





# SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER



Date Prepared: 02/25/2025

Seller's Name(s): R. William Becker, Heidi Rendell, Authorized Signatory

Physical Property Address: 31 Huntington Place, Units A, B, C  
Street

Rochester, VT 05767  
City/Town

Type of Property:  Single Family Residence  Multi-Family Residence (duplex, triplex, etc.)  
 Condominium/Townhouse  Land Only  Commercial

Use of Property:  Primary Residence  Vacation Property  Rental Property  Other: 3-Condos being sold as one

**INTRODUCTION:** This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills that would provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

**INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

**THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER.  
THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).**

## 1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earth stability problems that have affected the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? <input type="checkbox"/> Road Maintenance Agreement <input type="checkbox"/> Homeowners/Road Association <input type="checkbox"/> Shared Driveway Other (explain): _____ Annual Cost(s): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

RWB

Purchaser's Initials

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(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? When? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(m)	Are copies of any of the following available? <input type="checkbox"/> Site Plan <input type="checkbox"/> Survey <input type="checkbox"/> Tax Map <input type="checkbox"/> Subdivision Plan/Sketch	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, or zoning set back violations affecting the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW

Further explanation of any of the above:

## 2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

### HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	<b>Heating System (check all that apply):</b> <input type="checkbox"/> Base Board <input checked="" type="checkbox"/> Hot Air <input type="checkbox"/> Radiant <input type="checkbox"/> Heat Pump <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Vent <input type="checkbox"/> Steam Other (explain): _____ Age of Furnace/Boiler: <input type="checkbox"/> Don't Know Primary Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Other (explain) _____ Primary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ Secondary Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Other (explain): _____ Secondary Annual Fuel Usage: _____ Gallons (or other measure) Date Range _____ Provider: _____ If propane, who owns propane tank? <input type="checkbox"/> Owner <input type="checkbox"/> Propane Supplier <input type="checkbox"/> Association Property used: <input type="checkbox"/> Full Time <input type="checkbox"/> Seasonally <i>Fuel consumption may vary by user, number of occupants and weather conditions.</i>			
(b)	<b>Air Conditioning:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," describe type and number of units (central, heat pump, window, etc.)			
(c)	<b>Hot Water System (check all that apply):</b> <input checked="" type="checkbox"/> Hot Water Tank <input type="checkbox"/> Domestic/Off Boiler <input type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: <input type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Other Hot Water Tank is: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, from whom: _____ Monthly rental fee: \$ _____			
(d)	<b>Alternative Energy System(s) (check all that apply):</b> <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Unknown Energy returned to grid: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Owned or Leased: _____			
(e)	<b>Electrical System: Electrical service panel has:</b> <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ _____ Date Range: _____ Electric utility provider: _____ Property used: <input checked="" type="checkbox"/> Full <input type="checkbox"/> Time Seasonally <i>Electricity consumption may vary by use, number of occupants, number of appliances and weather conditions.</i> Main Breaker Amperes: _____ Amps <input type="checkbox"/> Don't Know			
(f)	Has a Vermont Home Energy Profile been created? If yes, when? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(g)	Are you aware of any problems or conditions that affect any of the above systems? <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," explain in detail: _____			

Seller's Initials RWB

Purchaser's Initials

**TELEPHONE/INTERNET/TELEVISION**

(h) Is landline telephone service present at the Property?  YES  NO If "Yes," current provider: \_\_\_\_\_

(i) Is cellular telephone service available at the Property?  YES  NO If "Yes," list available providers: \_\_\_\_\_

(j) Is internet service available at the Property?  YES  NO If "Yes," current provider: \_\_\_\_\_  
 If "Yes," service is:  Dial Up  Broadband  Cable  Satellite  DSL  Fiber Optic

(k) Is television service available at the Property?  YES  NO If "Yes," current provider: \_\_\_\_\_  
 If "Yes," source is:  Antenna  Cable  Satellite  DSL  Fiber Optic

**OTHER EQUIPMENT AND APPLIANCES**

(l) Check the items that will be included in the sale of the Property:

Electric Garage Door Opener - Number of Transmitters 3  Security Alarm System  Owned  Leased

Humidifier  Dehumidifier  Lawn Sprinklers  Automatic Timer  Smoke Detectors - How Many? \_\_\_\_\_

Whirlpool Bath  Swimming Pool  Pool Heater  Spa/Hot Tub

Pool/Spa Equipment (list): \_\_\_\_\_  Refrigerator  Stove  Hood/Fan  Microwave Oven

Dishwasher  Garbage Disposal  Trash Compactor  Washer  Dryer  Central Vacuum  Freezer

Intercom  Ceiling Fans  Woodstove  Sump Pump  Well Pump  Satellite Dish  Indoor/Outdoor Grill

Attic Fan(s)  Window A/C  Mini Split  Compost Bin

Wood/Gas/Pellet/Other Stove (describe): \_\_\_\_\_

OTHER: Boiler

List additional equipment and appliances, including any AC units, that will be excluded from the sale of the Property: \_\_\_\_\_

Are any of the items that will be included in the sale of the Property in need of repair or replacement?  YES  NO  
 If "yes," explain in detail: \_\_\_\_\_

**3. STRUCTURAL COMPONENTS**

Type of construction (check all that apply)

Manufactured  Modular  Wood Frame  Other (describe): \_\_\_\_\_

Age of Building(s): Main Bldg. \_\_\_\_\_ Additions to Main Bldg. \_\_\_\_\_ Additional Building(s): (a) \_\_\_\_\_ (b) \_\_\_\_\_

Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property?  Yes  No  
 If "Yes," please explain: \_\_\_\_\_

If "yes," did you obtain all necessary permits and approvals for such work?  Yes  No  Don't know

Check any of the following items that have significant defects or malfunctions or that need significant repair:

Foundation  Slab  Chimney  Fireplace  Interior Walls  Ceilings  Floors  Windows  Doors

Storms/Screens  Exterior Walls  Driveway  Sidewalks  Pool  Roof  Outside Retaining Walls

Other Structures/Components: \_\_\_\_\_

If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair: \_\_\_\_\_

Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?  
 YES  NO  DON'T KNOW If "Yes," explain in detail, including any repairs: \_\_\_\_\_

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**BASEMENT/CELLAR/CRAWL SPACE:**

Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space?  YES  NO  
If "Yes," explain in detail:

Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?  
 YES  NO  DON'T KNOW If "Yes," explain in detail, including any repairs:

Are any of the above recurring problems?  YES  NO If "Yes," what are the problems and how often have they recurred?

