

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That the TOWN OF MIDDLEBURY, a municipal corporation of Addison County and State of Vermont, Grantor, in the consideration of ONE AND MORE DOLLARS, paid to its full satisfaction by TOWNSCAPE, INC., a Vermont corporation with offices and principal place of business in ^{LC} ~~Middlebury~~ in the County of ^{LC} ~~Addison~~ and State of Vermont, Grantee, have REMISED, RELEASED AND FOREVER QUIT-CLAIMED unto the said TOWNSCAPE, INC. all right and title which the TOWN OF MIDDLEBURY or its successors, or assigns, have in, and to a certain piece of land in Middlebury in the County of Addison and State of Vermont, described as follows; viz:

A portion of all and the same lands and premises conveyed to the Grantor by Quit-Claim Deed of Central Vermont Public Service Corporation dated 23 June 1967 and recorded at Book , Page of the Middlebury Land Records, the lands and premises herein conveyed being bounded and described as follows:

Commencing at a point on the northerly edge of the right of way of Mill Street, so-called, at the south-westerly corner of lands now or formerly of Central Vermont Public Service Corporation, and being the southeasterly corner of the parcel herein conveyed;

Thence proceeding in a westerly direction along the northerly edge of the right of way of Mill Street 90 feet to a point;

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Thence proceeding in a northerly direction in a line parallel with the westerly boundary of lands of Central Vermont Public Service Corporation 85 feet *LC* to the mean low water mark of Otter Creek;

Thence proceeding in an easterly direction following the mean low water mark of Otter Creek to its intersection with the westerly line of lands of Central Vermont Public Service Corporation;

Thence proceeding in a southerly direction along the westerly line of lands of Central Vermont Public Service Corporation approximately 115 feet to the point of beginning.

LC

TOWN OF MIDDLEBURY
ADDISON COUNTY VERMONT
MIDDLEBURY VERMONT 05753

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Meaning and intending to convey a parcel of land on the northerly side of Mill Street, so-called, having a frontage of 90 feet, together with the existing building thereon known as the "Old Mill", said parcel being designated as "Parcel A" on the "Townscape Plan" as hereinafter defined ("Parcel B" as used hereafter being a parcel of land retained by the Town and westerly of said Parcel A, having a frontage on Mill Street of 245⁺ feet).

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Also conveyed are all the Grantor's right, title and interest in and to any structures extending northerly of the said Parcel A and over or into Otter Creek.

The property is conveyed together with the following rights, which shall be appurtenant to the property herein conveyed, and subject to the following conditions and restrictions, which shall be in the nature of covenants running with the land, and which shall be binding upon the Grantee, its successors and assigns, for the benefit of the Grantor, its successors and assigns:

1. The Grantee may use such portions of the area within Parcel B and designated as "parking" on the Townscape Plan for the parking of motor vehicles in connection with any activities carried on on Parcel A, to the extent of the number of spaces required by the Middlebury Zoning Ordinance, upon the condition that the Grantee construct and thereafter maintain in good condition such parking area as it needs at its expense. The Grantor may use the balance of the area within Parcel B and designated as "parking" on the Townscape Plan (meaning the parking spaces not required of the Grantee under the Middlebury Zoning Ordinance), and may construct and maintain parking spaces on the balance of such land for the benefit of the general public. However, if at any time the Middlebury Zoning Ordinance is amended to provide, or if the Middlebury Zoning Board of Adjustment or a Court of competent jurisdiction determines, that the parking spaces required of the Grantee under the Middlebury Zoning Ordinance are nonexclusive, so that the Grantee will not be in violation of said Ordinance if said required spaces are used by the general public as well as by the Grantee and others using Parcel A, then and in such event the Town may use the Grantee's parking spaces in common with the Grantee for the benefit of the general public. In the event the Town commences using the Grantee's parking spaces in common with the Grantor for public parking, following such an amendment to the Middlebury Zoning Ordinance or following such a ruling from the Board of Adjustment or a Court, then the Town shall have the responsibility for all maintenance of such parking spaces.

LANGFORD AND SPERRY
ATTORNEYS AT LAW
260 BURLINGTON VERMONT 05401

2. The Grantee, and its successors and assigns, shall maintain the areas within Parcels A and B and designated as "landscaping" on the Townscape Plan, in accordance with said plan. However, nothing contained herein shall be construed to prohibit the Town's use of those areas within Parcel B and designated as "landscaping" on the Townscape Plan for such purposes as it in its sole discretion may deem appropriate, nor to prohibit the Town's construction of such improvements within those areas as the Town in its sole discretion may deem appropriate, at which times maintenance costs shall be the responsibility of the Grantor with respect to areas the Grantor so uses.

