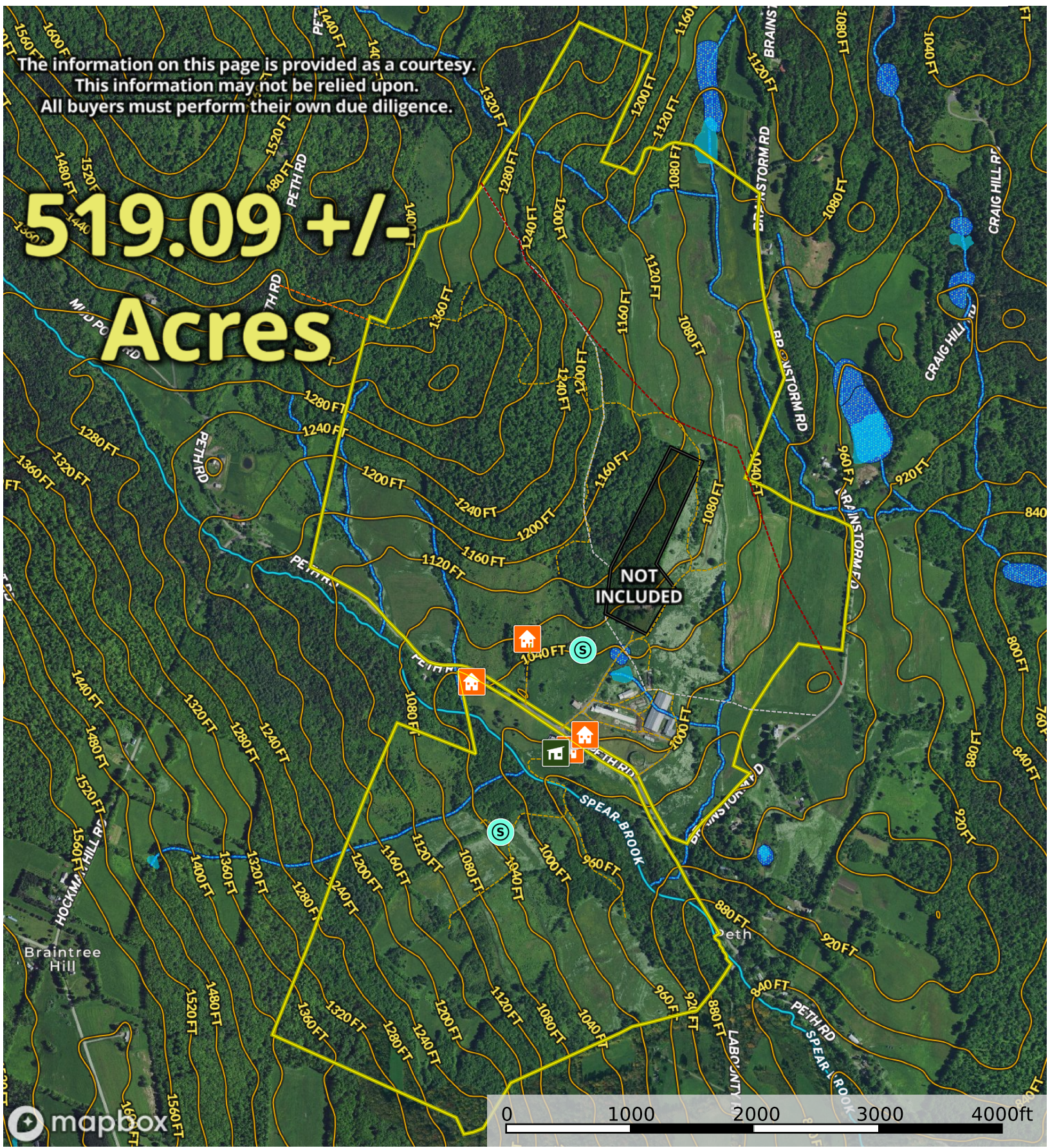


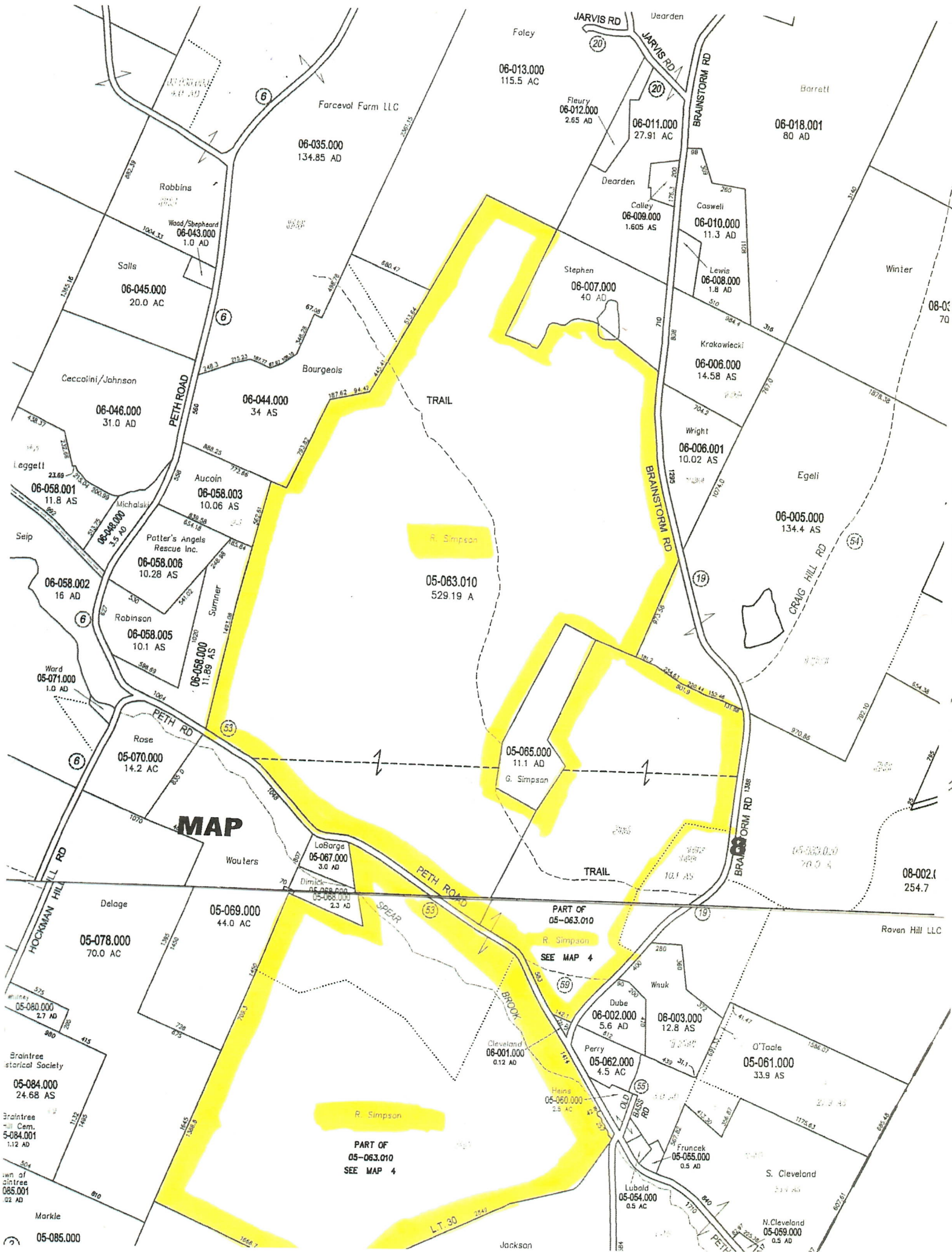
The information on this page is provided as a courtesy.  
This information may not be relied upon.  
All buyers must perform their own due diligence.

