### WARRANTY DEED

## KNOW ALL PEOPLE BY THESE PRESENTS,

THAT T.C. PROPERTIES, INC., a Vermont Corporation with a place of business in West Dover, County of Windham and State of Vermont, (hereinafter, whether one or more, individual or corporate, masculine or feminine, including all heirs, executors, administrators, successors and assigns, referred to as Grantor or it), in the consideration of One Dollar and other good and valuable consideration paid to Grantor's full satisfaction by MARY ELIZABETH REAGAN, of Wilmington, in the County of Windham, and State of Vermont, (hereinafter, whether one or more, individual or corporate, masculine or feminine, including all heirs, executors, administrators, successors and assigns, referred to as Grantee or it), by these presents, do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, MARY ELIZABETH REAGAN, and its heirs and assigns forever, a certain piece of land in West Dover, in the County of Windham, and State of Vermont, described as follows, viz:

## SEE ATTACHED SCHEDULE A FOR DESCRIPTION

TO HAVE AND TO HOLD said granted premises, with all privileges and appurtenances thereto, to the said Grantee, MARY ELIZABETH REAGAN, its heirs and assigns, to its own use and behoof forever,

And it, the said Grantor, for itself and its heirs, executors and administrators, does covenant with the said Grantee, its heirs and assigns, that until the ensealing of these presents Grantor 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 herein mentioned.

And Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as herein mentioned.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal this 10+4 day of December, 1998.

In Presence Of:

T.C. PROPERTIES, INC.

Properties, INC.

Witness

T.C. PROPERTIES, INC.

by: Lin Lillinges

L.S.

Its duly authorized agent

STATE OF VERMONT COUNTY, SS.

At <u>Realleboro</u>, this <u>loth</u> day of <u>Decorp</u> 1998, personally appeared <u>Traculler</u> duly authorized agent of T. C. Properties, Inc., and <u>the</u> acknowledged this instrument, by <u>ket</u> scaled and subscribed, to be <u>history</u> free act and deed and the free act and deed of T. C. Properties, Inc.

Before me,

d Devarde o. Qhe

Vertriont Property Transfer Tox 32 V.S.A. Chap. 231 —ACKNOWLEDGMENT— Return Rec'd. - Tax Paid - Board of Maskh Carl. Rec'd Vt. Land Use & Development Plans Act. Carl. Rec'd. Return No. 52.7 - 9.9

Signed Eleganor & Lorregant Clere Date December 11, 1998

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#### Schedule A

Being a portion of the lands and premises conveyed to T.C. Properties, Inc. by Quit Claim Deed of W. Thompson Cullen, Trustee of the Cullen 1995 Trust, dated February 14, 1994 and recorded October 31, 1994 in Book 141, Pages 421-422 of the Dover Land Records and therein described as follows:

Being a portion of the lands and premises conveyed to The Cullen 1985 Trust by Quit-claim Deed of W. Thompson Cullen, dated June 28, 1989, and recorded July 17, 1989 in Book 110, Page 154 of the Dover Land Records.

Also being a portion of the lands and premises conveyed to W. Thompson Cullen by Warranty Deed of Martin Miller, Herbert Miller, and Harry Weinstein, dated November 25, 1986, and recorded December 1, 1986 in Book 81, Page 35 of the Dover Land Records and further described as follows:

PARCEL 1: Being Lot #1 of Mountain Park and beginning at a point situated on the westerly side of Vermont Route 100, said point being the northeasterly corner of said Lot #1; thence S 48° 40' W 180.0 feet to a point, thence South 42° 44' E 136 feet along the easterly edge of Lot #3 to a point; said point being the southwesterly corner of Lot #1 and the northwesterly corner of Lot #2; thence N 48° 40' E 180 feet along the northerly side of Lot #2 to a point in the westerly side of Vermont Route 100; thence N 42° 44' W 136 feet along the westerly side of Vermont Route 100 to the point and place of beginning.

Grantor reserves from the above described parcel a common area casement over all of the parcel not covered by the foot print of the building thereon. This easement is for the purpose of maintaining for the benefit of all owners in the shopping plaza the driveways, parking areas, landscaping, common signs, trash bins, water and fire systems, lighting and all other elements of the shopping plaza not exclusively related to the building on the above described parcel. Grantor may from time to time reconfigure any of the common area easement elements in a manner which, in its judgment, is in the best interest of the shopping center as a whole.

