

CSC No. 9127

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ON 06/08/2011 AT 9:55 A.M.
BOOK 57 PAGE 1-91
ANDOVER Land RECORDS.
Glenn F. Baughman
TOWN CLERK, ANDOVER, VERMONT

RUS DESIGNATION: VERMONT 1103-A40

RESTATED MORTGAGE,
SECURITY AGREEMENT
AND
FINANCING STATEMENT

made by and among

VERMONT TELEPHONE COMPANY, INC.

354 River Street
Springfield, Vermont 05156

as Mortgagor and Debtor,

VTel WIRELESS, INC.,

354 River Street
Springfield, Vermont 05156

as Mortgagor and Debtor,

THE UNITED STATES OF AMERICA,

Rural Utilities Service
Washington, D.C. 20250-1500,

as Mortgagee and secured party,

and

RURAL TELEPHONE FINANCE COOPERATIVE

2201 Cooperative Way
Herndon, Virginia 22071-3025

as Mortgagee and secured party.

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY. THIS INSTRUMENT
CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED
PROPERTY, FIXTURES, PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS.

THIS INSTRUMENT WAS DRAFTED BY THE RURAL UTILITIES DIVISION, OFFICE OF
THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C. 20250-
1400.

ORGANIZATION NUMBERS: Vermont Telephone Company, Inc. - 2356163
VTel Wireless, Inc. - 2558397

No. 1

Town of Chester, VT

Permitted Encumbrances

**Gassetts Remote
60 Route 10**

- I. State Board of Health Subdivision Regulations: Subject to deferral of permit DE-2-2335 issued by the State of Vermont Department of Environmental Conservation on April 3, 1987 and recorded May 26, 1987 in Book 66, Page 445 of the Chester Land Records.
- II. Mortgages: There is a mortgage deed to Springfield Co-operative Savings and Loan Association dated August 6, 1947 and recorded August 12, 1947 in Book 9, Page 371 of the Chester Land Records. This mortgage was not properly discharged on October 25, 1948.
- III. Utility Easements:
 - a. Possibly subject to power line easement to Central Vermont Public Service Corporation dated February 23, 1950 and recorded March 16, 1950 in Book 36, Page 111 of the Chester Land Records.
 - b. Subject to power line easement to Central Vermont Public Service corporation dated November 10, 1960 and
 - c. recorded January 26, 1961 in Book 40, Page 17 of the Chester Land Records.
- IV. Town Highways: The premises are subject to the right of the public and others to travel over the public highway as the public highway rights of way touch the property.
- V. Riparian Rights: Subject to riparian rights of others in and to the Gassetts Tributary.
- VI. Town Subdivision: Subject to waiver of development rights, subdivision #134 as approved by the Chester Planning Commission on March 18, 1987 and recorded March 19, 1987 in Book 66, Page 329 of the Chester Land Records.
- VII. Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. S601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Danby, VT

**Danby Co,
70 Brook Rd.**

Being all and the same lands and premises conveyed to Rutland County Telephone and Telegraph Company by Warranty Deed of Hollister J. Fletcher, dated April 30, 1958 in Book 27, Page 319 and herein described as follows:

"Beginning at a point in the northerly line of the main highway from Danby Village to Danby Four Corners, commonly designated as School Street, at the southwesterly corner of lands owned by Raymond and Dorothy Stone, said point being marked by an iron pipe driven in the ground; thence running westerly along the northerly line of said School Street 60 feet; thence northerly in a line parallel with and 60 feet westerly from the westerly line of said lands of Raymond and Dorothy Stone to the southerly line of lands owned by Roger Burnham; thence easterly in the southerly line of lands of said Burnham 60 feet to the westerly line of lands of said Raymond and Dorothy Stone; and thence southerly along the westerly line of said lands of Raymond and Dorothy Stone to the point and place of beginning."

Town of Danby, VT

Permitted Encumbrances

**Danby Co,
70 Brook Rd.**

Premises may be Subject to the reservations made in a deed from David Young to William H. Kelley, Albert Kelley and Alfred Kelley dated November 3, 1840 and also reserving the right of the highway which runs across said premises as noted in the Guardians Deed of Mary Warren, Guardian of Dorothy Alice Colvin to Harold Goodell dated August 19, 1949 and recorded August 19th 1949 in Book 24, Page 299 of the Town of Danby Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be Subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Grafton, VT.

**Grafton CO
178 Townshend Rd.**

Being all and the same lands and premises conveyed to Vermont Telephone Corporation by warranty deed of Grafton Grange, No. 117 dated November 7, 1970 and recorded November 9, 1970 in Book 28, Page 381 of the Grafton Land Records. The premises are therein described as follows:

"It being part of the same land and premises conveyed to Grafton Grange, No. 117, by Harry and Eva Farnsworth by warranty deed dated March 2, 1940, and recorded in Book 24 at Page 92 of the Grafton land records and being further described as follows:

Beginning at a stake set in the ground at the northwest corner of the grantor's lot, then running southerly along the grantor's easterly boundary a distance of 100 feet to a stake set in the ground at the grantor's southwest corner, then turning an angle to the left of approximately 90° and running in generally an easterly direction along the grantor's southerly boundary a distance of 50 feet to a stake set in the ground, then turning an angle to the left of approximately 90° and running along a line parallel with the first mentioned line a distance of 100 feet to a stake set in the ground along the grantor's north line, then turning an angle to the left of approximately 90° and running along the grantor's north line a distance of 50 feet to the place of beginning.

There is also conveyed hereby a right of way running from the road leading from Grafton Village to Townshend across the north side of the grantor's property to the property conveyed to the grantee this day, said right of way extending 15 feet in width from the grantor's northerly line southerly and said right of way to be used by the grantee, its successors and assigns, in common with the use of same by the grantor, its successors and assigns.

Said right of way may be used for vehicular and pedestrian travel and underground electric and telephone cables. Vermont Telephone Corporation shall have the right to dig, remove, repair, maintain, and keep said right of way at its own expense."

Town of Grafton, VT

Permitted Encumbrances

**Grafton CO
178 Townshend Rd.**

Other Easements and Rights of Way: There is a right of way included in the deed from Grafton Grange No. 117 running from the road leading from Grafton Village to Townshend to be used in common with the grantor as contained in the deed dated November 7, 1970 and recorded November 9, 1970 in Book 28, Page 381 of the Grafton Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

- (1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be Subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for Whatever reason.

Town of Hartland, VT

**Hartland CO
7 Mace Rd.**

Being all and the same lands and premises conveyed to Vermont Telephone Corporation by Warranty Deed of Mae E. Hunt and John R. Hunt dated August 21, 1968 and recorded September 30, 1968 at Book 43, Pages 143-145 of the Hartland Land Records, and described therein as follows:

Being a parcel of land, estimated to contain approximately 13,000 square feet, on the westerly side of public road or highway from Hartland 4-Corners to Quechee, beginning at a point marked on the ground by a stone post in the westerly line of said public road or highway, a distance of approximately 90 feet Northeast from the northerly concrete headwall of a bridge across "Beaver Meadow Brook", so-called, which concrete headwall is, in turn, located approximately 100 feet northeasterly of the junction of said public road or highway and Vermont state Highway No. 12; and running thence

- (1) North $51^{\circ} 05'$ W 130 feet along land now or formerly of Richard W. and Lois A. Nichols to a corner marked by an iron post driven in the ground, thence turning
- (2) N $40^{\circ} 30'$ E 100 feet along other land of the grantors to a corner marked by an iron pipe driven in the ground; thence turning
- (3) S $51^{\circ} 05'$ E 130 feet along other land of the grantors to a corner marked by an iron pipe driven in the ground at the westerly edge of the aforesaid public road or highway; thence turning
- (4) S $40^{\circ} 30'$ W 100 feet along the westerly edge of the said public road or highway from Hartland 4-Corners to Quechee to the point of beginning.

