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Deed

WARRANTY

STARK PAPER CO.

TO

PARAN RECREATIONS, INC.

Dated, MAY 20 1960

BENNINGTON, VT. TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

MAY 20 A. D., 19 60

AT 4 O'CLOCK 45 MINUTES P. M.

AND RECORDED IN

BOOK 0-154 PAGE 173 OF LAND RECORDS

ATTEST Mary Todeck TOWN CLERK

RECORDERS FEE $

Bill Elizabeth & Dolled

Know all Men by these Presents

That STARK PAPER CO., a corporation organized and existing under the laws of the State of Vermont, with offices located in the Town and County of Bennington, State of Vermont

~~of~~ ~~in the County of~~

~~and State of~~ *Grantor*, *in the consideration of* One Dollar and other good and valuable consideration

paid to its *full satisfaction by* PARAN RECREATIONS, INC., a non-profit corporation, organized and existing under the laws of the State of Vermont with offices in the Town and County of Bennington,

~~of~~ ~~in the County of~~

and State of Vermont *Grantee*, *by these presents, do freely* **Give, Grant, Sell, Convey and Confirm** *unto the said Grantee*, PARAN RECREATIONS, INC.,

its successors or assigns forever

~~and~~ ~~heirs and assigns forever~~, *a certain piece of land in* the Town of Bennington *in the County of* Bennington *and State of Vermont, described as follows, viz:*

"Also that piece of land known as the Sand Hill Lot beginning at the southwest corner of D. McCarthy's land, thence south 41½° east 13 rods and 15 links, thence north 45½° east 20 rods and 18 links to Shaftsbury line, thence east 12½° south on said line 36 rods to the pond, thence west 13½° south 9 rods along the pond, thence 31 rods and 15 links and also 7 rods to the corner of railroad, thence west 19½° north 7 rods and 5 links, thence north 43° west 15 rods, thence north 42° west 8 rods and 14 links to the highway, thence on said highway 5 rods and 21 links to the place of beginning, containing 5 acres and 40 rods, more or less."

Subject however to a right of way for a water pipe or main granted by the Stark Paper Co. to C. W. White, Trustee, of North Bennington and his successors in the trust or his assigns, dated November 7, 1923, and recorded in the Land Records of the Town of Bennington in Book O-24 at page 114.

Being the same land and premises conveyed by Charles E. Welling to the Stark Paper Co. of Bennington by warranty deed dated March 30, 1881, and recorded in the Land Records of the Town of Bennington in Book 53, page 128.

Together with such privileges as the grantor, its successors or assigns, may have to regulate the level of Lake Paran, so-called, by means of operating the gates located in the southwest corner of said Lake, and together with such privilege as the grantor, its successors or assigns, may have to do such work as may be necessary to maintain such gates in good operating condition, including the privilege of ingress and egress for the said purposes.

The grantor, its successors or assigns, further covenants and agrees that it will not grant any right or rights of access to Lake Paran, so-called, over other lands owned by it abutting on said Lake for the purpose of operating a power driven boat or boats on said Lake, or for the purpose of swimming by persons other than the family and friends of the officers and/or stockholders of the said grantor, its successors or assigns.

To have and to hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*, PARAN RECREATIONS, INC., its successors or assigns

~~heirs and assigns,~~ its ~~their~~ *own use and behoof forever;*

And the said Grantor, STARK PAPER CO., for itself and its successors or assigns

~~for~~ ~~and~~ ~~heirs~~ ~~executors and administrators,~~ *do* es *covenant with the said Grantee*, PARAN RECREATIONS, INC., its successors or assigns,

~~heirs and assigns,~~ *that until the ensealing of these presents*, STARK PAPER CO. was *the sole owner of the premises, and* ~~have~~ has *good right and title to convey the same in manner aforesaid, that they are* **Free from every encumbrance;**

and it

hereby engages to **Warrant and Defend** *the same against all lawful claims whatever,* except as stated above

IN WITNESS WHEREOF, STARK PAPER CO., by Frederick H. Welling, its agent for that purpose duly elected, hereunto sets its hand and seal this 20th day of May, 1960.

