

CERTIFICATION OF CORPORATE RESOLUTION
OF RICHMOND LAND TRUST, INC.

I, Theodore Lyman, Secretary, and duly authorized agent of Richmond Land Trust, Inc., hereby certify that the following resolutions were adopted at a meeting of the Directors of the Corporation:

BE IT RESOLVED, that Richmond Land Trust, Inc. is hereby authorized to convey the following parcel of land to the Mount Mansfield Modified Union School District:

Being a portion of the same lands and premises conveyed to the Richmond Land Trust, Inc. by Warranty Deed of Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996, which deed is dated December 19, 2014 and recorded at Book 227, Page 620 of the Town of Richmond Land Records.

Being an unimproved plot of land said to contain 0.69 acres, more or less, more particularly described as "30,000 SF (0.69 Acres) to be conveyed from Richmond Land Trust to Mount Mansfield School District No. 17" on a plat of survey entitled "Plat of Boundary Line Adjustment Between Lands of Richmond Land Trust and Mount Mansfield Union School District #17 650 West Main Street and 173 School Street, Richmond, Vermont," dated December 18, 2014, and recorded at Map Slide 139, Page 4 of the Town of Richmond Land Records.

The property is located on West Main Street, Richmond, Vermont.

BE IT FURTHER RESOLVED that Wright C. Preston is hereby appointed and duly authorized to serve as agent of Richmond Land Trust, Inc. for the purposes of carrying out all actions necessary in connection with the conveyance of the above-identified property, including negotiation and execution of Purchase and Sales Agreements and Addenda thereto, Deeds, Vermont Property Transfer Tax Returns and any other tax documents, Use Value Appraisal Enrollment or Discontinuance Forms, Settlement Statements, Escrow Agreements, Leases, Grants of Development Rights, Conservation Restrictions, and Easements and all other related documentation necessary to complete or in connection with the transaction, and to accept and/or deliver funds in connection therewith, and to deliver deeds and other documents of or related to the conveyance, all on behalf of the Corporation, without limitation.

DATED at Richmond, Vermont this 9th day of July, 2015.

RICHMOND LAND TRUST, INC.

RICHMOND, VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

By: Theodore Lyman
Theodore Lyman, Secretary

July 14 A.D. 2015
At 9 o'clock 15 minutes A.M. and recorded in
Book 220 Page 352 of Land Records
Attest: M. M. McLaughlin Town Clerk

18702

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that the RICHMOND LAND TRUST, INC., a Vermont non-profit corporation, Grantor, in the consideration of One and More Dollars, paid to its full satisfaction by the MOUNT MANSFIELD MODIFIED UNION SCHOOL DISTRICT, an instrumentality of the State of Vermont, Grantee, by these presents does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, MOUNT MANSFIELD MODIFIED UNION SCHOOL DISTRICT, and its successors and assigns forever, certain lands in the Town of Richmond, in the County of Chittenden, and State of Vermont, described as follows, viz:

Being a portion of the same lands and premises conveyed to the Richmond Land Trust, Inc. by Warranty Deed of Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996, which deed is dated December 19, 2014 and recorded at Book 227, Page 620 of the Town of Richmond Land Records.

Being a portion of the same lands and premises conveyed to Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated April 10, 1996 by Trustee's Deed of Beverly F. Willis dated April 9, 1999 and recorded at Book 110, Page 444 of the Town of Richmond Land Records

Being further described as a portion of the same lands and premises conveyed to Richard T. Willis (now deceased) and Beverly F. Willis by Warranty Deed of Frank G. Westall and Dorothy M. Westall dated July 15, 1970 and recorded at Book 28, Page 26 of the Town of Richmond Land Records.

Being an unimproved plot of land said to contain 0.69 acres, more or less, more particularly described as "30,000 SF (0.69 Acres) to be conveyed from Richmond Land Trust to Mount Mansfield School District No. 17" on a plat of survey entitled "Plat of Boundary Line Adjustment Between Lands of Richmond Land Trust and Mount Mansfield Union School District #17 650 West Main Street and 173 School Street, Richmond, Vermont," dated December 18, 2014, and recorded at Map Slide 139, Page 4 of the Town of Richmond Land Records.

Reference may be had to a Certification of Rebecca Holcomb, Secretary of the Vermont Agency of Education, dated November 14, 2014 and recorded at Book ____, Page ____ of the Town of Richmond Land Records, evidencing the creation of the Mount Mansfield Modified Union School District as successor-by-merger to, inter alia, Mount Mansfield Union School District No. 17.

This conveyance shall be subject to the following covenants and restrictions governing the use of the land hereby conveyed, each of which shall run with the land and shall be binding on Grantee, its successors, and assigns:

1. Grantee shall not install any lighting on the property hereby conveyed.
2. Grantee shall not install any structures on the property hereby conveyed that will be visible from Route 2; vegetative screening may be used to shield any such structures from view.

RICHMOND, VT TOWN CLERK'S OFFICE
 RECEIVED FOR RECORD
 At 8 o'clock 15 minutes A M. and recorded in
 Book 227 Page 353-355 of Land Records
 Attest: [Signature] Town Clerk
 A.D. 2015

space

3. The maximum side slope resulting from any filling or grading on the property hereby conveyed shall not exceed 2:1.
4. Grantee shall take no actions on the property hereby conveyed that will cause a violation of the Grant of Development Rights, Conservation Restrictions and Public Access Easement which encumbers the adjoining lands of RLT in favor of the Vermont Housing and Conservation Board.
5. The land shall be dedicated in perpetuity to public use and enjoyment for educational and recreational purposes.

It shall be a condition of this conveyance that if any of the above-stated covenants and restrictions shall be violated by Grantee, as finally adjudicated by a court of competent jurisdiction, and such violation is not repaired or remedied within thirty (30) days of such final adjudication, that all interest, right, and title to the property shall revert to RLT. If such Court determines Grantee has failed to comply with said covenants, Grantee shall reimburse Grantor for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other relief afforded by the Court. In the event that Grantor initiates litigation and the court determines that Grantee has not failed to comply with said covenants and that Grantor has initiated litigation frivolously or in bad faith, then Grantor shall reimburse Grantee for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

This deed shall also serve to confirm that the lands of the Grantor, as described in the December 19, 2014 Warranty Deed from Beverly F. Willis, Trustee, are subject to a one hundred foot (100') wide emergency access easement and right of way for the benefit of Grantee, and its successors and assigns. Reference may be had to the reservation contained in the Warranty Deed from Beverly F. Willis, Trustee, to Robert T. and Joy Reap dated June 25, 2014 and recorded at Book 225, Page 67 of the Richmond Land Records for a more particular description of said easement.

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 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 be not able to be improved.

This Deed does not create additional lots and complies with State land use regulations.

This conveyance is made subject to and with the benefit of any protective covenants, permits, conditions and restrictions, utility easements, spring and water rights, easements for ingress and egress and rights incident to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27, of the Vermont Statutes Annotated.