Reference is made to a certain survey-sketch No. 968-001, entitled "Proposed Purchase - Vermont Telephone Corporation - Hartland - Vermont", dated July, 1968, prepared by F.G. Tuthill, Woodstock, Vermont, a copy of which plan is to be filed with the Hartland Town Clerk.

Town of Hartland, VT

Permitted Encumbrances

**Hartland CO
7 Mace Rd.**

- A. Utility easement from Kenneth R. Hunt and Mae Hunt to Central Vermont Public Service Corporation dated June 28, 1966 and recorded at Book 42, Page 259 of the Hartland Land Records.
- B. Utility easement from Kenneth R. and Mae E. Hunt to Hartland Tel. Co., Inc. dated July 1, 1955 and recorded at Book 40, Page 235 of the Hartland Land Records.
- C. Deferral of Permit DE-3-1507 dated May 16, 1987 and recorded at Book 74, Pages 80-81 of the Hartland Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made Subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. S601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Hartland, VT

**North Hartland Remote
5 Webster Rd**

Being all and the same lands and premises conveyed to Continental Telephone Company of Vermont Inc., by Warranty Deed of Daniel I. Shepard and Dora Shepard dated June 23, 1987 and recorded August 13, 1987 at Book 74, Pages 82-84 of the Hartland Land Records, and described therein as follows:

Being a portion of the lands and premises conveyed to Daniel I. Shepard by deed of James F. Young, Administrator of the Estate of Hattie Shepard dated May 15, 1943 and recorded in Book 34 at Page 440 of the Hartland Town Land Records, and more particularly described as follows:

Beginning at an iron pin on the northerly right-of-way limit of Webster Road, which pin is 24.75 feet radially measured from the center line of Webster Road at a point which is 134 feet easterly measured from the center line intersection of Webster Road with Quechee Road, and which pin is also located in the center line of existing overhead transmission lines; thence N 15° 00' E 100 feet to an iron pin; thence S 88° 00' E 108.00 feet to an iron pin; thence S 15° 00' W 100.00 feet to an iron pin located on the northerly right-of-way limit of Webster Road; thence N 88° 00' W parallel to and 24.75 feet distant from the center line of Webster Road, 108.00 feet to the point and place of beginning, and containing .26 acres.

Included herewith, subject to quitclaim covenants only, are all of the Grantors' right, title and interest in and to the lands and premises located between the center line of Webster Road and the above-described parcel, as bounded on the east and west by southerly continuations of the easterly and westerly boundaries of the above-described parcel.

Town of Hartland, VT

Permitted Encumbrances

**North Hartland Remote
5 Webster Rd**

- A. Utility easement from D. Irving Shepard to Central Vermont Public Service Corporation and the Continental Telephone Co. of Vermont, Inc. dated May 19, 1975 and recorded at Book 50, Page 481 of the Hartland Land Records.
- B. Utility easement from D. Irving Shepard to Cont. Tel. Co. of VT., Inc. dated April 14, 1972 and recorded at Book 46, Page 452 of the Hartland Land Records.
- C. Utility easement from D.I. Shepard and Dora W. Shepard to Central Vermont Public Service Corporation dated November 13, 1970 and recorded at Book 44, Page 272 of the Hartland Land Records.
- D. Line rite from D.I. Shepard and Stuart S. Shepard to Central Vermont Public Service Corporation dated July 27, 1961 and recorded at Book 41, Page 303 of the Hartland Land Records.
- E. Utility easement from O.I. Shepard and Dora W. Shepard to Central Vermont Public Service Corporation dated March 13, 1946 and recorded at Book 37, Page 214 of the Hartland Land Records.
- F. Property may be subject to the reservation of "any rights heretofore deeded to the New England Box Company" noted in the warranty deed of Allen H. Britton to Hattie E. Shepard dated January 17, 1908 at Book 28, Page 189 of the Hartland Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be Subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Killington, VT
(Formerly Town of Sherburne)**

**Sherburne CO
West Hill Road**

Being all and the same lands and premises conveyed to Southern Vermont Telephone Company, Inc. by Warranty Deed of Charles Stevens and Edith Stevens dated July 19, 1961 and recorded July 19, 1961 in Book 21 Page 437 of the Town of Sherburne Land Records and herein described as follows:

"Beginning at an iron pipe driven in the ground on the Northerly side of "West Hill Road", so-called, at a point about thirteen rods westerly of the junction of the said road with the main highway designated as US Route 4; thence running North 22 degrees, 30 minutes West one hundred thirty-five feet to an iron pipe situated about three feet Northerly of a large marked Maple tree; thence running South 70 degrees 45 minutes west one hundred feet to an iron pipe; thence running South 22 degrees 30 minutes East one hundred thirty-five feet to an iron pipe on the northerly side of said West Hill Road; thence running North 70 degrees 45 minutes one hundred feet to place of beginning.

The above described parcel contains fifty (50) square rods, more or less, and is bounded as follows: Southerly by the highway, easterly, northerly and westerly by the land of one Towne."

**Town of Killington, VT
(Formerly Town of Sherburne)**

Permitted Encumbrances

**Sherburne CO
West Hill Road**

Easements and Rights-of-Way:

- (a) Said lands and premises may be Subject to a one-half interest in certain spring rights as noted in the Warranty Deed from Charles Stevens and Edith Stevens to the Southern Vermont Telephone Company, Inc. dated July 19, 1961 and recorded July 19, 1961 in Book 21, Page 437; one-half interest was included in the conveyance by quitclaim only.
- (b) The premises are subject to a CVPS right-of-way as noted in the right-of-way from Andrew D. Towne and Blanche Towne to CVPS dated July 5, 1951 and recorded July 26, 1951 in Book 20, Page 46L.
- (c) The premises are also Subject to a CVPS easement as noted in the easement from Andrew D. Towne and Blanche Towne to CVPS dated November 8, 1948 and recorded November 27, 1948 in Book 19, Page 374.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Killington, VT
(Formerly Town of Sherburne)**

**High Ridge Remote (Lease)
Roaring Brook East
1568 E Mountain Rd**

Being all and the same lands and premises leased to Continental Telephone Company of Vermont, Inc. by Killington, Ltd. by Memorandum of Lease dated June 26, 1986 and recorded January 6, 1987 in Book 93, Page 520 of the Town of Sherburne Land Records and therein described as follows:

"Beginning at an iron pipe set at the northeasterly corner of the herein described parcel (said point of beginning being on a bearing of South 73° 52' 45" West at a distance of 52.95 feet from an iron pipe (existing) which marks the northwesterly corner of the property belonging to Sanford A. Kaplan (formerly Lot No.8 of the Sherburne Corporation's State Triangle Property) in the Town of Sherburne, County of Rutland, State of Vermont); thence from the point of beginning and with the property to be retained by Killington, Ltd., the following 4 courses: (1) South 35° 21' 40" East a distance of 50.00 feet to an iron pipe; (2) South 72° 34' 20" West a distance of 50.00 feet to an iron pipe; (3) North 35° 21' 40" which marks the northwesterly corner of the herein described parcel; (4) North 72° 34' 20" East a distance of 50.00 feet to the point and place of beginning.