ROOF:  Shingle  Slate  Metal  Tile  Other (describe) \_\_\_\_\_  Don't Know  
Approximate age of roof? \_\_\_\_\_

Has the roof ever leaked since you have owned the Property?  YES  NO  DON'T KNOW  
If "Yes," explain: \_\_\_\_\_

Has the roof been replaced or repaired since you have owned the Property?  YES  NO  DON'T KNOW  
If "Yes," when? \_\_\_\_\_

Are there any current problems with the roof?  YES  NO  DON'T KNOW  
If "Yes," explain: \_\_\_\_\_

**4. WATER SUPPLY**

**Special Notice:** Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate or continue to function for any period of time. Inspection of these systems by a qualified inspector is strongly recommended. As required by law, any Seller with a potable water supply that is not served by a public water system shall provide the Purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.

**TYPE OF WATER SYSTEM** The Property is connected to and serviced by (check all applicable boxes):

Public or Municipal  Community  Private  Shared  Driven Point Well  On-site  Off-site  
 Drilled Well  Dug Well  Spring  Lake/Pond  None  Don't Know  Other

Water System Features:  Cistern/Reservoir/Holding Tank  Water Softener/Conditioner  Reverse Osmosis  
 Infrared Light  Ultraviolet  Other: \_\_\_\_\_  None  Don't Know

Water Pipes are:  Copper  Galvanized  Metal Lead  PVC (Plastic)  Combination  Don't Know

Age of Water System: \_\_\_\_\_

If Drilled Well: Drilled by: \_\_\_\_\_ Tag #: \_\_\_\_\_ Depth: \_\_\_\_\_

Gallons Per Minute (at time of driller's report): \_\_\_\_\_ Date of driller's report: \_\_\_\_\_

What is the annual cost for municipal water \$ \_\_\_\_\_ Date Range: \_\_\_\_\_ Metered  YES  NO

**CONDITION OF WATER AND WATER SYSTEM**

Has the water been tested for coliform bacteria?  YES  NO  DON'T KNOW

If "Yes," when? \_\_\_\_\_ By whom? \_\_\_\_\_ Results: \_\_\_\_\_

Has any other water quality or water chemistry testing been done?  YES  NO  DON'T KNOW

If "Yes," when? \_\_\_\_\_ By whom? \_\_\_\_\_ Results: \_\_\_\_\_

Water softener  YES  NO If "Yes,"  Own  Rent if rented, from whom: \_\_\_\_\_

Are you aware of low pressure in your water system?  YES  NO

Has your water supply ever run out or run low?  YES  NO If "Yes," describe: \_\_\_\_\_

Does the water have any odor, bad taste, cloudiness or discoloration?  YES  NO If "Yes," describe in detail: \_\_\_\_\_

Describe in detail any other problems you have had with your water system, including water quality or quantity: \_\_\_\_\_

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### 5. SEWER/SEPTIC/WASTEWATER SYSTEM

**Special Notice:** Sewer septic and wastewater systems that are not public or municipal systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time. Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.

**TYPE OF SYSTEM** The Property is connected to and serviced by (check appropriate boxes):

Public or Municipal Sewer System    Shared    On-site septic/wastewater system    Off-site septic/wastewater system

Septic Tank    New or Alternate Technology (explain technology) \_\_\_\_\_

Holding Tanks    Cesspool    Sewage Pump    Dry Well    Conventional disposal area    Mound System disposal area

At Grade    Other    Don't Know   If other, please explain: \_\_\_\_\_

What is the annual cost of municipal sewer? \$ \_\_\_\_\_ Date Range: \_\_\_\_\_

**CONDITION OF SYSTEM** If other than public or municipal sewer/wastewater system, answer the following:

Date system installed: \_\_\_\_\_ Is the system entirely on your Property?  YES  NO  DON'T KNOW

If "No," where is it? \_\_\_\_\_

Has the system been repaired since you have owned the Property?  YES  NO If "Yes," when? \_\_\_\_\_

What was done? \_\_\_\_\_ By whom? \_\_\_\_\_

Type of septic tank:  Concrete    Metal    Fiberglass    Other (describe) \_\_\_\_\_  Don't Know

Septic tank capacity (in gallons) \_\_\_\_\_  Don't Know

Date Septic Tank Last Inspected? \_\_\_\_\_  Don't Know   Reports of last inspection/pumping attached?  YES  NO

Date Septic Tank Last Pumped? \_\_\_\_\_  Don't Know   By whom? \_\_\_\_\_

If required by a State of Vermont wastewater permit, have required periodic maintenance/inspections been completed?  Yes  No

If so, date of most recent service \_\_\_\_\_ Cost: \$ \_\_\_\_\_ By whom: \_\_\_\_\_

To your knowledge, is any portion of the system in need of repair or replacement?  YES  NO If "Yes," describe in detail: \_\_\_\_\_

Has the property been occupied as a primary residence for at least 181 days during any one calendar year between December 31, 1986 and December 31, 2006?  YES  NO  DON'T KNOW

### 6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? <u>Rental prop.</u>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(b)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
(c)	Is property enrolled in Vermont's Current Use program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(d)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(e)	Are there any property tax abatements, land use value appraisal, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? If yes, explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(f)	If the house was built after December 31, 1997, is a Residential Building Energy Standard (RBES) certification available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(g)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(h)	Does the property have Urea-Formaldehyde Foam Insulation?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(i)	Does the Property have Asbestos and/or Asbestos Materials in the siding, walls, plaster, flooring, insulation, heating system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW

Seller's Initials

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(j)	Has the Property been tested for Radon Gas? If "Yes," when? _____ By whom? _____ Results: _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(k)	Has paint containing lead been used on the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(l)	Does the Property have evidence of mold? If "Yes," what has been done about the mold?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(m)	Are you aware of any off-site conditions in your neighborhood/community that could affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(n)	Is there any infestation by pests that affect the property? If "Yes," explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Do you have any knowledge of any damage to the Property caused by pests?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(p)	Is the Property currently under warranty or other coverage by a pest control company?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(q)	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(r)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(s)	Further explanation of answers to any of the above:			

**7. CONDOMINIUMS/SUBDIVISIONS/HOMEOWNERS' ASSOCIATIONS**

(a)	Is the Property part of a condominium or other common interest ownership association or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Are pets allowed? If yes, what is allowed? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Are there any rental restrictions? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: \$ _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any special assessments on the Property? If "Yes," amount: \$ _____ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/condominium owners' association and any other parties? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail: _____			

Further explanation of any of the above:

Seller's Initials

**RWB**

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Purchaser's Initials

**IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY?** (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)

YES  NO  DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:

**SELLER'S STATEMENT:** Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

**BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION, HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.**

Seller: Wendy K. Redell 3/5/25  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)

Seller: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)

Seller: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)

Seller: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

## Required Federal Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular problem to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 31 Huntington Place, Units A,B,C Rochester, VT 05767

### Seller's Disclosure (initial applicable sections)

1. Presence of lead-based paint and/or lead based paint hazards:

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller:

a. Seller has provided the Purchaser with all available records and reports available pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgement (initial applicable sections)

3. Purchaser has received copies of all information listed above.

4. Purchaser has received the pamphlet *Protect Your Family from lead in Your Home*.

Seller's Initials

Handwritten initials 'HR' in a box, followed by three empty boxes.

