 17<sup>th</sup> day of August 2016, John Greenberg and Kathryn O. Greenberg personally appeared and they acknowledged this instrument by them sealed and subscribed, to be their free act and deed.

Before Me: Carole J. Mills  
Notary Public  
My Commission Expires: 02/10/2019

**ACT 250 DISCLOSURE STATEMENT  
VERMONT NATURAL RESOURCES BOARD  
MONTPELIER, VERMONT 05602**

NOTE: IF THIS TRANSACTION DOES NOT INVOLVE THE PARTITION OR DIVISION OF LAND BY A PERSON, THIS ACT 250 DISCLOSURE STATEMENT IS NOT REQUIRED. REFER TO 10 V.S.A. § 6001(14)(a) and (b) FOR THE DEFINITION OF "PERSON".

1. SUBDIVIDER'S (TRANSFEROR) FULL NAME(S)	MAILING ADDRESS
John & Kathryn Greenberg	564 Butterfield Road Brattleboro, VT 05301

NAME OF CONTACT PERSON FOR SUBDIVIDER	MAILING ADDRESS	TELEPHONE NO.
Carole J. Melis, Esq.	PO Box 368, 1836 Grafton Road, Townshend, VT 05353	(802) 365-4728

2. BUYER'S (TRANSFeree) FULL NAME(S)	MAILING ADDRESS
Barbara E. Loney, Trustee of the Barbara R. Loney Declaration of Trust	c/o William J. Cheeseman Esq. PO Box 909 Norwich, VT 05055

3. DESCRIPTION OF PROPERTY	ROAD	NUMBER OF ACRES
TOWN Dummerston	US Route 5	1.46

4. State the total number of lots or parcels the Subdivider intends to create as part of this partition or division of land.  
NUMBER OF LOTS 2

5. Has the Subdivider divided or partitioned any other land within the past five years which is located within the same town or district or is located within five miles (if in a different district)?

See map.	Lots within the same town?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	NUMBER OF LOTS _____
	Lots within the same district?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	NUMBER OF LOTS _____
	Lots within five miles?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	NUMBER OF LOTS _____

6. Have the Subdivider's parents or children (natural or adoptive) or spouse or any trust, corporation, or other entity affiliated with the Subdivider, divided or partitioned any other land within the past five years which is located within the same town or district or is located within five miles (if in a different district) of the land being partitioned?

NO       YES IF "YES," COMPLETE THE FOLLOWING ABOUT THE FAMILY MEMBER

NAME	ADDRESS	RELATIONSHIP
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7. Did the Subdivider profit or derive any consideration or financial benefit from the partition or division of the land of that family member or other entity as listed in #6 above.

NO       YES IF "YES," COMPLETE THE FOLLOWING ABOUT THE FAMILY MEMBER

NAME	ADDRESS	RELATIONSHIP
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8. Will any family member or entity listed in #6 above derive any profit or consideration, or acquire any other beneficial interest from the partition or division of the land subject to this statement? (Read instructions before answering.)

NO  YES IF "YES," LIST THE FAMILY MEMBER BELOW.

NAME OF FAMILY MEMBER

RELATIONSHIP TO SUBDIVIDER

9. List below in the space provided the name of all individuals and entities affiliated with the subdivider(s) in the partition or division of the subject land, as that affiliation is conditioned and limited according to the definition of "person" in 10 V.S.A. § 6001(14).

NAME

NATURE OF AFFILIATION

10. List below any partition or division of land by any individuals or entities now or previously affiliated with the Subdivider(s) for benefit or profit which has occurred within the preceding five years (including this transaction) and which is located within five miles of the land being divided or partitioned, within the jurisdictional area of the District Environmental Commission (see District Map), or within the same town.

NAME

LOCATION (TOWN)

DESCRIPTION OF LAND

NO. OF LOTS

DATE CREATED

11. NOTICE THAT AN ACT 250 PERMIT MAY BE REQUIRED

As the Subdivider(s) of this property, I/we hereby notify the buyer that an Act 250 permit may be required prior to this partition or division of the property. Failure to obtain an Act 250 permit in violation of 10 V.S.A. § 6081 may result in prosecution under the Environmental Enforcement Act, 10 V.S.A. Chapter 200.

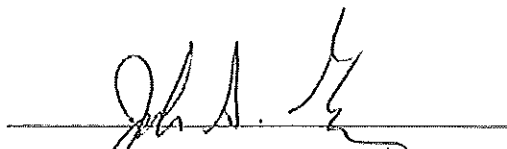
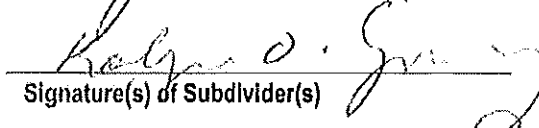
Prior to the partition or division of the land in question, the buyer may submit to the District Coordinator this Disclosure Statement and other relevant information and should request a jurisdictional opinion from the District Coordinator as to the applicability of Act 250 to this proposed partition or division of land.