There is included with the above described parcel a right of way, 20 feet in width, which extends from the southerly line of Roaring Brook Road East (Town Highway No. 25) in a southerly and then westerly direction through the property belonging to Killington, Ltd. to the northerly line of the above described parcel, said right of way being more particularly described as follows:

Beginning at a point in the southerly line of Roaring Brook Road East (Town Highway No. 15) (said point of beginning being on a bearing of North 72° 34' 20" East a distance of 23.49 feet from an iron pipe (existing) set in the southerly line of Roaring Brook Road East which iron pipe marks the northwesterly corner (South of Roaring Brook Road East) of the Killington, Ltd. property commonly referred to as Sherburne Corporation's State Triangle Property); thence from the point of beginning North 72° 34' 20" East a distance of 20.51 feet along the southerly line of Roaring Brook Road East to a point in the southerly line of said highway; thence South 30° 16' 35" East a distance of 61° 05' 40" West a distance of 37.00 feet along the northerly line of the property belonging to Sanford A. Kaplan to an iron pipe (existing) which marks the 59.11 feet to a point in the northerly line of the property belonging to Sanford A. Kaplan; thence South Northwesterly corner of the said Kaplan property; thence South 73° 52' 45" West a distance of 52.95 feet to an iron pipe set at the northwesterly corner of the above described parcel; thence South 5° 34' 20" West a distance of 20.00 feet along the northerly line of the above described parcel to a point; thence North 17° 25' 40" West a distance of 20.00 feet along the western extremity of the herein described right of way to a point; thence North 72° 34' 20" East a distance of 20.23 feet to a point; thence North 73° 52' 45" East a distance of 50.94 feet to point; thence North 61° 05' 40" East a distance of 14.27 feet to a point; thence North 30° 16' 35" West a distance of 43.19 feet to the point or place of beginning."

**Town of Killington, VT
(Formerly Town of Sherburne)**

Permitted Encumbrances

**High Ridge Remote (Lease)
Roaring Brook East
1568 E Mountain Rd**

Memorandum of Lease:

Subject to a Memorandum of Lease from Killington, Ltd. to Continental Telephone Company of Vermont, Inc. dated June 26, 1986 and recorded January 6, 1987 in Book 93, Page 520 of the Town of Sherburne Land Records. There is only one witness on this memorandum of lease and is therefore defective.

Easements and Rights-of-Way:

Premises are subject to a 20' right-of-way as noted in the Memorandum of Lease dated June 26, 1986 and recorded January 6, 1987 in Book 93, Page 520 of the Town of Sherburne Land Records.

Land Use and Environmental Permits:

The Lease includes Deferral of Permit language proscribing construction by Lessee of a structure or building, the useful occupancy of which will require installation of plumbing and sewage facilities without first complying with State Regulations on Subdivision of land and disposal of wastes including sewage.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be Subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Killington, VT
(Formerly Town of Sherburne)**

**Killington Remote (Lease)
3861 Killington Rd.**

"Beginning at an iron pipe set 33 feet easterly of the centerline of the Killington Access Road (a Vermont Forest Highway) said iron pipe being on a bearing of North 89° 55' 21" West a distance of 454.16 feet from Station A-15 of the Killington Village grid System (said point of beginning also being approximately .1 miles southwardly from the intersection of the said Killington Access Road and the entrance road of the upper parking lot of the Snowshed Ski Area in the Town of Sherburne, County of Rutland, State of Vermont) thence from the point of beginning and with other lands belonging to the State of Vermont (Calvin Coolidge State Forest) - Sherburne Corporation Lessee, the following 4 courses: (1) South 87° 12' 15" East a distance of 50.00 feet to an iron pipe; (2) South 2° 47' 45" West a distance of 50.00 feet to an iron pipe; (3) North 87° 12' 15" West a distance of 50.00 feet to an iron pipe; (4) North 2° 47' 45" East a distance of 50.00 feet to the point and place of beginning."

**Town of Killington, VT
(Formerly Town of Sherburne)**

Permitted Encumbrances

**Killington Remote (Lease)
3861 Killington Rd.**

Lease:

The leasehold interest granted to Continental Telephone Company of Vermont, Inc. by the State of Vermont, as evidenced by Memorandum of Lease dated December 3, 1983 has expired. Continental Telephone Company of Vermont, Inc. does not have marketable title to the Property.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made Subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Ludlow, VT

**Tyson Repeater
Route 100 N**

Being all and the same lands and premises conveyed to Contel of Vermont, Inc. by warranty deed of Eloise S. Stryhas and Donald Stryhas dated April 14, 1988 and recorded in Book 117, Page 6 of the Ludlow Land Records. The premises are therein described as follows:
"Being a portion of the land and premises conveyed to Eloise S. Stryhas and Donald Stryhas by Quitclaim Deed from Evelyn E. Scales dated December 20, 1971 and recorded in Book 59 at Page 452 of the Ludlow Town Land Records, and more particularly described as follows:

Commencing at an iron pipe located in the southerly bounds of Vermont Route 100, which iron pipe is located approximately 50 feet southwesterly of the intersection of the center line of a small brook and the southerly bounds of Vermont Route 100 west of the Tyson General Store, so-called; thence south $20^{\circ} 56' 00''$ east a distance of 65.00 feet to an iron pipe; thence north $69^{\circ} 45' 38''$ east a distance of 35.66 feet to an iron pipe; thence north $69^{\circ} 45' 38''$ east a distance of 14.34 feet to a point located in the center line of the above-referenced brook; thence northwesterly along the center line of said brook a distance of 65 feet, more or less, to a point where the center line of said brook intersects the southerly bounds of Vermont Route 100; thence southwesterly along the southerly bound of Vermont Route 100 a distance of 24 feet, more or less, to an iron pipe located in the southerly bounds of Vermont Route 100; thence proceeding southwesterly along the southerly bound of Vermont Route 100 a distance of 26 feet, more or less, to an iron pipe marking the point and place of beginning.

Included herewith, subject to quitclaim covenants only, is all of the Grantors' right, title and interest in and to the • land and premises located between the center line of Vermont Route 100 and the above-described parcel, as bounded on the east and west by northerly continuations of the easterly and westerly boundaries of the above-described parcel.

Reference is hereby made to a survey entitled "A Portion of the Property of Eloise S. & Donald Stryhas to Be Conveyed to Contel of Vermont", drawing No. 1923-88, dated February 10, 1988 prepared by Richard S. Whitham, Vermont registered land surveyor no. 116. 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 an application to develop the lot."

Town of Ludlow, VT

Permitted Encumbrances

**Tyson Repeater
Route 100 N**

- I. State Board of Health Subdivision Regulations: Subject to deferral of permit #DE-2-2492 as issued by the State of Vermont Agency of Environmental Conservation on April 10, 1988, which permit is not recorded in the Ludlow Land Records.
- II. Town Highways: The premises are subject to the right of the public and others to travel over the public highway as the public highway rights of way touch the property.
- III. Riparian Rights: Subject to riparian rights of others in and to the small brook that borders the premises.
- IV. Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Middletown Springs, VT

**Middletown Springs CO
12 South St**

Being all and the same lands and premises conveyed to Vermont Telephone Company of Vermont, Inc. by Warranty Deed of the First Congregational Church of Middletown Springs, Vermont, Inc. dated May 10, 1969 and recorded May 17, 1969 in Book 20 Page 266 and herein described as follows:

"Beginning at an iron pin driven in the ground in the westerly line of Highway Route #133 leading south from Middletown Springs at a point 100 feet, more or less southerly of the intersection of said highway Route #133 and southerly line of the School House Road, so-called, thence North 80° West 150 feet, more or less, to an iron pin driven in the ground; thence North 18° 35' East 100 feet, more or less, to an iron pin driven in the ground in the southerly line of the School House Road, so-called, thence South SO• East along the southerly line of the School house Road, so-called, 150 feet, more or less, to an iron pin driven in the ground at the intersection of the southerly line of said School House Road, so-called and the westerly line of Highway route #133; thence South ISO 35' West along with westerly line of Highway Route 133 100 feet, more or less, to the place of beginning."