The Grantor for its successors and assigns and for the benefit of the general public reserves a right of way as designated on the Townscape Plan across the parking area shown on Parcel B for ingress and egress to the areas designated as "landscaping", and together with the right to construct, maintain and improve sidewalks and/or roadways and/or utility lines within the limits of said right of way.

3. The areas within Parcel A designated on the Townscape Plan as "parking" shall be used for no other purposes except the parking of motor vehicles in connection with any activity carried on on Parcel A, or the growing of trees, shrubbery, or lawn areas.

4. No structures shall be erected on Parcel A, nor shall there be any additions to the existing building, except within the area designated on the Townscape Plan surrounding the existing building and designated "limits of expansion of existing structure".

5. There shall be no changes to the exterior of the existing building or to any addition to the existing building hereafter constructed which shall cause the building, or any addition thereto, to be removed from either the National Register of Historic Places or the State Register of Historic Properties and/or Places maintained by the Vermont Division for Historic Preservation, or maintained by any successor agency with duties similar to those of the Vermont Division for Historic Preservation. However, nothing contained herein shall be construed as a waiver of whatever rights the Town may have to adopt design control criteria affecting the building, or any addition thereto, under applicable State Statutes.

6. If the Grantee does not within two years from the date of this Deed complete such work as may be necessary so that the walls and roof of the existing

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building on the property are structurally sound, including but not limited to replacement of all windows, repairs to the roof to make it weather-tight, and necessary reinforcing of the walls, then the property shall automatically, by operation of law, revert to the Town at the expiration of such two year period. If Grantee has complied with the provisions of this Paragraph as hereinabove set forth, then upon such compliance, Grantor will execute an instrument in recordable form releasing its reversionary rights under this Paragraph.

7. If the existing structure on the property together with any additions the Grantee may hereafter make hereto, is demolished, in whole or in part, (meaning by the voluntary act of the Grantee), or is destroyed or damaged by fire or other casualty such that the cost of repairing such demolition, damage or destruction exceeds the then fair market value of the structure demolished, destroyed, or damaged, (meaning the fair market value of the structure immediately preceding such damage or destruction), then on the date of such demolition, damage or destruction, Parcel A, and all rights in Parcel B granted to the Grantee hereunder, shall automatically revert to the Town. However, the Grantee shall have the right to any and all insurance proceeds on account of any damage or destruction.

8. After stabilization the Grantee shall maintain the exterior of the existing building, and any additions thereto, in good repair, repairing all damage forthwith upon its occurrence, all in accordance with any applicable guidelines, criteria or regulations, state, federal or local, pertaining to historic sites and in existence at the expiration of two years from the date of this Deed. If at any time the Town deems the Grantee to be in violation of the provisions of this Paragraph, then the Town may apply to a Court of competent jurisdiction for an order compelling the Grantee to comply with the provisions of this Paragraph, and if the Grantee fails to comply with such provisions, by making the necessary repairs, within such time as the Court shall order, then commencing with the expiration of such time, all rentals due from the premises herein conveyed shall be paid to the Town (which shall thereupon have the right to collect such rentals, and to bring such actions against the tenants in its name as may be necessary to effect such collection) to defray the cost of such repairs and the Town shall be entitled to make such repairs and to enter on to the premises in order to do so. Any rentals from the premises between the expiration of the time limited by the Court to make repairs and the time the Town is reimbursed in full for its repair costs shall be paid over to the Town. Such assignment of rentals shall cease when the Town's cost of making such repairs is defrayed.

TELEPHONE AND LIBRARY
 ATTORNEY AT LAW
 1000 MAIN STREET, SUITE 207

This provision however shall not be construed to limit the Town's right to request of the Court such other relief as may be available for the Grantee's failure to comply with any such Court order. The provisions of this Paragraph shall not affect the Town's reversionary rights under Paragraph 7 in the event of demolition, destruction or damage, where the cost of repairing the same exceeds the then fair market value of the structure destroyed or damaged.

9. If the Grantee receives a bona fide offer to purchase the property herein conveyed (meaning Parcel A, any structure located thereon, and the rights conveyed to the Grantee to use Parcel B), the Grantee shall prior to accepting said offer first offer the property to the Town through the Board of Selectmen in writing, at the price and upon the same terms specified in the offer to the Grantee. The Selectmen may accept such offer from the Grantee within thirty (30) days after receipt of the same, in which case the Town shall, within sixty (60) days after such acceptance, hold a town meeting to determine whether the Town shall conclude the purchase at the price and on the terms offered. The Grantee shall convey the property to the Town within fifteen (15) days of any affirmative Town vote, by warranty deed, free of liens and other encumbrances, but excepting the restrictions set forth in this Deed, upon payment of the offering price.

