

**- ACKNOWLEDGMENT -**

Return Rec'd. Tax Paid-Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 63-09 *Best*  
Signed *Just Smith* Clerk  
Date 12-18-09

**WARRANTY DEED**

WAITSFIELD TOWN CLERKS OFFICE  
RECEIVED FOR RECORD  
DATE 12-18-09 TIME 9:10 AM  
RECORDED IN BOOK 137 PAGE 111-116  
ATTEST *Just Smith* TOWN CLERK

KNOW ALL PERSONS BY THESE PRESENTS, That we, **BENJAMIN FLEMER** of Ipswich, Massachusetts, and **WRENN COMPERE**, individually and as Trustee of The Stevenson Flemer, Jr. Irrevocable Trust, of Waitsfield, Vermont, Grantors, in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION paid to our full satisfaction by the **TOWN OF WAITSFIELD**, a Vermont municipal corporation, Grantee, by these presents do hereby GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, the TOWN OF WAITSFIELD, certain lands and premises in Waitsfield, in the County of Washington and State of Vermont, described as follows, viz:

Being a portion of Parcel 1 of the lands and premises decreed to Wrenn Compere as Trustee of the Stevenson J. Flemer, Jr. Irrevocable Trust, Wrenn Compere, and Benjamin Flemer by Partial Decree of Distribution of the Washington District Probate Court in the Estate of Leslie Fulton Flemer dated June 17, 2005 and recorded August 17, 2005 in Book 118, page 418 of the land records of the Town of Waitsfield, Vermont, and by Amended Partial Decree of Distribution of the Washington District Probate Court in the Estate of Leslie Fulton Flemer dated March 12, 2007 and recorded March 16, 2007 in Book 125, pages 79-81 of the land records of the Town of Waitsfield, Vermont, which said portion is more particularly described as follows:

Being Lot #2, consisting of 7.30 acres, more or less, as depicted on a Survey entitled "Subdivision of Lands of Flemer & Compere, Route #100, Waitsfield, Vermont" prepared by Richard W. Bell Land Surveying, Inc. last revised December 4, 2008 and recorded January 14, 2009 at Map Slides 282A, 282B, and 283A of the land records of the Town of Waitsfield, Vermont (the "Survey").

Reference may be had to the above mentioned deeds or instruments and their records, and to all prior deeds and instruments and their records, for a more particular description of the herein conveyed land and premises. The herein conveyed lands and premises form no part of the homestead of the Grantors.

**STATEMENT OF PURPOSE**

The purpose of this conveyance is to maintain the herein conveyed lands and premises for use by the general public as a Village Green for open air recreation such as walking, picnicking, and other similar activities, and as a way to afford pleasure to the eye.

Notwithstanding the purpose aforesaid, the property may be used for other purposes such as, but not by way of limitation, periodic farmers' markets, concerts, sports and other community events and gatherings, provided that these uses do not significantly interfere with the stated purpose aforesaid and subject to the following terms and conditions:

**Terms and Conditions:**

1. **Structures:** No above ground structures shall be built or placed on the herein conveyed lands and premises. "Structures" shall include, but are not limited to, buildings, tables,

goal posts, signs, or any other assembly of materials not specifically hereinafter permitted. Notwithstanding this provision, a sign or signs which identify the property as a Village Green for use by the public, set forth rules for use, or which direct parking shall be permitted provided any such signs are posted at or near the perimeter of the property and do not interfere with the use of the property as a Village Green. Also notwithstanding the foregoing:

A) Structures such as goal posts which are used for temporary recreational purposes may be placed on the premises provided that those structures are, following play or by the end of the each day on which any such structures are used, placed within the fifty foot wide tree planting area running along the Phillips property and Old County Road which is more particularly described in paragraph 2 (B) below; and

B) Structures such as picnic tables, tents, and not more than one gazebo may be placed within that portion of the fifty foot wide strip described below which runs along Old County Road (and not along the border of the Phillips property or the fifty foot wide right-of-way).

## 2. Buffer Area and Plantings:

(A) A fifty foot wide buffer running in a generally easterly direction from and parallel with the stream located near the westerly boundary of the property (more particularly identified as "50' Wide Protective Buffer for Brook" on the Survey) shall be maintained in its naturally vegetated state. The fifty foot wide buffer area is less than fifty feet in width along the S 87°48'49"E line of the property which marks the border between the herein conveyed lands and premises and lands and premises now or formerly of Louise Moulton and in this area, the width shall be approximately as shown on the aforementioned survey. Although supplemental plantings are permitted within the buffer area to enhance the protection of the stream, no trees, shrubs, or plants shall be planted on any other portion of the herein conveyed lands and premises except as hereinafter specifically permitted.

(B) Trees, shrubs, and/or plants may be also be planted within a fifty foot wide strip running parallel with a line which runs from an iron rod set at a point which marks the westerly most boundary line of lands and premises owned by Sonya & Nancy Phillips and the intersection of lands and premises conveyed hereby and lands and premises identified on the Survey as Lot #5, then running N 50°52'24" E to a point at the edge of the right-of-way of Old County Road; then turning to the left and running N 15°26'18" W along Old County Road to a point where the fifty foot wide right-of-way hereinafter reserved enters the property; thence turning to the left and running along and parallel with the fifty foot wide right-of-way hereinafter reserved for a distance of two hundred fifty feet (250').

3. Any parking located on the herein conveyed lands and premises shall serve only those making use of the property as and for a Village Green and shall be located only within the Access Easement as defined below. The right to park vehicles within the Access Easement may continue unless and until said parking in any way interferes with right reserved to the Grantors, their heirs, successors, and assigns to make use of the Access Easement. "Interference" shall include, but is not limited to, any limitation or prohibition against

parking within the Access Easement which may be imposed by any future permit issued to the Grantors herein or to their heirs, successors, or assigns for the use and development of the lands retained by Grantors. In the event future uses and/or permitting necessitates the prohibition of parking within the Access Easement, then parking will be permitted within an area which is parallel with and immediately southerly of the fifty foot wide right-of-way herein reserved and which area is within two hundred fifty feet (250') of Old County Road. No parking shall be permitted on the herein conveyed lands and premises which serves any off-site business or purpose. Any road or parking area constructed within the Access Easement shall be gravel and shall not be paved without the prior written consent of Grantors herein, their heirs, successors, or assigns which may be withheld for any reason or for no reason.

In the event of violation of the above described terms and conditions, the Grantors herein (or any one of them or any one of their heirs or assigns) may provide notice to the Town of Waitsfield of the existence of the violation and what action is required to correct or abate the violation. Notice may be sent by mail to the attention of the Selectboard at the then current address of the Town Offices or by hand delivery to the Town Offices. If notice is delivered by mail, it shall be deemed to be "delivered" on actual receipt by the Town. The Town of Waitsfield shall have twenty (20) days following the date of delivery of any such Notice within which to correct or abate the violation. Failure of the Grantors herein (or any of them or any of their heirs or assigns) to promptly deliver any such notice shall not constitute of a waiver of their right to do so at any time.

Failure to so correct or abate any violation for which notice is delivered shall result in an automatic reversion of title to the herein conveyed lands and premises to the Grantors herein or the survivor of them or if none of the Grantors herein so survive, then first to their respective legal heirs, and second to the successors in title of the Grantors to any lands and premises currently owned by them or any of them which adjoin the herein conveyed lands and premises. This reverter shall not be extinguished by lack of ownership by grantors, their heirs and assigns, of any surrounding lands and premises. This reverter is a separate and distinct future interest (a determinable fee) which may be conveyed separately by Grantors, their heirs and assigns. By acceptance and recording of this Deed the Grantee herein agrees that any improvements located in or on the herein conveyed lands and premises shall revert with the fee without necessity for any compensation therefor.

#### **Reservations and Exceptions:**

1. The Grantors herein except and reserve, to themselves and their heirs, successors, and assigns, all rights to any sewage disposal capacity which may exist in or under the herein conveyed lands and premises together with the right to enter the property at reasonable times following reasonable notice to the Grantee herein for the purpose of conducting soils investigations and installing, maintaining, repairing, and replacing any sewage disposal systems which may be installed on the herein conveyed lands and premises.

2. The Grantors herein except and reserve, to themselves and their heirs, successors, and assigns, a fifty foot (50') wide right-of-way for ingress and egress by all common means and methods of travel running generally along the westerly portion of the herein conveyed

lands and premises within the area depicted on the Survey as "50' Access Easement to Lots #1 and #3." The Grantors also reserve the right to create future and additional tenancies in said right-of-way. Said Access Easement shall be used by Grantors herein, their heirs, successors, and assigns, in common with the Grantee herein. Neither party shall in any way obstruct or otherwise interfere with the right of the other to make use of the Access Easement except as specifically set forth in paragraph #4 above regarding parking.

**NOTICE OF PERMIT REQUIREMENTS:** In order to comply with applicable state rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this Notice if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining the required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater disposal system and therefore this lot may not be able to be improved.

Subject to and with the benefit of rights, restrictions, covenants, terms, rights-of-way and easements referenced herein, or in deeds referenced herein or otherwise of record in the Town of Waitsfield Land Records, which are valid and enforceable at law on the date of this deed - not meaning by such language to renew or reinstate any encumbrance which is otherwise barred by the provisions of Vermont law.

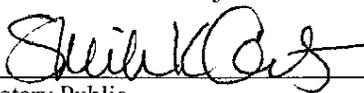
TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the **TOWN OF WAITSFIELD**, and its successors to their own use and behoof forever; and we, the said Grantors, for ourselves and our heirs, successors, and assigns, do covenant with the said Grantee and its successors that until the ensealing of these presents we are the sole owners of the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever except as aforesaid.

In Witness Whereof, I have hereunto set my hand on this 18<sup>th</sup> day of December, 2009.

*Benjamin Flemer by Wrenn Compere as*  
Benjamin Flemer by Wrenn Compere as Attorney-in-Fact  
*attorney-in-fact.*

STATE OF VERMONT  
WASHINGTON COUNTY, ss.

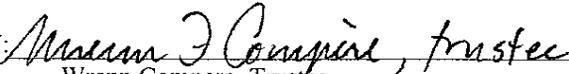
In said County on this 18<sup>th</sup> day of December, 2009, personally appeared Wrenn Compere, Attorney-in-Fact for Benjamin Flemer and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of Benjamin Flemer. Before me,

  
\_\_\_\_\_  
Notary Public

In Witness Whereof, I have hereunto set my hand on this 18<sup>th</sup> day of December, 2009.

