

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That, **BEVERLY F. WILLIS**, Trustee of the **BEVERLY F. WILLIS FAMILY TRUST dated April 10, 1996**, of Williston, County Chittenden, State of Vermont, Grantor, in the consideration of Ten or More Dollars paid to its full satisfaction by **ROBERT T. REAP and JOY REAP** of Richmond, County of Chittenden, State of Vermont, Grantees, by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto said Grantees, **ROBERT T. REAP and JOY REAP**, husband and wife, as tenants by the entirety, their heirs, successors and assigns forever, a certain piece of land in Richmond, in the County of Chittenden and State of Vermont, described as follows, viz:

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

Being 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 in Volume 28 at Page 26 of the Land Records of the Town of Richmond.

Being an unimproved parcel of land said to contain 8.91 acres, more or less, with barn located thereon and more particularly depicted as "Lot 2" on a plat of survey entitled, "Plat of Survey Showing Two Lot Subdivision of Lands of Beverly F. Willis, Trustee, 840 West Main Street, Richmond, Vermont," prepared by Button Professional Land Surveyors, PC dated December 27, 2011, last revised July 9, 2013, and recorded on January 6, 2014 at Map Slide 136, Page 2 of the Land Records of the Town of Richmond.

Lot 2 conveyed herein is subject to an easement and right-of-way, to be used in common, for ingress, egress and the placement of utilities. Said easement and right-of-way is located on the herein conveyed lot adjacent to the southerly boundary of Lot 1, and is sixty feet (60') in width as it proceeds in an easterly direction from the sideline of U.S. Route 2 for a distance of one-hundred eighty feet (180'), and then narrows to a width of thirty-five feet (35') and continues easterly for a distance of forty-six and thirty-eight one-hundredths feet (46.38'), all as more particularly shown on the above-referenced plat of survey. Grantees herein, their heirs, successors and assigns, are subject to the duty to

share in the maintenance and upkeep for any roadway located within the said shared easement and right-of-way with other users of said right-of-way. The costs of maintenance, repair, snowplowing and any other expenses of any roadway located within said right-of-way shall be shared on a pro-rata basis taking into consideration the actual number of users and the point or area where such maintenance, repair, snowplowing or other expenses are carried out. Notwithstanding the foregoing, any damages to any roadway constructed within said right-of-way, beyond normal wear and tear, shall be promptly repaired by the owner of the premises who causes such damage.

Lot 2 conveyed herein is subject to an easement and right-of-way for a proposed subsurface sewage disposal system serving Lot 1, and as more particularly shown and depicted on the above-referenced plat of survey and plans approved by the Vermont Department of Environmental Conservation pursuant to Wastewater System and Potable Water Supply Permit #WW-4-3790-1, as the same may be amended from time to time.

Also conveyed to the herein Grantees, their successors and assigns, is a utility easement and right-of-way which shall run with the land for the benefit of the herein conveyed parcel. Said utility easement and right-of-way being fifty feet (50') wide and extending across Lot 3 in a generally southern direction from the herein conveyed parcel to the common boundary of Lot 3 and the parcel adjacent to Lot 3 now owned by the Chittenden East Supervisory Union School District. The exact location of said utility easement and right-of-way shall be determined by the herein Grantees, their successors and assigns, at a later time and in the sole discretion of the herein Grantees, their successors and assigns, but shall lie within an area described as follows: beginning at a point where the highway known as Interstate 89, the land owned by Chittenden East Supervisory Union School District, and Lot 3 meet, thence traveling southwest two-hundred feet (200') along the common boundary between CESU and Lot 3 to a point, thence turning towards the southwest corner of the large barn on Lot 2 and proceeding to a point on that line where Lots 2 and 3 meet, thence turning east and following the boundary between Lots 2 and 3 to a point where Lots 2 and 3 meet Interstate 89 property, thence turning south and following the boundary between Lot 3 and Interstate 89 to the point and place of beginning.

Said utility easement and right-of-way shall be for construction, installation, repair, replacement and maintenance of utilities for the benefit of the above conveyed parcel. The Grantees shall exercise this right in a careful manner and any damages to said Lot 3 caused by the Grantees shall be borne by the Grantees.

Upon establishing the final location of the easement, the Grantor, for its successors, and assigns, hereby covenants and agrees not to construct, install or permit the construction or installation of any structures or objects of any kind upon or under the surface of the ground or to change the elevation of said easement area except with the written approval of the herein Grantees, their successors and assigns such approval not to be withheld unreasonably.

Grantees shall have the right of ingress and egress over said Lot 3 at convenient points within the area described above for the exercise of the rights, privileges and easements herein granted provided, however, that said right must be exercised in a careful manner and any damages to said Lot 3 caused by the Grantees shall be borne by the Grantees.

The herein conveyed lands and premises are subject to an access easement and right of way, which shall run with the land for the benefit of the parcel adjacent to Lot 3 now owned by the Chittenden East Supervisory Union School District. Said access easement and right of way being one hundred feet wide, to be located in the westernmost portion of Lot 2 and Lot 3, running generally parallel to the highway known as Interstate 89, and extending across both the parcel herein conveyed and said Lot 3 for the purpose of an emergency road serving Chittenden East Supervisory Union School District.

Reference is hereby made to the instruments aforementioned, and the records thereof, and the instruments therein referred to, and the records thereof, in further aid of this description.

Reference is hereby made to a Trustee's Certification from Beverly F. Willis, Trustee of the Beverly F. Willis Family Trust dated January 10, 2014 and recorded in Volume 223 at Page 171 of the Land Records of the Town of Richmond. It is noted that due to scrivener's error, the Grantee in the deed from Beverly F. Willis to Beverly F. Willis, Trustee of the Beverly F. Willis Trust dated April 9, 1999 and recorded in Volume 110 at Page 444 of the Land Records of the Town of Richmond was misidentified. The correct name of the Trust (and thus the party that should have been named Grantee in the foregoing deed) is Beverly F. Willis Family Trust dated April 10, 1996 not the Beverly F. Willis Trust. To address this issue Beverly F. Willis hereby signs as A) Trustee of the Beverly F. Willis Trust, B) as Trustee of the Beverly F. Willis Family Trust and C) individually to convey any interest each of those three parties may have in the property.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, **ROBERT T. REAP and JOY REAP**, husband and wife, as tenants by the entirety, their heirs, successors and assigns, to their own use and behoof forever; and **BEVERLY F. WILLIS**, Trustee of the **BEVERLY F. WILLIS FAMILY TRUST dated April 10, 1996**, for itself and its successors and assigns, does covenant with the said Grantees, **ROBERT T. REAP and JOY REAP**, and their heirs, successors and assigns, that until the ensembling of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that it is **FREE FROM EVERY**

ENCUMBRANCE; except as aforesaid, and except for taxes and municipal charges hereafter due and payable, which have been pro-rated as of the date of closing and which the Grantees accordingly assume and agree to pay; and it hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, Grantor has hereunto caused its hand and seal to be set this 25th day of June, 2014.

IN THE PRESENCE OF:

**The BEVERLY F. WILLIS FAMILY TRUST
dated April 10, 1996**

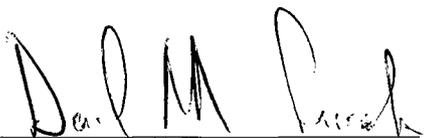


Witness

By: Beverly F. Willis, Trustee
BEVERLY F. WILLIS, Trustee

STATE OF VERMONT }
CHITTENDEN COUNTY, SS. }

At Essex Junction, in said County, this 25th day of June, 2014 personally appeared **BEVERLY F. WILLIS**, Trustee of the **BEVERLY F. WILLIS FAMILY TRUST dated April 10, 1996**, and she acknowledged this instrument, by her subscribed, to be her free act and deed and the free act and deed of the **BEVERLY F. WILLIS FAMILY TRUST dated April 10, 1996**.

Before me, 

Notary Public – **David M. Sunshine**
My commission expires: 2/10/2015