~~**In Witness Whereof,**~~ ~~hereunto set~~ ~~hand and seal~~

~~this~~ ~~day of~~ ~~A. D. 19~~

In Presence of

Ruth E. Hukendin
Witness

Mary A. Mosher
Witness

STARK PAPER CO.,

By Frederick H. Welling
Frederick H. Welling,
Title: Agent

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State of Vermont, BENNINGTON **County** } **ss.** *At* Bennington *this* 20th *day of* May *A. D. 19*60,

personally appeared FREDERICK H. WELLING, Agent of the said STARK PAPER CO., 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 the said corporation.

~~personally appeared, and~~ ~~acknowledged this instrument, by~~

~~sealed and subscribed, to be~~ ~~free act and deed.~~

Before me Elizabeth E. Dalton
Notary Public

PAPER CO., STARK to RECREATIONS INC., PARAN
Taken from the office 6/4/73 . By R. Marshall Wetter PHK

Document Recorded in Book O-200 at Page № 169
DEC. 28 A. D. 19 72 at 9 o'clock 40 minutes A. M.
By Mary Hodlick Town Clerk.

KNOW ALL MEN BY THESE PRESENTS

THAT STARK PAPER COMPANY, a corporation organized and existing under the laws of the State of Vermont with a place of business at North Bennington in the County of Bennington and State of Vermont Grantor, in the consideration of One Dollar and other good and valuable consideration paid to its full satisfaction by PARAN RECREATIONS, INC., a Vermont corporation with a place of business in North Bennington in the County of Bennington and State of Vermont Grantee, have REMISED, RELEASED, AND FOREVER QUIT CLAIMED unto the said PARAN RECREATIONS, INC. or its successors and assigns, all right and title which STARK PAPER COMPANY or its successors or assigns have in, and to a certain piece of land in North Bennington in the County of Bennington and State of Vermont, described as follows, viz:

See Book 4 Page 13 of Plat Book

All interest, if any, in lands on the shores of Lake Paran, dams, spillways, water gates, water rights, flowage rights and/or any other appurtenances lying North of the North boundary of Welling Field, so-called, and the Easterly and Westerly extensions thereof, as said boundary is shown on a map entitled: "Map of Property of Stark Paper Company North Bennington, Vermont, Office of Gerald E. Morrissey, Inc. Bennington, Vermont, September, 1971, Scale 1"=100', Survey made per existing surveys & Field Evidence, John Endres."

Reserving out of the above described premises the right of Joseph Nadeau to use the Coal Yard, so called, as shown on said map, for the storage of coal during his lifetime.

Further granting a right of access to said premises through said Welling Field as shown on said map, said right of way to be in a location or locations as from time to time determined by grantor, its successors and assigns, and to be solely for purposes of maintaining, repairing and reconstructing the dams, spillways and water gates that determine the water level of Lake Paran and the flow of water from said Lake into Paran Creek.

TO HAVE AND TO HOLD all its right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said PARAN RECREATIONS, INC., its successors and assigns forever.

AND FURTHERMORE it the said STARK PAPER COMPANY does for itself, its successors and assigns, covenant with the said PARAN RECREATIONS, INC., its successors and assigns, that from and after the ensealing of these presents the said STARK PAPER COMPANY will have and claim no right, in, or to the said quit-claimed premises.

IN WITNESS WHEREOF, it hereunto sets its hand and seal this 27th day of December A.D., 1972.

In Presence of

STARK PAPER COMPANY (L.S.)

by Frederick H. Welling (L.S.)
Frederick H. Welling, its treasurer and authorized agent

John H. Williams, II

STATE OF VERMONT,

BENNINGTON COUNTY, SS. At Bennington this 27th day of December A.D., 1972 STARK PAPER COMPANY by Frederick H. Welling, its Treasurer and duly authorized agent and he acknowledged this instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Stark Paper Company.

Before me,
John H. Williams, II
Notary Public

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
—ACKNOWLEDGMENT—
Return Rec'd.—Tax Paid—Lib. of Town Clerk Rec'd.—
Vt. Land Use & Dev. Plan Rec'd.
Return No. A15876
Signed Mary Nerle Clerk
Date Dec 28-1972

Being the same lands and premises conveyed to Community Exchange and Development Corp. by deed of Gary J. Forrest, Sheriff, dated March 25, 1994, and to be recorded in the Bennington Land Records.