Town of Middletown Springs, VT

Permitted Encumbrances

**Middletown Springs CO
12 South St.**

Easements and Rights of Way:

Perpetual easement to CVPSC dated July 28, 1975 of record in Book 21, Page 199 of the Middletown Springs Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/ Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Mount Holly, VT

**Belmont Remote Lease
1341 Belmont Rd**

Being all and same lands and premises conveyed to Continental Telephone Company of Vermont, Inc. by Memorandum of Lease of Leland J. Greenwood and Edna D. Greenwood dated February 16, 1983 and recorded in Book 36, Page 732 of the Town of Mount Holly Land Records and herein described as follows:

"Being a parcel of land in Mount Holly, Rutland County, Vermont, lying easterly of Town Road No.1 and being more particularly bounded and described as follows: Beginning at a pin marked by an iron pipe marking the southwesterly corner of the parcel described herein, said pipe being North 17° 38' 24" West a distance of 386.30 feet from an iron pipe marking the southwesterly corner of lands of Leland J. Greenwood and Edna D. Greenwood and the northwesterly corner of lands now or formerly of Dahlgren; thence proceeding North 16° 12' 18" West along Town Road No. 1 a distance of 25 feet to a point marked by an iron pipe; thence proceeding North 73° 47' 42" East a distance of 25 feet to a point marked by an iron pipe; thence proceeding South 16° 12' 18" East a distance of 25 feet to a point marked by an iron pipe; thence proceeding South 73° 47' 42" West a distance of 25 feet to the point of place of beginning, the last three courses being through lands of said Leland J. Greenwood and Edna D. Greenwood."

The parcel above described is said to contain 625 square feet. Reference to said parcel is more fully depicted on a Plan entitled, "A portion of the lands of Leland J. and Edna D. Greenwood, Mount Holly (Rutland County) Vermont, surveyed for Continental Telephone of Vermont" dated October 19, 1982, from the office of Gordon E. Ainsworth & Associates, Springfield, Vermont, and to be recorded in the Land Records of the Town of Mount Holly.

Town of Mount Holly, VT

Permitted Encumbrances

**Belmont Remote (Lease)
1341 Belmont Road**

I. Easements and Rights of Way

- a. Said lands and premises are Subject to an easement to central Vermont Public Service Corporation and Continental Telephone Company of Vermont, Inc. dated June 19, 1981 and recorded July 14, 1981 in Book 35, Page 429 of the Mount Holly Land Records.
- b. Easements and rights of way set forth in Memorandum of Lease dated February 16, 1983 and recorded in Book 36, Page 732 of the Town of Mt. Holly Land Records.
- c. Easements granted to Central Vermont Public Service Corporation as follows:
 - i. dated July 18, 1952, Book 26, Page 513;
 - ii. dated June 17, 1948, Book 26, Page 145;
 - iii. dated May 17, 1948, Book 26, Page 95.
- d. Water rights conveyed in deed recorded in Book 26, Page 569 of the Mt. Holly Land Records.
- e. Deferral of Permit dated April 28, 1983 recorded in Book 36, Page 424 of the Mount Holly Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made Subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be Subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Pawlet, VT

Pawlet CO

Church St / Route 133 (Pawlet-Danby Rd)

Being all and the same lands and premises conveyed to Vermont Telephone Corporation by Warranty Deed of Howard Moore and Helen Moore dated February 1, 1966 and recorded February 1, 1966 in Book 32, Page 231 and herein described as follows:

"Beginning at an iron pin located about 4 feet westerly of a pine tree on the southerly side of the Pawlet-Danby Road, so-called, at a point a rod and a half southerly of the center line of said road and more definitely located as follows: North $63^{\circ} 30'$ East 48.30 feet from the northwesterly corner, North $45^{\circ} 35'$ East 24 feet from the northeasterly corner and North $21^{\circ} 10'$ East 37.60 feet from the southeasterly corner respectively of the residence of Bessie Troumbley situated on the premises lying adjacent to and westerly of the parcel herein being described; thence from the iron pin at the point of beginning running South $10^{\circ} 30'$ East 130 feet along the easterly line of the said Bessie Troumbley premises to a double elm tree with an iron pipe at the westerly side thereof; thence running North $79^{\circ} 30'$ East parallel to the highway 50 feet along lands supposed to be owned by Howard Moore to an iron pipe; thence running North $10^{\circ} 30'$ West 130 feet to an iron pipe at the southerly side of the said Pawlet-Danby Road; thence running South $79^{\circ} 30'$ West 50 feet along the southerly line of the road to the place of beginning.

Town of Pawlet, VT

Permitted Encumbrances

Pawlet CO

Church St / Route 133 (Pawlet-Danby Rd)

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually ' or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Plymouth, VT

**Plymouth Remote
US Route 100A / Plymouth Union**

Being all and the same lands and premises described in a lease from H. Donald Kroitzsh and wife to Continental Telephone Company of Vermont, Inc. by an instrument dated July 15, 1980 and recorded in the Plymouth Land Records in Book 40 Pages 212-220 and herein described as follows:

"Beginning at a point marked with an iron pin driven in the ground on the northerly side of the highway known as Vermont Route 100A, said point supposed to be the southeasterly corner of lands of the herein grantors and the southwesterly corner of lands now or formerly of Orris Welch said point bearing North 83° OS' East and 259.73 feet distant from the southeasterly corner of the building on the premises of the herein grantors, said building being known as Salt Ash Inn; thence North 55° 00' West 21.04 feet to a point marked with a wood stake driven in the ground, said point marking the southeasterly corner of the parcel herein described; thence South 84° 38' West in a straight line 18.00 feet to a point marked with a wood stake driven in the ground, said point bearing North 79° 24' east and 226.56 feet distant from aforesaid southeast corner of the Salt Ash Inn, and said point also bearing South 85° 40' east and 277.16 feet distant from the northeasterly corner of said Salt Ash Inn building; thence North 05° 22' West in a straight line 16.00 feet to a point marked with a wood stake driven in the ground; thence North 84° 38' east in a straight line 18.00 feet to a point marked with a wood stake driven in the ground; thence South 05° 22' East in a straight line 18.00 to the point which marks the southeasterly corner of the herein described parcel; said parcel herein described containing 288 square feet by measure. Bearings are with respect to approximate magnetic north as observed in June, 1980. Reference may be had to a survey entitled "Land to be leased to Continental Telephone Company by Herbert D. & Virginia Kroitzsh, Plymouth, Vermont", prepared July 3, 1980, by Ralph J. Michael. L.S. No. 130.'1

Town of Plymouth, VT

Permitted Encumbrances

**Plymouth Remote
US Route 100A / Plymouth Union**

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto, (1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Rockingham, VT
(Village of Bartonsville)**

**Bartonsville Remote
28 Upper Bartonsville Rd**

Being all and the same lands and premises conveyed to Contel of Vermont, Inc. by warranty deed of Janice S. Atwood dated January the Rockingham Land Records. The premises are therein described as follows:

Beginning at an iron pin in a stonewall at the most northerly corner of Parcel #4 as shown the map hereinafter referred to, said iron pin being also on the easterly right-of-way limit of Town Road #12 and the southerly right-of-way limit of VT. Rt. #103; thence S 64° 49' E eighty-three feet (83') along the southerly right-of-way limit of Vt. Rt. #103 to a Vt. Highway Monument, thence S 25° 09' E one hundred and sixty-nine feet (169') along the southwesterly right-of-way limit of Vt. Rt. #103 to a Vt. Highway Monument at a stonewall; thence S 82° 03' W one hundred fifteen feet (115') along a stonewall and land now or formerly of Frank E. and Katherine Watson to a stonewall corner; thence N 9° 07' W two hundred and seven feet (207') along a stonewall and the easterly right-of-way limit of Town Road #12 to the point of beginning.

Said parcel consisting of .4 acres, be the same more or less and being shown as Parcel #4 on a plan entitled "Property of Clinton Damon Osterhout (169-96) Rockingham, Vermont" dated January 22, 1980 and bearing Drawing No. 1212-80 and prepared by Southern Vermont Surveys.

Being the second parcel of those lands and premises conveyed to the Grantor herein by Warranty Deed of Clinton Damon Osterhout: dated January 20, 1986 and recorded in Book 198, Page 415 of the Rockingham Land Records.