Buyer's Initials

Four empty boxes for Buyer's Initials.

Purchaser has:


a. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgement (initial)



Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information respectively provided by each of them is true and accurate.

Seller: Heidi Bendell 2/25/25  
 (Signature) Date  
*Authorized signer*

Purchaser: \_\_\_\_\_  
 (Signature) Date

Seller: \_\_\_\_\_  
 (Signature) Date

Purchaser: \_\_\_\_\_  
 (Signature) Date

Seller: \_\_\_\_\_  
 (Signature) Date

Purchaser: \_\_\_\_\_  
 (Signature) Date

Seller: \_\_\_\_\_  
 (Signature) Date

Purchaser: \_\_\_\_\_  
 (Signature) Date



# Vermont Mandatory Flood Disclosure



Date Prepared: 02/25/2025

Seller's Name(s): R. William Becker, Heidi Rendell, Authorized Signatory

Property Address: 31 Huntington Place, Unit A, B, C, Rochester, VT 05767, VT 05767  
Street City/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at <https://msc.fema.gov/portal/home>.

Descriptions of FEMA's flood hazard areas can be found at <https://www.fema.gov/glossary/flood-zones>.

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

*Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.*

**THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER. THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).**

Seller: Heidi Rendell 2/25/25  
(Signature) (Date)  
*Authorized signer*

Seller: \_\_\_\_\_  
(Signature) (Date)

Seller: \_\_\_\_\_  
(Signature) (Date)

Seller: \_\_\_\_\_  
(Signature) (Date)

*Purchaser acknowledges receipt of this Disclosure*

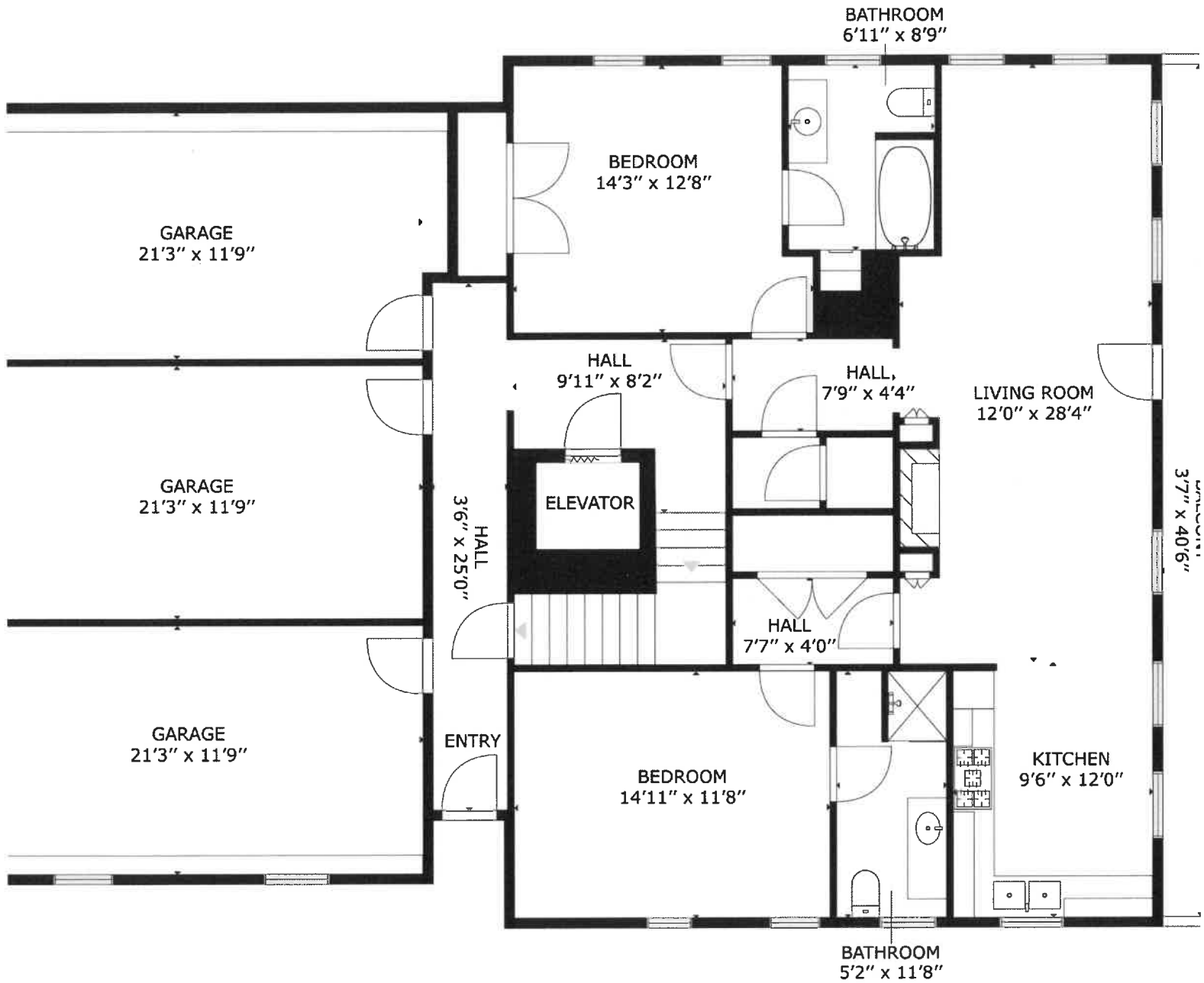
Purchaser: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)

Purchaser: \_\_\_\_\_  
(Signature) (Date)





GROSS INTERNAL AREA  
 BASEMENT 1: 1105sq.ft, FLOOR 1: 1382 sq.ft, FLOOR 2: 1669 sq.ft, FLOOR 3: 1341 sq.ft  
 EXCLUDED AREAS: GARAGE: 780 sq.ft, BALCONY: 290 sq.ft  
 TOTAL: 5497 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.