This conveyance is made pursuant to the following documents in First Vermont Bank and Trust Co. v. A. Brown Co., Inc., et al, Bennington Superior Court Docket No. S0295-90BcC:

1. Decree of Foreclosure and Order of Public Sale dated September 16, 1993 and recorded October 29, 1993 in Book 0-309, Page 52 of the Bennington Land Records.

2. Certificate of Non-redemption and Writ of Possession dated October 25, 1993 and recorded October 29, 1993 in Book 0-309, Page 52 of the Bennington Land Records.

3. Amended Decree of Foreclosure and Order of Public Sale dated November 24, 1993 and recorded December 3, 1993 in Book 0-310, Page 33 of the Bennington Land Records.

4. Order of Confirmation of Public Sale dated January 3, 1994 to be recorded of even date herewith in the Bennington Land Records.

Being the same land and premises conveyed to A. Brown Co., Inc. by Trustee's Deed of David Robinson, Trustee in Bankruptcy for Shea Realty, Inc., dated and recorded August 5, 1983, in Book 0-243, Page 64, in the Land Records of the Town of Bennington, Vermont, and more particularly described therein, including all rights, privileges and easements included therein, and described on "Schedule A" attached.

This conveyance is made subject to: a) The right of the United States of America to redeem the same on or before December 3, 1994; b) Those delinquent taxes and municipal assessments thereon; and c) The rights of those parties now in possession;

Included herewith are all appurtenances belonging to such premises.

"Schedule A"

PARCEL A: Being a portion of the same lands and premises conveyed to Shea Realty, Inc. by the Roman Catholic Diocese of Burlington, Vermont, which deed is recorded in the Town of Bennington Land Records in Book 0-186 at page 189, and being that portion described as follows:

Beginning at a point in the Village of North Bennington, Vermont, which point lies N 81° 26' E, 16 feet from the northeast corner of lands now or formerly of George Bushee, which point marks the southeast corner of other lands now or formerly of Shea Realty, Inc. which have been, or are to be, conveyed to the Roman Catholic Diocese of Burlington, Vermont; thence N 3° 39' W along the easterly line of said other lands now or formerly of Shea Realty, Inc. a distance of 39.85 feet to a point; thence northerly along said other lands now or formerly of Shea Realty, Inc. a distance of about 120 feet, more or less, to a point, which point marks the northeast corner of said other lands now or formerly of Shea Realty, Inc. and a southwest corner of lands of the Village of North Bennington; thence N 69° 57' E in the south line of lands of the Village of North Bennington a distance of 461.02 feet to an iron pipe; thence along lands now or formerly of the Stark Paper Company S 39° 11' W a distance of 24.12 feet and S 26° 07' E a distance of 38.42 feet to a point, which point marks the northwest corner of other lands of Shea Realty, Inc.; thence S 26° 07' E along the northwest line of said other lands of Shea Realty, Inc. a distance of 245.36 feet to a point marked by a stone monument; thence S 81° 09' W along said other lands

of Shea Realty, Inc. a distance of 238.26 feet to the point and place of beginning; excepting from the above, any portion of said lands in the northeast corner which may have been previously acquired by the State of Vermont for highway purposes.

Also conveyed hereby is an easement, right, privilege and right of way to be used in common with others, described as follows:

Being a strip of land 16 feet wide, bounded on the west by lands of George Bushee; on the north and south line of lands now or formerly of C.M. Welling; on the south by the east line of North Street; and on the east by other lands of this Grantor.

Said premises are conveyed subject to the right and privilege of others to use said right of way for purposes of ingress and egress to their properties by way of North Street, so-called.

In order to comply with State of Vermont Environmental Protection Rules on the subdivision of lands and disposal of waste including sewage, the grantee shall not construct or erect a structure or building on the parcel of land conveyed herein, the useful occupancy of which will require the installation of plumbing and sewage treatment facilities or convey this land without first complying with said State regulations. The grantee by acceptance of this deed acknowledges that this lot may not qualify for approval for development under the appropriate environmental protection or health regulations and that the State may deny any application to develop the lot.