# 519.09 +/- Acres



- |          |                      |              |            |            |              |              |              |          |          |
|----------|----------------------|--------------|------------|------------|--------------|--------------|--------------|----------|----------|
| Garage   | Spring               | Rental House | VAST Trail | Town Trail | Reserved ROW | Road / Trail | Boundary 1 1 | Boundary | Wetlands |
| Riparian | Stream, Intermittent | River/Creek  | Water Body |            |              |              |              |          |          |

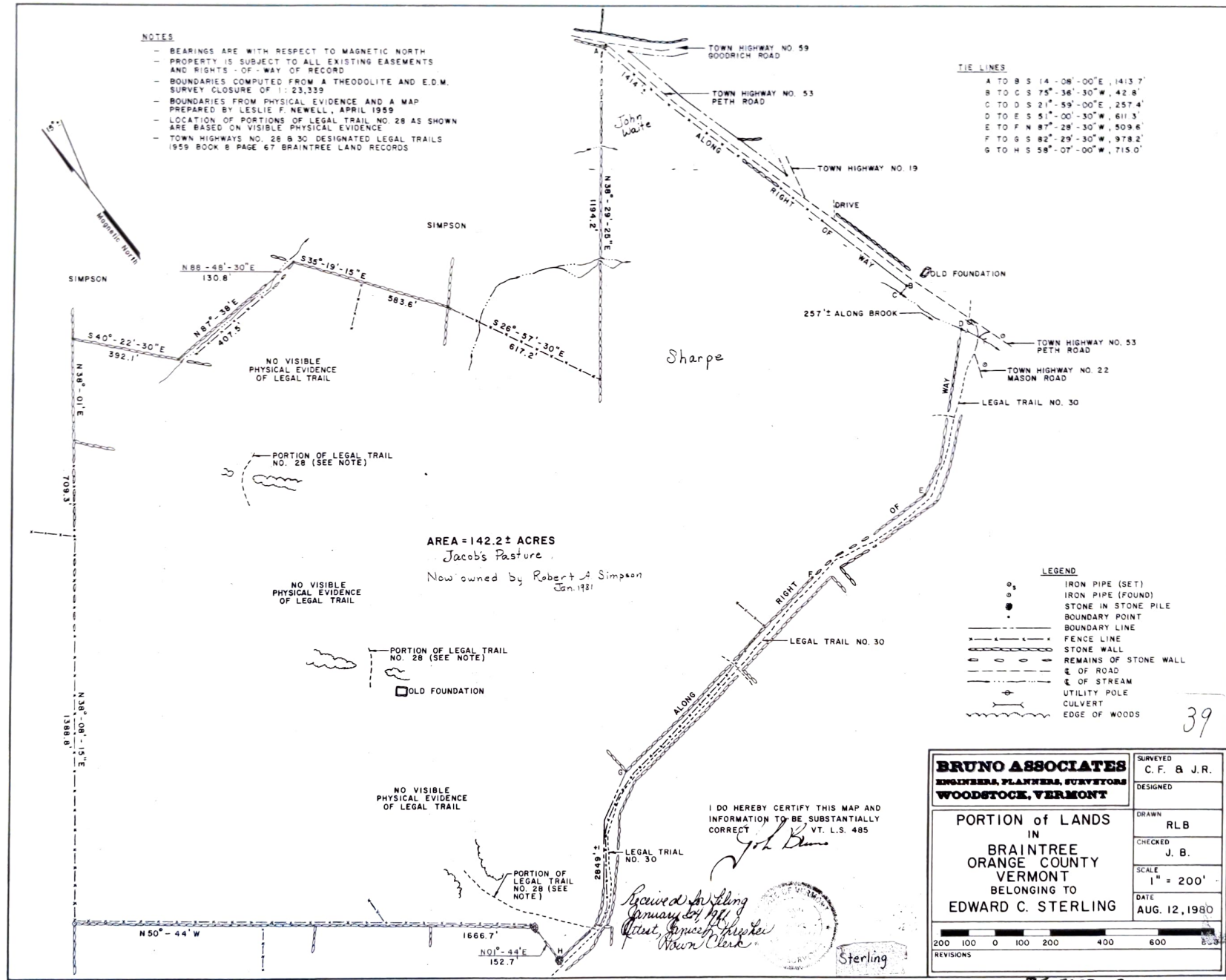




\*Depicts part of the  
lands to be conveyed  
off the south side of  
Peth Road

DRAWING NUMBER  
#39  
BRUNO ASSOCIATES, INC. - WOODSTOCK, VERMONT  
DESIGNED BY: J. B. RLB  
CHECKED BY: J. B. RLB  
DATE: AUG. 12, 1980

DRAWING NUMBER  
#39  
BRUNO ASSOCIATES, INC. - WOODSTOCK, VERMONT  
DESIGNED BY: J. B. RLB  
CHECKED BY: J. B. RLB  
DATE: AUG. 12, 1980



BT-514D-20

DRAWING NUMBER

#84

SAVED PROJECTS • NEW YORK, MINNESOTA  
REVISION BY PAUL HANSEN 1995

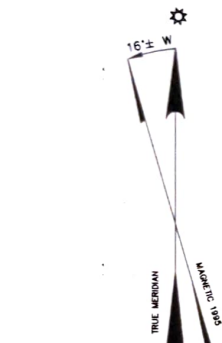
DRAWING NUMBER

Previous map page 84

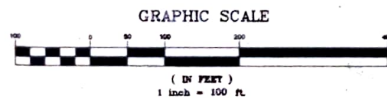
SAVED PROJECTS • NEW YORK, MINNESOTA  
REVISION BY PAUL HANSEN 1995

THIS PLAT CONFORMS TO 27 VSA 1403.

ORIGINAL INK DRAWING



TIE LINE (IRON TO IRON)  
AB N 20°47'55" E 554.50'



S 66°52'16" E 2.05'  
FROM RIGHT OF WAY

LAND NOW/FORMERLY OF  
ALEXANDER M. BOURGEOIS  
VOL. 38 PAGE 22

S 66°52'16" E  
772.66'  
(IRON TO IRON)

50' RIGHT OF WAY RESERVED TO  
SIMPSON PROPERTY ALONG THE  
NORTHERLY SIDE OF THIS PROPERTY

LOT AREA  
10.06 ACRES ±  
VOL. 36 PAGE 317

PETH ROAD (T.H.#6)  
558' ± ALONG  
RIGHT OF WAY

N 66°52'16" W 8.36'  
INTO RIGHT OF WAY

LAND NOW/FORMERLY OF  
HERBERT C. SUMNER  
VOL. 36 PAGE 151

N 66°52'16" W  
839.58'  
(IRON TO R.O.W.)

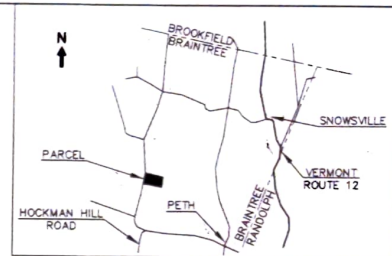
BLAZED AND PAINTED  
RED, JUNE 1995

THIS IRON ROD WAS SET  
AS AGREED TO BY ROBERT  
SIMPSON AND HERBERT  
SUMNER.

LAND NOW/FORMERLY OF  
ROBERT A. TAY R. SIMPSON  
VOL. 28 PAGE 468/9

(5/8" SQ.)

S 71°05'58" W  
582.61'



LOCATION MAP  
(NOT TO SCALE)

LEGEND

- IRON ROD FOUND (DESC.) •
- IRON PIPE FOUND (1" DIA.) ○
- IRON ROD SET (CAPPED-#5) ●
- WIRE FENCE REMNANTS — x —
- STONE WALL ————
- RIGHT OF WAY - - - - -
- EDGE OF TRAVEL - - - - -
- ASTRONOMIC NORTH ⚙

SURVEY OF ROBERT SIMPSON PROPERTY IN BRAINTREE, VT FOR  
RICHARD AUCOIN



AMERICAN SURVEY COMPANY

"SURVEYING, MONUMENTING AND MAPPING  
THE LANDS OF AMERICA"

VERMONT OFFICE WILLIAMSTOWN, VT

CHIEF OF PARTY R. TOWNSEND

COMPILED JULY 5, 1995

APPROVED

Rudolph M. Townsend



CERTIFICATION  
THIS SURVEY WAS COMPLETED BASED ON EXISTING PHYSICAL EVIDENCE FOUND AT THE SITE AND TO DEEDS FOUND ON RECORD AT THE BRAINTREE MUNICIPAL OFFICES.  
THE PERIMETER WAS SURVEYED BY A SIX SECOND TOTAL STATION CLOSED TRAVERSE WITH A PRECISION RATIO OF 1:507,320.  
THE BEARINGS ARE ASTRONOMICALLY TRUE AND THE TRUE MERIDIAN IS BASED ON SOLAR OBSERVATIONS TAKEN BY THE HOUR ANGLE METHOD AT 43°-59'-04" NORTH LATITUDE AND 72°-40'-56" WEST LONGITUDE ON JUNE 26, 1995.  
THE TOWN HIGHWAY #6 (PETH ROAD) WAS ASSUMED TO BE IN THE APPROXIMATE CENTER OF A THREE ROD RIGHT OF WAY. ACCORDING TO VERMONT AGENCY OF TRANSPORTATION RECORDS THE PETH ROAD IS A CLASS THREE TOWN ROAD.