**WARRANTY DEED**  
**Unit No. 1 of the**  
**Top of the Park Condominium**  
**Rochester, Vermont**

KNOW ALL PERSONS BY THESE PRESENTS that **Huntington Way, LLC**, a Vermont limited liability company with an office located in the Town of Brandon, Rutland County, Vermont, "GRANTOR", in consideration of TEN AND MORE Dollars paid to its full satisfaction by **Stevens Block, LLC**, a Vermont limited liability company with an office located in Vero Beach, County of Indian River, State of Florida, "GRANTEE", by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **Stevens Block, LLC** and its successors and assigns forever, a certain condominium unit situated in Rochester, Vermont, in the County of Windsor and State of Vermont, described as follows, viz:

Being a portion of the lands and premises conveyed to Huntington Way, LLC by Warranty Deed from Edward J. Kelty and Miriam C. Kelty dated February 19, 2003 and recorded in Book 71, Page 295 of the Town of Rochester Land Records and more particularly described as follows:

Being Unit No. 1 in "Top of the Park Condominium" a condominium described in the Declaration of Condominium for Top of the Park Condominium dated November 29, 2006 and recorded in Book 82, Page 367 of the Town of Rochester Land Records (as it may be amended from time to time, the "Declaration"), together with 34.42% Allocated Interest in the Common Elements as described in the Declaration, and together with all other rights and interests appurtenant thereto and described in the Declaration. Pursuant to the terms of the Declaration, the Unit is assigned a one-bay garage numbered to correspond with Unit #1 for its exclusive use and benefit as a Limited Common Element.

The Unit is depicted on the "Floor Plans" entitled: "Top of the Park Condominium" dated August 30, 2006 and certified by William Martin McGuire, Licensed Architect, State of Vermont, sheets A0 - A7 and received for record in the Town of Rochester Land Records on November 29, 2006, and attached to and incorporated into the Declaration.

The Unit is subject to the Declaration and to the terms, conditions, restrictions and encumbrances described therein and or included on schedules attached thereto. The Unit is conveyed subject to taxes assessed on the Grant List not delinquent on the date of this Deed, which the Grantee herein assumes and agrees to pay as part of the consideration for

this Deed, subject to such taxes being prorated between Grantor and Grantee on the date this Deed is delivered, and any and all state and municipal ordinances and regulations, public laws and special acts.

Said Unit is subject to and benefited by the Easement granted by HHI, LLC to Huntington Way, LLC for access by Easement Deed dated November 29, 2006 and recorded in Book 82, Page 364 of the Rochester Land Records.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the aforementioned Declaration of Condominium.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the Amendment To Declaration of Condominium dated October 29, 2010, and recorded in Book 89, at Page 487 of the Rochester Land Records.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the Second Amendment To Declaration of Condominium dated May 31, 2013, and to be recorded in the Rochester Land Records.

The premises include and are benefitted by an Easement Deed conveyed by Huntington Way, LLC to Huntington Way, LLC, Brooks H. Barron Trust, uda July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

The premises are subject to an Easement Deed conveyed by Huntington Way, LLC, Brooks H. Barron Trust, uda July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III to Huntington Way, LLC, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

By acceptance of this deed, GRANTEE agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of this quit claim deed, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and GRANTEE hereby expressly assumes the risk of any and all defects in the Property. GRANTEE fully understands that GRANTOR has made no warranties or representations, express or implied, pertaining to the Property, the condition thereof, the condition of the structures and improvements thereon, or any other matter pertaining thereto, including but not limited to matters relating to

boundaries, acreage, or compliance with state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the condition or use of the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose, habitability, or any other warranties express or implied at law. Further, GRANTEE expressly disclaims any and all warranties pertaining to, and concerning, the applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the Property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, on site sewage disposal, and the compliance of the Property with the same and the existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. GRANTEE acknowledges that GRANTOR has no responsibility to GRANTEE for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde, mold, and other liability causing substances on, under or emitting from the Property.

The Property is conveyed subject to all legally enforceable easements, rights-of-way, rights of travel along public ways, covenants, conditions, declarations, land use, subdivision, occupancy, municipal and other permits, and other restrictions of record to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §601-604).

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Stevens Block, LLC** and its successors and assigns, to its own use and behoof forever; and **Huntington Way, LLC**, the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, **Stevens Block, LLC** and its successors and assigns, that until the enrolling of these presents it is 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 aforesaid; and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the duly authorized agent of Huntington Way, LLC hereunto sets his/her hand this 4<sup>th</sup> day of June, 2013.

In the Presence of the following witness:

HUNTINGTON WAY, LLC  
A Vermont limited liability company

[Signature]  
Witness

By: [Signature]  
John W. McKernon, Jr.  
Its Duly Authorized Member and Agent

[Signature]  
Witness

By: [Signature]  
Brooks H. Barron  
Its Duly Authorized Member and Agent

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

At Rutland, in said County and State, this 4<sup>th</sup> day of June, 2013, personally appeared John W. McKernon, Jr. and Brooks H. Barron, as members and duly authorized agents of Huntington Way, LLC and they acknowledged this instrument, by them subscribed, to be their free act, and the free act and deed of Huntington Way, LLC.

Before me, [Signature]  
Notary Public  
My Commission Expires: 2/10/15

7643/1/467303

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD June S.A.D. 2013  
AT 8 O'CLOCK 00 MINUTES Am  
AND RECORDED IN BOOK 94 PAGE 95-98  
ATTEST [Signature] TOWN CLERK

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGEMENT-  
Return No. 13-15 Date 6/5/13  
[Signature] Clerk

PAYABLE TO:  
MAIL TO:

# TOWN OF ROCHESTER

P.O. BOX 238  
ROCHESTER, VT 05767

This is the only bill you will receive. Please forward to escrow group, or new owner!!!

## TAX BILL

802-767-3631

PARCEL ID	BILL DATE	TAX YEAR
000VI308A.	08/09/2024	2024-2025

Taxes unpaid after the May due date are delinquent. Maximum interest as allowable by law will be charged in addition to collector fee of 8%  
POSTMARKS ARE NOT ACCEPTED AS TIMELY PAYMENT! Payments are due by 4 PM

Description:

Location: 31 HUNTINGTON PL #2

SPAN # 525-165-15029 SCL CODE: 165  
TOTAL PARCEL ACRES 0.30

OWNER STEVENS BLOCK, LLC  
582 BEACHLAND BLVD SUITE 300  
VERO BEACH FL 32963

FOR INCOME TAX PURPOSES

ASSESSED VALUE		NONHOMESTEAD
REAL	212,700	212,700
<b>TOTAL TAXABLE VALUE</b>	<b>212,700</b>	<b>212,700</b>
<b>GRAND LIST VALUES</b>	<b>2,127.00</b>	<b>2,127.00</b>

