

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that **Jamie St. Pierre** of Richford, in the County of Franklin and State of Vermont, **Grantor**, in the consideration of Ten or More Dollars paid to his full satisfaction by \_\_\_\_\_ **and** \_\_\_\_\_ of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_, **Grantees**, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, their heirs and assigns forever, a certain piece of land and any improvements thereon in the Town of Georgia, in the County of Franklin and State of Vermont, described as follows:

Being a parcel of land, together with the buildings thereon located in the Town of Georgia, Vermont and depicted as Lot 5 (hereinafter "Lot 5") comprising 2.34 acres, more or less, on a plat entitled "Lands of Jamie St. Pierre Polly Hubbard Road, T.H. # 14, Georgia, Vermont Four Lot Subdivision Survey Plat" Drawing No. PL-3, sheet 1 of 1 dated March 20, 2023, last revised August 8, 2023, prepared by Bernard & Gervais, LLC, and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Land Records (hereinafter referred to as the "Plat".)

Lots 5 through 8 are subject to the Town of Georgia Development Review Board's Decision and Findings of Fact for Preliminary Plat Review, (hereinafter "Decision and Findings of Fact") dated May 2, 2023 and recorded in the Town of Georgia Land Records at Volume 390, Page 296 and any amendments thereto. By acceptance of this deed, the Grantees herein grant any and all necessary easements, appurtenances and rights of way necessary to correct and complete the four lot Planned Unit Development major subdivision (hereinafter the "Planned Community") approved by the Decision and Findings of Fact and any amendments thereto.

Lots 5 through 8 are subject to the State of Vermont Wastewater and Potable Water Supply Permit WW-6-3219-3 dated \_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to Vermont Wetland General Permit 3-9025 for Project Number 202-389 dated July 6, 2021 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to stormwater Authorization Under Vermont General Construction Permit 3-9020, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto, and stormwater Authorization to Discharge Under General Permit 3-9015, Permit No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records and any amendments thereto.

Lots 5 through 8 are subject to the provisions contained in the Declaration of Covenants, Conditions and Restrictions of Pleasant Valley Lane Planned Community and Pleasant Valley Lane HOA Inc. dated \_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records (hereinafter the "Declaration") and any amendments thereto, and the By-Laws of Pleasant Valley Lane HOA Inc. dated \_\_\_\_\_, 2023 and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Town of Georgia Land Records (the "By-Laws") and any amendments thereto.

By acceptance of this deed the Grantee(s) agree(s) to become member(s) of Pleasant Valley Lane HOA Inc. (hereinafter the "Homeowners' Association") as governed by the Declaration and By-Laws and any amendments thereto. Membership in the Homeowners' Association shall include all privileges, easements, rights of way for use, servitudes, licenses, responsibilities, requirements, restrictive covenants, obligations, now or hereafter belonging or pertaining to the lot identified herein, as defined and described in the Declaration and By-Laws.

Notice is given of the existence of preserved agricultural lands located on Lot 8 and identified as "Total Open Space Land 4.92 Acres" (hereinafter the 'Open Space Land') on

the Plat and in the vicinity of the Lot or Lots conveyed herein. No further development or subdivision of the Open Space Land shall be permitted. The Open Space Land is subject to a Right to Farm Covenant, which may include current and future agricultural operations such as, without limitation, plowing, planting, fertilizing, spraying and the use of agricultural chemicals, pesticides and herbicides in the course of cultivating, harvesting, storing and transporting agricultural products, and the raising, feeding and management of livestock. Consistent with this notice, the Lot or Lots are conveyed subject to a perpetual easement for any noise, odors, dust and/or byproducts and impacts that may occur in the course of conducting accepted agricultural and best-management practices on nearby agricultural lands. Grantees, by the acceptance of this deed, waive any objection to impacts arising from any existing and future use of the Open Space Land on Lot 8 in compliance with Required Agricultural Practice Rules promulgated by the State of Vermont Agency of Natural Resources and consistent with accepted agricultural and best-management practices, and acknowledge that any such existing and future agricultural activities do not constitute a nuisance or a trespass.