PARCEL B: Being all and the same lands and premises conveyed to the Shea Realty, Inc. by quitclaim deed of the Stark Paper Company, a Vermont corporation, which deed is recorded in the Town of Bennington Land Records on May 29, 1969 and therein described as follows:

"PARCEL 1: Beginning at a point in the east line of North Street in the Village of North Bennington, distant 160.9' north of the intersection of the east line of North Street and the north bank of Paran Creek; then northerly along the east line of North Street to the intersection of the east line of North Street and the North line of Sage Street; thence easterly along the south line of lands of George Bushee to said Bushee southeast corner; thence northerly along Bushee east line 131.38' to an iron pipe; thence N 81° 09' E along the north line of the lands herein described 106.26' to an iron pipe; thence S 27° 59' W along the northwest line of lands of the grantee 226.73' to the place of beginning.

There is included in the parcel a 16' wide right-of-way bounded on the north by the south line of lands formerly of C. M. Welling, on the south by the east line of North Street, on the west by lands of George Bushee, and on the east by lands of the herein described parcel.

PARCEL 2: Beginning at a stone monument in the north line of lands now owned by the grantee, distant 57.00' westerly of the northeast corner of said grantees lands; thence N 26° 07' E 245.36' to the south line of lands to be acquired by the State of Vermont for highway purposes; thence S 60° 34' E along the said southerly highway acquisition line 286.70' to an iron pipe; thence southerly and westerly along Paran Creek the following courses and distances: S 41° 50' W 180.32', S 26° 15' W 171.50', S 63° 25' W 122.31' to the southeast corner of lands now owned by the grantee; thence N 00° 52' E along the east line of the grantees 272.26'; thence S 81° 09' W along the north line of said grantees 57.00' to the place of beginning.

Containing 1.90 acres."

PARCEL C: Being the same lands and premises conveyed to Shea Realty, Inc. by warranty deed of Charles Fienberg, Audrey H. LaChant, Joseph LaChant, Rose M. Morrissey, John P. Morrissey, M. Rita Ebersman and Philip Ebersman, which deed is dated October 1, 1966 and recorded October 11, 1966 in Book O-177 of the Bennington, Vermont Land Records and which lands and premises are therein described as follows:

Beginning at an iron pin driven in the ground in the easterly line of North Street, so-called, in the Village of North Bennington, said pin being located 52 feet north of the northeast corner of the bridge over Paran Creek, so-called, thence in a northerly direction along the east line of said North Street 100 feet; thence in northeasterly direction on a line giving an included angle of 145° 13' 221 feet to a marble post set in the ground; thence in an easterly direction on a line giving an included angle of 126° 50', a distance of 205 feet to an iron pin driven in the ground; thence in a southerly direction on a line giving an included angle of 80° 17' and passing through an iron pin in the ground located 100 feet east of the easterly foundation of the existing millbuilding on the conveyed premises and in line with the southerly face of said mill foundation a distance of 262 feet, more or less, to the northerly bank of said Paran Creek; thence along the said northerly bank of said Paran

Creek and across the exit of the existing raceway to the intersection of said north bank of said Creek, with the easterly line of said North Street; thence northerly along the easterly line of said North Street to the point of beginning. Containing 1.8 acres more or less. (The above deed will close so far as its connection with the southerly line of the main mill foundation is concerned, it appearing that the said line of said mill foundation is 7° 40' south of being at right angles to said North Street line.)

Together with the water rights conveyed by and subject to the water rights reserved in a certain deed entitled Stark Paper Company to A. S. Payne, Inc. dated January 16, 1920 and recorded in Book O-23, Page 124 of the Bennington Land Records, to which deed and the record thereof reference is hereby made for a further and more particular description thereof.