MUNICIPAL TAXES				EDUCATION TAXES			
TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES	TAX RATE NAME	TAX RATE	x GRAND LIST =	TAXES
MUNICIPAL	0.6808	x2,127.00=	1,448.03	NON HOMESTEAD EDUCATION	1.8848	x2,127.00=	4,008.97
				1.3910 (state rate) / 73.80¢ (CLA) = 1.8848			
				<b>Payments</b>			<b>TOTAL EDUCATION TAX</b>
				1 09/09/2024			4,008.97
							EDUCATION STATE PAYMENT
							0.00
				2 11/15/2024			EDUCATION NET TAX DUE
							4,008.97
							<b>TAX SUMMARY</b>
							Municipal + Education
				3 02/17/2025			<b>TOTAL TAX</b>
							5,457.00
							<b>TOTAL STATE PAYMENT</b>
							0.00
				4 05/15/2025			<b>TOTAL NET TAX DUE</b>
							5,457.00
<b>TOTAL MUNICIPAL TAX</b>			1,448.03				
<b>MUNICIPAL STATE PAYMENT</b>			0.00				
<b>MUNICIPAL NET TAX DUE</b>			1,448.03				

DETACH THE STUBS BELOW AND RETURN WITH YOUR PAYMENT

TOWN OF ROCHESTER  
TAX YEAR 2024-2025

TOWN OF ROCHESTER  
TAX YEAR 2024-2025

TOWN OF ROCHESTER  
TAX YEAR 2024-2025

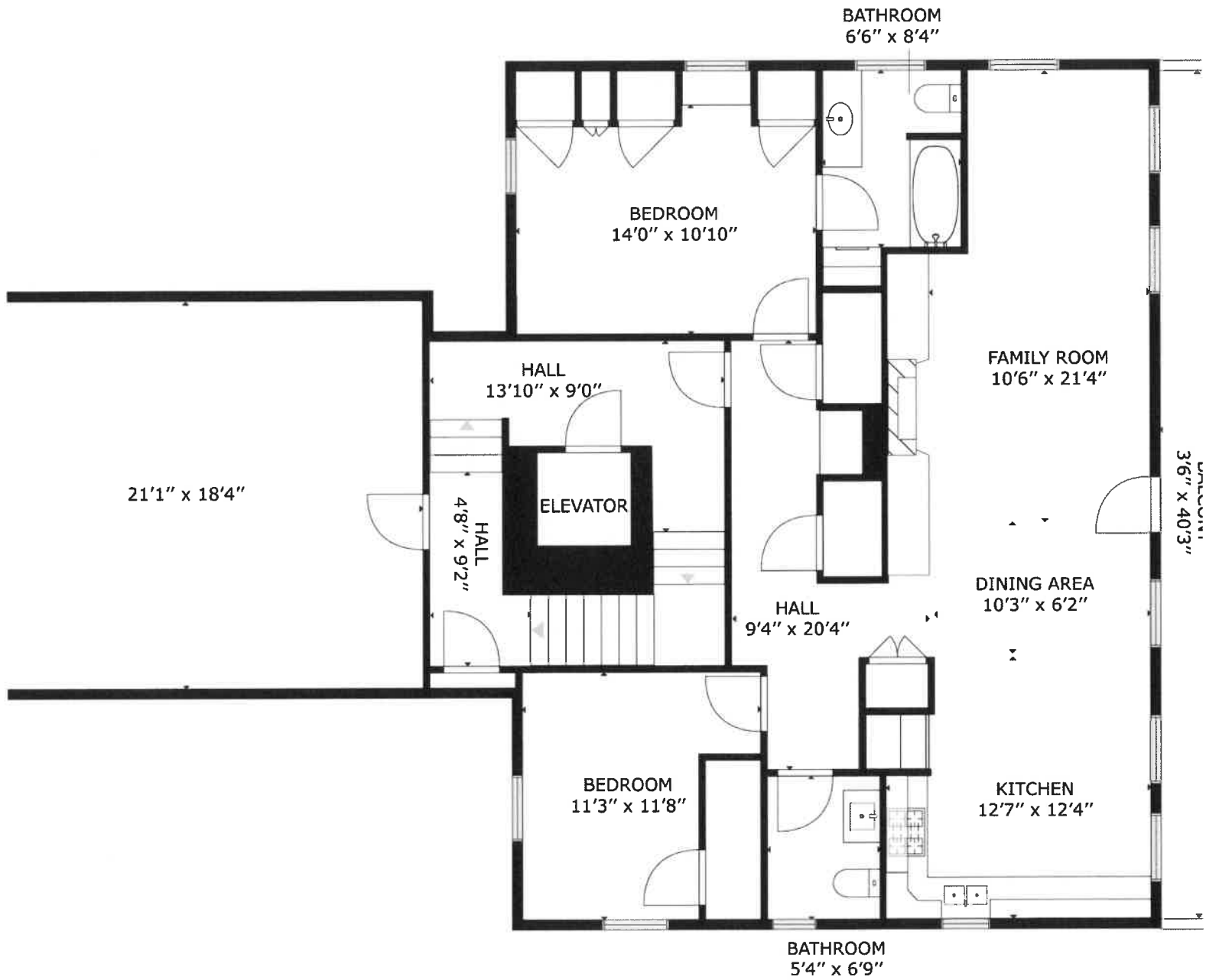
TOWN OF ROCHESTER  
TAX YEAR 2024-2025

1ST PAYMENT DUE	
09/09/2024	
OWNER NAME	
STEVENS BLOCK, LLC	
PARCEL ID	
000VI308A.	
AMOUNT DUE	1364.25
AMOUNT PAID	

2ND PAYMENT DUE	
11/15/2024	
OWNER NAME	
STEVENS BLOCK, LLC	
PARCEL ID	
000VI308A.	
AMOUNT DUE	1364.25
AMOUNT PAID	

3RD PAYMENT DUE	
02/17/2025	
OWNER NAME	
STEVENS BLOCK, LLC	
PARCEL ID	
000VI308A.	
AMOUNT DUE	1364.25
AMOUNT PAID	

4TH PAYMENT DUE	
05/15/2025	
OWNER NAME	
STEVENS BLOCK, LLC	
PARCEL ID	
000VI308A.	
AMOUNT DUE	1364.25
AMOUNT PAID	



GROSS INTERNAL AREA  
 BASEMENT 1: 1105sq.ft, FLOOR 1: 1382 sq.ft, FLOOR 2: 1669 sq.ft, FLOOR 3: 1341 sq.ft  
 EXCLUDED AREAS: GARAGE: 780 sq.ft, BALCONY: 290 sq.ft  
 TOTAL: 5497 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY



**TRUSTEES WARRANTY DEED**  
**Unit No. 2 of the**  
**Top of the Park Condominium**  
**Rochester, Vermont**

KNOW ALL PERSONS BY THESE PRESENTS that **Brooks H. Barron Trust, ud**  
**July 2, 2004, Brooks H. Barron and Susan W. Barron Trustees**, of the Town of Rochester, in  
the County of Windsor, State of Vermont, "GRANTOR", in consideration of TEN AND MORE  
Dollars paid to its full satisfaction by **Stevens Block, LLC**, a Vermont limited liability company  
with an office located in Vero Beach, County of Indian River, State of Florida, "GRANTEE", by  
these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said  
Grantee, **Stevens Block, LLC** and its successors and assigns forever, a certain condominium unit  
situated in Rochester, Vermont, in the County of Windsor and State of Vermont, described as  
follows, viz:

Being all and the same lands and premises conveyed to Brooks H. Barron Trust, ud July  
2, 2004, Brooks H. Barron and Susan W. Barron Trustee by Warranty Deed from  
Huntington Way, LLC, dated November 29, 2006 and recorded on December 5, 2006 in  
Book 82, Page 398 of the Town of Rochester Land Records and more particularly  
described as follows:

Being a portion of the lands and premises conveyed to Huntington Way, LLC by  
Warranty Deed from Edward J. Kelty and Miriam C. Kelty dated February 19, 2003 and  
recorded in Book 71, Page 295 of the Town of Rochester Land Records and more  
particularly described as follows:

Being Unit No. 2 in "Top of the Park Condominium" a condominium described in the  
Declaration of Condominium for Top of the Park Condominium dated November 29,  
2006 and recorded in Book 82, Page 367 of the Town of Rochester Land Records (as it  
may be amended from time to time, the "Declaration"), together with 34.42% Allocated  
Interest in the Common Elements as described in the Declaration, and together with all  
other rights and interests appurtenant thereto and described in the Declaration.  
Pursuant to the terms of the Declaration, the Unit is assigned a one-bay garage numbered  
to correspond with Unit #2 for its exclusive use and benefit as a Limited Common  
Element.

The Unit is depicted on the "Floor Plans" entitled: "Top of the Park Condominium" dated August 30, 2006 and certified by William Martin McGuire, Licensed Architect, State of Vermont, sheets A0 - A7 and received for record in the Town of Rochester Land Records on November 29, 2006, and attached to and incorporated into the Declaration.

The Unit is subject to the Declaration and to the terms, conditions, restrictions and encumbrances described therein and or included on schedules attached thereto. The Unit is conveyed subject to taxes assessed on the Grant List not delinquent on the date of this Deed, which the Grantee herein assumes and agrees to pay as part of the consideration for this Deed, subject to such taxes being prorated between Grantor and Grantee on the date this Deed is delivered, and any and all state and municipal ordinances and regulations, public laws and special acts.

Said Unit is subject to and benefited by the Easement granted by HHI, LLC to Huntington Way, LLC for access by Easement Deed dated November 31, 2006 and recorded in Book 82, Page 364 of the Town of Rochester Land Records.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the aforementioned Declaration of Condominium and the Amendment to Declaration, dated October 29, 2010 and recorded on November 1, 2010 in Book 89, Page 487 of the Town of Rochester Land Records.

The premises include and are benefited by an Easement Deed conveyed by Huntington Way, LLC to Huntington Way, LLC, Brooks H. Barron Trust, uda July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

The premises are subject to an Easement Deed conveyed by Huntington Way, LLC, Brooks H. Barron Trust, uda July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III to Huntington Way, LLC, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

By acceptance of this deed, GRANTEE agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of this quit claim deed, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and GRANTEE hereby expressly assumes the risk of any and all defects in the Property. GRANTEE fully understands that GRANTOR has made no warranties or representations, express or implied, pertaining to the Property, the condition thereof, the condition of the structures and improvements thereon, or any other matter pertaining thereto, including but

not limited to matters relating to boundaries, acreage, or compliance with state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the condition or use of the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose, habitability, or any other warranties express or implied at law. Further, GRANTEE expressly disclaims any and all warranties pertaining to, and concerning, the applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the Property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, on site sewage disposal, and the compliance of the Property with the same and the existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. GRANTEE acknowledges that GRANTOR has no responsibility to GRANTEE for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde, mold, and other liability causing substances on, under or emitting from the Property.

The Property is conveyed subject to all legally enforceable easements, rights-of-way, rights of travel along public ways, covenants, conditions, declarations, land use, subdivision, occupancy, municipal and other permits, and other restrictions of record to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §601-604).

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Stevens Block, LLC** and its successors and assigns, to its own use and behoof forever; and **Brooks H. Barron Trust, uda July 2, 2004, Brooks H. Barron and Susan W. Barron Trustees**, the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, **Stevens Block, LLC** and its, successors and assigns, that until the ensembling of these presents it is 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 hereinbefore mentioned, and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims, arising by, through or under the Trustees and none other, except as hereinbefore mentioned.

IN WITNESS WHEREOF, we hereunto set our hands and seal this 4<sup>th</sup> day of June, 2013.

Paul A. Daulton  
Witness

Brooks H. Barron, Trustee

Susan W. Barron, Trustee  
Susan W. Barron, Trustee

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

At Rutland, in said County and State, this 4<sup>th</sup> day of June, 2013, personally appeared Brooks H. Barron and Susan W. Barron, Trustees, and they acknowledged this instrument, by them subscribed, to be their free act and the free act and deed of the Brooks H. Barron Trust.