Conveyed herewith is a right of way, in common with others, for all purposes of ingress and egress from Lot #1 over the roadways of Mountain Park, formerly known as "Dover Park", together with the right to the Grantee and its invitees to use the parking areas in Mountain Park and other elements of the common area easement, subject to the reasonable rules and regulations of Grantor, or its successor, and subject to a reciprocal right in favor of Grantor, its successors and assigns, to use the parking areas included in said Lot #1, all as shown on a site plan entitled "Dover Park", prepared by Wm. Jewell and Company, Environmental Consultants, dated December 15, 1987, and revised January 6, 1988; February 8, 1988; February 22, 1988; June 2, 1988; April 3, 1989; and April 17, 1989.

"All parcels herein conveyed are subject to any and all rights of way or easements of record, or of fact, applicable to the above-described premises."

By recording of this deed, Grantee acknowledges that the above-described property is serviced by a common water and fire system for Mountain Park, and that the allocation of water between the properties therein is subject to regulation by the State of Vermont.

SUBJECT TO those items set forth in the attached Schedule B, and to an Agreement for Promotion and Common Area Maintenance between Grantor and Grantee, as amended from time to time.

#### Schedule B

- Easement to Green Mountain Power Co., as it may apply to the Exhibit A premises, dated May 11, 1988 and recorded December 9, 1988, in Book 104, Page 572 of the Dover Land Records.
- Easement to Green Mountain Power Co., as it may apply to the Schedule A premises, dated May 18, 1988, and recorded December 9, 1988, in Book 104, Page 573 of the Dover Land Records.
- Easement to Green Mountain Power Co., as it may apply to the Schedule A premises, dated September 23, 1988, and recorded December 19, 1988, in Book 105, and Page 364 of the Dover Land Records.
  - 4. The terms and conditions of the following State of Vermont Land Use and Subdivision Permits:
  - a. #D-2-1149, dated January 5, 1984, and recorded January 13, 1984, in Book 58, Page 294 of the Dover Land Records.
  - b. #2W0720, dated January 25, 1988, and recorded January 26, 1988, in Book 96, Page 134 of the Dover Land Records.
  - c. #EC-2-1511/2W0720, dated October 7, 1987, and recorded January 26, 1988, in Book 96, Page 138 of the Dover Land Records.
  - d. #DE-2-2397/2W0720, dated October 7, 1987, and recorded January 26, 1988, in Book 96, Page 140 of the Dover Land Records.
  - e. #2W0720-A, dated October 12, 1988, and recorded October 20, 1988, in Book 103, page 164 of the Dover Land Records.
  - f. #EC-2-1511-R1, dated September 7, 1988, and recorded May 5, 1989, in Book 108, Page 470 of the Dover Land Records.
  - g. #DE-2-2560, dated August 30, 1988, and recorded May 5, 1989 in Book 108, Page 472 of the Dover Land Records.
  - h. #DE-2-2561, dated August 30, 1988, and recorded May 5, 1989 in Book 108, Page 473 of the Dover Land Records.
  - i. #DE-2-2562, dated August 30, 1988, and recorded May 5, 1989 in Book 108, Page 474 of the Dover Land Records.
  - j. #2W0720-3, dated July 14, 1989, and recorded July 17, 1989 in Book 110, Page 164 of the Dover Land Records.
  - k. #EC-2-1511-2, dated August 7, 1989, and recorded August 15, 1989 in Book 110, page 503 of the Dover Land Records.
  - #EC-2-1511-1, dated June 26, 1989, and recorded August 15, 1989 in Book 110, page 506 of the Dover Land Records.
  - m. #2W0720-1-EB & 2W0720-2-EB, dated August 10, 1989, and recorded August 16, 1989, in Book 110, Page 512 of the Dover Land Records.
  - n. #2W0720-5, recorded July 19, 1990, in Book 116, Page 83 of the Dover Land Records.
  - o. #EC-2-1511-3, recorded August 15, 1990 in Book 116, Page 277 of the Dover Land Records.
  - p. #WW-2-0026-4, recorded August 15, 1990, in Book 116, Page 281 of the Dover Land Records.

