

002632

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that We, ANTHONY ZEGARSKI and ELAINE ZEGARSKI, of Stowe, Vermont, Grantors, in the consideration of One and More Dollars, paid to our full satisfaction by ELIZABETH DONAHUE, of Stowe, Vermont, Grantee, by these presents do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, ELIZABETH DONAHUE, her heirs and assigns forever, certain lands and premises in the Town of Stowe, in the County of Lamoille, and State of Vermont, described as follows, viz:

PARCEL 1: 16± Acres and Dwelling

Being all and the same lands and premises conveyed to Anthony J. Zegarski and Elaine Zegarski by Warranty Deed of Ruth F. Boyea and David Boyea recorded July 8, 1971 in Book 65 at Page 224 of the Town of Stowe Land Records (conveying their respective one-third and two-ninths interests), together with all and the same lands and premises conveyed to Anthony J. Zegarski and Elaine Zegarski by Warranty Deed of Joan Boyea Scribner and Basil Boyea recorded July 8, 1971 in Book 65 at Page 227 of the Town of Stowe Land Records (conveying their respective two-ninths and two-ninths interests) and being further described in the aforereferenced Warranty Deed of Ruth F. Boyea and David Boyea as follows:

"Being the one third interest of Ruth F. Boyea and the two-ninths interest of David Boyea in the following described premises:

"Being a part of the premises decreed to Ruth F. Boyea and David Boyea by decree of the Probate Court for the District of Lamoille, dated June 12, 1970, and recorded in Book 46, at Page 138 of the Stowe land records. The part to be conveyed is described by reference to a survey dated May 1971, by J. Philip Rich, as follows:

"Beginning at a point in the center of Town Road Number 47 said point being marked by an iron rod northeasterly approximately 1,000 feet from the intersection of Town Road Number 47 with Town Road Number 43; thence running southeasterly and southerly along the line of lands of Nason Adams, said line supposed to be marked by a wire fence, a distance of approximately 900 feet, to a point marked by an iron rod; thence running North 80° 45' East a distance of 659 feet, more or less, to a point marked by an iron rod; thence running along the line of lands of F. Peter Scheuermann, et al., as follows: North 86° 40' East a distance of 242 feet more or less, North 63° 05' East, a distance of 71 feet, more or less, to a point marked by an iron rod; thence running northeasterly a distance of 30 feet, more or less to a point in the center to Town Road Number 47; thence running northwesterly and southwesterly along the center of Town Road Number 47 a distance of 1852 feet more or less to the point and place of beginning.

"Said premises are conveyed subject to a water right conveyed to Aurora L.

Adams and described in deed recorded in Book 29, at Page 375 of the Stowe land records and public highway right of way.

"Reference is also made to a corrective decree of the Probate Court for the District of Lamoille, Dated June 2, 1971 and to be recorded in the Stowe land records [said corrective decree being the Amended Decree of Distribution being recorded in Book 46 at Page 152A in the Stowe land records] .

"This conveyance is subject to the right, excepted and reserved to the Grantors, their heirs and assigns, that, if the remaining part of the premises, of which the herein conveyed premises are a part are not conveyed to F. Peter Scheuermann, Ann Marie Scheuermann, John E. Nolan, Dorothea S. Nolan, John R. Avis, Elizabeth Avis, Gregory D. Scheuermann and Alida Scheuermann the owners of premises adjoining said remaining part of the Grantors' premises, on the east, on or before Sapetment [sic] 15, 1971, then the Grantors their heirs and assigns shall have a right of way though the herein conveyed premises, fifty feet in width, leading from said remaining part to Town Road Number 47, and to be located by agreement between the Grantors and the other owners of said remaining part and the Grantees, their heirs and or assigns, or by three arbitrators, one chosen by the Grantors and the other owners of said remaining part, one chosed [sic] by the Grantees, and one chosen by the first two. Said right of way shall be the same for the Grantors and all other owners of said remaining part."

The description in the aforereferenced Warranty Deed of Joan Boyea Scribner and Basil Boyea is the same as the above description set forth in the Warranty Deed of Ruth F. Boyea and David Boyea and is incorporated herein by reference, except that the first paragraph of the quoted description reads as follows:

"Being the two-ninths interest of Joan Boyea Scribner and the two-ninths interest of Basil Boyea in the following described premise:"

Reference is also made to Vermont Administrators Deed where David Boyea, though Guardian Joan Scribner conveyed his interest in the property to Anthony J. Zegarski and Elaine Zegarski dated July 3, 1971 and recorded in Book 46, Page 155 of the Town of Stowe Land Records.

The aforesdescribed landas and premises consist of a parcel of land containing 16± acres together with the residential dwelling and other structures and improvements thereon.

PARCEL 2: 9± Acre Parcel

Being all and the same land and premises conveyed to Elaine Zegarski by Quitclaim Deed of Julia Kologie dated June 17, 1999 and recorded in Book 381 at Page 145 of the Town of Stowe Land Records, as being further described therein

as follows:

"Being all the same land and premises conveyed to Frank Kologie and Julia Kologie, Husband and Wife by Warranty Deed of Joan Boyea Scribner and Basil Boyea, and Ruth F. Boyea and David Boyea, dated July 26, 1972 and recorded in Warranty Book 67, Pages 515-517 of the Town of Stowe Land Records. Being also all the same land and premises conveyed to Frank Kologie and Julia Kologie, Husband and Wife by Administrators Deed of Joan Scribner, Guardian of David Boyea, dated July 26, 1972 and recorded in Administrators Book 46, Pages 193-195 of the Town of Stowe Land Records. The property is further described as follows:

