

STATE OF VERMONT

SUPERIOR COURT
LAMOILLE UNIT

FAMILY DIVISION
DOCKET NO. 39-3-12 Ledm

EDWARD FLANAGAN,
Plaintiff,

v.

NANCY DUMONT,
Defendant.

**STIPULATION AND ORDER
REGARDING PLAINTIFF'S MOTIONS FOR ENFORCEMENT
AND RELATED MATTERS**

This Stipulation is entered into between the Plaintiff, Edward Flanagan (hereinafter "Ed"), and the Defendant, Nancy duMont, (hereinafter "Nancy"). Both parties agree to the following terms and provisions:

1. Ed shall be solely responsible for all of the tax liens on the property located at 1241 Taber Hill Road, Stowe, VT 5672 (hereinafter "the Taber Hill property"). He shall indemnify and hold Nancy harmless from all such liabilities.

2. Nancy shall not be required to refinance the mortgage on the Taber Hill property until two years one year after all of the tax liens have been fully discharged. Ed shall have no right to enforce the terms of the final decree requiring Nancy to refinance the Taber Hill property until a full two years after all tax liens have been discharged.

3. Within one two years from the date that all tax liens have been discharged, Nancy shall be required to refinance the Taber Hill property mortgage to remove Ed's name from any further liability on this property.

4. In the event that Nancy elects to refinance the property before all the tax liens have been discharged, and subject to payment of such liens upon her refinance, she shall have a judgment against Ed for the full amount of the tax liens paid at the time of her refinance together with interest which shall accrue at the legal rate of 12% per year. Ed shall be obligated to make minimum monthly payments to Nancy in the amount of \$500 per month on or before the first day of each month until such time as the full amount of the judgment together with all accrued interest has been paid in full. In the event there is a judgment against Ed for unpaid liens because Nancy refinances the Tabor Hill property before the liens are satisfied, and Ed does not make any monthly payment as set forth herein, Nancy shall be entitled to recover all reasonable attorney's fees in the collection of this debt.

5. Ed agrees that he shall have no right to enforcement for Nancy's failure to refinance the Tabor Hill property mortgage as contemplated by the final divorce decree. Nancy agrees that she shall have no further right to seek enforcement or her pending claims for losses resulting from the disputes surrounding the Tabor Hill property.

6. Ed shall notify Nancy and provide documentation as to when each lien is satisfied so that she is aware of the situation and has notice as to when all liens are satisfied which will set the date for her to refinance the Tabor Hill property as required by this agreement.

7. All information regarding the Tabor Hill property mortgage shall be made available to Nancy so that she is informed as to the status of the loan. This shall include information regarding the escrow account for the payment of the property taxes and insurance. In the event of any refunds from the escrow on the Tabor Hill property

mortgage, they shall be signed over to Nancy within five (5) business days of receipt. In the event of a deficiency and notice of any amount due on the escrow account, Nancy shall be solely responsible for such liabilities and she shall indemnify and hold Ed harmless from such obligations.

8. The parties agree that all pending motions under this docket number shall be resolved by this agreement.

DATED at Burlington, Vermont this ____ day of July, 2019.

Nancy duMont, Plaintiff

DATED at _____, Vermont this ____ day of July, 2019.

Edward Flanagan, Defendant

SO ORDERED this ____ day of _____, 2019.

Presiding Judge,
Lamoille Superior Court, Family Division

APPROVED AS TO FORM:

Peter G. Anderson, Esq.
Attorney for Plaintiff

Cynthia L. Broadfoot, Esq.
Attorney for Defendant