**Town of Rockingham, VT
(Village of Bartonsville)**

Permitted Encumbrances

**Bartonsville Remote
28 Upper Bartonsville Rd.**

- I. Utility Easements: Possibly subject to power line easement to Central Vermont Public Service Corporation dated January 4, 1961 and recorded January 18, 1961 in Book 143, Page 186 of the Rockingham Land Records.
- II. Other Easements and Rights of Way: Possibly subject to the right of the State of Vermont to maintain an under drain and discharge water as conveyed to the State of Vermont by document dated December 29, 1959 and recorded January 2, 1960 in Book 113, Page 106 of the Rockingham Land Records.
- III. Town Highways: The premises are Subject to the right of the public and others to travel over the public highway as the public highway rights of way touch the property.
- IV. Right of First Refusal: The premises are Subject to a right of first refusal as given to Ronald Patch and Carol Patch in a deed from Clinton Damon Osterhout dated May 22, 1979 and recorded June 4, 1979 in Book 182, Page 328 of the Rockingham Land Records.
- V. Subsequent real and personal property taxes not yet due and payable.
- VI. So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made Subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, Claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Rockingham, VT
(Village of Saxtons River)**

**Saxtons River CO
31 Main St.**

Being all and the same lands and premises conveyed to Central Vermont Telephone Corporation by warranty deed of Frederick L. Osgood dated July 21, 1947 and recorded July 26, 1947 in Book 105, Page 409 of the Rockingham Land Records. The premises are therein described as follows:

"Being all and singular those same lands and premises conveyed to Edward L. Osgood by deed of Gertrude Shepard dated July 12, 1933, recorded in the Land Records of the Town of Rockingham, Vt., in Vol. 77 at page 324 and in that deed described as follows:

Situate at the corner of Main Street and School Street in the Village of Saxtons River and bounded as follows, viz: Beginning at a point on the northerly side of Main Street which point is the southwesterly corner of land of Annie B. Warren; running thence northerly along said Warren westerly line to a point which is sixty nine (69) feet southerly from the southerly line of land conveyed to Fannie B. Knapp by Robert M. Houghton; said last mentioned point is the southeasterly corner of land conveyed to Fannie B. Knapp by Frederick L. Osgood; running thence westerly along the southerly line of land conveyed to Fannie B. Knapp by F. L. Osgood to the easterly side of School Street; thence southerly along easterly side of School Street to the northerly side of Main Street thence easterly along the northerly side of Main Street to the place of beginning.

Further being all and singular those same lands and premises conveyed to the said Grantor herein, Frederick L. Osgood in two separate deeds namely, one deed from Carrie H. Osgood and Earl Osgood dated September 9, 1941 and recorded in said Land Records of the Town of Rockingham in Vol. 100, page 46, and deed from Carrie H. Osgood, guardian of Carlton Osgood and Richard Osgood dated September 9, 1941, and recorded in said Land Records of the Town of Rockingham in Vol. 100, page 45.

Reference is hereby made and had to the above mentioned deeds and the records thereof, and the deeds and records therein referred to for a more particular description of said conveyed premises, and said deeds and records are made a part hereof."

**Town of Rockingham, VT
(Village of Saxtons River)**

**Saxtons River CO (continued)
31 Main St.**

Being all and the same lands and premises conveyed to Continental Telephone Company of Vermont by warranty deed of Donald Dunbar dated March 26, 1974 and recorded April 4, 1974 in Book 172, Page 471 of the Rockingham Land Records. The premises are therein described as follows:

"Meaning and intending hereby to convey all and the same lands and premises which were conveyed to the Grantor herein, by deed of David N. Stearns, widower, deed dated October 1, 1968 and recorded in Book 165, Page 149 of The Rockingham Land Records and more particularly described as follows:

Beginning at the northwesterly corner of the land to be conveyed along the easterly side of School Street which point is the southwest corner of the land now or formerly of Stearns; thence turning and running generally south southeasterly and southerly along School Street a distance of 69 feet to the southwest corner of the property to be conveyed and the northwesterly corner of the land of the grantee; thence turning and running in generally an easterly direction along the northerly line of the grantee a distance of 52.3 feet to a stake set in the ground; thence turning and running generally northerly along the westerly line now or formerly of Jones a distance of 69 feet to a stake set in the ground at the northeasterly corner of the property herein conveyed; thence turning and running generally westerly a distance of 39 feet to the point of beginning along the easterly side of School Street. The northerly line of the property is 16 inches northerly of and parallel to the northerly base of the stone wall located on said property. "

**Town of Rockingham, VT
(Village of Saxtons River)**

Permitted Encumbrances

**Saxtons River CO
31 Main St.**

- I. Town Highways: The premises are subject to the right of the public and others to travel over the public highway as the public highway rights of way touch the property.
- II. Subsequent real and personal property taxes not yet due and payable.
- III. So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

**Town of Shrewsbury, VT
(Village of Cuttingsville)**

**Cuttingsville CO
420 Town Hill Rd.**

Being all the same lands and premises conveyed to Vermont Telephone Corporation by Warranty Deed of Shrewsbury Telephone Corporation dated May 2, 1969 and recorded May 6, 1969 in Book 21, Page 405 of the Town of Shrewsbury Land Records and therein described as follows:

"Commencing at the fence post about on the south line of the highway running through the Town of Shrewsbury which leads from Cuttingsville, so-called, to Shrewsbury Center, so-called, said point being the northeast corner of the land herein conveyed; thence proceeding southerly 71 feet along a fence line to a corner; thence turning approximately a right angle and running westerly along a continuation of said fence a distance of 57 feet to an elm stump at the southwesterly corner of the property herein conveyed; thence turning and running approximately northerly 66 feet 5 inches along a line approximately parallel to the first described line to an iron post; thence turning and running easterly in and along the highway approximately 57 feet to the place of beginning."

**Town of Shrewsbury, VT
(Village of Cuttingsville)**

Permitted Encumbrances

**Cuttingsville CO
420 Town Hill Rd.**

Restrictive or Protective Covenants; Other instruments of Record:

- (a) Historic District structure Permit dated October 16, 1989 and recorded February 24, 1990 in Book 33, Page 357(a) of the Town of Shrewsbury Land Records.
- (b) The premises shall never be used for residential purposes as noted in the Warranty Deed from Harold H. LaPoint and Marion A. LaPoint to Shrewsbury Telephone Co., Inc. dated June 7, 1958 and recorded June 7, 1958 in Book 19, Page 207 of the Town of Shrewsbury Land Records.
- (c) The right-of-way and easement (which now passes over lands conveyed by Shrewsbury Telephone Company to Vermont Telephone Corporation) conveyed by Esther Parker to New England Telephone & Telegraph Company by deed dated August 16, 1969 was released by Quitclaim Deed of New England Telephone & Telegraph Company dated May 30, 1969 recorded in Book 21, Page 478 of the Town of Shrewsbury Land Records.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the ' Premises, or any part thereof, for whatever reason.

**Town of Springfield, VT
(North Springfield)**

**North Springfield CO & Warehouse
Elm Street**

Being all and the same lands and premises conveyed to Springfield Local Telephone Company by warranty deed of Raymond K. Hastings and Thelma H. Hastings dated April 27, 1954 and recorded May 17, 1954 in Book 53, Page 468 of the Springfield Land Records. The premises are therein described as follows:

"Being a portion of all and the same premises which were conveyed to us, the said Raymond K. Hastings and Thelma H. Hastings, by Robert Brown and Elizabeth Brown by their warranty deed which is dated April 16, 1932, and which is recorded in Volume 42, at page 189, of the Land Records of the said Town of Springfield. The herein conveyed premises may be more particularly described as commencing at an iron pin set in the ground on the southeasterly side of Elm Street, in the settlement of North Springfield, and which pin is located 168.85 feet southerly of the bank of the brook as it emerges from underneath the aforesaid Elm Street and from said point in a course south 69 degrees east a distance of 200 feet to the westerly side of the aforesaid brook, now or formerly called "Great Brook"; thence northerly along the westerly bank of said brook to the easterly or southerly side of Elm Street and thence south 21 degrees west a distance of 168.85 feet along the easterly side of said Elm Street to the point of beginning."