"Being a part of the premises decreed to Joan Boyea Scribner, Basil Boyea, Ruth F. Boyea and David Boyea by decree of the Probate Court for the District of Lamoille, dated June 12, 1970 and recorded in Book 46, at Page 138 of the Stowe Land Records. The part hereby conveyed is all of said premises, with the exception of that part which was conveyed to Anthony J. Zegarski and Elaine Zegarski by deeds of Joan Boyea Scribner, Basil Boyea, Ruth F. Boyea and David Boyea and Joan Scribner, Guardian of David Boyea, recorded in the Stowe Land Records. The premises hereby conveyed are shown on a survey entitled "Part of parcel being retained by: Ruth Frink Boyea, David & Basil Boyea & Joan Boyea Scribner", dated June, 1971, by J. Phillip Rich, Surveyor, and are described as follows:

"Beginning at a point which is the southwesterly corner of said Zegarski parcel, marked by an iron rod in a fence line; thence running along the line of said Zegarski parcel, North 80° 45' East, a distance of 659 feet, more or less, to a point marked by an iron rod; thence running along the line of lands of F. Peter Scheuermann, et al., marked by a wire fence, as follows: South 03° East, a distance of 115 feet, more or less; South 07° 20' East, a distance of 71 feet, more or less; South 46° 20' East, a distance of 59 feet, more or less; South 15° 25' East, a distance of 30 feet, more or less; South 47° 30' West, a distance of 33 feet, more or less; South 48° 45' West, a distance of 76 feet, more or less; South 83° 25' West, a distance of 61 feet more or less; South 73° West, a distance of 102 feet, more or less; and South 88° 55' West, a distance of 140 feet, more or less, to a point marked by an iron rod at or near the end of a stone wall; thence running along the line of a stone wall, as follows: South 29° 35' East, a distance of 221 feet, more or less, to a point marked by an iron rod; South 32° 30' West, a distance of 104 feet, more or less, to a point marked by an iron rod; and South 14° 50' East, a distance of 419 feet, more or less, to a point marked by a large maple tree; Thence running along the line of lands, now or formerly of Clyde Gonyaw, marked by a wire fence, South 81° 50' West, a distance of 241 feet, more or less, to a point marked by a spruce tree; thence running along the line of a wire fence, as follows: North 16° 40' West, a distance of 206 feet, more or less, to a point marked by an iron pipe; North 16° 40' West, a distance of 202 feet, more or less, to a point marked by

an iron rod; North 13° 10' West, a distance of 250 feet, more or less, to a point marked by a corner of wire fences; North 16° 20' West, a distance of 128 feet, more or less, to a point marked by a corner of wire fences; North 16° West, a distance of 120 feet, more or less, to a corner in said wire fence; North 24° 55' East, a distance of 31 feet, more or less, to a corner in said wire fence; and North 17° 15' West, a distance of 91 feet, more or less, to the point and place of beginning. Said parcel contains 9 acres, more or less.

"Said parcel is conveyed subject to a water right conveyed to Aurora L. Adams and described in a deed recorded in Book 29, at Page 375 of the Stowe Land Records.

"Reference is made to a corrective decree of the Probate Court for the District of Lamoille, dated June 2, 1971 and recorded in Book 46, at Page 152A of the Stowe Land Records."

"Reference is hereby made to the above-reference deeds and all other deeds of record as a further aid in the description of the land and premises conveyed herein.

"Frank Kologie died March 13, 1977."

Together, both parcels totaling 25 acres of land, more or less, with dwelling house and other improvements thereon, located on 464 Sugar Bush Lane, Stowe, Vermont.

It is noted that the aforereferenced reserved right of way is extinguished and of no effect, inasmuch as Grantors herein, and now Grantee herein, acquired ownership of both parcels of land affected by the right of way.

This conveyance is also made subject to and with the benefit of any utility easements, spring rights, easements for ingress and egress, and rights incident to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrance previously extinguished by the Marketable Record Title Act, Chapter 5, Subchapter 7 of Title 27, Vermont Statutes Annotated.

TO HAVE AND TO HOLD said granted lands and premises, with all the privileges and appurtenances thereof, to the said Grantee, ELIZABETH DONAHUE, and her heirs and assigns, to her own use and behoof forever;

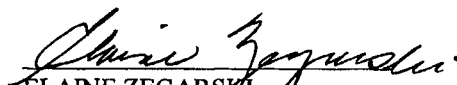
AND we the said Grantors, ANTHONY ZEGARSKI and ELAINE ZEGARSKI, for ourselves and our heirs, executors and administrators, do covenant with the said Grantee,

ELIZABETH DONAHUE, and her heirs and assigns, that until the ensealing of these presents, we are the sole owners of the lands and premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE; except as aforementioned;**

AND we, ANTHONY ZEGARSKI and ELAINE ZEGARSKI, hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatsoever.

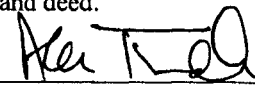
IN WITNESS WHEREOF, we hereunto set our hands this 6 day of December, 2013.


ANTHONY ZEGARSKI


ELAINE ZEGARSKI

STATE OF VERMONT)
COUNTY OF LAMOILLE) ss.

At Stowe, Vermont, this 6th day of December, 2013, personally appeared ANTHONY ZEGARSKI and ELAINE ZEGARSKI and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me, 
Notary Public
My Commission Expires: 2/10/15

TRANSFER RECEIVED 12.6.2013
ALISON A. KAISER, TOWN CLERK, STOWE, VT

Stowe, Vt. Record Received
12.6.2013 at 3:56 PM
Alison A. Kaiser, Town Clerk