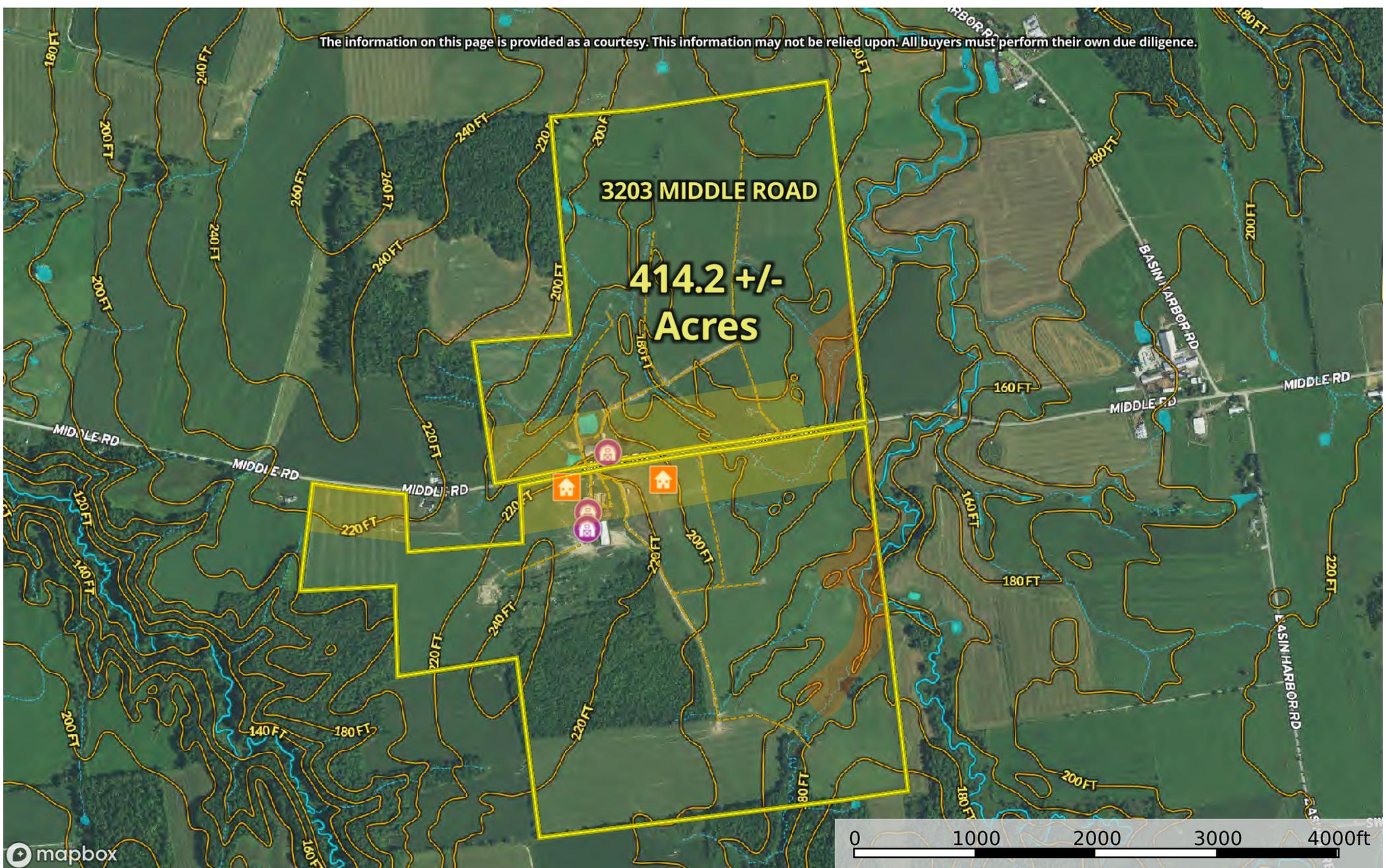


Bridport 414.2 Acres - 3203 Middle Road

Addison County, Vermont, 414.2 AC +/-

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.