**Town of Springfield, VT
(North Springfield)**

**North Springfield CO & Warehouse (continued)
Elm Street**

Being all and the same lands and premises conveyed to Springfield Local Telephone Company by warranty deed of Raymond K. Hastings and Thelma H. Hastings dated July 5, 1960 and recorded May 12, 1965 in Book 60, Page 286 of the Springfield Land Records. The premises are therein described as follows:

"Being a portion of all and the same premises which were conveyed to the Grantors herein by Robert Brown and Elizabeth Brown by their Warranty Deed dated April 16, 1932, which is recorded in Volume 42, at page 189, of the Springfield Land Records.

The herein conveyed premises may be more particularly described as follows: Beginning at an iron pin set in the ground on the southeasterly side of Elm Street in the settlement of North Springfield, which pin is located 168.85 feet southerly of the bank of the "Great Brook", so-called, as it emerges from underneath the aforesaid Elm Street; thence running in, a southwesterly direction along said Elm Street a distance of 89.60 feet to an iron pin set in the easterly or southerly side of said Elm Street; thence turning and running south 71 degrees east for a distance of 110.50 feet to an iron pin set in the ground; thence turning and running south 95 degrees 57 minutes west for a distance of 9.0 feet to an iron pin set in the ground; thence turning and running south 67 degrees 22 minutes east 120.69 feet to an iron pin set in the ground, and continuing in a straight line through the last mentioned pin 12 feet, more or less, to the west bank of the aforesaid brook; thence running in a northerly direction along the west bank of the aforesaid brook to a point where an iron pin is driven in the ground some six feet, more or less, westerly of the west bank of the aforesaid brook; thence turning and running north 69 degrees west from the west bank of the aforesaid brook through the last mentioned pin a distance of 206 feet, more or less, to the point of beginning.

The herein conveyed premises are conveyed subject to an aqueduct right granted to the Town of Springfield by a deed of the Grantors herein, which deed is dated November 19, 1954, and is recorded in the Springfield Land Records in Volume 4, Highway Records, at page 245, to which deed and the record thereof reference may be had for a more particular description. "

**Town of Springfield, VT
(North Springfield)**

Permitted Encumbrances

**North Springfield CO & Warehouse
Elm Street**

- I. Utility Easements: Subject to a power line easement to Central Vermont Public Service Corporation dated ' August 8, 1971 and recorded in Book 63, Page 598 of the Springfield Land Records.
- II. Other Easements and Rights of Way: The premises are subject to aqueduct rights to the Town of Springfield as conveyed by instrument dated and recorded November 19, 1954 in Highway Book 4, Page 245 of the Springfield Land Records.
- III. Town Highways: The premises are subject to the right of the public and others to travel over the public highway as the public highway rights of way touch the property.
- IV. Riparian Rights: The premises are subject to riparian rights of others in and to the Great Brook
- V. Subsequent real and personal property taxes not yet due and payable.
- VI. So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby ' specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Springfield, VT

**Springfield CO
85 Main Street**

Being Unit #2 of the Sav-Tel Condominium established by The Declaration of Condominium with related floor plans and lot plan made by Continental Telephone Company of Vermont, Inc. as Declarant, dated August 29, 1986, and recorded in the Springfield Town Land Records, to which reference is made for a more particular description of the rights, interests, limitations, restrictions and covenants of said Unit #2, and which are incorporated herein by reference.

Said Unit #2 is conveyed with its appurtenant interests in common areas and facilities, a Twenty-six (26) percent undivided interest allocated to Unit #2 by the Declaration of Condominium, and it is subject to and benefited by the limitations, restrictions, easements, covenants and other governing provisions therein set forth or made pursuant thereto.

Town of Tinmouth, VT

**Tinmouth Pond Remote
9 East Shore Drive / Town Highway #25**

Being all and the same lands and premises conveyed to Continental Telephone Company of Vermont, Inc. by Warranty Deed of Erland Nash and Stella Nash dated May 8, 1986 and recorded July 3, 1986 in book 23 page 127 and herein described as follows:

"Beginning at an iron pin located South 77° 30' West approximately 100 feet from a point near the center of a private right of way leading from Town Highway No. 25 to Chipman Lake, which point is located above a brook and culvert passing under said Right of way; thence proceeding South 1 30' East a distance of 18.98 feet to an iron pin; thence South 82° 30' West a distance of 50.00 feet to an iron pin; thence North 7°30' West a distance of 50.00 feet to the iron pin; thence North 82° 30' East a distance of 50 feet to an iron pin; thence South 70° 30' East 31.02 feet to an iron pin marking the point of beginning. Said parcel contains 2500 square feet.

Included herewith is a right of way from the above described parcel to the above described private right of way, located and described as follows: Commencing at the iron pin marking The point of beginning in the above described parcel, thence North 77 30' East a distance of 95.56 feet to a point in the westerly line of said private right of way; thence North 50° 34' 20" West a distance of 15.24 feet to a point in the westerly line of said private right of way; thence South 77° 30' West a distance of 85.11 feet to an iron pin located in the easterly line of the above described parcel; thence South 7°30' East a distance of 12.04 feet to the iron pin marking the point of beginning.

Further included herewith is another right of way 15 feet in width and running northerly and northwesterly from the northwesterly corner of the intersection of Town Highway No. 25 and the above described private right of way, to and intersecting with the first above described right of way. Meaning and intending hereby to convey a right of way that has for its easterly and northeasterly boundary, the westerly and southwesterly boundary of the private right of way leading from Town Highway No. 25 to Chipman Lake, and that has for its westerly and southwesterly boundary a line 15 feet equidistant from the westerly and southwesterly line of said private right of way running from Town Highway No. 25 to Chipman Lake."

Town of Tinmouth, VT
Permitted Encumbrances
Tinmouth Pond Remote
9 East Shore Drive / Town Highway #25

I. Easements and Rights-of-Way:

(a) Access: The deed purports to include rights-of-way running to Town Highway No. 25, an accepted street. However, a survey on file in the Tinmouth Town Clerk's Office as prepared by Roberts & Franzoni, Inc. entitled "Continental Tel of Vermont Parcel Erland and Stella Nash Property, Town Highway No. 25, Tinmouth" dated November, 1985 and recorded June 24, 1986 indicates that "there is no record of Erland and Stella Nash having a right-of-way over the drive easterly of their property line."

(b) The premises are subject to public utility pole line easements as noted in the Warranty Deed from George W. Ballard, Sr. and Ennis A. Ballard to Erland Nash and Stella Nash dated September 7, 1983 and recorded September 13, 1983 in Book 22, Page 123.

(c) The premises are subject to any rights-of-way of others along the shore of Tinmouth Pond and subject to any easements of CVPS as well as the indication that the premises may be glebe land as noted in the Warranty Deed from Armin Franke and Elizabeth Franke to Erland Nash and Stella Nash dated June 10, 1971 and recorded December 28, 1971 in Book 19, Page 172.

(d) The premises are subject to an easement deed from Armin Franke and Elizabeth Franke to CVPS dated May 28, 1969 and recorded August 16, 1969 in Book 18, Page 241.

(e) The premises are Subject to an easement from Armin Franke and Elizabeth Franke to CVPS dated November 2, 1966 and recorded November 29, 1966 in Book 17, Page 433.

II. Glebe Land:

The deed of Armin Franke and Elizabeth Franke to Erland Nash and Stella Nash dated June 10, 1971, recorded in Book 19, Page 172 states the premises or a portion thereof may be Glebe Land. The deed of Nash to Continental Telephone Company of Vermont, Inc. stated there were no rents due as of the date of that deed.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made Subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions "of the Vermont Marketable Title Act (27 V.S.A. S601-606) of the" date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at " law or in equity has ceased to encumber the Premises," or any part thereof, for whatever reason.

