

IN WITNESS WHEREOF, I have hereunto signed this instrument this 5<sup>th</sup> day of March, 2018.

IN PRESENCE OF:

[Signature]  
Witness

ADDISON CENTRAL SCHOOL DISTRICT

By: [Signature]

Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF ADDISON, SS.

Middlebury  
~~At Addison~~ in said County and State, on this 5<sup>th</sup> day of March, 2018, personally appeared Peter Dunne, Duly Authorized Agent for Addison Central School District, and he/she acknowledged this instrument, by him/her sealed subscribed, to be his/her free act and deed, and the free act and deed of Addison Central School District.

Before me [Signature]

Notary Public

My Commission Expires: 2/10/19

CARROLL, BOE & FELL, P.C.  
64 COURT STREET  
MIDDLEBURY, VT 05753  
(802) 388-6711  
FAX 388-2111

Cornwall Town Clerk's Office  
received for record March 9, 2018  
at 4:30 p.m. Recorded in Book 84  
page 15-218 of Cornwall Land Records,  
Attest: [Signature] Clerk

Deed pursuant to the terms as stated above.

TO HAVE AND TO HOLD all right and title in and to said quitclaimed premises, with the appurtenances thereof, to the said Grantee, ADDISON CENTRAL SCHOOL DISTRICT, and its successors and assigns for so long as the premises and appurtenances are used as a school facility for the actual onsite educational activities or instruction of students.

AND FURTHERMORE, the said Grantor, TOWN OF CORNWALL, for itself and its successors and assigns, covenants with the said Grantee, ADDISON CENTRAL SCHOOL DISTRICT, its successors and assigns, that from the ens sealing of these presents, the said Grantor, will have and claim no right in or to the said quitclaimed premises other than as hereinabove stated.

IN WITNESS WHEREOF, I have hereunto signed this instrument this 28th day of February, 2018.

IN PRESENCE OF:


TOWN OF CORNWALL

  
Witness

By:   
Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF ADDISON, SS.

At Middlebury, in said County and State, on this 28th day of February, 2018, personally appeared Benjamin Marks, Duly Authorized Agent for the Town of Cornwall, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of the Town of Cornwall.

Before me,   
Notary Public  
My Commission Expires 2/10/19

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In the event the Grantee discontinues use of the property conveyed herein as a school facility for the actual onsite educational activities or instruction of students, or the Grantee determines that it will discontinue the property for such use, the property shall revert to the Grantor and the Grantee shall convey such real property, subject to any restrictions in this deed, for the sum of one dollar, to the Grantor, free from any encumbrances or liens of record which are created and filed of record subsequent to the date of this conveyance.

Grantor, for itself, its successors and assigns, retains a perpetual easement and right of way over, upon and through the above described parcel of land along and within the existing confines of Town Highway No. 24, also known as School Road, so-called, for the purposes of providing access and utilities to and from other lands of the herein Grantor only. Reference is hereby made to the LaRose Survey which describes the physical confines of the easement reserved herein, which are depicted on the LaRose Survey as "T.H. 24 R-O-W lines" extending to its most easterly point, which for purposes of this retained easement shall be construed to include the 60.52' x 77.51' x 57.5' x 77.56' area shown on the LaRose Survey at the easterly terminus of Town Highway 24.

Grantee hereby covenants and agrees, as a condition of accepting this Deed, to continuously maintain the name of the school premises and facility as the "Anna Stowell Sunderland Bingham Memorial School" and to further maintain the plaque which references the naming of the school.

Grantee hereby covenants and agrees to allow use of the property and access thereto by Grantor for the current and future purposes of conducting municipal activities such as, but not limited to, town wide meetings and events, educational workshops and presentations, pre-kindergarten and lifelong learning programs, recreational use and access to the playing fields, playgrounds, nature trails and other facilities on the property, use as a polling venue for town wide voting, use as a transfer station and recycling center for solid waste disposal, and use as a community garden or farmer's market; provided, however, that said uses shall be coordinated, consistent with past practice, with Grantee's use of the Property for educational purposes.

Grantee hereby covenants and agrees that it shall abide by all terms and conditions of that certain Vermont Department of Environmental Conservation, Drinking Water and Groundwater Protection Division ("VDEC"), Source Protection Plan WSID #6680, or any successor plan as approved by VDEC, or any successor agency.

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

The Grantee is hereby signing this Quit Claim Deed to acknowledge its acceptance of this

QUIT-CLAIM DEED

KNOW ALL PEOPLE BY THESE PRESENTS that the TOWN OF CORNWALL, a municipality existing under the laws of the State of Vermont, located in the Town of Cornwall, Vermont, Grantor, in consideration of One and More Dollars paid to its full satisfaction by the ADDISON CENTRAL SCHOOL DISTRICT, a unified union school district existing under the laws of the State of Vermont, located in the Town of Middlebury, Vermont, Grantee, has REMISED, RELEASED AND FOREVER QUITCLAIMED unto the said Grantee, ADDISON CENTRAL SCHOOL DISTRICT, its successors and assigns, certain lands and premises in the Town of Cornwall, in the County of Addison, and State of Vermont, described as follows, viz:

Being all and the same lands and premises, together with the existing school building, conveyed to the Town of Cornwall by Warranty Deed of Edward H. Peet and Lucy C. Peet dated May 29, 1959, and recorded in the Cornwall Land Records in Book 20 at Page 230. Reference is further made to a Quit Claim Deed from Mary Green, Guardian to Lucy C. Peet, dated November 17, 1980, and recorded in the Cornwall Land Records in Book 28 at Page 232. Said lands consist of 5.32 acres, more or less, with existing school building located thereon, and are depicted on a survey map entitled “‘Anna Stowell Sunderland Bingham Memorial School’ Owned by: Town of Cornwall, Addison County, Vermont” prepared by Ronald L. LaRose, RLS #272, dated January 28, 1981, and recorded in the Town of Cornwall Map Records as Map No. 8 (“LaRose Survey”).

By this deed Grantor consents to the assignment by Cornwall School District a/k/a The Anna Sunderland Stowell Bingham Memorial Elementary School, to the herein Grantee, of its rights and duties under a Wind Tower License Agreement between Cornwall School District a/k/a The Anna Stowell Sunderland Bingham Memorial Elementary School and the Town of Cornwall dated August 16, 2016, and recorded in the Cornwall Land Records in Book 82 at Page 356. By acceptance of this Deed, Grantee agrees to assume and be bound by any and all terms, conditions, contingencies and obligations as described in said Wind Tower License Agreement.

This conveyance is made pursuant to the Articles of Agreement establishing the Addison Central School District, a unified school district, previously approved by the voters of the Town of Cornwall. Further reference is made to Notice given by the Grantor, Town of Cornwall, pursuant to 24 V.S.A. Section 1061 published in the Addison County Independent on May 22, 2017. By execution of this deed, Grantor certifies that, as of the date of this deed, Grantor has neither received nor received notice of the filing of a petition under 24 V.S.A. Section 1061(a)(2).

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