Vol 135
P 58

58

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Richard Henches, of Blairstown, New Jersey, Gerhard Zimmermann, of St. Petersburg, Florida, and Henches & Zimmermann Co., a general partnership existing under the laws of the State of New Jersey, hereinafter referred to as the "Grantors", in the consideration of Ten and More Dollars paid to their full satisfaction by Edward J. Medico, Jr. and Constance Medico, husband and wife, of Chelsea, Massachusetts, hereinafter referred to as the "Grantees", by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, Edward J. Medico, Jr and Constance Medico, as tenants by the entirety, and their heirs and assigns forever, certain lands, premises and real property in the Town of Warren, Washington County, Vermont, described as follows, viz:

A parcel of 4.04 +/- acres situated westerly of the German Flats Road and comprising all and the same parcel of land conveyed and more particularly described in a warranty deed to the Grantors herein from Woodland, Inc. dated December 10, 1982 and recorded in Volume 66 at Pages 419-421 of the Land Records of said Town of Warren.

There is included herein a perpetual right of way over the existing development roadway for access to the said parcel from the German Flats Road, as granted in the deed mentioned above.

Reference may be had to said deed, the record thereof and the references therein, and to said Land Records, in aid of the foregoing description.

Said parcel is conveyed subject and with the benefit of rights of way, easements and permits, if any, as may be applicable thereto. This paragraph shall not reinstate, renew or extend the effect of any encumbrance against the said premises which has been or may become barred by operation of law.

Waiver of Development Rights

In order to comply with the State of Vermont Health Regulations concerning the subdivision of lands and disposal of waste including sewage, the Grantees shall not construct or erect a structure or building on the parcel herein conveyed, the useful occupancy of which will require installation of plumbing and sewage treatment facilities, without first complying with said State Regulations.

The said Richard Henches and Gerhard Zimmermann represent and warrant that they are and at all times have been the only partners or members of the said Henches & Zimmermann Co., a general partnership.

TO HAVE AND TO HOLD the said granted premises, with all of the privileges and appurtenances thereof, to the said Grantees, Edward J. Medico, Jr. and Constance Medico, as

tenants by the entirety, and their heirs and assigns forever; and the said Grantors, Richard Henches, Gerhard Zimmermann and Henches & Zimmermann Co., for themselves and their heirs, executors, administrators and successors, do hereby covenant with the said Grantees, Edward J. Medico, Jr. and Constance Medico, their heirs and assigns, that until the ensealing of these presents, they are the sole owners of the said premises, and have good right and title to convey the same in manner aforesaid, and that the same are FREE FROM EVERY ENCUMBRANCE; except as herein mentioned; and the said Grantors do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever; except as herein mentioned.

IN WITNESS WHEREOF said Grantors have executed this instrument as of the dates of their respective signatures below

In the Presence Of:

Witness

RICHARD HENCHES

By John G. Hutton, Jr. [L.S.]
John G. Hutton, Jr.,
Attorney-in-Fact

Witness

GERHARD ZIMMERMANN

By John G. Hutton, Jr. [L.S.]
John G. Hutton, Jr.,
Attorney-in-Fact

HENCHES & ZIMMERMANN CO.,

Witness

By John G. Hutton, Jr. [L.S.]
John G. Hutton, Jr.,
Duly Authorized Agent

Vol 66 pg

VERMONT WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Woodland, Inc., a Vermont corporation with its principal place of business in Warren, County of Washington and State of Vermont, GRANTOR, in the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION paid to my full satisfaction by Richard Henches, of Succasunna, New Jersey, Gerhard Zimmermann of New Port Richey, Florida, and Henches & Zimmermann Co., a general partnership of Succasunna, New Jersey, GRANTEES, by these presents do freely Give, Grant, Sell, Convey and Confirm unto the said GRANTEES, Richard Henches, Gerhard Zimmermann, and Henches & Zimmermann, as tenants in common in the following proportions: an undivided one-half interest to Richard Henches, an undivided one-quarter interest to Gerhard Zimmermann, and an undivided one-quarter interest to Henches & Zimmermann Company, and their heirs, successors and assigns forever, a certain piece of land in Town of Warren, in the County of Washington and State of Vermont, described as follows, viz:

Being that part of the land conveyed to Woodland, Inc. by Deed of Dean K. Cameron et ux dated January 11, 1969 and recorded in Book 30, Page 355-6 of the Warren Town Land Records, which is more particularly described as follows:

Beginning at the intersection of the southeasterly line of said parcel and the westerly edge of easement of the existing development roadway into said parcel, which point bears northwesterly 2000 feet ± as measured in said westerly edge of easement from its intersection with the westerly edge of easement of the German Flats Road (so-called) and which starting point additionally bears southwesterly 637 feet ± as measured in said southeasterly property line from the most easterly corner of said land;

Thence N 41° 20' W 110 feet ± in the edge of said roadway easement to a point;

Thence N 31° 50' W 320 feet ± in said edge of easement to a point;

Thence N 28° 20' W 234 feet ± in said edge of easement to a point;

Thence S 42° 10' W 276 feet ± parallel with the said south-

Thence N 42° 10' E 276 feet ± in said line to the beginning, containing 4.04 acres ±.

There is additionally hereby conveyed a right of way over the said existing development roadway for access to the herein conveyed parcel, said right of way to run from the said German Flats Road to the northerly corner of said parcel, and said right of way to be in common for the grantees herein, their heirs and assigns, with the grantors herein, their heirs and assigns.

*(Continued following acknowledgement, on p. 3.)

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEES, Richard Henches, Gerhard Zimmermann, and Henches & Zimmermann, as tenants in common in the following proportions: an undivided one-half interest to Richard Henches, an undivided one-quarter interest to Gerhard Zimmermann, and an undivided one-quarter interest to Henches & Zimmermann Company, and their heirs, successors and assigns, to their own use and behoof forever; and I the said GRANTOR, Woodland, Inc., for itself and its heirs, executors and administrators, do covenant with the said GRANTEES, Richard Henches, Gerhard Zimmermann, and Henches & Zimmermann, and their heirs, successors and assigns, that until the ensealing of these presents, Woodland, Inc. is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as above set forth, and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF, Woodland, Inc.'s agent hereunto set his hand and seal this 10th day of Dec, 1982.

Witness

Witness

WOODLAND, INC.

By _____
Duly Authorized Agent