Town of Wallingford, VT

**Wallingford CO & Garage
Route 7 South**

Being all and the same lands and premises conveyed to Continental Telephone Company of Vermont, Inc. by Warranty Deed of Frank C. Bruce and Jane G. Bruce dated September 14, 1972 and recorded September 15, 1972 in Book 35, Page 470A and herein described follows:

"Beginning at an iron pipe on the easterly line of State Highway US Route #7, said iron pipe located southeasterly 88 feet from the northeasterly corner of the residence on the westerly side of said highway, and 89 feet from southeasterly corner of said residence, thence from the point of beginning running North 36° 00' East along the easterly line of said highway 125 feet to an iron pipe; thence running North 40° 20' East continuing along the easterly line of said highway 200.6 feet to a point easterly of the end of a three foot concrete box culvert, said point being 40 feet easterly of the center line of said US Route #7; thence running North 31° 40' East continuing along the easterly line of said US Route #7, 71.20 feet to an iron pipe; thence running along lands of Frank Bruce and wife in following courses:

South 54° 00' East 240 feet to an iron pipe; South 36° 00' West 319 feet to an iron pipe; North 72° 00'; West 262.90 feet to the point of beginning."

The above described parcel contains 2 acres.

Town of Wallingford, VT

Permitted Encumbrances

**Wallingford CO & Garage
Route 7 South**

I. Easements and Rights-of-Way:

- a. Said lands and premises are subject to a CVPS and continental Telephone Company of Vermont easement granted by Contel of Vermont, Inc. dated June 25, 1990 and recorded July 16, 1990 in Book 55, Page 156.
- b. The premises are subject to an easement deed from Frank and Jane Bruce to CVPS and Continental Telephone Company of Vermont dated March 1, 1973 and recorded March 19, 1973 in Book 36, Page 135.
- c. The premises may be subject to various easements, restrictions, reservations, rights, conditions and covenants as noted in the Warranty Deed from Alfred G. Chickering and Marion T. Chickering to Frank C. Bruce and Jane G. Bruce dated September 17, 1968 and recorded September 17, 1968 in Book 34, Page 138, which may include easements to the Rutland County Telephone and Telegraph Company, CVPS and the rights of the Vermont Railway Corporation as noted therein.
- d. The premises are subject to an easement deed from Manfred R. Ewing and Mildred D. Ewing to CVPS dated February 17, 1966 and recorded June 8, 1966 in Book 33, Page 203.
- e. The premises may be subject to various rights-of-way and easements as noted in the Warranty Deed from Glen W. Rublee and Elgie L. Rublee to Manfred R. Ewing and Mildred D. Ewing dated September 1, 1959 and recorded September 2, 1959 in Book 30, Page 291.
- f. The premises are subject to a right-of-way as noted in the right-of-way deed from Glen W. Rublee and Elgie L. Rublee to Rutland County Telephone and Telegraph dated March 4, 1953 and recorded March 5, 1953 in Book 29, Page 384.
- g. The premises may be subject to numerous pipe line rights, utility easements and rights-of-way as noted in the Warranty Deed from Elmer N. Burke and Caroline W. Burke to Glenn W. Rublee and Elgie L. Rublee dated January 21, 1952 and recorded January 22nd, 1952 in Book 29 at Page 287.
- h. The premises may be subject to railroad rights-of-way as noted in the Executors Deed of Elizabeth H. Biglow, Executrix of the Estate of William Kenneth Biglow to Glenn W. Rublee and Elgie L. Rublee dated June 2, 1948 and recorded June 5, 1948 in Book 26, Page 370.
- i. The premises may also be subject to certain water rights as noted in the Deed from D. Eddy Potter dated August, 1926 and recorded in Book 23, at Page 364.
- j. The premises are subject to various utility easements of record.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the Terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Wallingford, VT

**Mount Holly CO
East Wallingford, Route 140 East**

Being all and the same lands and premises conveyed to Rutland County Telephone and Telegraph Company by Warranty Deed of Hollister J. Fletcher dated April 30, 1958 and recorded August 23, 1961 in Book 30 Page 423 and herein described as follows:

"Beginning a point marked by an iron pin driven in the ground 46 feet southerly from the southwesterly corner of the present fire house situated on other lands of the Grantor herein; thence running South 80° East 38 1/2 feet to a point marked by an iron pin, 46 feet westerly of the southwesterly corner of the Baptist Church; thence running South 8° 30' West 47 1/2 feet to an iron pin, thence running South 81° East 69 feet to an iron pin; thence running South 11° West 91 1/2 feet and crossing the brook to an iron pin; thence running North 71° 30' West 104 feet to an iron pin, and thence North 8° East recrossing said brook 124 feet to the point and place of beginning.

There is included in this conveyance to the grantee, his heirs and assigns, a right of way for all purposes of ingress and egress to and from the herein conveyed lands and the public highway over, across and along the lands of the grantor herein lying westerly of the hereinbefore mentioned fire house."

Town of Wallingford, VT

Permitted Encumbrances

Mount Holly CO

East Wallingford, Route 140 East

- I. Easements and Rights-of-Way:
 - a. Access: There is included in the deed a right-of-way for purposes of ingress and egress to and from the premises to the public highway over, across and along the lands now or formerly of Hollister J. Fletcher (grantor).
 - b. An easement deed from Hollister J. Fletcher to Central Vermont Public Service Corporation dated June 11, 1957 and recorded June 28, 1957 in Book 30, Page "151.
- II. Protective Covenants; Other Restrictions or Matters of Record:
 - a. There is recorded in Book 40, Page 499 a document entitled "Selectmen I s Return In Re: Altering and Widening of Vermont Route 140, project S#1138 (2) SA; Wallingford TH 3710; a copy is attached as Schedule B. While Continental Telephone of Vermont is listed as grantor, the Return does not indicate what, if any, land or rights were taken.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of the Vermont Marketable Title Act (27 V.S.A. §601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the Premises, or any part thereof, for whatever reason.

Town of Wells, VT

Permitted Encumbrances

**Wells Remote
288 E. Wells Rd.**

- I. Easements and Rights of Way:
 - a. The property is subject to slope and related rights as set forth in deed dated February 6, 1973, of record in Book 37 at Page 76, and deed recorded in Book 38, Page 266 of the Wells Land Records.
 - b. Easement conveyed to CVPSC and Continental Telephone of Vermont, Inc. dated October 21, 1988, recorded in Book 47, Page 114 of the Wells Land Records.
 - c. Easements conveyed to CVPSC as follows:
 - i. dated July 21, 1982, Book 40, Page 163;
 - ii. dated July 18, 1972, Book 36, Page 526;
 - iii. dated September 6, 1969, Book 36, Page 191;
 - iv. dated July 8, 1957, Book 33, Page 244;
 - v. dated July 16, 1967, Book 35, Page 397;
 - vi. dated July 7, 1954, Book 33, Page 1;
 - vii. dated August 22, 1950, Book 32, Page 355.
- II. Land Use and Environmental Permits:
 - a. Deferral of Permit No. 0-1-0865 dated August 19, 1983, recorded in Book 41, Page 53 and Waiver of Development Rights set forth therein.
 - b. Deferral of Permit D-1-1S13 dated July 2, 1990, recorded in Book 48, Page 427.
- III. Protective Covenants/Other Restrictions of Records:
 - a. Right of way maintenance agreement as set forth in Warranty Deed of Harvey L. Haskins, Trustee under an Indenture of Trust, and Gertrude M. Haskins dated May 18, 1990 recorded in Book 48, Page 470 of the Land Records of the Town of Wells.

Subsequent real and personal property taxes not yet due and payable.