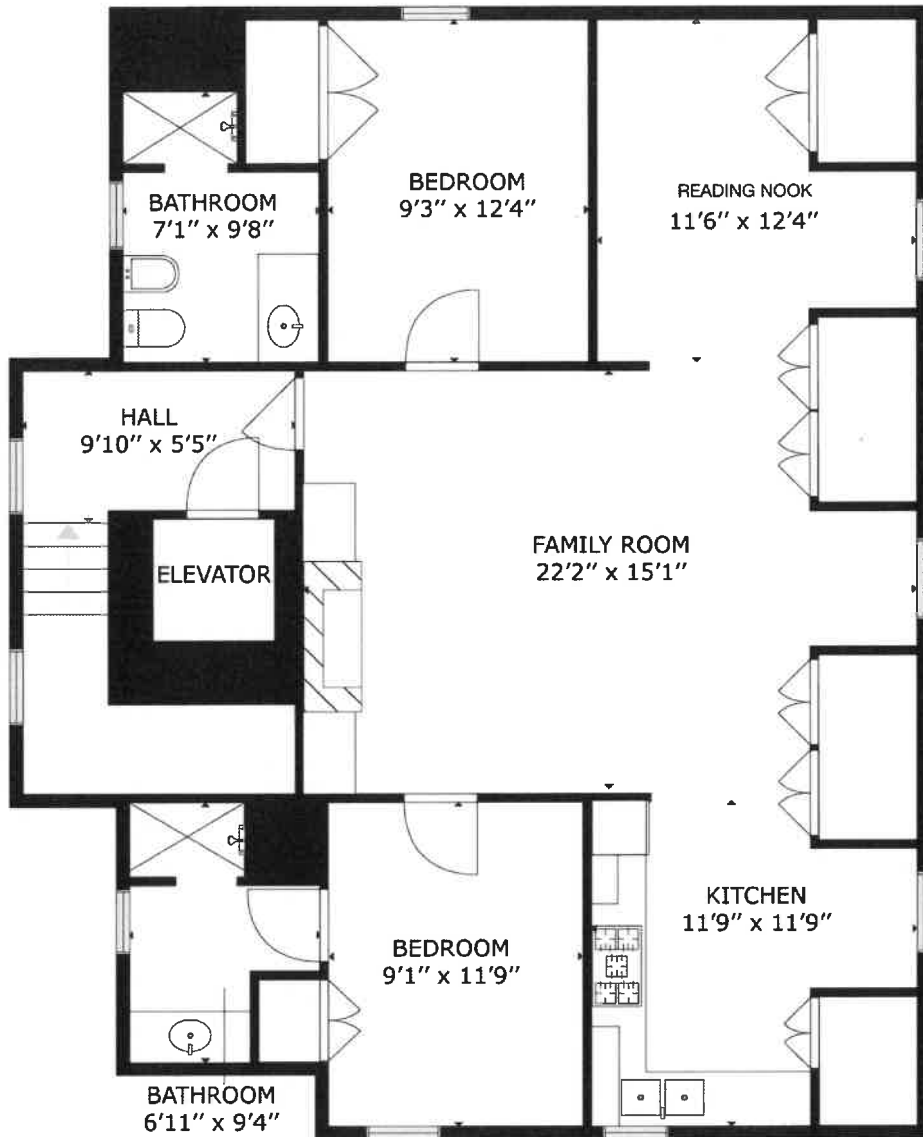
Before me, Paul A. Daulton  
Notary Public  
My Commission Expires: 2/10/15

7643-1/470665

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD June 5 A.D. 2013  
AT 8 O'CLOCK 00 MINUTES AM  
AND RECORDED IN BOOK 94 PAGE 100-103  
ATTEST Joanne McDaniel TOWN CLERK

Vermont Property Transfer Tax  
32-V.S.A. Chap. 231  
-ACKNOWLEDGEMENT-  
Return No. 13-16 Date 6/5/13  
Joanne McDaniel Clerk





GROSS INTERNAL AREA  
 BASEMENT 1: 1105sq.ft, FLOOR 1: 1382 sq.ft, FLOOR 2: 1669 sq.ft, FLOOR 3: 1341 sq.ft  
 EXCLUDED AREAS: GARAGE: 780 sq.ft, BALCONY: 290 sq.ft  
 TOTAL: 5497 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY



**WARRANTY DEED**  
**Unit No. 3 of the**  
**Top of the Park Condominium**  
**Rochester, Vermont**

KNOW ALL PERSONS BY THESE PRESENTS that **John W. McKernon, Jr.** of the Town of Rochester, in the County of Windsor, and State of Vermont, and **John W. McKernon, III**, of the Town of Kensington, in the County of Contra Costa, and State of California "GRANTORS", in consideration of TEN AND MORE Dollars paid to our full satisfaction by **Stevens Block, LLC**, a Vermont limited liability company with an office located in Vero Beach, County of Indian River, State of Florida, "GRANTEE", by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **Stevens Block, LLC** and its successors and assigns forever, a certain condominium unit situated in Rochester, Vermont, in the County of Windsor and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to John W. McKernon, Jr. and John W. McKernon, III by Corrective Warranty Deed from Huntington Way, LLC, dated March 5, 2008 and recorded on March 13, 2008 in Book 85, Page 124 of the Town of Rochester Land Records and more particularly described as follows:

Being a portion of the lands and premises conveyed to Huntington Way, LLC by Warranty Deed from Edward J. Kelty and Miriam C. Kelty dated February 19, 2003 and recorded in Book 71, Page 295 of the Town of Rochester Land Records and more particularly described as follows:

Being Unit No. 3 in "Top of the Park Condominium" a condominium described in the Declaration of Condominium for Top of the Park Condominium dated November 29, 2006 and recorded in Book 82, Pages 367-397 of the Town of Rochester Land Records (as it may be amended from time to time, the "Declaration"), together with 31.16% Allocated Interest in the Common Elements as described in the Declaration, and together with all other rights and interests appurtenant thereto and described in the Declaration. Pursuant to the terms of the Declaration, the Unit is assigned a one-bay garage numbered to correspond with Unit #3 for its exclusive use and benefit as a Limited Common Element.

The Unit is depicted on the "Floor Plans" entitled: "Top of the Park Condominium" dated August 30, 2006 and certified by William Martin McGuire, Licensed Architect,

State of Vermont, sheets A0 – A7 and received for record in the Town of Rochester Land Records on November 29, 2006, and attached to and incorporated into the Declaration.

The Unit is subject to the Declaration and to the terms, conditions, restrictions and encumbrances described therein and/or included on schedules attached thereto. The Unit is conveyed subject to taxes assessed on the Grant List not delinquent on the date of this Deed, which the Grantees herein assume and agree to pay as part of the consideration for this Deed, subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered, and any and all state and municipal ordinances and regulations, public laws and special acts.

Said Unit is subject to and benefited by the Easement granted by HHI, LLC to Huntington Way, LLC for access by Easement Deed dated November 29, 2006 and recorded in Book 82, Page 364 of the Rochester Land Records.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the aforementioned Declaration of Condominium.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the Amendment To Declaration of Condominium dated October 29, 2010, and recorded in Book 89 at Page 487 of the Rochester Land Records.

Said Unit is conveyed subject to and with the benefit the terms, provisions and conditions of the Second Amendment To Declaration of Condominium dated May 31, 2013, and to be recorded in the Rochester Land Records.