LOT #2  
340 ± ACRES

EXISTING 3-BR  
HOMESTEAD

LAGOON

BARN

TANK

150' x 150' SEPTIC  
TANK TO ALLOW  
ON-SITE WASTEWATER  
DISPOSAL FROM LOT #1

REPLACEMENT  
AREA FOR  
HOMESTEAD

MILK  
PARLOR

LOT #1  
10.1 ± ACRES

APTS

MAR - 3 2003

WASTEWATER  
DIVISION



GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft

#### - PROJECT DESCRIPTION -

PROPOSED PROJECT IS TO SUBDIVIDE AN EXISTING 350+/- ACRE PARCEL INTO TWO LOTS. LOT #1 TO CONSIST OF 10.1 +/- ACRES WITH AN EXISTING 11-BEDROOM APARTMENT COMPLEX. LOT #1 TO HAVE DEEDED EASEMENT ON TO LOT #2 TO CONSTRUCT AND MAINTAIN A RESIDENTIAL WASTEWATER DISPOSAL AREA FOR 11-BEDROOM APARTMENT COMPLEX. LOT #1 SERVED BY DRILLED WELL AS SHOWN. LOT #2 TO CONSIST OF 340+/- ACRE LOT. LOT #2 CONTAINS CIRCLE SAW DAIRY FARM, BARN, MILKING PARLORS, DWELLING, AND APPURTENANCES.

OWNER IS RESPONSIBLE FOR ENSURING THAT ALL PERMITS ARE IN PLACE PRIOR TO ANY CONSTRUCTION.

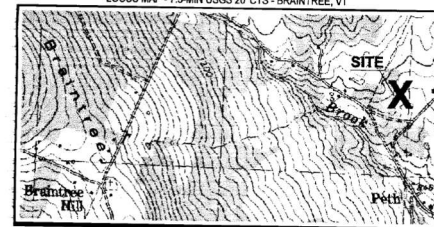
#### TOWN ZONING REQUIREMENTS:

DISTRICT: RURAL SCENIC (RS)  
FLOOD HAZARD AREA = NO  
MIN. LOT AREA = 10 ACRES  
MIN. FRONTAGE = 400-FT  
MIN. FRONT YARD = 75-FT  
MIN. SIDE YARD = 20-FT  
MIN. REAR YARD = 50-FT  
MIN. LOT DEPTH = 300-FT  
MAX. BLDG. HEIGHT = 30-FT (NO LIMIT FOR AGRICULTURAL USE)  
MAX. COVERAGE = 10%

THIS MAP BASED ON INFORMATION CONTAINED IN THE TOWN OF BRAINTREE TAX MAP AND SURVEY BY JOHN BRUNO, L.S., DATED MARCH 1980 FOR FORMER OWNER EDWARD STERLING. THIS MAP IS SUBJECT TO CHANGE AND IS NOT A LEGAL BOUNDARY SURVEY.

REVISED 2/27/03 TO SHOW HOMESTEAD & HOMESTEAD REPLACEMENT AREA

LOCUS MAP - 7.5-MIN USGS 20' CTS - BRAINTREE, VT



## 2-LOT SUBDIVISION

OWNER: MR. ROBERT SIMPSON  
CIRCLE SAW FARM  
PROJECT: SUBDIVIDE EXISTING 350 +/- ACRE  
PARCEL INTO TWO LOTS.  
LOCATION: PETH ROAD  
BRAINTREE, VT



**BANNON ENGINEERING**

POST OFFICE BOX 171  
RANDOLPH, VT 05060  
802.728.6500

CIVIL - ENVIRONMENTAL - ENGINEERING - PLANNING

DRAWN BY: MCB DATE: 1/4/03 TIME: FILE:  
SIMPSON.dwg

**SHEET**  
**1 OF 3**

2/27/03  
RELEASED FOR PERMITTING - NO CONSTRUCTION  
UNTIL APPROVED BY REGULATING AUTHORITIES





State of Vermont

AGENCY OF NATURAL RESOURCES

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED:

10 V.S.A., Chapter 64, Potable Water Supply and Wastewater  
System Permit and  
Environmental Protection Rules;  
Chapter 1, Wastewater System and Potable Water Supply Rules  
Subchapter 4, Water Supply and Wastewater Permits  
Subchapter 5, Technical Standards for Wastewater  
Systems and Potable Water Supplies  
Chapter 21, Water Supply

CASE No: WW-3-9406  
APPLICANT: Robert Simpson  
ADDRESS: 1580 Peth Road  
Braintree, VT 05060

PIN No.# BR03-0016

This project, consisting of the replacement of the wastewater disposal system for an 11-bedroom apartment complex on a 10.1± acre lot, an existing single family residence and dairy operation on a 340± acre lot, and construction of a wastewater disposal system for 6 employees and laundry facilities at the dairy farm, located at 1580 Peth Road, Braintree, Vermont, is hereby approved under the requirements of the regulations named above, subject to the following conditions:

1. GENERAL CONDITIONS

- 1.1. The project must be completed as described on the plans and/or documents, prepared by Mark Bannon, listed as follows:  
2-Lot Subdivision Plan, dated 01/04/03, last revised 02/27/03,  
Parlor Septic System, dated 01/04/03, last revise 02/27/03,  
Apartment Septic Replacement, dated 01/04/03,  
and which have been stamped "APPROVED" by the Wastewater Management Division. No alteration of these plans and/or documents shall be allowed except where written application has been made to the Agency of Natural Resources and approval obtained.
- 1.2. A copy of the approved plans and the Water Supply and Wastewater Disposal Permit shall remain on the project during all phases of construction and, upon request, shall be made available for inspection by State or Local personnel.
- 1.3. Each prospective purchaser of any portion of the project shall be shown a copy of the approved plot plan, the engineer's site report and the Water Supply and Wastewater Disposal Permit prior to conveyance of any portion of the project.
- 1.4. Lot 1 has been reviewed and is approved with an existing 11-bedroom apartment complex. No other buildings are allowed without prior review and approval by the Agency, and such approval will not be granted unless the proposal conforms to the applicable laws and regulations.
- 1.5. Lot 2 has been reviewed and is approved with an existing dairy farm. No other buildings are allowed without prior review and approval by the Agency, and such approval will not be granted unless the proposal conforms to the applicable laws and regulations.
- 1.6. The conditions of this permit shall run with the land and will be binding upon and enforceable against the permittee and all assigns and successors in interest. The permittee shall be responsible for recording this permit and the "Notice of Permit Recording" in the Braintree Land Records within thirty (30) days of receipt of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- 1.7. No alterations to the existing buildings other than those indicated on the approved plan, which would change or affect the water supply or wastewater disposal shall be allowed without prior review and approval from the Wastewater Management Division.
- 1.8. This authorization does not relieve you, as applicant, from obtaining all approvals and permits as may be required from the Department of Labor and Industry (phone 479-4434), and local officials PRIOR to construction.

(CONTINUED)



WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

WW-3-9406, Robert Simpson

PAGE 2

1.9. By acceptance of this permit the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with the permit.

1.10. This permit shall in no way relieve you of the obligations of Title 10, Chapter 48, Subchapter 4, for the protection of groundwater.

2. WATER CONDITIONS

2.1. The existing buildings are approved with an existing on-site water supply system provided that the wells are located as shown on the plans and meet or exceed the isolation distances required in the Environmental Protection Rules. Each water system shall be operated at all times in a manner that keeps the water supply free from contamination. Should any system become contaminated, the permittee must engage a Vermont registered Professional Engineer to evaluate the cause of the contamination and to submit information to this office for repair or replacement of the system.

