

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (2-3-10)

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101 Corporate Place, Rocky Hill, CT 06067

Policy No. EOP 03179524	Policy Amount \$300,000.00	Policy Date 8/24/2012
Agent Name VERMONT (VATC)		Agent No. 009997

**EXPANDED PROTECTION OWNER POLICY
SCHEDULE A**

Deductible Amounts and Maximum Dollar Limits of Liability for Covered Risks 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A	\$10,000.00

1. Name of Insured:

Bob Borrower and Bonnie Borrower

2. Title to the estate or interest in the Land is vested in fee simple in:

Bob Borrower and Bonnie Borrower

3. The Land referred to in this Policy is described as follows:

205 Elm Brook Road, Arlington, Vermont 05250.

A copy of the Property Description of said Land is attached hereto.

Countersigned and validated:

By _____

Signature of Issuing Attorney

Andrew D. Mikell Esq.

Please Print or Type Name of Issuing Attorney

Policy not valid unless Schedule B - Part I and Vermont Definitions Endorsement attached.

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**EXPANDED PROTECTION OWNER POLICY
SCHEDULE B - PART I
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights of persons in possession other than the Insured which are not shown by the Public Records.
2. Any easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the Land would disclose and which are not shown by the Public Records.
3. Unrecorded mechanics' liens.

General Exceptions numbered NONE are hereby deleted and, subject to all other provisions hereof, the Insured is insured against loss by reason of matters mentioned in such exceptions.

Special Exceptions:

4. Real estate taxes, municipal assessments and private association assessments, if any, including liens and assessments, not yet due and payable.
5. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, easements, options, powers of attorney and limitations on title, created by the laws of the State of Vermont or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

See attached Continuation Sheet for additional Exceptions from Coverage.

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CONTINUATION SHEET

Policy No. EOP03179524

Schedule B Exceptions are continued as follows:

10. Subject to the protective covenants and restrictions of the Fogg Woods Subdivision dated April 17, 1979 and recorded in Book 17, Page 194 as amended on August 31, 1987 and recorded in Book 19, Page 154 of the Arlington Land Records.
12. Matters depicted and notes described on a survey map entitle "Portion of Fogg Property" by Wayne D. Richmond, P.E., dated August 1978, and filed as Slide #15, formerly filed in Map Book 1, Page 12 on April 20, 1979 in the Arlington Land Records.
13. Rights of others, if any, to a utility easement in the deed of the Muriel H. Fogg, Administratrix of the Estate of Simon L. Fogg, dated March 28, 1979 and recorded in Book 17, Pages 191-192 of the Arlington Land Records.

HELPFUL TIPS:

- *Schedule B, Exceptions should contain anything of record that burdens the subject property. If it is unclear whether an easement benefits or burdens the property, use the language from exception #13 above.*
- *Permits of any kind are typically not listed unless there is a violation of record.*

CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Connecticut Attorneys Title Insurance Company and our affiliates.

We may collect nonpublic personal information about you from the following sources:

- ~ Information we receive from you such as on applications or other forms.
- ~ Information about your transactions we secure from our files, or from our affiliates or others.
- ~ Information we receive from a consumer reporting agency.
- ~ Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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Property Description

Policy No. OP03179524

[UPDATE THE PROPERTY DESCRIPTION OF A FINAL MP AND/OR OP, IF PURCHASE OR OTHER DEED TRANSFER, USING SAMPLE LANGUAGE BELOW...]

Being all the same land and premises conveyed to Barney M. Borrower and Barbara Borrower by the Warranty Deed of Samuel L. Seller and Susan R. Seller, dated August 24, 2012 and recorded April 30, 2012 in Book 189, Page 259 of the Arlington Land Records.

[UPDATE THE PROPERTY DESCRIPTION OF A SHORT FORM, IF PURCHASE OR OTHER DEED TRANSFER, USING SAMPLE LANGUAGE BELOW...]

Being all of the same land and premises as were conveyed to Barney M. Borrower and Barbara Borrower by deed of Samuel L. Seller and Susan R. Seller dated and recorded in the City/Town of Arlington Land Records of even date herewith and more particularly described as follows:

Being a parcel of land said to contain 1.01 acres, more or less, with dwelling and other improvements thereon, situated at 97 Elm Brook Road in Arlington (Town Parcel # 01-1680). Being all and the same land and premises conveyed to Samuel L. Seller and Susan R. Seller by the Warranty of John Q. Adams, dated December 5, 2002 and recorded in Book 24, Pages 546-547.

The property is depicted as Lot #3 on a survey map entitled "Portion of Fogg Property" by Wayne D. Richmond, P.E., dated August 1978, and filed as Slide #23, formerly filed in Map Book 1, Page 12 on April 20, 1979.

Also conveyed herewith is an easement for power extending from an existing pole on Lot 4 as depicted on the above-referenced survey map as referenced in the deed of Muriel H. Fogg, Administratrix of the Estate of Simon L. Fogg, dated March 28, 1979 and recorded in Book 17, Pages 191-192.