- q. #2W0720-2-H, recorded September 5, 1990, in Book 116, Page 460 of the Dover Land Records.
- r. #2W0720-4(revised), dated November 8, 1989 and recorded November 10, 1989 in Book 112, Page 366 of the Dover Land Records.
- s. #2W0720-B, dated November 9, 1989 and recorded November 13, 1989 in Book 112, Page 398 of the Dover Land Records.
- t. #2W0720-1A, dated January 19, 1990 and recorded January 23, 1990 in Book 113, Page 549 of the Dover Land Records.
- u. #EC-2-1511-3, dated June 12, 1990 and recorded August 15, 1990 in Book 116, Page 278 of the Dover Land Records.
- v. #2W0720-6, dated May 15, 1991 and recorded May 17, 1991 in Book 120, Page 594 of the Dover Land Records.
  - w. #2W0720-6A, recorded in Book 123, Page 308 of the Dover Land Records.
- x. #2W0720-7, dated March 23, 1994 and recorded April 24, 1994 in Book 139, Page 071 of the Dover Land Records.
- y. #2W0720-8, dated August 15, 1994 and recorded August 16, 1994 in Book 140, page 518 of the Dover Land Records.
- z. #2W-0720-9 dated May 23, 1995 and recorded May 24, 1995 in Book 144, Page 202 of the Dover Land Records.
- aa. #EC-2-1511-4 dated February 15, 1996 and recorded February 21, 1996 in Book 147. Pages 317-319 of the Dover Land Records
- bb. #DE-2-2397-1 dated February 15, 1996 and recorded February 21, 1996 in Book 147, Pages 320-321 of the Dover Land Records.
- cc. #2W0720-9A dated March 26, 1996 and recorded March 27, 1996 in Book 148, Page 012 of the Dover Land Records.
- 5. Water Agreement Between T.C. Properties, Inc. and North Branch Fire District #1 dated September 13, 1994 and recorded September 16, 1994 in Book 141, Page 049 of the Dover Land Records. Note: This document states that it is an "Amended Contract [which] supersedes all previous contracts relating to Mountain Park."
- Easement to North Branch Fire District #1, as it may apply to the Schedule A premises, dated February 18, 1988, and recorded June 20, 1988 in Book 100, Page 182 of the Dover Land Records.
- 7. Easement to New England Telephone and Telegraph and Green Mountain Power, as it may apply to the Exhibit A premises, dated July 28, 1989 and recorded May 4, 1990 in Book 115, Page 18 of the Dover Land Records.
- 8. Subject to the rights of possession of the Lessees and the rights of the Lessees, if any, in and to the improvements on Lot #1 Mountain Park.
- Easement from T.C. Properties, Inc. to Green Mountain Power Co. and NYNEX dated August
   11, 1995 and recorded September 12, 1995 in Book 145, Pages 400-401 of the Dover Land Records.

DOVER TOWN CLERK'S OFFICE
RECEIVED FOR RECORD DECEMBER 11TH, A.D., 1998 AT 12 O'CLOCK AND 44
MINUTES A.M. RECORDED IN VOLUME 168 PAGES 434-437 OF THE DOVER
LAND RECORDS.

ATTEST: <u>Eleanan B. Locul</u> ASSISTANT TOWN CLERK

# Mountain Park Owners Association, Inc.

## PO Box 1339

# West Dover, VT 05356

Dots of Dover C/O Steven Garcia P.O. Box 1405 West Dover, VT 05356

Property Address:

1 Mountain Park Plaza

Account #:

11858

Date	Code	Amount	Balance Check#	Memo
	Begin Balance	0.00		
4/1/2024	Water Loan Repayment	106,94	106.94	Mater Leep Deserved
4/1/2024	Monthly Operating Fee	503.09	610.03	Water Loan Repayment
5/1/2024	Water Loan Repayment	106.94	716.97	Operating Assessment
5/1/2024	Monthly Operating Fee	503.09	1,220,06	Water Loan Repayment
6/1/2024	Water Loan Repayment	106.94	1,327.00	Operating Assessment
6/1/2024	Monthly Operating Fee	503.09	1,830.09	Water Loan Repayment
6/30/2024	Late Fee	18.30	1,848,39	Operating Assessment
7/1/2024	Water Loan Repayment	106.94	1,955,33	Late Fee
7/1/2024	Monthly Operating Fee	503.09	2,458,42	Water Loan Repayment
8/1/2024	Water Loan Repayment	106.94	2,565.36	Operating Assessment
8/1/2024	Monthly Operating Fee	503.09	3,068,45	Water Loan Repayment
8/1/2024	Late Fee	30.50	3,098.95	Operating Assessment Past Due
		Polence	2 222 25	

Balance:

3,098.95

Monthly fee to HOA is \$610,03