3. SEWAGE DISPOSAL CONDITIONS

3.1. The apartment buildings on Lot 1 are approved for the on-site subsurface disposal of wastewater within the soil boring and percolation testing area indicated on the approved plans for a maximum design flow of 1,540 gallons of sewage per day.

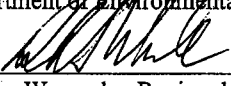
3.2. The dairy building on Lot 2 is approved for the on-site subsurface disposal of wastewater within the soil boring and percolation testing area indicated on the approved plans for a maximum design flow of 270 gallons of sewage per day.

3.3. The existing single family residence on Lot 2 is approved with an existing subsurface wastewater disposal system. Should this system ever malfunction, the permittee must construct the replacement sewage disposal system in accordance with the approved plans and the conditions of this permit. The permittee shall report any failure of the existing disposal system to the Wastewater Management Division within 48 hours.

3.4. Each wastewater disposal system shall be constructed as shown on the approved plans and shall be operated at all times in a manner that will not permit the discharge of effluent onto the surface of the ground or into the waters of the State.

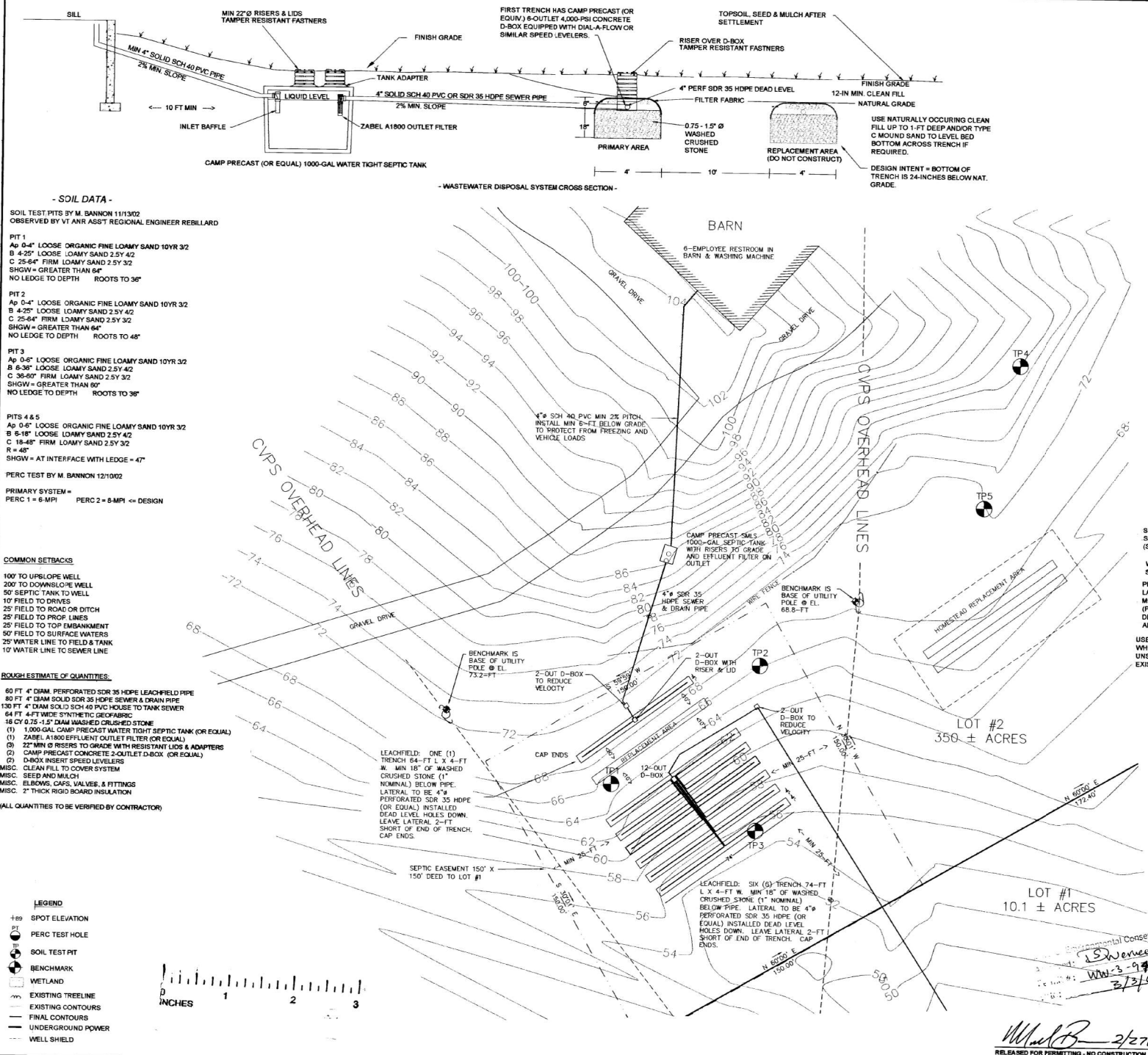
3.5. All construction of the wastewater disposal system must be completed in accordance with the approved plans and be inspected by a Vermont registered Professional Engineer or a type "B" Site Technician. Upon completion of construction and prior to occupancy, the inspecting consultant shall report to the Wastewater Management Division that the wastewater disposal system was constructed in accordance with the approved plans.

Jeffrey Wennberg, Commissioner  
Department of Environmental Conservation

By  03/05/03  
Don Wernecke, Regional Engineer

CC Braintree Planning Commission  
Mark Bannon  
VT Dept. of Labor & Industry  
Central Office of Wastewater Management Division





- SOIL DATA -  
SOIL TEST PITS BY M. BANNON 11/13/02  
OBSERVED BY VTR ASST REGIONAL ENGINEER REBILLARD

- PIT 1  
Ap 0-4" LOOSE ORGANIC FINE LOAMY SAND 10YR 3/2  
B 4-25" LOOSE LOAMY SAND 2.5Y 4/2  
C 25-64" FIRM LOAMY SAND 2.5Y 3/2  
SHOW = GREATER THAN 64"  
NO LEDGE TO DEPTH ROOTS TO 36"
- PIT 2  
Ap 0-4" LOOSE ORGANIC FINE LOAMY SAND 10YR 3/2  
B 4-25" LOOSE LOAMY SAND 2.5Y 4/2  
C 25-64" FIRM LOAMY SAND 2.5Y 3/2  
SHOW = GREATER THAN 64"  
NO LEDGE TO DEPTH ROOTS TO 48"
- PIT 3  
Ap 0-5" LOOSE ORGANIC FINE LOAMY SAND 10YR 3/2  
B 6-36" LOOSE LOAMY SAND 2.5Y 4/2  
C 36-97" FIRM LOAMY SAND 2.5Y 3/2  
SHOW = GREATER THAN 97"  
NO LEDGE TO DEPTH ROOTS TO 36"
- PITS 4 & 5  
Ap 0-5" LOOSE ORGANIC FINE LOAMY SAND 10YR 3/2  
B 5-18" LOOSE LOAMY SAND 2.5Y 4/2  
C 18-48" FIRM LOAMY SAND 2.5Y 3/2  
R = 48"  
SHOW = AT INTERFACE WITH LEDGE = 47"

PERC TEST BY M. BANNON 12/10/02  
PRIMARY SYSTEM =  
PERC 1 = 6-MPI PERC 2 = 8-MPI <- DESIGN

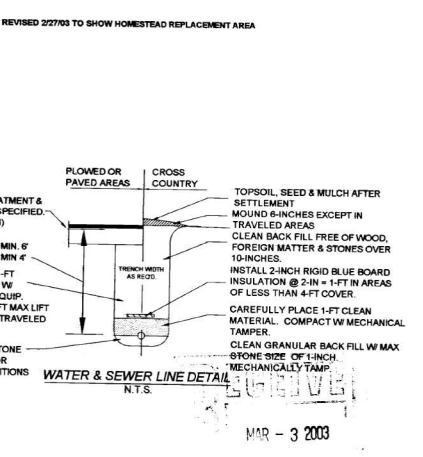
COMMON SETBACKS  
100' TO UPBLOWE WELL  
200' TO DOWNBLOWE WELL  
50' SEPTIC TANK TO WELL  
10' FIELD TO DRIVES  
25' FIELD TO ROAD OR DITCH  
25' FIELD TO PROP LINES  
25' FIELD TO TOP EMBANKMENT  
50' FIELD TO SURFACE WATERS  
25' WATER LINE TO FIELD & TANK  
10' WATER LINE TO SEWER LINE

ROUGH ESTIMATE OF QUANTITIES:  
60 FT 4" DIAM. PERFORATED SDR 35 HOPE LEACHFIELD PIPE  
80 FT 4" DIAM. SOLID SDR 35 HOPE SEWER & DRAIN PIPE  
130 FT 4" DIAM. SOLID SCH 40 PVC HOUSE TO TANK SEWER  
64 FT 4" DIAM. SYNTHETIC GEOPAP  
18 CY 0.75-1.5" DIAM. WASHED CRUSHED STONE  
(1) 1,000-GAL. CAMP PRECAST WATER TIGHT SEPTIC TANK (OR EQUAL)  
(1) ZABEL A1000 EFFLUENT FILTER (OR EQUAL)  
(1) 22" MIN. RISERS TO GRADE WITH RESISTANT LIDS & ADAPTERS  
(2) CAMP PRECAST CONCRETE 2-OUTLET D-BOX (OR EQUAL)  
(2) D-BOX INSERT SPEED LEVELLERS  
MISC. CLEAN FILL TO COVER SYSTEM  
MISC. SEED AND MULCH  
MISC. ELBOWS, CAPS, VALVES, & FITTINGS  
MISC. 2" THICK RIGID BOARD INSULATION  
(ALL QUANTITIES TO BE VERIFIED BY CONTRACTOR)

LEGEND  
+ SPOT ELEVATION  
PT PERC TEST HOLE  
TP SOIL TEST PIT  
B BENCHMARK  
W WETLAND  
- - - EXISTING TREELINE  
- - - EXISTING CONTOURS  
- - - FINAL CONTOURS  
- - - UNDERGROUND POWER  
- - - WELL SHIELD



- PROJECT DESCRIPTION -  
PROPOSED PROJECT IS A NEW DOMESTIC WASTEWATER SYSTEM TO SERVE 6-EMPLOYEES IN NEW MILKING PARLOR ON 34.4 ACRES LOT #2. PARLOR TO BE SERVED BY TRADITIONAL INGROUND STONE AND PIPE TRENCHES. WATER TO BE SUPPLIED BY SPRING WELL LOCATED TO APPROXIMATE 1,000-FT OR MORE TO THE SOUTH ACROSS PETH ROAD. OWNER IS RESPONSIBLE FOR ENSURING THAT ALL PERMITS ARE IN PLACE PRIOR TO CONSTRUCTION.  
BASIS OF DESIGN: (VERMONT E.P.R. CH. 1 (8/16/2002))  
USE 6-EMPLOYEES @ 15-GPD PER BEDROOM = 90-GPD  
ASSUME 3-LOADS OF LAUNDRY @ 90-GPD = 180-GPD  
TOTAL DESIGN FLOW = 270-GPD  
PERC RATE = 8-MINUTES PER INCH  
APPLICATION RATE = 1.1-GPD/SQ. FT  
REQUIRED DISPOSAL AREA = 255-SQ. FT  
PROVIDED:  
DESIGN INTENT = BOTTOM OF SYSTEM NO MORE THAN 24-INCHES BELOW NATURAL GRADE. USE ONE (1) 4-FT WIDE X 6-FT LONG TRENCH X 2-FT DEEP FOR A TOTAL PROVIDED AREA = 256-SQ. FT  
NOTES:  
1. LOW FLOW FIXTURES REQUIRED.  
2. WATER SYSTEM TO BE TESTED PER V.T.E.P.R. PRIOR TO USE.  
3. CONTRACTOR TO PROVIDE 7-DAYS NOTICE TO ENGINEER PRIOR TO CONSTRUCTION TO SCHEDULE PRE-CONSTRUCTION MEETING AND INSPECTION SCHEDULE. FINAL REPORT WILL NOT BE PROVIDED IF SYSTEM IS COVERED OR DISTRIBUTION TEST NOT WITNESSED.  
4. CONTRACTOR TO REPORT ALL ERRORS AND OMISSIONS TO ENGINEER PRIOR TO CONSTRUCTION.  
5. CONTRACTOR WARNED THAT UNDERGROUND UTILITIES ARE PRESENT THAT ARE NOT SHOWN ON THESE PLANS. CONTRACTOR MUST CONTACT DIG-SAFE PRIOR TO ANY DIGGING.  
6. SEPTIC TANK & D-BOX TO BE INSPECTED ANNUALLY & PUMPED OUT AND CLEANED EVERY THREE YEARS.  
7. OWNER IS WARNED THAT GARBAGE DISPOSALS, LARGE QUANTITIES OF BLEACH, OR HOUSEHOLD CLEANERS WILL REDUCE LIFE OF SEPTIC SYSTEM.



MAR - 3 2003

### PARLOR SEPTIC SYSTEM

OWNER: MR. ROBERT SIMPSON  
CIRCLE SAW FARM

PROJECT: SEPTIC SYSTEM FOR NEW 6-EMPLOYEE BARN RESTROOM & WASHING MACHINE

LOCATION: PETH ROAD BRAINTREE, VT

---

**BANNON ENGINEERING**  
POST OFFICE BOX 171  
RANDOLPH, VT 05060  
802.728.6500  
CIVIL - ENVIRONMENTAL - ENGINEERING - PLANNING

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DRAWN BY: DATE: TIME: FILE:  
MCB 1/4/03 11:40 AM SIMPSON PARLOR.dwg

---

0 3 15 30-FT  
SCALE: 1" = 30' MAG

**SHEET 2 OF 3**

2/27/03  
3/3/03  
RELEASED FOR PERMITTING - NO CONSTRUCTION UNTIL APPROVED BY REGULATING AUTHORITIES

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

*Required Federal Lead Warning Statement*

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### ***Seller's Disclosure*** *(initial applicable sections)*


1. Presence of lead-based paint and/or lead-based paint hazards:

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

TJS	TJS

b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.


2. Records and reports available to the Seller:

a. Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

TJS	TJS

b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### ***Purchaser's Acknowledgment*** *(initial applicable sections)*


3. Purchaser has received copies of all information listed above.


4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

Seller's Initials

TJS	TJS		
-----	-----	--	--

Purchaser's Initials

--	--	--	--




5. Purchaser has:

a. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.


***Agent's Acknowledgment  
(initial)***





Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.


***Certification of Accuracy***


The following parties have reviewed the information above and certify, to the best of their knowledge, that the information respectively provided by each of them is true and accurate.

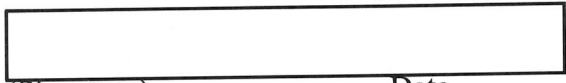
Seller:  1/4/2022  
(Signature) Date


Purchaser:   
(Signature) Date

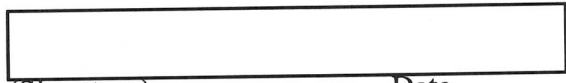
Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

KNOW ALL MEN BY THESE PRESENTS

THAT we, Robert B. Simpson and Evelyn A. Simpson of Braintree in the County of Orange and State of Vermont Grantors, in the consideration of --- Ten and more --- Dollars paid to our full satisfaction by Robert A. Simpson of Braintree in the County of Orange and State of Vermont Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee Robert A. Simpson and his heirs and assigns forever, a certain piece of land in Braintree in the County of Orange and State of Vermont, described as follows, viz:

Being a part of the said Grantors' home farm and thus being part of the lands conveyed to the said Grantors by the following two deeds:

(a) Warranty deed of Roy E. Tallman and Doris B. Tallman dated February 21, 1950 and recorded in Book 25, page 23 of the Braintree Land Records, and

(b) Warranty deed of Carl C. Bass and Louise E. Bass dated September 3, 1959 and recorded in Book 26, page 181 of the Braintree Land Records. *17A actually only from Tallman deed per Robert A. Simpson*

The parcel of land hereby conveyed contains 17 acres, more or less, is located on the northeasterly side of the road leading from Peth past the dwelling and other farm buildings of the said Grantors (hereinafter called the Braintree Hill Road), and is bounded as follows:

BEGINNING at a point on the northeasterly edge of the Braintree Hill Road where a barbed wire fence leads away from a roadside stone wall, said point being (as measured along the Braintree Hill Road) approximately 336 feet northwesterly from the roadway leading from the Braintree Hill Road to the said Grantors' new barn east of the Braintree Hill Road;

(1) Thence running northeasterly along said barbed wire fence approximately 540 feet to a stone wall;

(2) Thence turning clockwise and running easterly along said stone wall approximately 150 feet to a barbed wire fence;

(3) Thence continuing easterly along said fence approximately 420 feet to a two inch iron pipe driven into the ground at a ledge of rock;

(4) Thence turning counterclockwise and running northerly in a straight line approximately 500 feet to a point marked by a letter "X" chiseled into a ledge of rock at the end of a stone wall;

(5) Thence turning counterclockwise and running northwesterly in a straight line approximately 300 feet to a two inch iron pipe driven into the ground in some ledges on the top of a hill;

(6) Thence turning a slight angle and running northwesterly approximately 520 feet along a barbed wire fence to a corner of fences marked by a two inch iron pipe driven into the ground;

(7) Thence turning approximately a right angle counterclockwise and running southwesterly along a barbed wire fence approximately 500 feet to a point where said fence meets a stone wall;

(8) Thence continuing southwesterly along said stone wall approximately 400 feet to a point where said wall ends at a small stream;

(9) Thence turning counterclockwise and running southerly in a straight line approximately 250 feet to a point marked by a letter "X" chiseled into a ledge of rock on the left bank of said stream;

(10) Thence turning clockwise and running southwesterly in a straight line approximately 300 feet to a point on the northeasterly edge of said Braintree Hill Road where said stream flows into a culvert;

(11) Thence turning and running along the shortest possible course to the centerline of said Braintree Hill Road;

(12) Thence turning counterclockwise and running approximately 700 feet along the centerline of said Braintree Hill Road to a point found by taking the shortest possible course from the point of beginning to the centerline of said Braintree Hill Road;

(13) Thence turning counterclockwise and running in a straight line to the point of beginning;

There is also granted hereby to the Grantee and his heirs and assigns, the right to develop a spring of water on land retained by said Grantors just south of the course number (3) above, with the exclusive right to draw water therefrom for the use on the above granted parcel and with the right to enter upon said retained land and to excavate and lay, maintain, repair and continually, as needed, replace an aqueduct or waterline to conduct said water, said aqueduct to run westerly from said spring and to enter said parcel somewhere along the course numbered (1) above.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee Robert A. Simpson and his heirs and assigns, to their own use and behoof forever; And we the said Grantors Robert B. Simpson and Evelyn A. Simpson for ourselves and our heirs, executors and administrators, do covenant with the said Grantee Robert A. Simpson and his heirs and assigns, that until the ensembling of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; EXCEPT (1) a pole line easement exercised in common by Central Vermont Public Service Corporation and the New England Telephone and Telegraph Company, and (2) the 1972 property taxes;

OTHERWISE we do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever,

IN WITNESS WHEREOF, we hereunto set our hands and seals this 3rd day of August A.D. 1972

IN PRESENCE OF

/s/ Alan A. Comery

witness to both

/s/ Philip A. Angell, Sr.

witness to both

/s/ Robert B. Simpson L.S.

/s/ Evelyn A. Simpson L.S.

STATE OF VERMONT, )

ORANGE COUNTY ) SS. At Randolph in said County this 3rd day of August A.D. 1972

Robert B. Simpson and Evelyn A. Simpson

personally appeared, and each acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me /s/ Philip A. Angell, Sr.  
Notary Public

Braintree Town Clerk's Office August 3, A.D. 1972 at 6 o'clock --- min. P.M.  
Received the deed for record, of which the foregoing is a true copy.

Attest, *Helen E. Bowen*

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
--ACKNOWLEDGMENT--  
Return Rec'd.--Tax Rec'd.--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. *A 17590*  
Signed *Helen E. Bowen*, Clerk  
Date *8-3-72*

Town Clerk



Map  
reference  
in folder

THAT we, Robert B. Simpson and Evelyn A. Simpson of Braintree in the County of Orange and State of Vermont Grantors, in the consideration of Ten and more Dollars paid to our full satisfaction by Robert A. Simpson of Braintree in the County of Orange and State of Vermont Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee Robert A. Simpson and his heirs and assigns forever, a certain piece of land in Braintree in the County of Orange and State of Vermont, described as follows, viz:

Being the balance of our home farm near the settlement of Peth on Braintree Hill, together with all buildings and other improvements thereon, and being all and the same land and premises contained in the following two parcels of land, namely:

PARCEL ONE:

Being all and the same land and premises which were conveyed to said Robert B. Simpson and Evelyn A. Simpson by the warranty deed of Roy E. Tallman and Doris B. Tallman dated February 21, 1950 and recorded in Book 25, page 23 of the Braintree Land Records; and

PARCEL TWO:

Being all and the same land and premises which were conveyed to said Robert B. Simpson and Evelyn A. Simpson by the warranty deed of Carl C. Bass and Louese E. Bass dated September 3, 1959 and recorded in Book 26, page 181 of the Braintree Land Records;

EXCEPTING the following parcels of land previously conveyed therefrom:

PARCEL A: Being a parcel of land of 88 acres, more or less, and being all and the same land and premises which were conveyed by said Robert B. Simpson and Evelyn A. Simpson to Robert Soule and Roberta Soule by deed dated October 26, 1964 and recorded in Book 27, page 28 of the Braintree Land Records. This is part of Parcel ONE above.

PARCEL B: Being a lot of land containing approximately  $\frac{3}{4}$  of an acre with the house thereon standing and being all and the same land and premises, which said Robert B. Simpson and Evelyn A. Simpson have conveyed to Carrie L. Simpson by deed bearing even date herewith and recorded in Book 28, page 467 of the Braintree Land Records. This is part of Parcel ONE above.

PARCEL C: Being a parcel of land containing 17 acres, more or less, and being all and the same land and premises which the said Robert B. Simpson and Evelyn A. Simpson have conveyed to the said Robert A. Simpson by deed of even date herewith and recorded in Book 28, page 463 of the Braintree Land Records. This is part of Parcels ONE and TWO above.

PROVIDED, HOWEVER, the said Grantors reserve unto themselves and their heirs and assigns, as tenants by the entirety, for their own use forever, the following parcel of land and rights to land lying within Parcel ONE above, namely;

First: A parcel of land containing 2.6 acres of land, more or less, located on a wooded knoll in a meadow which lies easterly of the road which leads northerly from the road junction just northwesterly of the settlement of Peth, eventually reaching the village of East Braintree, hereinafter referred to as the East Braintree Road (not meaning the Craig Hill Road, so-called, but meaning the road which runs in the same general direction as the said Craig Hill Road, but westerly of it). Said knoll is located approximately one half mile northerly of the junction of the East Braintree Road and the southerly end of the said Craig Hill Road and said reserved parcel is bounded as follows:

Beginning at the southwesterly corner thereof at a two inch iron pipe driven into the ground on the southwest slope of said knoll; thence running easterly approximately 72 yards in a straight line to another such pipe on the southeast slope; thence turning and running northerly approximately 180 yards in a straight line to another such pipe on the northeast slope; thence turning and running westerly approximately 60 yards in a straight line to another such pipe on the northwest slope; thence turning and running southerly approximately 194 yards in a straight line to the point of beginning, the last course at some point being approximately 250 feet easterly from the East Braintree Road.

Second: The right to develop a spring of water on land not reserved hereby, which spring lies approximately 200 feet southwesterly of the southwest corner of the above reserved parcel, together with the exclusive right to draw water therefrom for the use on the above reserved parcel and together with the right to enter upon the land above granted and not reserved and to excavate for and lay, maintain, repair and continually, as needed, replace an aqueduct or water line to conduct water from said spring to said reserved parcel, doing no unnecessary damage to the subservient land and the crops and improvements thereon.

Third: An easement to construct and maintain a roadway over a strip of land 20 feet wide from the East Braintree Road to the above reserved parcel and the right to use said roadway (in common with the said Grantee and his heirs and assigns) for continual ingress to and egress from the said reserved parcel; once reasonably established, the location of said right of way shall become permanent.

All reference to compass bearings above are rough approximations.