The land and premises are conveyed subject to the protective covenants and restrictions of the Fogg Woods Subdivision, which are contained in a document dated April 17, 1979 and recorded in Book 17, Pages 194-196, as amended on August 31, 1987 and recorded in Book 19, Page 154. Subject to and benefitted by utility line easements and rights-of-way as may be of record; provided, however, that this paragraph shall not be deemed to reinstate any such interest heretofore extinguished by the Vermont Marketable Title Act, 27 VSA §601 et seq and any amendments thereto.

Reference is directed to the aforementioned deeds and survey map, the records contained therein and to the Town of Arlington Land Records in aid of this description.

HELPFUL TIP:

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Property Description

Policy No. OP03179524

- *The property description should match the most recent deed to the property. It should include any easements or rights of way that BENEFIT the subject property. It should be updated to reflect any new deeds recorded in conjunction with the closing. Use the language listed above.*

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POLICY TRANSMITTAL FORM

Policy No.MP 03179523OP 03179524PC 03179520**Transaction Type**

- Purchase
 Refinance

Property Type

- Residential 1-4 Family Dwelling
 Non-Residential - All other properties

Property Address: 205 Elm Brook Road, Arlington, VT 05250**Gross****Premium** \$ 1,095.00**ENCLOSED WITH THE ABOVE POLICY/POLICIES ARE THE FOLLOWING**CATIC Net Premium \$ 399.00Title Information Report (TIR) Fee\$ 0.00

TIR Number: _____

Total Amount Enclosed\$ 399.00

Title Update Fee (Separate Check)\$ 0.00*Items in bold are required for each policy***MORTGAGEE POLICY:****■ Description from Mortgagee Deed****OWNER POLICY:****■ Description from Warranty Deed****SUPPORTING DOCUMENTATION:**

- Copy of Payoff Letter and Payoff Check
(If release of mortgage not obtained at closing)
- Owner's Affidavit (A-100)
- Survey
- Post Purchase Owner Policy Affidavit (A-109)
- Mechanic's Lien Waiver (A-110 and A-110.1)

Comments

Member No. 009997M Member Name VERMONT (VATC)

Prepared by _____

Date 9/26/2011

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ENDORSEMENT AMENDING ARBITRATION CLAUSE EXPANDED OWNER POLICY

Attached to and made a part of Owner Policy No. OP03179524

The Policy is hereby amended by deleting the existing Paragraph 11, Arbitration, from the Conditions and replacing it with the following Paragraph 11, Arbitration:

11. ARBITRATION

- a. Arbitration is available only if both You and We agree to have the matter decided by arbitration. Either You or We may make a written demand for arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). These are the Rules We choose to apply when the matter is decided by arbitration. You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.



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By

A handwritten signature in black ink, appearing to read "Richard J. Patterson".

RICHARD J. PATTERSON
PRESIDENT

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VERMONT DEFINITIONS ENDORSEMENT For Use with the Expanded Protection Owner Policy (2-3-10)

Attached to and made a part of Policy No. OP03179524

The paragraph in Section 1 of the Conditions of the policy defining "Public Records" is hereby deleted, and replaced with the following:

"Public Records": The land records maintained pursuant to 24 V.S.A. § 1154 and 27 V.S.A. §§ 401-403. "Public Records" shall not include records maintained by any other federal, state or local office, court and/or other location.

The following Paragraph is hereby added as an additional definition within Section 1, the Definitions, of the Conditions of the policy:

"Unmarketable": The condition when an alleged or apparent matter, not excluded or excepted from coverage, affects the Title to the Land so as to entitle a purchaser of the Title or lender on the Title to be released from the obligation to purchase or lend by virtue of a contractual condition requiring the delivery of marketable title. "Unmarketable" does not include an alleged or apparent matter affecting the physical condition, use and/or value of the Land insured by this policy.

The following Paragraphs are hereby added as additional definitions within Section 1, the Definitions, of the Conditions of the policy:

"Notice" (as used in Covered Risks 12, 14 and 15): An actual written document recorded in the Public Records that was expressly created for the purpose of disclosing the extent of the infringement or intention to enforce. "Notice" does not include inquiry notice, and is not to be implied, imputed, or constructed. "Notice" does not include the failure to obtain or amend any permit, or other similar document, required to be issued pursuant to any law, ordinance, governmental regulation or police power;

"Violation of a subdivision law or regulation" (when used in Covered Risk 16): The breach of a subdivision law or regulation resulting in an actual written document filed in the municipal planning or zoning office or recorded in the Public Records that was expressly created for the purpose of disclosing the extent of the infringement or intention to enforce;

"Violate an existing zoning law or zoning regulation" or "Violates an existing zoning law or zoning regulation" (when used in Covered Risks 19 and 20): The breach of a zoning law or regulation resulting in an actual written document filed in the municipal zoning office or recorded in the Public Records that was expressly created for the purpose of disclosing the extent of the infringement or intention to enforce.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements to it.



By

RICHARD J. PATTERSON
PRESIDENT

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