WARRANTY DEED

(Velma Jean Bourdeau (f/k/a – Velma Jean Slayton) & Andre Bourdeau <u>to</u> Matthew Brian Ramsey & Melissa Clark Ramsey)

KNOW ALL PERSONS BY THESE PRESENTS that we, Velma Jean Bourdeau (f/k/a – Velma Jean Slayton) and Andre Bourdeau, of the Town of Hyde Park, County of Lamoille and State of Vermont, Grantors, in the consideration of One Dollar and other good and valuable consideration paid to our full satisfaction by Matthew Brian Ramsey and Melissa Clark Ramsey, of the Town of Stowe, County of Lamoille and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantees, Matthew Brian Ramsey and Melissa Clark Ramsey, husband and wife, as tenants by the entirety, and their heirs and assigns forever, a certain lands, premises, and appurtenances thereto in the Town of Stowe, in the County of Lamoille and State of Vermont, described as follows:

Being all and the same land and premises conveyed by A.J. Hickmott and Alice Hickmott to Walter B. Slayton, Jr. and Velma Jean Slayton (n/k/a – Velma Jean Bourdeau) dated August 20, 1969 and recorded in Book 60, Page 508, Stowe Land Records, and more particularly described as follows:

"Being a portion of the same land and premises conveyed by the warranty deed of Alberta K. Bernhardt and Edmund Bernhardt to A.J. Hickmott and Maureen M. Hickmott, which deed is dated August 29, 1955 and of record in Book 51, Pages 326 and 327 of the Stowe Land Records, and more particularly described as follows:

"Being Lots No. 16 and 17 on a plan of lots entitled "A.J. Hickmott, Smuggler's Inn Property, Stowe, Vermont" by C.D. Lord 10/59, Revised 5/62, Corrected 8/64, and filed November 29, 1967 in Map File 10-Z [now recorded in Map Book C, Page 69) in Stowe Town Clerk's office, which lots are now combined and comprise one building lot beginning at the northeasterly corner, said corner being 25 feet from the center of access road and directly opposite Lot No. 25, and thence southerly parallel to the center of above mentioned road approximately 105 feet; thence with an interior angle of 107 degrees is a westerly direction 150 feet; thence with an interior angle of 90 degrees is a northerly direction 100 feet; thence with an interior angle of 90 degrees in an easterly direction 180 feet to point of beginning; said last described line makes an interior angle of 93 degrees with first described line."

. .

"Said premises shall be subject to the following covenants and restrictions:- That the realty herein conveyed is to be used for residential purposes and not for the development of commercial or industrial purposes; that the grantees herein will not sell any land herein conveyed or use any of said land for commercial or industrial purposes; that only one residence shall be erected on said lot and same shall not be used for commercial or industrial purposes, except this provision shall not apply to the renting of such residence on premises herein conveyed for residential purposes; that said realty will not be subdivided; that no trailer homes, mobile homes or multiple cabins will be built on, placed on or allowed on said realty. These covenants and restrictions do not prevent the maintenance of workshop and garage facilities such as are normally

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maintained in connection with residential property. These covenants and restrictions shall run with the land and shall be binding upon the grantees, their heirs, executors, administrators and/or assigns and successors in title to said land.

"Also including in this conveyance a right of way in common with others to and from the land hereby conveyed to the grantees, their heirs, executors, administrators and/or assigns, over access roadway of the grantors extending from Route 100 in a southerly direction to the within conveyed realty until such time as such roadway is accepted as a public road and the Town of Stowe accepts and takes over same as a town highway.

"Also including in this conveyance a right of way in common with others from socalled access roadway in a westerly direction between the within conveyed lot and Lots No. 14 and 15 as designated on the above referred to plan a distance of 105 feet, for the purpose of getting to and from the within conveyed realty."

Also being all and the same land and premises conveyed by Quit Claim Deed of Arthur Segreto and Irene Segreto to Walter Slayton and Velma Slayton dated April 10, 1984 and recorded August 25, 1986 in Book 98, Pages 471 to 472, Stowe Land Records, and more particularly described therein as follows:

"Being a portion of the same lands as was conveyed to the Grantors by Arthur John Hickmont Estate dated February 12, 1979 and of record in Book 89, Pages 404-407 of the Stowe Land Records, being further described as follows:

"Beginning at an iron rod found located on the southeasterly corner of the Berta Hess house lot on the westerly edge of a 50' R.O.W. leading from Vt. Rte. 100 southerly to the house lots in this area, said iron rod being located N 22° 00' 35" E, a distance of ± 120.00 ', N 21° 34' 20" E a distance of ± 104.41 ', and N 19° 51' 20" E, a distance of ±51.12' from an iron rod set at the intersection of the 50' R.O.W. above mentioned and a 50' R.O.W. leading northwesterly to Vt. Rte. 100, said iron rod being located on the southwesterly corner of the Kit Braeunig lot, thence running along the southerly property line of the Berta Hess lot on a bearing of N 85° 18' 15" W a distance of ±127,98' to an iron rod set flush with the ground on the southwesterly corner of the Hess lot, on the Arthur Brunig property line, thence turning and running on a bearing of S 04° 45' 25" W along the Grantor - Arthur Brunig property line a distance of ± 25.00 ' to an iron rod set flush with the ground, thence turning and running on a bearing of W 84° 11' 00" W along the Grantor - Brunig property line a distance of ±65.26' to an iron rod set flush with the ground, thence turning and running on a bearing of S 04° 53' 40" W along the Grantee-Grantor – Brunig property line a distance of ± 125.00 to an iron rod set flush on the southwesterly corner of the Grantee property and on the Kit Braeunig property line, thence turning and running on a bearing of S 85° 06' 20" E along the Kit Braeunig - Grantee property line a distance of ±150.00' to an iron rod set flush on the westerly edge of a 50' R.O.W. lying easterly of the Grantee's house lot, said iron rod being on the southeasterly corner of the Grantee's lot, thence turning and running on a bearing of N 21° 34' 20" E along the edge of the R.O.W. a distance of ±104.41' to an iron rod set flush, thence continuing on a bearing of N 19° 51' 20" E along the edge of the R.O.W. a distance of ±51.12' to said point of beginning.

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"The herein Grantor hereby quit claims any rights, title, and interest he may have lying within the bounds of the above described lot. The above described lot contains the portion of the lands as was conveyed to the herein Grantor lying between the herein Grantee's house lot and the southerly property line of the Hess lot which is shown on a subdivision plan of the area as prepared and laid out by C. Richard Carlson for John Hickmont and shown on the plan as a 50' R.O.W. which has not been improved, and incorporated therewith is the Grantee's house lot as was conveyed to Walter and Velma Slayton by John Hickmont and of record in Book 60, Page 508 of the Stowe Land Records.

"All bearings used in the above description are referenced to magnetic north 1983.

"For purposes of clarity to aid in defining the herein conveyed premises, reference is made to a survey as prepared by Valley Surveyors, Inc. of Johnson, Vt. bearing the seal and signature of Carroll A. Peters entitled "R.O.W.'s of Arthur Segreto Property."

"Also conveyed hereby the non-exclusive right of ingress and egress in common with the Grantors and others to and from the property of the within Grantees, said right of way extending northerly along the above referenced right of way to and from Route 100."

It is noted that John Hickmont is also known as John Hickmott.

This deed shall act as a bill or sale for the refrigerator, washer, dryer, stove and sump pump in the within conveyed premises, which are conveyed in "AS IS" condition with no warranties.

It is noted that Walter B. Slayton, Jr. predeceased Velma Jean Slayton (n/k/a – Velma Jean Bourdeau). Velma Jean Slayton (n/k/a – Velma Jean Bourdeau). Subsequently married Andre Bourdeau, who joins in this conveyance to convey any homestead rights he may have in the property.

The lands and premises conveyed hereby consist of a parcel of land containing approximately 0.38 acres, together with residential dwelling, shed, and other structures and improvements thereon and appurtenant rights-of-way thereto situated at 70 Scribner Road in Stowe, Vermont. Said acreage description is included for general identification purposes only, and no warranties or covenants are made with respect to exact acreage.

This conveyance is made subject to and with the benefit of highway easements, utility easements, easements for ingress and egress, water and pipeline rights, covenants and restrictions, state and local land use permits, if any, 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, Subchapter 7, Title 27, Vermont Statutes Annotated.

Reference is hereby made to the above-mentioned deeds and their records and to all prior deeds and their records as they apply to and affect the lands and premises being conveyed for a more particular description of the land and premises herein conveyed.

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TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, *Matthew Brian Ramsey* and *Melissa Clark Ramsey*, husband and wife, as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever;

and we the said Grantors, Velma Jean Bourdeau (f/k/a - Velma Jean Slayton) and Andre Bourdeau, for ourselves and our heirs and assigns, do covenant with the said Grantees, Matthew Brian Ramsey and Melissa Clark Ramsey, and their heirs and assigns, 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 it is 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, we hereunto set our hands this 16 day of January, 2013.

IN THE PRESENCE OF:

Witness as to both signatures

Velma Jan Bancloen VELMA JEAN BOURDEAU

ANDRE BOURDEAU

STATE OF VERMONT COUNTY OF LAWOLL , SS.

At _____, this _\text{16} day of January, 2013, Velma Jean Bourdeau and Andre Bourdeau personally appeared, and they acknowledged this instrument, by them subscribed to be their free act and deed.

Before me:

Notary Public

My Commission Expires: 2/10/15

Stowe, Vt. Record Received

O1.18.2013 at 4:15 P.M.

Alison A. Kaiser, Town Clerk

TRANSFER RECEIVED 01.18.2013
ALISON A. KAISER, TOWN CLERK, STOWE, VT