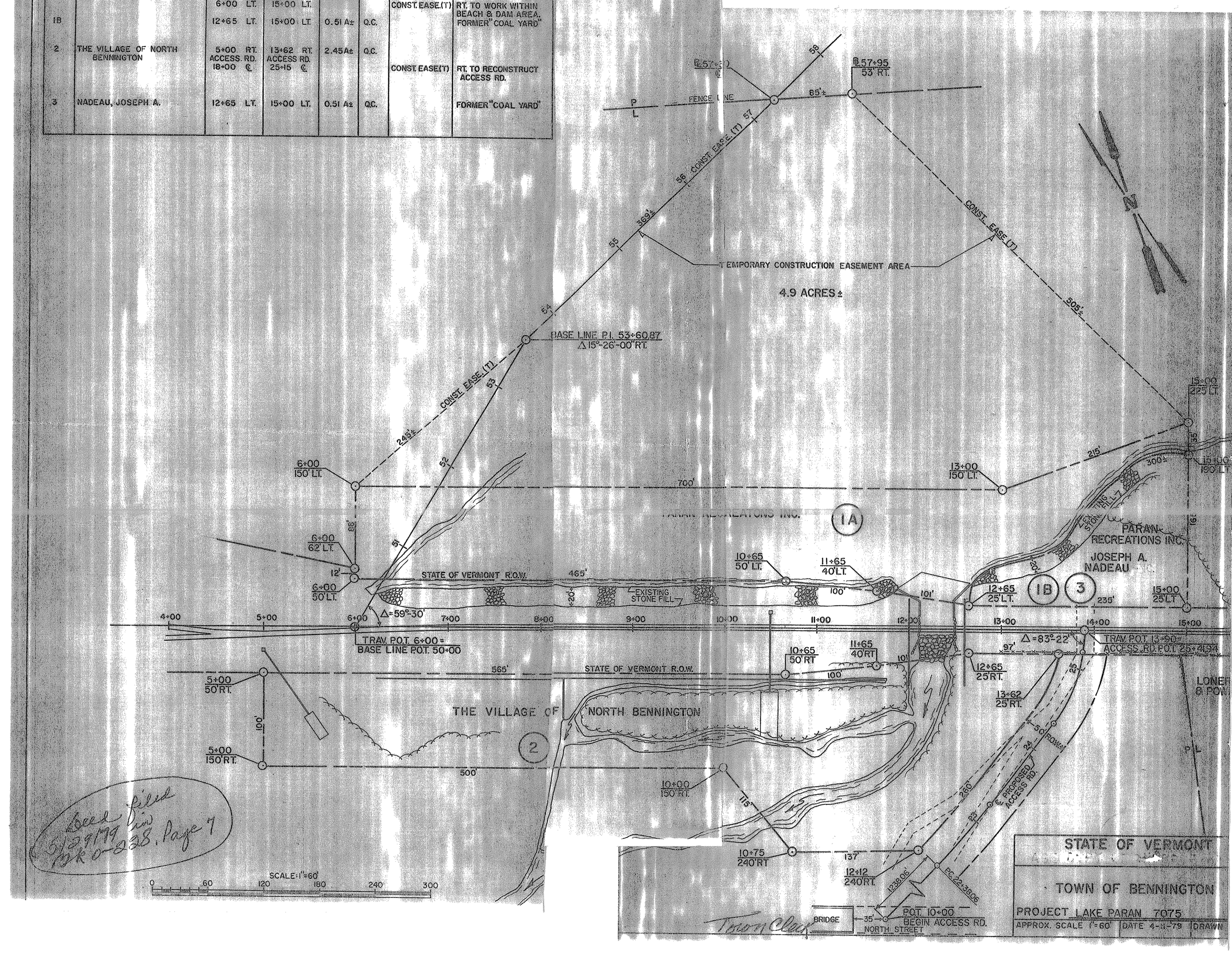
This conveyance is subject to a 20-foot wide sewer easement and right of way with the sewer line constituting the center line, which said easement is held by the Roman Catholic Diocese of Burlington, Vermont, its successors and assigns. Said sewer runs near and parallel to the northeast boundary of the lands and premises described hereinabove, together with the right to enter by said Roman Catholic Diocese of Burlington, Vermont, its successors and assigns for the purpose of maintenance, repair and replacement with the condition that the lands and premises be restored to their original condition.

Slide #29

J. Hodeck Town Clerk

Slide 38

		BEGINNING STATION	ENDING STATION	TAKING	TITLE TAKEN	RIGHTS	REMARKS
1A	PARAN RECREATIONS INC.	6+00 LT. 6+00 LT.	15+00 LT. 15+00 LT.	1.9 A±	Q.C.	CONST. EASE.(T)	RT. TO WORK WITHIN BEACH & DAM AREA.
1B		12+65 LT.	15+00 LT.	0.51 A±	Q.C.		FORMER "COAL YARD"
2	THE VILLAGE OF NORTH BENNINGTON	5+00 RT. ACCESS. RD. 18+00 ℄	13+62 RT. ACCESS RD. 25+15 ℄	2.45A±	Q.C.	CONST. EASE.(T)	RT. TO RECONSTRUCT ACCESS RD.
3	NADEAU, JOSEPH A.	12+65 LT.	15+00 LT.	0.51 A±	Q.C.		FORMER "COAL YARD"