mapbox

- House
- Barn
- Farm Road
- R - 2 Zoning
- Con - 25 Zoning
- Boundary
- Stream, Intermittent
- River/Creek
- Water Body

The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

VERMONT WARRANTY DEED

Deed for 3203 Middle Road farmstead

KNOW ALL PERSONS BY THESE PRESENTS;

That I, **James Russell Cary** of the City of Homer, State of Alaska, Grantor, in the consideration of one dollar and other valuable consideration paid to my full satisfaction by **Blissful Dairy LLC**, a Vermont Limited Liability Company with principal place of business in the Town of Bridport, County of Addison and State of Vermont, Grantee, by these presents do freely **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said **Blissful Dairy LLC**, Grantee, and its successors and assigns forever a certain piece of land in the Town of Bridport, in the County of Addison and State of Vermont described as follows, viz;

Being all and the same lands and premises described in a Quit Claim Deed from Debra J. Cary to James Russell Cary, dated August 2, 2016, and about to be recorded in the Town of Bridport Land Records and the conveyed lands are more particularly described therein as follows:

Being all and the same lands and premises described in a Warranty Deed from John W. Norris III and Debra J. Norris, to James Russell Cary and Debra J. Cary, as husband and wife, dated May 22, 2007, and of record in the Town of Bridport Land Records in Book 69 at Page 410, and the conveyed lands are more particularly described therein as follows:

Being all and the same lands and premises described in a Quit Claim Deed from John W. Norris III to John W. Norris III and Debra J. Norris, dated July 23, 2003, and of record in the Town of Bridport Land Records in Book 58 at Page 310. This conveyance includes the two dwellings (one being a so-called 28 foot by 60 foot 1990 Mobile Home with Serial Number 90-0538, Make: Astro, Model: Briarwood), barns and other farm buildings and structures, fixtures and other improvements now on the conveyed lands. The conveyed lands are more particularly described as follows:

Northerly Contiguous Lands: Contiguous lands containing 170.5 acres, more or less, described and bounded as follows:

Southerly by the Middle Road (also known as Bridport Town Highway No. 26); then

Westerly, Northerly and Westerly by lands believed to be now or formerly of Andrew R. Manning; then

Northerly by lands believed to be now or formerly of the Ernest C. Huestis Estate; then

00256055.docx:3

ACKNOWLEDGMENT
RETURNED TO
DATE
BY
TOWN CLERK

TOWN CLERK'S OFFICE
MAILED FOR RECORD
DATE
BY
TOWN CLERK

Easterly, by lands believed to be now or formerly of Robert C., David F., William L. and Marjorie C. Huestis and then by lands believed to be now or formerly of Arthur W. and Joan R. Huestis.

Southerly Contiguous Lands: Contiguous lands containing 243.5 acres, more or less, described and bounded as follows:

Northerly, by the Middle Road, then Easterly, Northerly and Westerly by lands believed to be now or formerly of Stephen John Norris, and then Northerly by the Middle Road; then

Easterly by lands believed to be now or formerly of Arthur W. and Joan R. Huestis; then

Southerly and Westerly as follows: Southerly by lands believed to be now or formerly of Arthur W. and Joan R. Huestis, then Southerly, Westerly and Southerly by lands believed to be now or formerly of Ronald L. and Lisa N. Huestis, then Westerly and Southerly by lands believed to be now or formerly of Andre and Laurie Desautels, and then Westerly by lands believed to be now or formerly of Christopher and Deborah N. Goodrich.

Located within a northeasterly portion of said Southerly Contiguous Lands is a 10-plus acre separate lot portion of the conveyed lands upon which lot is located the above-described Mobile Home dwelling. Concerning such 10-plus acre separate lot, reference is made to a Letter dated April 16, 2007, from Attorney Anthony R. Duprey to Mr. Raymond Dean of the State of Vermont relative to Town of Bridport Permit No. 92-3 and to Raymond Dean's Letter dated April 19, 2007, back to Attorney Anthony R. Duprey, which are intended to be recorded in the Town of Bridport Land Records prior to or with this Deed.