The premises include and are benefited by an Easement Deed conveyed by Huntington Way, LLC to Huntington Way, LLC, Brooks H. Barron Trust, dated July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

The premises are subject to an Easement Deed conveyed by Huntington Way, LLC, Brooks H. Barron Trust, dated July 2, 2004, Brooks H. Barron and Susan W. Barron, Trustees and John W. McKernon, Jr. and John W. McKernon, III to Huntington Way, LLC, dated June 4, 2013 and to be recorded in the Town of Rochester Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

By acceptance of this deed, GRANTEE agrees to purchase and accept the Property in "AS IS" condition existing as of the date of delivery of this quit claim deed, with all faults, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from an inspection and GRANTEE hereby expressly assumes the risk of any and all

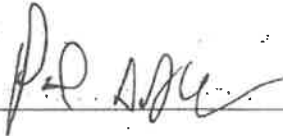
defects in the Property. GRANTEE fully understands that GRANTOR has made no warranties or representations, express or implied, pertaining to the Property, the condition thereof, the condition of the structures and improvements thereon, or any other matter pertaining thereto, including but not limited to matters relating to boundaries, acreage, or compliance with state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, environmental laws, and environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the condition or use of the Property. Expressly excluded from application are all warranties of merchantability, fitness for any particular purpose, habitability, or any other warranties express or implied at law. Further, GRANTEE expressly disclaims any and all warranties pertaining to, and concerning, the applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the Property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, on site sewage disposal, and the compliance of the Property with the same and the existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. GRANTEE acknowledges that GRANTOR has no responsibility to GRANTEE for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde, mold, and other liability causing substances on, under or emitting from the Property.

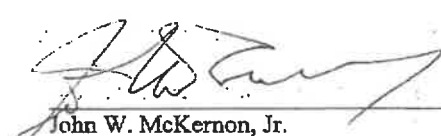
The Property is conveyed subject to all legally enforceable easements, rights-of-way, rights of travel along public ways, covenants, conditions, declarations, land use, subdivision, occupancy, municipal and other permits, and other restrictions of record to the extent not otherwise extinguished by the Vermont Marketable Record Title Act (27 V.S.A. §601-604).

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee **Stevens Block, LLC** and its successors and assigns, to their own use and behoof forever; and **John W. McKernon, Jr.** and **John W. McKernon, III**, the said Grantors, for ourselves, our heirs and assigns, does covenant with the said Grantee, **Stevens Block, LLC** and its successors and assigns, that until the ensealing of these presents we

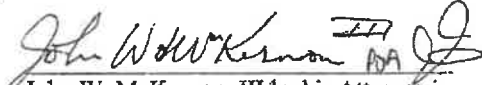
are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid; that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid; and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, we hereunto set our hands and seal this 4<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_

  
\_\_\_\_\_

John W. McKernon, Jr.

  
\_\_\_\_\_

John W. McKernon, III by his Attorney in Fact - John W. McKernon, Jr.

STATE OF VERMONT  
COUNTY OF RUTLAND, SS.

At Rutland, in said County and State, this 4<sup>th</sup> day of June, 2013, personally appeared John W. McKernon, Jr. and he acknowledged this instrument, by him subscribed, to be his free act and deed and the free act and deed of John W. McKernon, III.

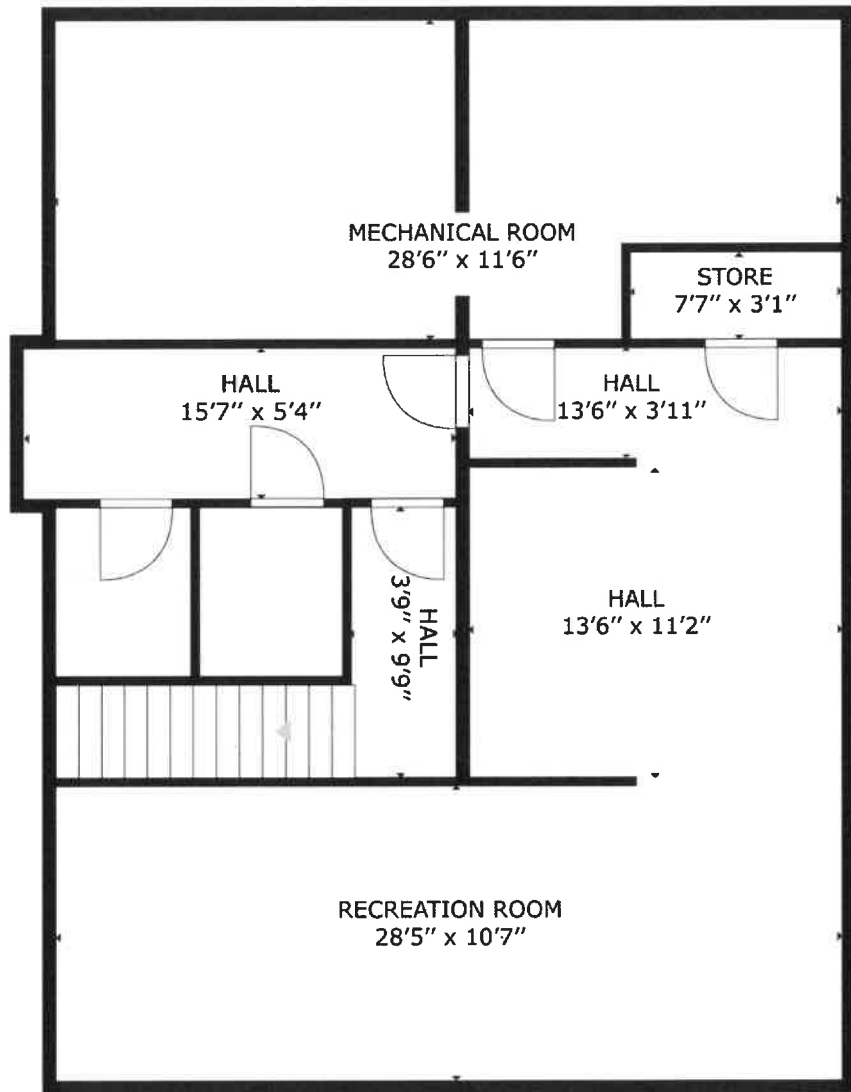
Before me,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/10/15

7643-1/470671

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD June 5 A.D. 2013  
AT 8 O'CLOCK 00 MINUTES Am  
AND RECORDED IN BOOK 94 PAGE 106-109  
ATTEST Barry McDaniel TOWN CLERK

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGEMENT-  
Return No. 13-17 Date 6/5/13  
Barry McDaniel Clerk



**GROSS INTERNAL AREA**

BASEMENT 1: 1105sq.ft, FLOOR 1: 1382 sq.ft, FLOOR 2: 1669 sq.ft, FLOOR 3: 1341 sq.ft  
 EXCLUDED AREAS: GARAGE: 780 sq.ft, BALCONY: 290 sq.ft  
 TOTAL: 5497 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY