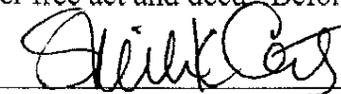
  
Wrenn Compere

THE STEVENSON FLEMER, JR. IRREVOCABLE TRUST

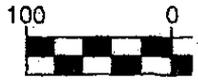
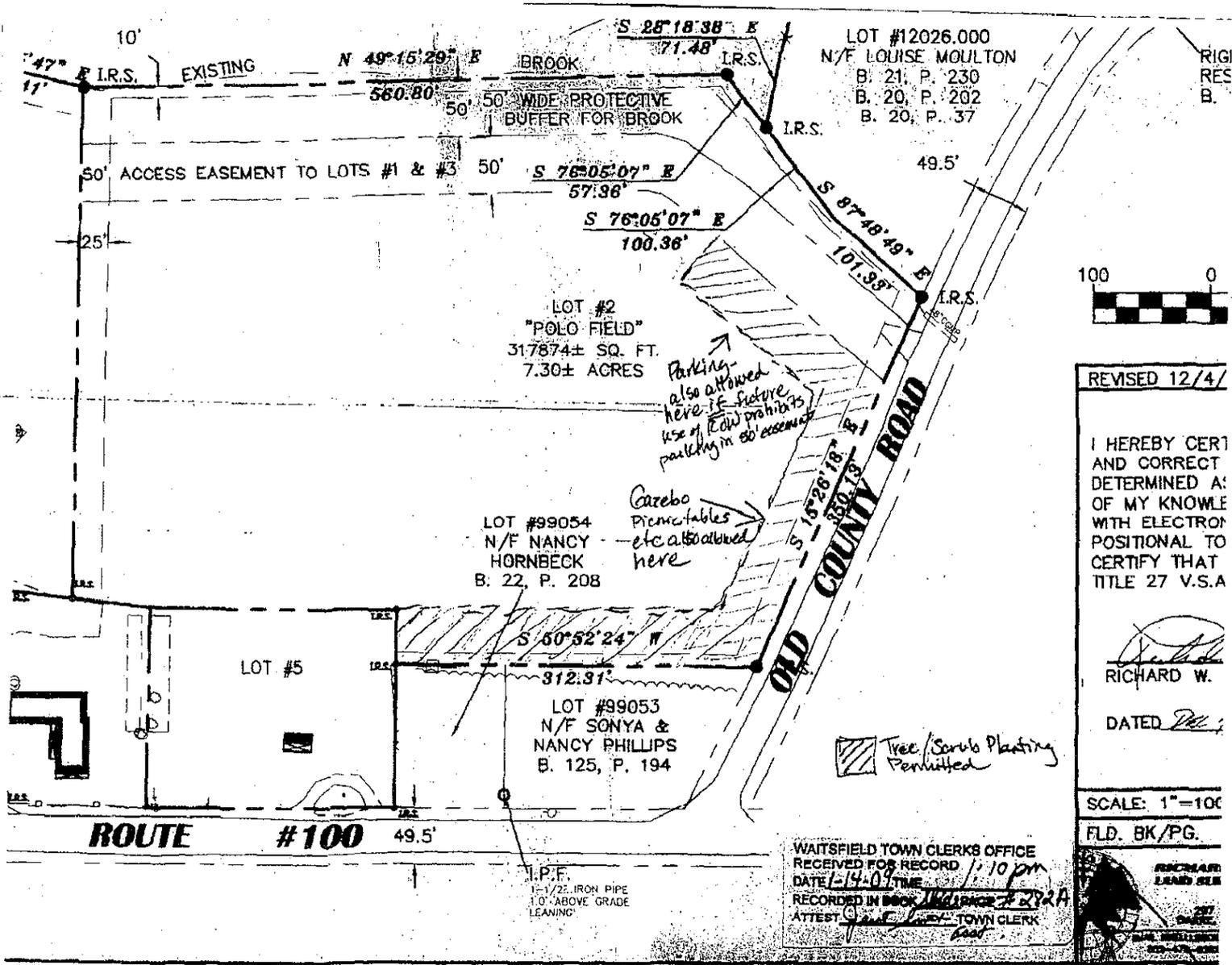
BY:   
Wrenn Compere, Trustee

STATE OF VERMONT  
WASHINGTON COUNTY, ss.

In said County on this 18<sup>th</sup> day of December, 2009, personally appeared Wrenn Compere, individually and as Trustee of The Stevenson Flemer, Jr. Irrevocable Trust and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed. Before me,

  
Notary Public

Plan recorded with Warranty Deed  
 from Compere + Flemer to  
 Town of Waitfield dated 12/18/2009



REVISED 12/4/

I HEREBY CERTIFY AND CORRECTLY DETERMINED AS OF MY KNOWLEDGE AND POSITIONAL TO CERTIFY THAT TITLE 27 V.S.A.

*Richard W.*  
 RICHARD W.

DATED *Dec 18 2009*

SCALE: 1"=100'  
 FLD. BK/P.G.

WAITSFIELD TOWN CLERKS OFFICE  
 RECEIVED FOR RECORD 1:10 pm  
 DATE 1-14-09 TIME  
 RECORDED IN BOOK 116 PAGE 287A  
 ATTEST *[Signature]* TOWN CLERK



WAITSFIELD TOWN CLERKS OFFICE  
RECEIVED FOR RECORD  
DATE 12-18-09 TIME 9:10 AM  
RECORDED IN BOOK 137 PAGE 110  
ATTEST Just Anna TOWN CLERK

TRUSTEE'S CERTIFICATE

I, Wrenn Compere, Trustee of THE STEVENSON FLEMER, JR. IRREVOCABLE TRUST, a trust created under trust agreement of Leslie Flemer Family Trust dated September 12, 2000, do hereby certify as follows:

1. The Grantor/Settlor of the Trust Instrument is Leslie Flemer.
2. The Original Trustee of the Trust Instrument was Wrenn Compere.
3. The name and address of each trustee empowered to act under the Trust at the time of execution of this Certificate is:

Wrenn Compere, P. O. Box 123, Waitsfield, Vermont 05673

4. The Trustee's powers under the Trust Agreement authorize the Trustee to deal with the real estate which is part of the trust as the Trustee sees fit.
5. I am presently the sole duly appointed trustee of the above described Trust.
6. The Trust Agreement dated September 12, 2000 has not been revoked or amended as to the authorizing provisions and the same remain in full force and effect.
7. I have complete authority under the terms of the Trust Agreement to convey property held by me under the Trust Agreement - with or without consideration, and there are no provisions of the Trust which limit the authority so granted.
8. Any action taken by me in accordance with the terms of the Trust Agreement need not be affirmed by any beneficiary of the Trust.
9. The Trust is NOT under the supervision of any court.

IN WITNESS WHEREOF, I have hereunto set my hand on this 18<sup>th</sup> day of December, 2009.

Sheila K. Getzinger  
Witness

Wrenn J Compere  
Wrenn Compere, Trustee

STATE OF VERMONT  
WASHINGTON COUNTY, ss.

In said County on this 18<sup>th</sup> day of December, 2009, personally appeared Wrenn Compere, Trustee under the above described Trust Agreement and she made oath to the truth of the foregoing. Before me,

Sheila K. Getzinger  
Sheila K. Getzinger, Notary Public  
My commission expires: 2-10-2011

WAITSFIELD TOWN CLERKS OFFICE  
RECEIVED FOR RECORD  
DATE 12-18-09 TIME 9:10 AM  
RECORDED IN BOOK 137 PAGE 109  
ATTEST [Signature] TOWN CLERK

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, That I, **BENJAMIN FLEMER** of Ipswich, Massachusetts ("Principal"), do hereby appoint Wrenn Compere of Waitsfield, Vermont as my Attorney-in-Fact to deposit and receive monies, checks, drafts or notes to my credit in any bank; to pay charges and expenses related in any way to the real estate described below which are deemed by my Attorney-in-Fact to be necessary or convenient to the purposes set forth herein; to sign, acknowledge and deliver documents, releases, warranty deeds, real estate tax forms and/or other tax forms, contracts or documents deemed by her to be necessary or convenient as they relate to the **transfer by gift to the Town of Waitsfield, of real estate described as Lot #2 of the Compere-Flemer Subdivision, consisting of 7.30 acres of land, more or less, located off Old County Road in Waitsfield, Vermont** and generally to act as my attorney and agent in all affairs pertaining thereto, as is in the attorney-in-fact's sole discretion. Additionally, by signing this Power I authorize my Attorney-in-Fact to deliver documents and information to attorneys and other professionals involved in any way with the transfer of the above described real estate as said Attorney-in-Fact deems necessary or convenient to the consummation of said sale.

I hereby give and grant said attorney full power and authority to do and perform the acts as aforesaid as fully to all intents and purposes as I might or could lawfully do if personally present, and I hereby ratify all that my said Attorney-in-Fact, or her substitute, shall lawfully do or cause to be done by virtue hereof. This appointment is intended to survive subsequent disability. This appointment shall expire ninety (90) days from the date of execution by the Principal.

IN WITNESS WHEREOF, I have hereunto set my hand on this 22nd day of September, 2009.

[Signature]  
Benjamin Flemer

The foregoing instrument was signed by Benjamin Flemer in my presence on the above date. The said Benjamin Flemer affirmed that he is aware of the nature of this document and signed it freely and voluntarily. I, the undersigned witness, believe that the said Benjamin Flemer is of sound mind and free from duress at the time of signing this document.

[Signature]  
Witness

STATE OF VERMONT  
WASHINGTON COUNTY, ss.

In said County on this 22<sup>nd</sup> day of September, 2009, Benjamin Flemer personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. Before me,



[Signature]  
Notary Public