The Grantors hereby grant to the said Robert A. Simpson and his heirs and assigns the right of first refusal with respect to the above reserved parcel, spring and aqueduct rights, and roadway easement, that is to say, a right to purchase said reserved premises and any improvements hereafter placed thereon, before the said Grantors or any of their heirs, executors, administrators or devisees, or any person by reason of a judgment of a court of competent jurisdiction may convey the same. Before conveying the same, the obligated person(s) shall, in writing, for a period of thirty days, offer the above reserved premises for sale to the holder of this right of first refusal at the price and terms of any proposed bona fide sale to a third party. If the said holder fails to accept such an offer within the prescribed thirty days, this right of first refusal shall expire, provided, however, if the obligated person(s) then fails within another sixty days to convey said premises to a third party at the terms and price of said required offer and in a conveyance which has some substantial purpose other than to foreclose this right of first refusal, then this right of first refusal shall be revived and shall continue until properly extinguished or surrendered.

The Grantors also hereby assign and transfer unto the said Grantee Robert A. Simpson and his heirs and assigns the right of first refusal reserved by the said Grantors in their deed to Carrie L. Simpson bearing even date herewith and recorded in Book 28, page 467 of the Braintree Land Records.

Reference is made to all the aforesaid deeds and their records, to the instruments and records therein or thereby referred to, and to the Braintree Land Records in aid of all the descriptions contained above.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee Robert A. Simpson and his heirs and assigns, to their own use and behoof forever; And we the said Grantors Robert B. Simpson and Evelyn A. Simpson for ourselves and our



Robert B. Simpson and Evelyn A. Simpson to Robert A. Simpson

heirs, executors and administrators, do covenant with the said Grantee Robert A. Simpson and his heirs and assigns, that until the ensembling of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE: Except: (1) easements held by Central Vermont Public Service Corporation and New England Telephone and Telegraph Company; (2) a spring and aqueduct right granted to said Robert A. Simpson by deed of even date herewith; (3) the above reserved spring, aqueduct and roadway easements, and (4) the 1972 property taxes.

Otherwise we do hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 3rd day of August A.D. 1972.

IN PRESENCE OF:

/s/ Philip A. Angell, Sr.

witness to both

/s/ Alan A. Comery

witness to both

/s/ Robert B. Simpson (seal)

/s/ Evelyn A. Simpson (seal)

STATE OF VERMONT  
ORANGE COUNTY, SS.

At Randolph in said county this 3rd day of August A.D. 1972 Robert B. Simpson and Evelyn A. Simpson personally appeared, and each acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, /s/ Philip A. Angell, Sr.

Notary Public

Braintree Town Clerk's Office, August 3, A.D. 1972 at 6 o'clock ---- min. P.M.

Received the deed for record, of which the foregoing is a true copy.

Attest, *Helen E. Bowen*

Town Clerk

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

ACKNOWLEDGMENT

Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.

At. Land Use & Development Plans Act Cert. Rec'd.

Return No. *A 17591*

Signed *Helen E. Bowen*, Clerk

Date *8-3-72*

OPTION TO PURCHASE

LESSEE

LESSOR AGREEMENT

August 11, 1972

We, Anna Mae and John Gilman hereafter known as the "Lessee" and Clarence and Barbara Carter, hereafter known as the "Lessor", agree as follows:

1. The "Lessee" agrees to sell to the Lessor house and parcel of land 1/4 acre more or less on the left hand side of Route 12 entering the town of East Braintree, in the state of Vermont, for the sum of \$3,000. plus stove and refrigerator for an additional \$300. The total sum of \$3,300 plus 6% interest over a period of 4 Years, total interest \$792., total for all \$4,092. Plus: taxes paid to the Lessee monthly prorated at \$120. a year for a grand total of \$4572.00 to be paid on the 1st of each and every month, beginning September 1, 1972, at the rate of \$95.25 per month for 4 years or 48 months until balance of \$4572.00 is paid in full.

2. If taxes should increase over this period of 4 years the Lessor shall be responsible for any and all above \$120.00 per year.

3. I, Clarence and Barbara Carter, agree to purchase this property plus appliances at the interest rate and taxes agreement, as stated above, and also agree to keep property insured and repaired and maintained at all times.

4. We also agree to pay \$95.25 per month for 4 years or 48 months plus any and all taxes over and above stated \$120.00 yearly included in monthly payment to be paid yearly by Lessor.

5. We, Clarence and Barbara Carter, agree upon 90 (ninety) day default in payment, property will revert back to Lessee.

6. Lessee, agrees to let heirs of Clarence and Barbara Carter continue this agreement.

7. Deed to said above property, Lessee agrees to give the Lessor on date paid in full. Lessee states that above property is free and clear of all mortgages and/or any liens.

Witness: /s/ Betty I. Dewey  
Witness: /s/ Russell M. Curtis

Lessee Sign/ John Gilman  
Lessee Sign: /s/ Annamae Gilman  
Lessor Sign: /s/ Clarence Carter  
Lessor Sign: Barbara Carter

Notary: /s/ Russell M. Curtis

Braintree Town Clerk's Office, August 19, A.D. 1972 at 4 o'clock 30 min. P.M.  
Received the instrument for record, of which the foregoing is a true copy.

Attest, *Helen E. Bowen*  
Town Clerk



VERMONT WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, LESTER A. MURRAY, of Braintree, in the County of Orange, and State of Vermont, GRANTOR,

IN CONSIDERATION OF One Dollar (\$1.00) and other valuable consideration paid to my full satisfaction by ROBERT A. SIMPSON and TAY R. SIMPSON, husband and wife, of Braintree, County of Orange, State of Vermont, GRANTEES, by these presents do freely

GIVE, GRANT, SELL, CONVEY, and CONFIRM, unto the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, husband and wife, as tenants by the entirety, to them, to the survivor of them and to their heirs and assigns forever, a certain piece of land in Braintree, in the County of Orange, and State of Vermont, described as follows viz:

Being a parcel of land of approximately 0.3 acres with dwelling thereon and waters right appurtenant thereto, located on the southerly side of the so-called Peth Road, and being all and the same lands and premises conveyed to Lester A. Murray and Coleen P. Murray by the warranty deed of Clive V. Alcorn and Margoriel Alcorn dated October 1st, 1973 and recorded in Book 29, Page 170 of the Braintree Land Records. Also being all and the same lands and premises conveyed to Lester A. Murray by the quitclaim deed of Coleen P. Conroy f/k/a Coleen P. Murray dated March 17th, 1986 and recorded in Book 33, Pages 176 to 178 of the Braintree Land Records.

This conveyance is subject to utility line easements as may be found of record.

Coleen P. Conroy, f/k/a Coleen P. Murray, joins in this conveyance for the sole purpose of releasing her right of first refusal to these lands and premises as were reserved in the quitclaim deed above mentioned.

Reference may be had to the above-mentioned deeds and records contained therein, and the land records of Braintree, Vermont in aid of this description.

TO HAVE AND TO HOLD the said granted premises with all the privileges and appurtenances thereof, to the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, husband and wife, as tenants by the entirety, to them, to the survivor of them, and to their heirs and assigns, for their own use and behoof forever, and I the said GRANTOR, LESTER A. MURRAY, for myself and my heirs and assigns do

COVENANT with the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, and their heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are

FREE FROM EVERY ENCUMBRANCE except as aforesaid and the lien of the 1989 Braintree real estate taxes which the GRANTEES hereby assume and agree to pay and hold the GRANTOR harmless therefrom.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 21st day of August, 1989.

IN PRESENCE OF:

WITNESS AS TO LAM

WITNESS AS TO LAM

WITNESS AS TO CPC

WITNESS AS TO CPC

Lester A. Murray L.S.  
LESTER A. MURRAY

Coleen P. Conroy f/k/a Coleen P. Murray L.S.  
COLEEN P. CONROY f/k/a  
COLEEN P. MURRAY

STATE OF VERMONT  
COUNTY OF ORANGE, S.S.