Deed filed 5/29/79 in Bk 0-228, Page 7

Town Clerk

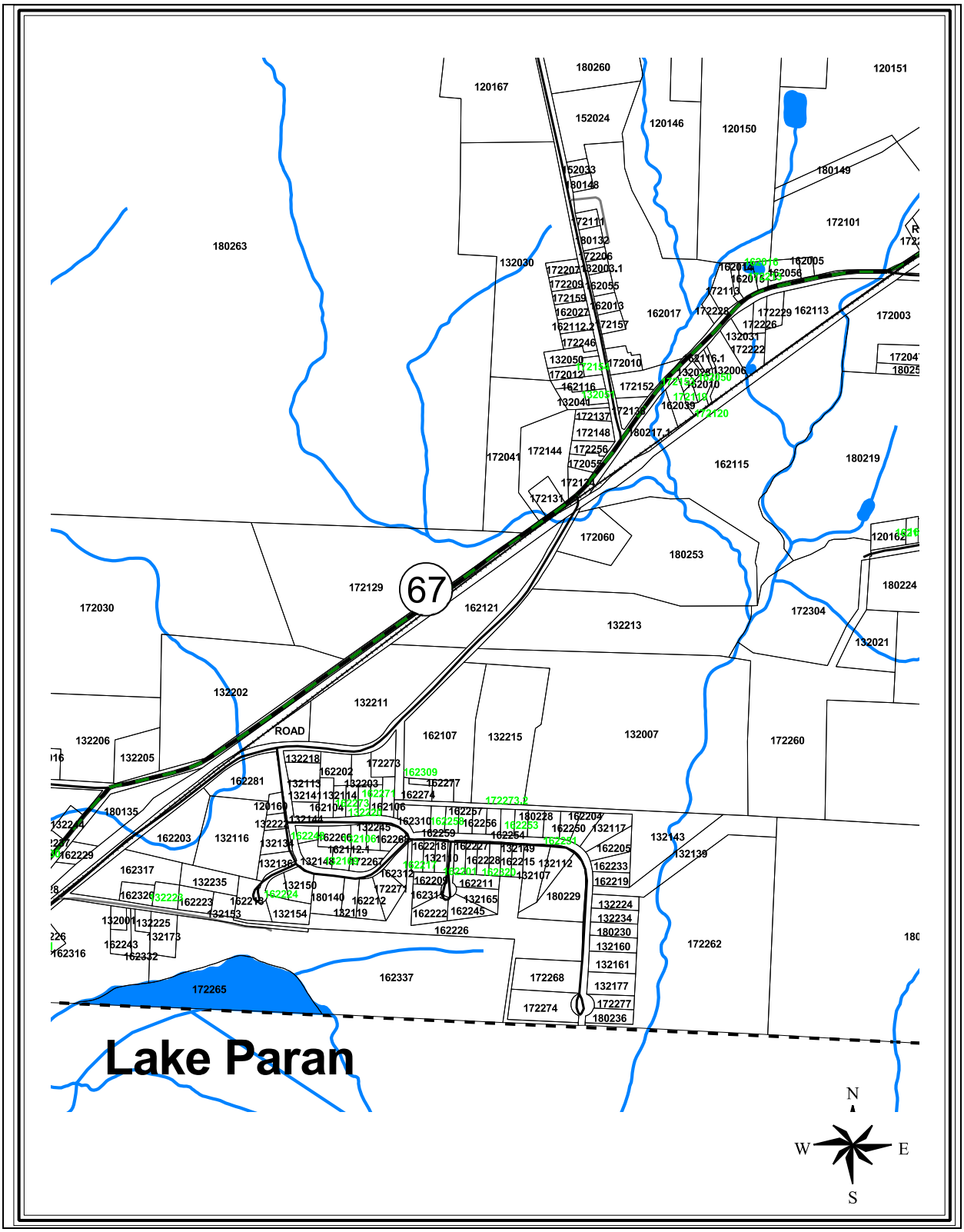
STATE OF VERMONT

TOWN OF BENNINGTON

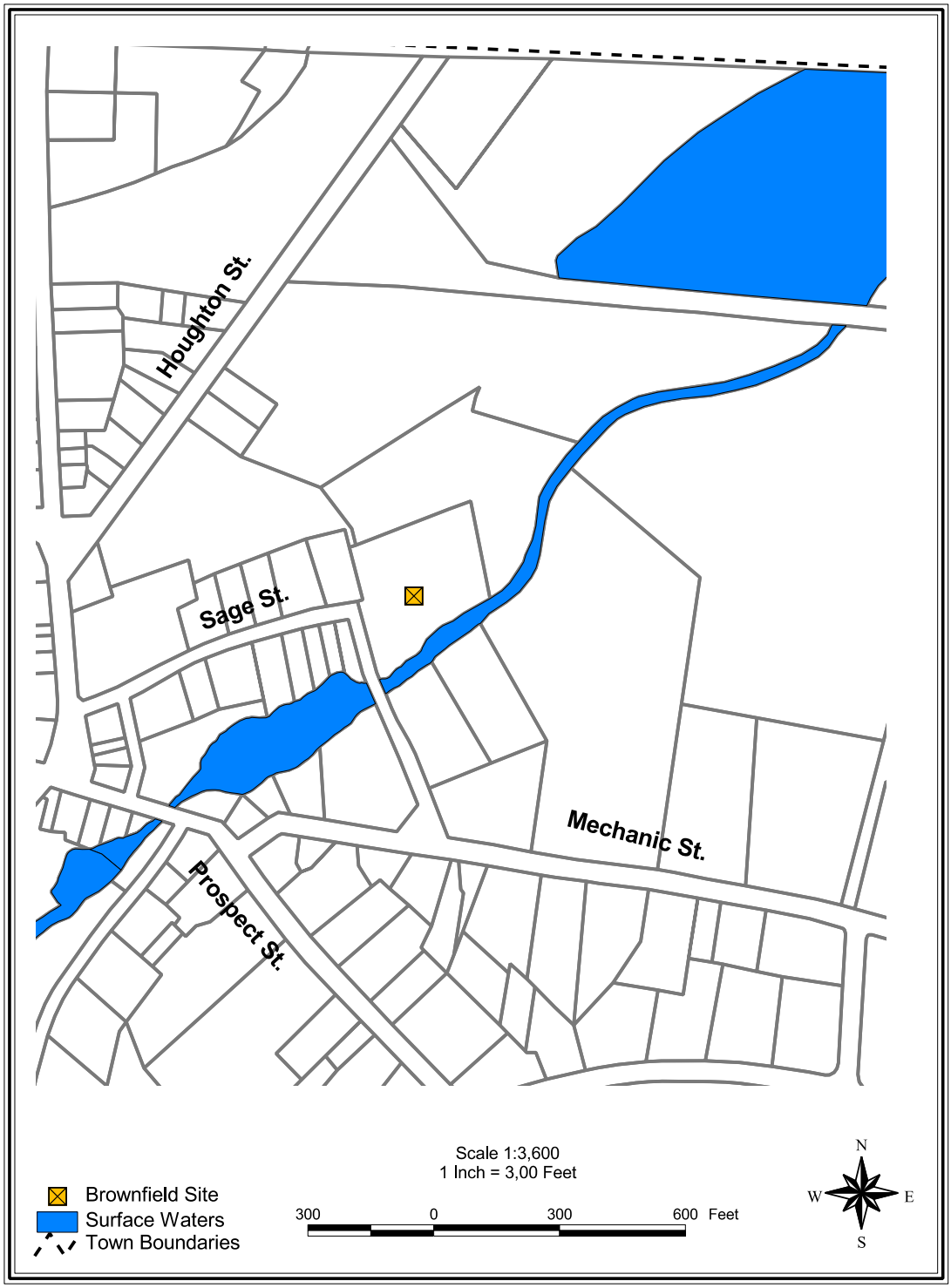
PROJECT LAKE PARAN 7075

APPROX. SCALE 1" = 60' | DATE 4-11-79 | DRAWN

Parcel Map of North Bennington & Shaftsbury provided by Bennington County Regional Commission



Parcel Map of North Bennington provided by Jim Henderson of the Bennington County Regional Commission



Brownfields & Contaminated sites:

All mapping and descriptions of Brownfield contamination in North Bennington and Shaftsbury was sourced from the following Department of Environmental Conservation website: https://anrweb.vt.gov/DEC/ERT/Brownfields.aspx