Also conveyed, but by Quit Claim Only, is all right, title and interest ownership, if any, of the Grantors in and to the lands (1) that lie southerly of the southerly boundary of said Northerly Contiguous Lands to the adjacent center line of the so-called right of way of the Middle Road and (2) that lie northerly of the northerly boundary along the Middle Road of said Southerly Contiguous Lands to the adjacent center line of the so-called right of way of the Middle Road.

The conveyed lands and premises, including the below described Agricultural Easement, are conveyed:

1. Subject to any presently valid so-called power line and/ or communication line easement/right of way now of record in the Town of Bridport Land Records.
2. Subject to any presently valid so-called public highway right in and to the Middle Road of the Town of Bridport.

3. Subject to the usual provisions to the extent of their enrollment in the so-called land use value appraisal program(s) of the State of Vermont under Chapter 124 of Title 32 of the Vermont Statutes Annotated. Grantors certify the enrolled property is in compliance and good standing with the provisions thereof (with no so-called land use change taxes owed thereon and with no obligation to repay benefits paid in error since no benefits have been paid in error).

4. Subject to the provisions (including but not limited to: the conservation easement, restrictions and obligations described therein, which easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity) of a Grant of Development Rights, Conservation Restrictions, Right of First Refusal and Contingent Right of the United States of America given by the Estate of Robert W. Norris by John W. Norris III, as its Executor, to the Vermont Land Trust, Inc., the Vermont Agency of Agriculture, Food and Markets (formerly known as the Vermont Department of Agriculture, Food and Markets) and the Vermont Housing and Conservation Board, dated June 7, 2002, and of record in the Town of Bridport Land Records in Book 54 at Page 281; as amended by a First Amendment to Grant of Development Rights, Conservation Restrictions, Right of First Refusal and Contingent Right of the United States instrument between John W. Norris III and Debra J. Norris AND the Vermont Land Trust, Inc., the Vermont Agency of Agriculture, Food and Markets, and the Vermont Housing and Conservation Board, executed prior hereto and respectively dated May 18, 21, 22, 2007, and intended to be recorded prior to or with this Deed in the Town of Bridport Land Records *[and subsequently recorded in Book 69 at page 394 of the Town of Bridport Land Records]*. The Grantors certify the conveyed lands and premises are in compliance and good standing with the provisions of said Grant instrument as amended.

Also conveyed is the Agricultural Easement described in a Grant of Agricultural Easement from Stephen John Norris and Jessica Norris to John W. Norris III and Debra J. Norris, executed prior hereto and dated May 21, 2007, and intended to be recorded prior to or with this Deed in the Town of Bridport Land Records *[and subsequently recorded in Book 69 at page 398 of the Town of Bridport Land Records]*. This Agricultural Easement is located upon an Agriculture Easement Area containing 7.12 acres, more or less, of which 6.82 acres, more or less, are outside of the presumed location of the so-called right of way of the Middle Road. The Agricultural Easement Area is shown on a survey plat entitled "SURVEY PLAT of lands belonging to STEPHEN JOHN NORRIS Deed Reference: Book 55 Page 281 MIDDLE ROAD, TOWN OF BRIDPORT, ADDISON COUNTY, VERMONT" by South Mountain Surveying & Mapping, P.C., Donald A. Johnston, Surveyor, dated May 16, 2007, intended to be recorded in the Town of Bridport Land Map Records prior to or with the recording of this instrument in the Town of Bridport Land Records.

In aid hereof reference is also made to a Boundary Line Agreement between John W. Norris, III, and Debra J. Norris AND Stephen John Norris and Jessica Norris,

dated May 21, 2007, and intended to be recorded prior to or with this Deed in the Town of Bridport Land Records.

