

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Grantor, **Vermont River Conservancy, Inc.**, a Vermont nonprofit corporation with its office located at 29 Main Street, Suite 11, Montpelier, Vermont, 05602, in consideration of at least ten dollars and other valuable consideration conveyed to its full satisfaction by Grantee, **Richmond Land Trust, Inc.**, a Vermont nonprofit corporation, does freely grant, sell, convey and confirm to Grantee, **Richmond Land Trust, Inc.**, including its successors and assigns forever, a certain piece of real property ("Property") commonly known as Huntington River Gorge located on the Huntington River (with a current 9-1-1- address of 1777 Dugway Road, T.H.7) in the Town of Richmond, Chittenden County, State of Vermont, more particularly described as follows:

All and the same land and premises conveyed to the Vermont River Conservancy, Inc. by Warranty Deed of Huntington River Gorge LLC dated August 1, 2018 and recorded of even date herewith in Book , Page of the Richmond Town Land Records.

The Property is an unimproved lot of land said to contain 4.91 acres, more or less, on a plat of survey entitled "Plat of Boundary Retracement Survey Showing Lands of Huntington River Gorge, LLC" by Christopher A. Haggerty, L.S. of Button Professional Land Surveyors, PC, Job No. RICM0200 dated 7/17/18 and signed 7/20/18, recorded in Map Slide # 150, Page 1 of the Richmond Town Land Records.

The overall Property is all of the same land and premises conveyed to the Huntington River Gorge, LLC by the following two deeds:

First: Warranty Deed of Charles N. Linn dated October 25, 2005 recorded in Book 167, Page 233 of the Richmond Town Land Records. Being therein described as follows:

"All and the same parcel of land comprising 3.31 acres, more or less, and inclusive of the "Gorge", so-called, as shown on a Plan entitled 'Green Mountain Power Corporation - Huntington River Falls - 149', recorded in the Land Records of the Town of Richmond, in Vol. 24 at Page 397-B.

"Meaning hereby to convey all of the lands, tenements, easements, water rights and privileges, right to erect and maintain dams, rights of flowage, rights of water, and all other rights acquired by Mt. Mansfield Girl Scout Council, Inc., by Quit-Claim Deed of Green Mountain Power Corporation, dated September 30, 1955, and recorded in the Richmond Land Records, in Bk. 23, at Page 573, EXCEPTING all of those lands, tenements, easements, water rights, and privileges, right to erect and maintain dams, right to flowage, rights of water and all other rights relating to a second parcel, more particularly reflected in a Plan entitled 'Green Mountain Power Corporation - Dam at Gillett Pond - 150' recorded in Volume 24, at Page 393, of the Richmond Land Records. All of the lands, dam rights, and other rights reflected in the latter Plan are reserved onto the Grantor herein."

Second: Quitclaim Deed of Gudrun Paquette and the Paquette Trust, u/t/d March 1, 1991 which quitclaim deed was dated May 16, 2006 recorded in Book 171, Page 497 of the Richmond Town Land Records. Being therein described as follows:

“all of the land and premises now owned by the Grantor lying between the centerline of Dugway Road and the Centerline or thread of the Huntington River from Dugway Road, meaning to include any portion of the island owned by the Grantor.

Reference is made to the following: Warranty Deed to Earnest F. Paquette (now deceased) and Gudrun R. Paquette from Clement L. Noel, Mary Elizabeth Noel and Leopold P. Noel dated November 6, 1964 and recorded in Volume 25 at Page 329 of the Richmond Land Records.

Reference is hereby made to the aforementioned Instruments, the records thereof, the references therein, and their respective records and references, in further aid of this description as well as any other deed to or from Gudrun R. and Ernest F. Pauette or to the Paquette Trust, and any other deeds which may relate to this parcel.”

Reference is also made to a boundary line agreement by Quitclaim Deeds exchanged between Huntington River Gorge LLC and Ryan Dunn both dated July 31, 2018 and recorded in Book 245 at Pages 177 and 178.

The Property is subject to the terms of a State of Vermont Land Use Permit Administrative Amendment #4C0557-8A dated July 12, 2018 recorded in Book 245, Page 24 of the Richmond Town Land Records.

The Property is subject to a Grant of Development Rights, Conservation Restrictions, and Public Access Easement conveyed by Vermont River Conservancy, Inc. to the Vermont River Conservancy, Inc. and the Vermont Housing and Conservation Board on October 3, 2018 recorded in Book _____ at Page _____ of the Richmond Town Land Records. The terms of said Grant of Development Rights, Conservation Restrictions, and Public Access Easement, including its restrictions and obligations, are binding upon all successors in interest in the Property in perpetuity.

The Property may be subject to a deed restriction against commercial ventures reserved by a predecessor in title, William O. Skelton, in his deed to Lewis S. Fleischman dated July 3, 1979 recorded in Book 36, Page 93 of the Richmond Town Land Records.

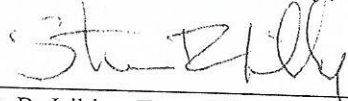
This Property may be subject to utility easements previously of record, and rights of the public entitled to use any portion of the property lying within the boundaries of the town road or waterways as implied by the Public Trust Doctrine. However, nothing in this description shall be deemed to reinstate any such interest that would otherwise be extinguished by the Vermont Marketable Title Act, 27 V.S.A. § 601 et seq. or successor statutes or amendments to it.

Reference is hereby made to the above-mentioned deeds, plan and records, and to all prior deeds, records, plans, and references therein made, in further aid of this description.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances of such, to Grantee, **Richmond Land Trust, Inc.**, its successors, and assigns, for its own use and benefit forever; and Grantor covenants with Grantee and its successors and assigns, that until the signing of this deed, Grantor, **Vermont River Conservancy, Inc.** is the sole owner of the Property, and has good right and title to convey the Property in the manner set forth herein, and that the Property is free from every encumbrance, except as set forth in herein. And Grantor engages to warrant and defend the Property from all lawful claims whatsoever except as set forth herein.

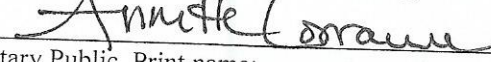
IN WITNESS WHEREOF, this deed is executed this 3rd day of October, 2018.

Vermont River Conservancy, Inc.

By 
Steven R. Libby, Exec. Director, duly authorized

STATE OF VERMONT
COUNTY OF WASHINGTON ss.

At Montpelier, this 3rd day of October, 2018, Steven R. Libby personally appeared, sworn to me to be the duly authorized agent of the Vermont River Conservancy, Inc. 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 River Conservancy, Inc. for the purposes therein contained.

Before me, 
Vermont Notary Public, Print name:

