

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **THE BOMBARDIER FAMILY CORPORATION**, a Vermont corporation with a principal place of business in the Town of Richmond and State of Vermont (“Grantor”), in consideration of the sum of Ten and More Dollars, paid to its full satisfaction by **RICHMOND LAND TRUST, INC.**, a Vermont nonprofit corporation with a principal place of business in the Town of Richmond and State of Vermont (“Grantee”), by these presents, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantee, and its successors and assigns forever, a certain piece of land with all appurtenances thereto in the Town of Richmond, County of Chittenden and State of Vermont (the “Premises”), described as follows, viz:

Being all and the same land and premises described as Parcel No. 2 in the Warranty Deed of Mary S. Bombardier to The Bombardier Family Corporation dated December 26, 1991 and recorded in Volume 77 at Page 11 of the Town of Richmond Land Records.

The Premises are more particularly depicted as “P/O Lot 3, 11.1 Acres +/-” on a plat entitled: “Plat Showing Survey and Subdivision of Property of Mary Bombardier, Cochran Road, Richmond, Vermont,” prepared by Vaughn C. Button, dated July 15, 1991 and recorded in Map Book 6 at Page 48 (Map Slide 67) of the Town of Richmond Land Records (the “Premises Plat”). As set forth on the Premises Plat, the Premises are bounded on the north by the Winooski River, on the west by the Huntington River and on the south and east by Cochran Road.

Reserved and excepted from the Premises is an easement for a wastewater disposal field, which said easement area is shown and depicted on a plat of land entitled: “Two Lot Subdivision Plat of Survey Showing Lands of Bombardier Family Corporation, 3358 Cochran Road, Richmond, Vermont,” prepared by Button Professional Land Surveyors, PC, dated April 20, 2009 and recorded on Map Slide 123 at Page 147 of the Town of Richmond Land Records. Said wastewater disposal easement is for the construction of a wastewater disposal system to serve Lots 1 and 3 located on the southerly side of Cochran Road as depicted on said survey plat. The herein reserved easement shall include the right of the owners of Lots 1 and 3, their heirs, successors and assigns, to enter onto the easement area for the purpose of constructing, maintaining, inspecting, testing, repairing and replacing the wastewater disposal system. Grantor and its successors and assigns shall be responsible for any and all costs relating to the wastewater system. By the acceptance of this conveyance, Grantee, for itself and its successors and assigns, covenants and agrees not to construct or erect any improvements on the wastewater disposal system field easement area or to take or cause to be taken any action which will interfere with the wastewater disposal field. Notwithstanding the above, Grantee and its successors and assigns shall have the right to make use of the surface of the land subject to this easement, such as shall not be inconsistent with the use of the easement by Grantor, its successors and assigns. No trees, shrubs or other similar vegetation shall be permitted to grow above the leach field. In the event Grantee and its successor and assigns do not regularly mow the leach field area, Grantor and its successors and assigns, at their sole cost and expense, may mow the leach field area up to two (2) times annually.

Also reserved and excepted from the Premises is the right to lay, maintain, repair and replace a sewer pipeline from the easement area to Lots 1 and 3, respectively. Said pipeline easement shall be 20 feet in width centered on the sewer pipeline as installed. Should Grantor and its successors and assigns, disturb any land in connection with the exercise of the reserved easements herein, such land shall be returned to the condition which existed before such disturbance as soon as reasonably practical. Should Grantor and its successors and assigns breach any of its obligations


regarding this reserved easement, Grantor and its successors and assigns shall pay Grantee and its successors and assigns all costs, including reasonable attorneys' fees occasioned by such breach. The Premises are subject to the following: (a) utility easement granted by Louis and Mary Bombardier to New England Telephone and Telegraph Company by Warranty Deed dated June 16, 1952 and recorded in Volume 23 at Page 283 of the Town of Richmond Land Records; (b) utility easement granted by Louis and Mary S. Bombardier to Green Mountain Power Corporation by Deed dated May 11, 1966 and recorded in Volume 26 at Page 57 of the Town of Richmond Land Records; (c) easements and rights of way set forth in the Easement Deed from The Bombardier Family Corporation to the Town of Richmond dated February 7, 1993 and recorded in Volume 83 at Page 10 of the Town of Richmond Land Records; (d) easements and rights set forth in the Warranty Deed of Easement from The Bombardier Family Corporation to the Town of Richmond dated August 25, 2001 and recorded in Volume 123 at Page 197 of the Town of Richmond Land Records; (e) utility easement and right of way set forth in the Warranty Deed of The Bombardier Family Corporation to Brian R. Beane dated April 10, 2009 and recorded in Volume 189 at Page 542 of the Town of Richmond Land Records; (f) utility easement and right of way set forth in the Warranty Deed of The Bombardier Family Corporation to Mark H. Beane and Robin L. Beane dated April 10, 2009 and recorded in Volume 189 at Page 549 of the Town of Richmond Land Records; (g) rights of the public and others legally entitled to any portion of the Premises lying within the boundaries of a stream, watercourse or protected wetland; (h) rights of the public and others legally entitled thereto in any portion of the Premises lying within the boundaries of a public road, way, or street; and (i) State of Vermont Wastewater System and Potable Water Supply Permit No. WW-4-3239-R dated March 17, 2009 and recorded in Volume 188 at Page 746 of the Town of Richmond Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

TO HAVE AND TO HOLD the said granted Premises, with all the privileges and appurtenances thereto, to the said Grantee, **RICHMOND LAND TRUST, INC.**, and its successors and assigns, to their own use and behoof forever; and the said Grantor, **THE BOMBARDIER FAMILY CORPORATION**, for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and it hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

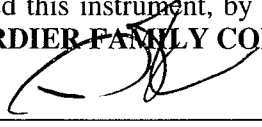
IN WITNESS WHEREOF, **THE BOMBARDIER FAMILY CORPORATION**, as evidenced by the signature of its Duly Authorized Agent, does hereby execute this Warranty Deed this 5 day of November, 2009.

THE BOMBARDIER FAMILY
CORPORATION

By: 
Roger L. Bombardier,
Duly Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 5th day of November, 2009, personally appeared Roger L. Bombardier, Duly Authorized Agent of **THE BOMBARDIER FAMILY CORPORATION**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **THE BOMBARDIER FAMILY CORPORATION**.

Before me,  _____

Notary Public

Printed Name: Joseph D. Fallon _____

Notary commission issued in Chittenden County

My commission expires: 2/10/11