If the Selectmen fail to respond to an offer by the Grantee to sell to the Town, within thirty (30) days of receipt of the same, as hereinabove provided, or if the Town votes not to acquire the property at the price and on the terms specified in an offer, then the Grantee may sell the property to the person who made said bona fide offer, at the price and upon the terms specified in the bona fide offer, but subject to all reservations, restrictions and covenants contained in this Deed, and subject to the provisions of this first refusal, which shall be binding upon said Grantee (meaning the person who made said bona fide offer) as set forth herein with respect to any bona fide offers to purchase which said Grantee may wish to accept.

The provisions of this Paragraph shall apply to each and every bona fide offer to purchase the property which the Grantee receives, and which the Grantee desires to accept.

"Townscape Plan" as used herein means a certain plan entitled "Site Plan of Mill Property", prepared by Townscape, Inc., dated 14 October 1976, and to be recorded in the Middlebury Land Records.

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Grantor for itself and its successors and assigns reserves a right of way 10 feet on either side of any existing drainage, water or sewer lines crossing the premises herein conveyed, for the purpose of maintaining, repairing, reconstructing and replacing each such drainage, water or sewer line, and together with the right to enter on to the premises for the purpose of effecting such maintenance, repairs, reconstruction, repairing any damage to the premises done in the process of construction.

Grantor for itself and its successors and assigns further reserves the right to maintain, reconstruct, repair and replace any and all drainage, water or sewer lines which may cross Parcel B, and to excavate within the area of the Grantee's parking spaces for the purpose of doing so, providing the Grantor restores the land to its condition prior to such construction.

Should all or any part of a municipal sewer pump station lie within Parcel B (whether such part be above or below ground level), Grantor, for itself and its successors and assigns, excepts from the operation of this Deed any land lying westerly of:

(a) A line parallel with and 10 feet easterly of the easterly wall of the pump station building, or

(b) A line parallel with and 10 feet easterly of the easterly wall of the pump station underground storage area,

whichever line lies further to the east. The Grantee shall have no parking rights within any such land westerly of that line

TO HAVE AND TO HOLD all right and title in and to

said quit-claimed premises, with the appurtenances thereof, to the said TOWNSCAPE, INC., its successors, or assigns forever.

AND FURTHERMORE, the said TOWN OF MIDDLEBURY does for itself and its successors or assigns, covenant with the said TOWNSCAPE, INC., its successors or assigns, that from and after the ensembling of these presents the said TOWN OF MIDDLEBURY will have and claim no right, in, or to the said quit-claimed premises.

IN WITNESS WHEREOF, the said TOWN OF MIDDLEBURY has hereunto caused its name and seal to be affixed hereto, by the hand of the undersigned, its duly authorized agent, on

TOWN OF MIDDLEBURY
 CLERK
 100 STATE STREET
 MIDDLEBURY, VERMONT 05753

IN PRESENCE OF:

TOWN OF MIDDLEBURY

[Signature]
Eric Gilbertson

By: [Signature] L.S.
David A. Crawford
Duly Authorized Agent

STATE OF VERMONT
ADDISON COUNTY, SS.

At Middlebury this 20 day of October A.D. 1976,
David A. Crawford, the duly authorized agent of the TOWN OF
MIDDLEBURY, personally appeared, and he acknowledged this
instrument, by him sealed and subscribed, to be his free act and
deed and the free act and deed of the TOWN OF MIDDLEBURY.

Before me [Signature]
Notary Public

TOWNSCAPE, INC., for itself and its successors and
assigns, hereby covenants with the TOWN OF MIDDLEBURY and its
successors and assigns, that it will abide by the restrictive
covenants and other terms and conditions contained herein.

IN WITNESS WHEREOF, the said TOWNSCAPE, INC., has
hereunto caused its name and seal to be affixed hereto, by the
hand of the undersigned, its duly authorized agent, on this
20 day of October A.D. 1976.

IN PRESENCE OF:

TOWNSCAPE, INC.

[Signature]
Eric Gilbertson

By: [Signature] L.S.
Duly Authorized Agent
[Signature]

LANG'S OFFICE
MIDDLEBURY, VT.
RECORDED

STATE OF VERMONT
ADDISON COUNTY, SS.

At Middlebury this 20 day of October A.D. 1976,
[Signature] the duly authorized agent of TOWNSCAPE,
INC., personally appeared, and he acknowledged this instrument,
by him sealed and subscribed, to be his free act and deed and
the free act and deed of TOWNSCAPE, INC.

Before me [Signature]
Notary Public

Town Clerk's Office Middlebury, Vermont
21 day of Oct A.D. 1976
at 9 o'clock 30 Minutes P M.
Received and recorded in Vol 80 Page 492
Attest [Signature] Town Clerk