Lots 5 through 8 are subject to and benefitted and burdened by such other easements, conditions and covenants as may be depicted on said Plat or on the site plan entitled "Four Lot Subdivision & Residential Planned Unit Development Jamie St. Pierre Polly Hubbard Road, Georgia, Vermont Lots 5 & 8 Site Plan," prepared by Barnard & Gervais, LLC, dated January 25, 2021 and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Map Records (hereinafter the "Site Plan Lots 5 & 8") and on the site plan entitled "Four Lot Subdivision & Residential Planned Unit Development Jamie St. Pierre Polly Hubbard Road, Georgia, Vermont Lots 5 & 8 Site Plan," prepared by Barnard & Gervais, LLC, dated January 25, 2021 and recorded at Map Slide \_\_\_\_\_ of the Town of Georgia Map Records (hereinafter the "Site Plan Lots 6 & 7") or as may be set forth in the Declaration and any amendments thereto, including but not limited to easements for utilities, stormwater drainage, septic systems and related wastewater system infrastructure.

Lots 5 are 8 are subject to and benefited by an easement for a sixty-foot-wide (60') right-of-way and cul-de-sac, as depicted on the Plat, and known as Pleasant Valley Lane for the benefit of Lots 5 through 8 for ingress and egress. The Owners of Lots 5 through 8 shall be responsible in equal shares for the costs of the repair, improvement, maintenance, replacement, and snow removal on Pleasant Valley Lane and its cul-de-sac, including the costs for maintaining it in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.

Lots 5, 7, and 8 are subject to an easement for a twelve-foot-wide (12') right-of-way beginning in Lot 8 at the edge of the cul-de-sac for Pleasant Valley Lane, continuing northerly through Lots 5 and 7 to the point where the private driveways for Lots 6 and 7 begin, as depicted on the Plat, to be used as a shared private driveway for the benefit of Lots 6 and 7 for ingress and egress. The owners of Lots 6 and 7 shall be solely responsible in equal shares for the expenses associated with the maintenance, repair and replacement, and snow removal for the shared private driveway, including the costs for maintaining it in a manner to provide a solid roadway of sufficient width, which shall be kept clear of snow, any over-hanging wires or branches, or any other obstructions that would interfere with the safe and speedy access of any fire-fighting apparatus needed to fight a fire.

Lots 5 and 7 are subject to and benefited by an easement for a twenty-foot-wide (20') pedestrian right-of-way beginning in Lot 5 at the northerly end of the shared right-of-way for Pleasant Valley Lane, extending along the westerly boundary line of Lot 5 and continuing along the northerly boundary line of Lot 7, as depicted on the Plat, and for the benefit of Lots 5 through 8.

Lots 5 through 8 are subject to a 150-foot-wide right-of-way easement granted to Vermont Electric Power Company dated January 22, 1958 and recorded at Volume 27, Page 268 of the Town of Georgia Land Records.

Lots 5 through 8 are subject to a supplemental right-of-way agreement and easement granted to Vermont Gas Systems, Inc., dated March 17, 2005 and recorded at Volume 175, Page 7 of the Town of Georgia Land Records.

Being the same land and premises conveyed to Jamie St. Pierre by Warranty Deed of David Juaire and Roger Juaire, dated May 4, 2017 and recorded in Volume 300, Page 74 of the Town of Georgia Land Records.

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

This property shall be commonly known as 218 Pleasant Valley Lane, Georgia, Vermont.

**TO HAVE AND TO HOLD** all said granted premises, with all the privileges and appurtenances thereof, to the said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, a married couple as tenants by the entirety, their heirs, executors and administrators, to their own use and behoof forever; and the said **Grantor, Jamie St. Pierre**, for himself and his heirs, executors and administrators, does covenant with the said **Grantees**, \_\_\_\_\_ **and** \_\_\_\_\_, their heirs, executors and administrators, that until the ensembling of these presents that he is the sole owner of the Land and the Improvements, and has good right and title to convey the same in manner aforesaid, that said Land and Improvements are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid and except easements and rights of way of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7, Title 27, VSA; and does hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jamie St. Pierre

STATE OF VERMONT  
COUNTY OF FRANKLIN, SS.

At \_\_\_\_\_, Vermont in said County this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Jamie St. Pierre, and he acknowledged this instrument by him sealed and subscribed to be his free act and deed.

Before me, \_\_\_\_\_  
Notary Public  
Commission Expires: 1/31/2025