At Randolph, this 21st day of August, 1989, COLEEN P. CONROY, f/k/a COLEEN P. MURRAY, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me: Notary Public

My Commission Expires: 02/10/91

STATE OF VERMONT  
COUNTY OF ORANGE, S.S.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd. - Tax Rec'd. - Board of Health Cert. Rec'd. -  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 2338  
Signed: [Signature] Clerk  
Date: Aug. 22, 1989

VERMONT WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, EVELYN A. SIMPSON, of Braintree, in the County of Orange, and State of Vermont, GRANTOR,

IN CONSIDERATION of ten dollars (\$10.00) and other valuable consideration paid to my full satisfaction by ROBERT A. SIMPSON and TAY R. SIMPSON, of Braintree, in the County of Orange, and State of Vermont, GRANTEES, by these presents, do freely,

GIVE, GRANT, SELL, CONVEY, and CONFIRM unto the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, husband and wife, as tenants by the entirety, to them, to the survivor of them and to their heirs and assigns forever, a parcel of land in Braintree, in the County of Orange, and State of Vermont, described as follows, viz:

Being a parcel of land with the dwelling house and the spring encasement thereon, all located on the easterly side of the road leading northwesterly from the settlement of Peth past the farm of Robert A. Simpson. The parcel of land hereby conveyed is bounded as follows: Beginning at a point twelve inches northerly from the northernmost point on the circumference of a circular concrete-block encasement for the spring, which presently supplies water to the premises hereby conveyed; thence running in a straight line to a point marked by a two-inch iron pipe set in the ground in the plane of the left foundation wall of the dwelling house, (as determined by facing said dwelling from said road), fourteen feet from the back corner of said wall; thence turning clockwise and running parallel with the back foundation wall of said dwelling to a point marked by a two-inch iron pipe set in the ground in the plane of the right foundation wall; thence turning clockwise and running in a straight line to a point in a stone wall on the edge of the aforesaid road, which point is fifteen feet southerly of C.V.P.S. Corp. pole bearing the symbols "215 20-1 4X"; thence turning clockwise and running in a straight line, following the shortest possible course, to the center of the aforesaid road; thence turning clockwise and running along the centerline of said road to a point found by measuring the shortest course from the point of beginning to the centerline of said road; and thence turning clockwise and running in a straight line to the point of beginning.

The premises are all and the same land and premises that were conveyed to Evelyn A. Simpson by the Warranty Deed of Carrie L. Simpson which deed is dated September 12, 1987 and is of record in Book 34 at Page 73 of the Braintree Land Records.

Reference is hereby made to the aforementioned deed and its record to the deeds and records referred to therein and to the Braintree Land Records in aid of this description.

The premises are also subject to a utility line easement exercised in common by Central Vermont Public Service Corporation and New England Telephone and Telegraph Company.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, husband and wife, as tenants by the entirety, to them, to the survivor of them, and to their heirs and assigns, to their own use and behoof forever, and I the said GRANTOR, EVELYN A. SIMPSON, for myself and my heirs, executors and administrators, do

COVENANT with the said GRANTEES, ROBERT A. SIMPSON and TAY R. SIMPSON, and their heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are

FREE FROM EVERY ENCUMBRANCE except as aforesaid; otherwise I hereby engage to

WARRANT and DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 22nd day of September, 1992.

Patricia T. May  
WITNESS

Evelyn A. Simpson L.S.  
EVELYN A. SIMPSON

Robert M. Noel  
WITNESS

STATE OF VERMONT  
ORANGE COUNTY, SS

At Randolph this 22nd day of September, 1992, EVELYN A. SIMPSON personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before Me: Robert M. Noel My Commission Expires: 02/10/95  
Notary Public

BRAINTREE TOWN CLERK'S OFFICE SEPTEMBER 23 A.D. 1992 AT ONE O'CLOCK AND 43 MIN. P.  
RECEIVED FOR RECORD THIS INSTRUMENT OF WHICH THE FOREGOING IS A TRUE COPY.  
A TRUE RECORD, ATTEST, Janice J. Thresk TOWN CLERK

Return No. 23-192  
Signed Janice J. Thresk, Clerk  
Date Sept. 23, 1992

32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd. - Tax. Bd. of Health Cert. Rec'd. -  
Vt. Land Use & Development Plans Act Cert. Rec'd.

PETER M. NOWLAN  
ATTORNEY AT LAW  
2 SUMMER STREET  
P. O. BOX 465  
RANDOLPH, VERMONT



SUBORDINATION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that I, ANNE GILMORE KENDALL, F/K/A ANNE K. SIMPSON, now of Randolph, in the County of Orange and State of Vermont for and in consideration of the GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS, ACCESS EASEMENT AND RIGHT OF FIRST REFUSAL, by Robert A. Simpson and Tay R. Simpson of Braintree, Vermont to the Vermont Land Trust, Inc., a non-profit corporation with its principal office in Montpelier, Vermont, the Vermont Department of Agriculture, an Agency of the State of Vermont, and the Vermont Housing Conservation Board, an independent Board of the State of Vermont, and to their respective successors and assigns, do hereby agree that the mortgage granted me by Robert Simpson, dated November 23, 1983 and of record in Book 32 at Page 167 of the Braintree Land Records shall be subject, subordinate and junior in priority to the development restrictions and conservation easements conveyed to the Vermont Land Trust, Inc., the Vermont Housing and Conservation Board and the Vermont Department of Agriculture by Robert A. Simpson and Tay R. Simpson by their deed dated ~~August 23~~ August 23, 1992 and to be recorded herewith in the Braintree Land Records.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 11th day of August, 1992.

John S. Morrison  
WITNESS

John M. Nadeau  
WITNESS

Anne Gilmore Kendall  
ANNE GILMORE KENDALL  
F/K/A ANNE K. SIMPSON

STATE OF VERMONT  
ORANGE COUNTY, SS.

At Randolph this 11th day of August, 1992 personally appeared ANNE GILMORE KENDALL, F/K/A ANNE K. SIMPSON and she acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me: John M. Nadeau

Notary Public

BRAINTREE TOWN CLERK'S OFFICE SEPT. 23 A.D. 1992 AT ONE O'CLOCK AND 44 MIN. PM.  
RECEIVED FOR RECORD THIS INSTRUMENT OF WHICH THE FOREGOING IS A TRUE COPY.  
A TRUE RECORD, ATTEST, Janice J. Shesher TOWN CLERK

RELEASE OF RIGHT OF FIRST REFUSAL

KNOW ALL PERSONS BY THESE PRESENTS that we, SANDERS H. STEPHEN and MARY L. STEPHEN of Lynnfield, in the County of Essex and Commonwealth of Massachusetts, for ourselves and for our heirs and assigns, in consideration of a certain GRANT OF DEVELOPMENT RIGHTS AND CONSERVATION RESTRICTIONS, ACCESS, EASEMENT AND RIGHT OF FIRST REFUSAL granted by Robert A. Simpson and Tay R. Simpson to the Vermont Land Trust, Inc., a non-profit corporation with its principal office in Montpelier, Vermont, the Vermont Department of Agriculture, an Agency of the State of Vermont, and the Vermont Housing and Conservation Board, an independent Board of the State of Vermont, and their respective heirs and assigns do hereby forever release, remise and relinquish that right of first refusal with respect to the grant of rights provided, however, that the right of first refusal shall continue in full force and effect in the event fee title to the property is conveyed. The right was granted to us by the Warranty Deed of Robert A. Simpson, joined by Evelyn A. Simpson, which deed was dated November 13, 1987 and is of record in Book 34 at Page 100 of the Braintree Land Records.

IN WITNESS WHEREOF we hereunto set our hands and seal this 24th day of August, 1992.

Patricia T. Meyer  
WITNESS

John S. Morrison  
WITNESS

Sanders H. Stephen  
SANDERS H. STEPHEN

Mary L. Stephen  
MARY L. STEPHEN

STATE OF VERMONT  
ORANGE COUNTY, SS.

At Randolph this 24th day of August, 1992 SANDERS H. STEPHEN and MARY L. STEPHEN, personally appeared and they acknowledged this instrument by them sealed and subscribed to be their free act and deed.

Before me: Patricia T. Meyer

Notary Public

BRAINTREE TOWN CLERK'S OFFICE SEPT. 23 A.D. 1992 AT ONE O'CLOCK AND 45 MIN. PM.  
RECEIVED FOR RECORD THIS INSTRUMENT OF WHICH THE FOREGOING IS A TRUE COPY.  
A TRUE RECORD, ATTEST, Janice J. Shesher TOWN CLERK