12. If an Act 250 permit has been issued for the land being partitioned, enter the Land Use Permit Number 2W0615-3

I/we the Subdivider(s) hereby swear and affirm that this Disclosure Statement is true and complete to the best of my/our knowledge. Knowing falsification of any statement contained herein is punishable pursuant to the provisions of 10 V.S.A. § 6003; 10 V.S.A. Chapters 201 and 211; and 13 V.S.A. § 3016.

DATE:

8/17/16

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Signature(s) of Subdivider(s)

**GRANT OF ENVIRONMENTAL RESTRICTIONS,  
RIGHT OF ACCESS, AND EASEMENT**

THIS GRANT OF ENVIRONMENTAL RESTRICTIONS, RIGHT OF ACCESS, AND EASEMENT ("Grant") is made this 7<sup>th</sup> day of October, 2015, by Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, and its successors and assigns ("Grantor"), for the benefit of the State of Vermont, Agency of Natural Resources, and any successor agencies ("Grantee" or "Agency of Natural Resources").

**WITNESSETH:**

WHEREAS, Telephone Operating Company of Vermont LLC D/B/A FairPoint Communications ("FairPoint") leases the garage facility located at 917 U.S. Route 5 in Dummerston, Vermont which is situated on lands and premises owned by Grantor, said premises are more particularly delineated on a survey plan entitled "Lotline Adjustment Plan" dated March 14, 2012, prepared by Peter R. Boemig, and being CAD File No. B4238A 02, recorded at Slide 120A, Map 218 of the Town of Dummerston Land Records (the "Parcel"), as more particularly described in Exhibit A; and

WHEREAS, certain easements, rights, obligations, covenants, and restrictions, as more particularly set forth below, are necessary at certain portions of the Parcel for construction, operation, and maintenance of response actions at the site and to ensure that future activities at the Parcel do not interfere with response activities, or in any way increase ecological, human, or environmental risks at the Parcel; and

WHEREAS, it is the purpose of this instrument to convey real property rights from the Grantor to the Grantee, including, but not limited to, easements, rights of access, other rights, obligations, covenants, and use restrictions, all of which will run with the parcel in perpetuity, to the Agency of Natural Resources; and

WHEREAS, the Grantor agrees that these environmental restrictions, right of access, and easement will run with the Parcel in perpetuity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor and Grantee, the Grantor, on behalf of itself, by these presents does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the Grantee, and its authorized representatives, successors and assigns, and with WARRANTY, COVENANTS forever, these environmental restrictions, right of access, and easement, and shall apply to the Parcel, as set forth below:

1. Easement Rights of Access. Grantor grants to Grantee the perpetual right and easement and right of access in, on, upon, to, through, over and under the Parcel for the following purposes:
  - a. environmental sampling on the Parcel;
  - b. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
  - c. determining whether the Parcel is being used in a manner that is prohibited or restricted;
  - d. enforcing the rights of Grantee to the Parcel and the covenants of the Grantor set forth herein; and
  - e. ingress and egress to and from the Parcel.
  
2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:
  - a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants, and contaminants on or from the Parcel;
  - b. Grantor shall not use the Parcel for residential purposes or allow any other person to use the Parcel for residential purposes; and
  - c. Grantor shall provide a soils management plan to the Grantee prior to excavation or earth movement on the property. The soil management plan shall describe the areas where activities are taking place, what sampling will take place, and how Grantor will manage contaminated soils.
  
3. Dispute resolution. In cases where the Vermont Department of Environmental Conservation Commissioner ("Commissioner") determines, in the Commissioner's sole reasonable discretion, that a dispute involving this Grant has the potential to create a threat to public health or the environment, the Commissioner may waive these dispute resolution

provisions. In all other disputes involving this Grant, the following dispute resolution provisions shall be followed:

- a. The Grantor or the Grantee may initiate dispute resolution by providing written notice to the other party, identifying the matter(s) in dispute, and requesting that this process be initiated. In the event of such notice, the parties shall attempt to resolve the matters in dispute through informal discussions within ten (10) working days after receipt of such notice.
- b. If the parties are unable to resolve the dispute via informal discussions within the ten (10) working day period, the Grantor and Grantee shall each submit to the other a written summary of the matter(s) in dispute and a statement of their position on that matter ("Statement of Position"), including any data, analysis, or opinion supporting that position and all supporting documentation.
- c. Within ten (10) working days of submitting the Statement of Position, the Grantor and Grantee shall confer and attempt to resolve the dispute. If after the ten (10) working day period there is no resolution, then the Commissioner shall compile an administrative record consisting of all documents submitted by either party. Based upon that record, the Commissioner, or designee, shall issue a written decision and send the decision to the Grantee within thirty (30) working days. The decision of the Commissioner will be final and shall be binding on the Parties, unless a court of competent jurisdiction grants review of the dispute.
- d. If a court grants review of a dispute involving this Grant, the court's review shall be limited to the administrative record and the Commissioner's decision established under Paragraph 3(c) above.
- e. Time periods for the resolution of disputes may be extended or shortened by mutual agreement of the Grantor and Grantee. Grantor and Grantee agree to use their best efforts to resolve all disputes at the earliest possible time taking into consideration the primary objective of protecting the public health, welfare, safety, and the environment.