So much of the property conveyed by this instrument as is not specifically described in one or more of the attachments hereto,

(1) may be occupied under a lease, and this instrument is specifically made subject to the terms of such lease; or (2) constitutes an easement for a telephone line, owned by the Grantor/Mortgagor/Borrower individually or in common with one or more other utility companies; and in the case of both leasehold rights and easements, both are/or may be subject to encumbrances, claims, conditions, easements, rights of way and covenants for the benefit of others, which have not been barred by the provisions of

the Vermont Marketable Title Act (27 V.S.A. S601-606) as of the date of this deed. By inclusion of this language the Grantor/Mortgagor/Borrower does not intend to and hereby specifically disclaims any intent to renew, restore, or reinstate any matter which at law or in equity has ceased to encumber the premises or any part thereof, for whatever reason.

Town of Wells, VT

**Wells Remote
288 E. Wells Rd.**

Being all and the same lands and premises conveyed to Contel of Vermont, Inc. by Warranty Deed of Harvey L. Haskins, Trustee under an Indenture of Trust, and Gertrude M. Haskins dated May 18, 1990 recorded in Book 48, Page 470 of the Land Records of the Town of Wells and being more particularly described therein as follows:

Beginning at an iron pin set in the southerly bounds of Town Highway No.1 (East Wells Road) which pin is located S 78° 15' W 246.0 feet from a Vermont highway department survey marker consisting of a metal disc set in the north side of the bridge located at the intersection of Town Highways 1 and 5; thence S 15° 08' E 67.7 feet to an iron pin; thence S 88° 30' W 118.6 feet to an iron pin; thence N 04° 10' W 65.9 feet to an iron pin set in the southerly bounds of Town Highway No.1; thence N 88° 30' E in the southerly bounds of Town Highway No.1, 105.7 feet to the point and place of beginning, and containing 0.17 acres. All bearings are magnetic as of April, 1983.

Included herewith is a right of way for ingress and egress to the above described parcel, over, across and upon other adjacent lands of Haskins, which right of way shall be located within a 30 foot wide "L" shaped parcel lying adjacent and parallel to the easterly and southerly lines of the above described parcel.

Reference is made to a survey entitled "A Portion of Land of the Haskins Trust to be conveyed to Contel of Vermont, Inc." dated January 1990 and prepared by Kenneth A. Grant, Vermont Registered Land Surveyor No. 476, which survey shall be recorded in the Wells Land Records.

Reference is made to the aforementioned instruments, the records thereof, and the references therein contained, all in further aid of this description.

Town of Windham, VT

**Windham Remote
274 Horsenail Hill Rd**

Being all and the same lands and premises conveyed to Vermont Telephone Company, Inc. by warranty deed of Clarence W.H. Merritt and Carol C. Merritt, his wife, dated August 25, 2005 and recorded August 25, 2005 in Book 42, Pages 531-532 of the Windham, VT Land Records. The premises are therein described as follows:

Being Merritt Parcel #2 as described in that certain plan entitled "Property to be leased to CONTEL of Vermont, Windham, Vermont", dated 11/5/85, 1" = 10', Dwg. #1744-85 by Southern Vermont Surveys as recorded at Map 88 of the Windham Town Records. Said Merritt Parcel #2 being described as follows:

Beginning at an iron pipe set in the westerly right-of-way limits of Windham Town Road #6, said corner being located 60' +/- northwesterly from the centerline intersection of Town Road #6 and Town Road #4; thence S 50 degrees 25' 42" W, 36.20' across a small brook, to an iron pipe set in the ground; thence N 47 degrees 02' 07" W, 404.57' crossing said brook, to an iron pipe set in the ground; thence N 62 degrees 21' 15" E, 179.00', to an iron pipe set in the westerly right-of-way limits of Town Road #6; thence southeasterly and southerly along said right-of-way limits, 378' more or less to the point of beginning. Containing 1.02 acres, and being one and the same land described in that certain MEMORANDUM OF LEASE recorded in the Windham, Vermont Town Clerk's Office on February 16, 1986. The above Merritt Parcel #2, being a portion of Parcel #1 as described in that certain conveyance by Charles H. Merritt to Clarence W. H. Merritt dated December 19th 1977. Which Parcel #1 was a part of the property deeded to Charles H. Merritt by Amelia W. Merritt in her Warranty Deed dated May 17, 1938, and recorded on June 9th, 1938, in Book 14, Pages 300-301 of the Windham Town Land Records.

The foregoing conveyance is made subject to all easements, rights-of-way, water and aqueduct rights or encumbrances in the nature thereof of record.

RECITAL: WAIVER OF DEVELOPMENTAL RIGHTS: 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 an application to develop the lot (Reference is made to Permit #DE-2-2169)

ATTACHMENT 1

UNIFORM SYSTEM OF ACCOUNTS

All references regarding account numbers are to 47 C.F.R. Part 32

ACCOUNT NAMES

ACCOUNT NUMBERS CLASS A CLASS B

NET INCOME OR NET MARGINS: the sum of the balances of the following accounts of the Borrowers/Mortgagors

Local Network Services Revenues)		
Network Access Services Revenues)		
Long Distance Network Services Revenues)	5000s	thru 5300s
Miscellaneous Revenues)		
LESS: Uncollectible Revenues)		
Other Operating Income and Expense	7100*	7100
Non-operating Income and Expense	7300*	7300
Income Effect of Jurisdictional Rate-making Difference – Net	7910	7910
Non-regulated Net Income	7990	7990
Other Non-regulated Revenues	7991	7991
LESS: balances of the following accounts:		
Plant Specific Operations Expense)		
Plant Non-specific Operations Expense)	6100s	thru 6700s
Customer Operations)		
Corporate Operations)		
Operating Taxes	7200*	7200
Non-operating Taxes	7400*	7400
Interest and Related Items	7500*	7500
Extraordinary Items	7600*	7600

INTEREST EXPENSE: the sum of the balances of the following accounts of the Borrowers/Mortgagors

Interest and Related Items	7500*	7500
Interest on Funded Debt	7510	
Interest Expense – Capital Leases	7520	
Amortization of Debt Issuance Expense	7530	
Other Interest Deductions	7540	
LESS: Allowance for Funds Used During Construction	7340	7300.4

TOTAL TELECOMMUNICATIONS PLANT: the sum of the balances of the following accounts of the Borrower/Mortgagor

Telecommunications Plant in Service	2001	2001
Property Held for Future Telecommunications Use	2002	2002
Telecommunications Plant Under Construction – Short Term	2003	2003
Telecommunications Plant Under Construction – Long Term	2004	2004
Telecommunications Plant Adjustment	2005	2005
Non-Operating Plant	2006	2006
Goodwill	2007	2007

***Summary Accounts**

NET WORTH OR EQUITY: the sum of the balances of the following accounts of the Borrowers/Mortgagors

Capital Stock	4510
Additional Paid-in-Capital	4520
Treasury Stock	4530
Other Capital	4540
Retained Earnings	4550

NOTE: For Non-Profit Organizations – Owner's equity shall be shown in sub-accounts of 4540 and 4550.

TOTAL ASSETS: the sum of the balances of the following accounts of the Borrowers/Mortgagors

Current Assets	1100s	thru	1300s
Non-Current Assets	1400s	thru	1500s
Total Telecommunications Plant	2001	thru	2007
LESS: Accumulated Depreciation	3100	thru	3300s
LESS: Accumulated Amortization	3400	thru	3600s

DEPRECIATION AND AMORTIZATION: the sum of the balances of the following accounts of the Borrowers/Mortgagors

Depreciation and Amortization Expenses	6560*
Depreciation Expense – Telecommunications Plant in Service	6561
Depreciation Expense – Property Held for Future Telecommunications Use	6562
Amortization Expense – Tangible	6563
Amortization Expense – Intangible	6564
Amortization Expense – Other	6565