Reference is hereby made to said deeds, Grant of Development Rights, Grant of Agricultural Easement, survey plat, and their records and to all prior deeds and their records for a further and more complete description of the lands and premises herein conveyed

Reference is also made of the Order of the U.S. Bankruptcy for the District of Vermont, in the matter of *In re: James R. Cary*, Case No. 12-11009-cab, authorizing the sale of the aforementioned real property, and related assets, [ECF #129] docketed July 22, 2016, as to be recorded in the Town of Bridport Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Blissful Dairy, LLC** and to its successors and assigns, to its own use and behoof forever; and I the said Grantor, **James Russell Cary** of the City of Homer, State of Alaska for myself and my heirs, executors and administrators, do covenant with the said Grantee, **Blissful Dairy, LLC** 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 stated herein; and do hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever; except as stated herein.

IN WITNESS WHEREOF, I hereunto set my hand this 3rd day of August, 2016.

IN THE PRESENCE OF:

Carol L Whitaker
Witness as to JRC

James Russell Cary 8/3/16
James Russell Cary

STATE OF ALASKA
MUNICIPALITY OF HOMER

On this 3rd day of August in the year 2016, before me, the undersigned notary public, personally appeared: James Russell Cary known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.



Carol L Whitaker
Signature of Person Taking Acknowledgment
Title or Rank Notary Public
Serial Number, if any

My Commission Expires: 8/19/17

00256055.docx:3

BRIDPORT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
9 Day of August AD 2016
9 o'clock _____ minutes A M and
Recorded in Bridport Records, Book _____ Page _____
Attest Valerie Bowdoin Town Clerk

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
-ACKNOWLEDGMENT-
RETURNS RECEIVED
Return No. 16-33 A
Signed Valerie Bowdoin
Date Aug 9 2016

KNOW ALL PERSONS BY THESE PRESENTS:

That **Blissful Dairy, LLC**, a Corporation with a principal place of business City/Town of **Bridport** County of **Addison** and State of **Vermont**, (hereinafter, whether singular or plural, called the **GRANTOR**), in consideration of One Dollar paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby gives, grants, bargains, sells and conveys unto **GREEN MOUNTAIN POWER CORPORATION**, a Vermont corporation with a principal place of business situated in Colchester Vermont, and **Shoreham Telephone LLC**, a Delaware Limited Liability Company (hereinafter, regardless of the number of **GRANTEES**, called the **GRANTEES**) and to its/their successors and assigns, the exclusive and perpetual right and easement to erect, place, construct, reconstruct, bury, operate, repair, maintain, replace, patrol and remove overhead cables, wires, lines, conduits, poles, guys, anchors, braces, above and below ground equipment, fixtures and appurtenances (hereinafter, called the facilities or a facility) for the transmission and/or distribution of electricity and for telecommunications use and transmission and transmission of intelligence (including but not limited to data, information, video and voice), any of which facilities may be erected at different times and at such voltages and capacities as **GRANTEES** may from time to time determine, under, upon, over or across lands of **GRANTOR** in the Town of, **Bridport** in the County of **Addison**, and State of **Vermont**, hereinafter referred to as the "Easement Area" and described as follows:

An overhead line commencing at GMP Pole 58, and extending southeasterly to GMP Pole 58-1, thence extending southwesterly to GMP pole 58-2.

The exact location of the facility or facilities is to be selected by the **GRANTEES** after their final surveys have been completed within the above-described location. Said Easement Area shall be ten (10) feet on each side of the centerline of installed conduits for underground facilities, twelve and one-half (12 ½) feet on each side from the outermost conductors for overhead facilities, and an additional six (6) feet from the outer perimeter of all underground and above ground facilities. Notwithstanding any limitations on the rights herein conveyed, the **GRANTEES**, their successors and assigns, may place, maintain and replace anchors, guy wires, and braces up to twenty five (25) feet from any facility as needed for support.

Together with the perpetual right and easement from time to time without further payment therefore, to renew, replace, add to, remove, and otherwise change the facilities and each and every part thereof, and the locations thereof within said Easement Area, and to access said Easement Area to and from the adjoining lands of **GRANTOR** for all of the purposes set out herein, to provide for the continued operation, maintenance and replacement of said facilities.