#### 4. Enforcement.

- a. The Grantee shall be entitled to enforce the terms of this Grant by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont.

- b. The Grantor agrees that a violation of the terms of this Grant will constitute irreparable harm and entitle Grantee to injunctive relief.
  - c. All reasonable costs and expenses of Grantee, including, but not limited to, attorney's fees, incurred in any enforcement action shall be borne by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
  - d. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in this Grant shall be construed to limit or otherwise affect the Grantee's rights of entry and access provided by law or regulation.
  - e. Enforcement of this Grant shall be at the discretion of the Grantee, and any forbearance, delay, or omission to exercise their rights under this Grant shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this Grant.
  - f. Grantee shall be entitled to recover monetary damages for violations of the terms of this Grant, or for any injury to the response actions.
  - g. Grantee shall be entitled to recover damages and seek civil penalties, if available, for injury to the public health and welfare or to the environment protected by this Grant.
5. Severability. The provisions of this Grant are severable. If any provision of this Grant is invalid, or if any application of this Grant to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.
6. Provisions to Run With the Land in Perpetuity. The environmental restrictions, rights of access, easements, obligations and covenants granted in this instrument shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's agents, successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors, and assigns.
7. Incorporation into Leases. Grantor hereby agrees to incorporate these Environmental Restrictions, in full or by reference, into all leases, including without limitation the lease with FairPoint, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Premises, or any portion thereof, is conveyed.

8. Termination.

- a. This Grant may be modified or terminated in whole or in part only upon written agreement between the Grantor, its successors or assigns, and the Grantee, signed by the Grantee and recorded in the land records in the Town of Dummerston.
- b. The Grantee may terminate this Grant at such time or times, if ever, when the Grantee, in its sole reasonable discretion, determines that termination is necessary or that the purposes of this Grant have been achieved.

9. Miscellaneous Rights and Obligations.

- a. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of these Environmental Restrictions.
- b. If Grantor or its successors and assigns become delinquent in payment of said taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.
- c. Grantor does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel are free and clear of any and all encumbrances, that Grantor shall warrant, defend, and indemnify against all lawful claims whatever, and that Grantee and its successors and assigns shall have the use of and enjoyment all of the benefits derived from and arising out of this Grant.
- d. Grantee shall be entitled to record this Grant, or to record a notice making reference to the existence of this Grant, in the Land Records for the Town of Dummerston 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.
- e. The parties hereto recognize and agree that the benefits of this Grant are in gross and are assignable by Grantee, subject to notice to Grantor

and recording of the assignment in the Land Records for the Town of  
Dummerston.

**TO HAVE AND TO HOLD this Grant of Environmental Restrictions, Rights of  
Access and Easements unto the said Grantee Agency of Natural Resources of  
Vermont, its authorized representatives, successors and assigns forever.**

Signature page follows.

**EXHIBIT A**

**Property Description**

Being all the same lands and premises conveyed to Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, by (i) Warranty Deed of Barbara R. Loney dated June 26, 2009, and recorded on July 14, 2009, at Book 101, Page 424 of the Dummerston Land Records and (ii) Decree of Distribution dated November 30, 2009, and recorded on December 22, 2009, at Book 103, Page 94 of the Dummerston Land Records, being 4.42 acres, and also including a portion of the lands and premises conveyed to John Greenberg and Kathryn O. Greenberg, husband and wife, by Warranty Deed of James A. Loney dated June 3, 1996, and recorded on June 3, 1996, at Book 66, Page 156 of the Dummerston Land Records, being described as "Proposed Lot Line Adjustment Area" on the survey entitled "LOTLINE ADJUSTMENT PLAN PREPARED FOR FAIRPOINT COMMUNICATIONS" dated March 14, 2012, drafted by SVE Associates and recorded at slide 120A, Map 218 of the Dummerston Land Records, resulting in a parcel of land being 5.88 acres.

Reference is hereby made to the above mentioned deeds and their records and to all deeds and records referred to therein for a more particular description of the herein conveyed lands and premises.

IN WITNESS WHEREOF, the Grantor, Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, has caused these presents to be executed and sealed below the day and year first above written.

Robeta L Cooper  
Witness

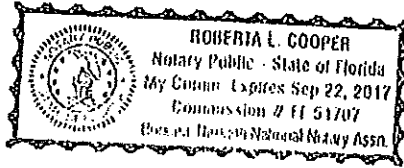
by: Barbara R. Loney, Trustee  
Printed name: Barbara R. Loney  
Trustee of Barbara R. Loney Declaration of Trust  
Barbara R. Loney Trust

STATE OF FLORIDA  
COUNTY OF LEE, ss.

At Fort Myers this 7<sup>th</sup> day of October, 2015, Barbara R. Loney, Trustee of Barbara R. Loney Declaration of Trust, personally appeared and acknowledged this instrument by her sealed and subscribed to be her own free act and deed.

Before me: Robeta L Cooper  
Notary Public  
Commission expires ~~February 10, 2019~~

[Affix Seal]



Provided

Florida Driver license # AD