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**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS** that We, MARK CONWAY and KATHLEEN NEISES CONWAY of Amherst, in the County of Hillsborough, State of New Hampshire Grantors, in consideration of the sum of One Dollar and other good and valuable considerations paid to our full satisfaction by JOHN CARL MARSHALL and ROBYN ELIZABETH MULVEY of Unit 91, 42-52 Terrace Road, East Perth, Western Australia, as Joint Tenants with Rights of Survivorship, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantees, JOHN CARL MARSHALL and ROBYN ELIZABETH MULVEY as Joint Tenants with Rights of Survivorship and their heirs and assigns forever, a certain piece of land in the Town of Rochester, Windsor County, State of Vermont, known as 217 Falcon Loop West and described as follows:

Being all the same lands and premises conveyed to Mark Conway and Kathy Conway by Warranty Deed of David M. Corey and Charlotte Corey, dated May 27, 2007 and recorded June 28, 2007 in the Town of Rochester land records in Book 83 at Pages 522-524 and more particularly described in Schedule A attached hereto and made a part hereof.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, JOHN CARL MARSHALL and ROBYN ELIZABETH MULVEY, as Joint Tenants with Rights of Survivorship, and their heirs and assigns, to their own use and behoof forever; and the said Grantors, MARK CONWAY and KATHLEEN NEISES CONWAY, for themselves and their heirs and assigns, does covenant with the said Grantees, JOHN CARL MARSHALL and ROBYN ELIZABETH MULVEY, as Joint Tenants with Rights of Survivorship, their heirs and assigns, that until the en sealing 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 it is free from every encumbrance, except as aforesaid; and we hereby engage to WARRANT and DEFEND the same against all lawful claims whatsoever, except as aforesaid.

520  
Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**-ACKNOWLEDGEMENT-**

Return No. 16-37 Date 7/25/16

Joan McConnell Clerk

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20<sup>th</sup> day of July, 2016.

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD July 25 A.D. 2016  
AT 8 O'CLOCK 00 MINUTES AM  
AND RECORDED IN BOOK 98 PAGE 521-524  
ATTEST Joan McConnell TOWN CLERK

Mark Conway  
Mark Conway

Kathleen Neises Conway  
by Daniel W. Ewald her attorney  
Kathleen Neises Conway by Daniel W. Ewald, her Attorney in Fact

STATE OF VERMONT  
RUTLAND COUNTY, SS

At the City of Rutland, Vermont, this 20 day of July, 2016, Mark Conway personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed.

Before me Ande Fox  
Notary Public

Commission Expires: 02/10/2019

STATE OF VERMONT  
RUTLAND COUNTY, SS

At the City of Rutland, Vermont, this 20<sup>th</sup> day of July, 2016, Daniel W. Ewald, Attorney in Fact for Kathleen Neises Conway personally appeared and acknowledged this instrument by him sealed and subscribed, to be his free act and deed and the free act and deed of each of them.

Before me Ande Fox  
Notary Public

Commission Expires: 02/10/2019

SCHEDULE A  
217 FALCON LOOP WEST  
ROCHESTER, VERMONT

Being all and the same lands and premises conveyed to David M. Corey by the Warranty Deed of Margarita Mellior Tucker and Margarita Tucker dated August 29, 2002 and recorded in Book 70, Pages 284-287 of the Rochester Land Records, wherein the property is described as follows:

Being all and the same land and premises conveyed to Margarita Mellior Tucker and Margarita Tucker by Warranty Deed of Lean J. Robey and Elizabeth Ann Robey, dated August 22, 1978 and recorded in Book 41, pages 147-148 of the Rochester Land records, being more particularly described therein in relevant part as follows:

“Being Lot 56 at Great Hawk Colony development at Rochester, Vermont as shown on the Great Hawk colony Master Plan Index previously filed in the Rochester Town Clerk’s office; and survey map dated October 6, 1970, revised February 9, 1973 and filed in the Rochester Town Clerk’s office February 22, 1973 [to] which reference may be had and being more particularly described as follows:

“Beginning at a stake, which stake marks the northwest corner of Lot 56; proceed in a northeasterly direction on a bearing of North 42 degrees 15’ East for a distance of 240 feet more or less to a stake; thence proceed in a southeasterly direction on a bearing of south 21 degrees 30’ East for a distance of 202 feet more or less to a stake set in the edge of the right-of-way of Falcon Loop West; thence proceed in a southwesterly direction along the northwest edge of the right-of-way of Falcon Loop West on a bearing of South 41 degrees 00’ West for a distance of 280 feet more or less to a stake; thence proceed in a northerly direction in a straight line to the point of beginning.

“Being a part of the land and premises conveyed to Great Hawk Corporation by deed of Hugh N. Kopald dated July 17, 1968 and recorded in Rochester Land Records in Book 33 at page 510. Reference should be had to the deed to Hugh H. Kopald from George O. and Gertrude E. Martin dated July 26, 1967 and recorded in Book 33 at page 438 of the Rochester Land Records.

“This conveyance is made subject to all of the Protective Covenants which run with the land and which are of record in the Rochester Land Records dated September 26, 1968 and recorded in Book 35 at page 571 and dated October 10, 1968, and recorded in Book 35 at page 578 of said Land Records, and which said Covenants as recorded are made a part hereof and are incorporated herein by reference, and the within Grantees by acceptance of this deed agreeably accept this conveyance subject to those Protective Covenants and (any amendments thereto to parentheses added) [sic] and acceptance of the same is a part of the consideration for this deed as received by the within Grantor.

The Grantor, its agents, successors and assigns, shall have the exclusive right to regulate the installation, location and placements of all antennae for the reception of television, radio or electrical transmissions.

“This conveyance is made subject to an easement for power line purposes and for all utilities over ground and underground both present and future and an easement for cooperative water wells, pumps and lines, and the right of entry upon the premises for the purposes of installation, maintenance and repair of such systems, facilities, lines and installations.

“There is also hereby conveyed an equity interest in the Great Hawk Cooperative Water System and as a part of the consideration for this deed, there is incorporated herein by reference, the Great Hawk Cooperative Water System Agreement dated January 7, 1970 and recorded in Book 31 at page 379 of Rochester Land Records, and by acceptance of this conveyance, the Grantees, and their heirs and assigns covenant that they will comply with the

Schedule A  
217 Falcon Loop West  
Page 2

terms of said agreement and will be mutually responsible with other cooperative water system participating owners for the maintenance and operation of the system, all according to the terms thereof.

"This conveyance is subject to an easement for water flowage from a culvert at the southeast boundary of the lot.

"Grantees covenant that any dwelling house constructed on the lot will adhere with the check listed dated December 1, 1972, Pages 1-4, as adopted by Great Hawk Corporation.

Also conveyed herein is all interest in a water system conveyed to Margarita Tucker and others by Quitclaim Deed of Hawk Mountain Corporation dated October 26, 1983 and recorded in Book 44, pages 526-530 of the Rochester Land Records.

Reference may be had to said deeds and their records and to all prior deeds and their records in aid of this description; and to release a right of first refusal from Great Hawk Owners Association, Inc. to be recorded simultaneously herewith.

This conveyance is subject to utility easements and rights-of-way appearing of record; provided, however, that any encumbrances otherwise extinguished by the record Title Act are not hereby revived."

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