Included in this grant is the continuing right of the **GRANTEES** within the Easement Area to cut down, trim and to remove and keep cleared such trees, underbrush, and vegetation, or parts thereof growing within or overhanging such Easement Area as in the judgment of **GRANTEES** may interfere with or endanger the efficient operation and use of said facilities, and to remove all structures which are now found, or which may be subsequently placed on or within such Easement Area in violation of the rights and privileges of **GRANTEES** hereunder, together, also, with the permanent right to enter on adjacent lands of **GRANTOR** to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of **GRANTEES**, interfere with or be likely to interfere with, the successful operation of the facilities now or hereafter to be constructed on said Easement Area (danger trees).

The **GRANTOR**, for **GRANTOR** and **GRANTOR'S** successors and assigns, does hereby covenant that none of them will erect or permit any building or any other structures or trees or bushes to be erected or placed within the Easement Area, or change the grade, fill or excavate within said Easement Area which,

Page 1 of 3

BRIDPORT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
 This 20 Day of August AD 2021
 At 10 o'clock 00 minutes A M and
 Recorded in Bridport Records, Book 97 Page 454
 Attest [Signature] Town Clerk

450

in the judgment of the GRANTEES, its successors and assigns, might interfere with the proper operation and maintenance of said facilities. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, septic tanks, leach fields/mound systems, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

Title to the foregoing Easement Area and GRANTOR's premises was acquired by deed to the within GRANTOR from Vermont Agricultural Credit Cooperation dated May 13, 2011, and recorded in Book 78 at Page 360 of the City/Town of Bridport Land Records. GRANTOR's premises, including the Easement Area, are commonly known and referred to as: 3203 Middle Road, Bridport, Vermont.

It is agreed that facilities shall remain the property of the GRANTEES, its/their successors and assigns, and that the GRANTEES, its/their successors and assigns, shall pay all taxes assessed thereon.

GRANTEES shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said GRANTEES, its/their successors and assigns, forever.

And the GRANTOR hereby for said GRANTOR and its successors and assigns, covenants with the GRANTEES, its/their successors and assigns, that the GRANTOR is lawfully seized in fee simple of the granted premises, and that the GRANTOR has good right and title to sell and convey the same as aforesaid, that they are free from any claims of, or encumbrances by, third parties, including without limitation, any claim or encumbrance created by an offer of dedication to a municipality for a roadway(s) and will WARRANT and defend the same to the GRANTEES, its/their successors and assigns, forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the aforementioned GRANTOR has hereunto set its/his/her/their hand and seal and further, to the extent GRANTOR is an entity, the signatory hereto executes this instrument on behalf of said entity and as its duly authorized agent this 2 day of July, 2021.

IN THE PRESENCE OF:

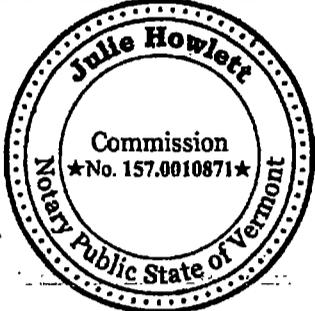
Kathleen King
witness to 1st Grantor

BY: Andre Vorsteveld L.S.
Andre Vorsteveld

454

STATE OF Vermont
COUNTY OF Addison

BE IT REMEMBERED, that on the 2 day of July, 2021.
personally appeared **Andre Vorsteveld** signer and sealer of the foregoing written instrument and
acknowledged the same to be his free act and deed, and the free act and Deed of Blissful Diary, LLC.



Before me,

Julie Howlett
Notary Public

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT A PART OF
ABOVE CONVEYANCE

_____ Clerk's Office

L38, P58-58-2

Received for Record

_____, 20__

Project Number: 178653

at ___ o'clock ___ minutes ___ .M. and

recorded in Book ___ Page ___ of Land

Records.

Attest: _____, Clerk