# EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, in consideration of Ten and More Dollars paid to our full satisfaction, hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto Ward Bitter and Nancy B. Bitter, and their heirs and assigns forever, the perpetual right and easement to an uninterrupted supply of water from a spring located on the property conveyed to Grantors by a Warranty Deed from Nolex Corporation, Inc. a/k/a Nolex Corporation dated May 12, 2015 and recorded in Book 910, Pages 273-274 of the Stowe Land Records to the pond located on the adjoining property currently owned by Grantees. Said springs rights do not include any guarantee as to the quality or quantity of said water.

There shall be no interference, disruption, disturbance, degradation, or contamination of the spring that feeds into the pond located on Grantee's property. No activities shall be allowed that would have any adverse effect on said spring. This spring easement shall be of perpetual duration, shall run with the land, and shall be binding upon Grantees and Grantors, and their respective heirs, successors, administrators, executors and assigns.

TO HAVE AND TO HOLD the above granted easement and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said Grantees, Ward Bitter and Nancy B. Bitter, their heirs and assigns forever.

And the Grantors, Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, hereby for themselves and their heirs, successors, executors and administrators, covenant with the Grantees, Ward Bitter and Nancy B. Bitter, their heirs and assigns, that they are lawfully seized in fee simple of the granted premises, that they have good right to sell

Stowe, Vermont 05672 P: 802.760.6480 F: 802.760.6494 66 South Main Street, Suite

and convey the same as aforesaid, and will WARRANT AND DEFEND the same to the Grantees, Ward Bitter and Nancy B. Bitter, and their heirs, successors and assigns, forever against the lawful claims and demands of all persons. IN WITNESS WHEREOF, we hereunto set our hands and seal this that day of October, 2018. John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997 By: Nancy B. Bitter, Trustee STATE OF VERMONT LAMOILLE COUNTY At Stare, in said County and State, this The day of October, 2018, personally appeared Nancy B. Bitter individually and as Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the John E. Benz and Barbara M. Benz Irrevocable Generation Skipping Trust dated December 18, 1997.

Notary Public

Commission Expires: 2/10/2019

Before me:

# horsleylajoiegoldfine ATTORNEYS AT LAW South Main Street, Suite 2, Stowe, Vermont 05672 P. 802.760.6480 P. 802.760.6494

# WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, Grantors, in consideration of Ten and More Dollars paid to our full satisfaction by Grantees, South S. Sigler and Julie R. Sigler, by these presents do freely GIVE, GRANT, SELL AND CONFIRM unto the said Grantees, South S. Sigler and Julie R. Sigler, husband and wife and tenants by the entirety, and their heirs and assigns forever, certain lands and premises in the Town of Stowe, County of Lamoille and State of Vermont, described as follows, viz:

Being all and the same land and premises conveyed to Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997 by Warranty Deed of Nolex Corporation, Inc. a/k/a Nolex Corporation dated May 12, 2015 and recorded in Book 910, Pages 273-274 of the Stowe Land Records.

Being a parcel of land containing 3.0 acres, more or less, with a house located thereon. Said parcel is depicted on a plan entitled "Proposed Conveyance by Nolex Corporation, Stowe, Vermont," prepared by J.P.R. Surveying, dated January 1984 and recorded in Map Book 4, Page 91 of the Stowe Land Records.

Said land and premises is subject to a spring easement as referenced in an Easement Deed from Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997 to Ward Bitter and Nancy B. Bitter, which deed is dated October \_\_\_\_\_\_, 2018 and recorded in Book \_\_\_\_\_\_, Page \_\_\_\_\_\_ of the Stowe Land Records.

This conveyance is made subject to and with the benefit of any and all easements, rights-of-way, conditions, and restrictions of record, provided, however, that this paragraph shall not reinstate any such interest or encumbrance previously extinguished by the Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated section 601-606 and any amendments thereto.

Reference is hereby made to the above-referenced deeds, plan and instruments, the records thereof, the references therein and the respective records thereof, all in further aid of this description.

TO HAVE AND TO HOLD all the granted premises, together with all the privileges and appurtenances thereof, to the said Grantees, **South S. Sigler and Julie R. Sigler,** husband

and wife and tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and we, the said Grantors, Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, for ourselves and our heirs, successors and assigns, do covenant with the said Grantees, South S. Sigler and Julie R. Sigler 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 the manner aforesaid, and that they are free from every encumbrance, except as aforesaid.

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, we, Nancy B. Bitter and Nancy B. Bitter, Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, hereunto set our hands and seal this Aday of October, 2018.

Nancy B. Bitter

John E. Benz and Barbara M. Benz Irrevocable Generation Skipping-Trust dated December 18, 1997

By:

Nancy B. Bitter, Trustee

STATE OF VERMONT )
LAMOILLE COUNTY ) ss.

At Source, in said County and State, this the day of Octcober, 2018, personally appeared Nancy B. Bitter individually and as Trustee for the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed of the John E. Benz and Barbara M. Benz Irrevocable Generation-Skipping Trust dated December 18, 1997.

Before me:

Notary Public See Solve Commission Expires: 2/10/2019

### KNOW ALL PERSONS BY THESE PRESENTS THAT

Joseph Travers and Susan Travers, of Montreal, Canada, and Lilac Hill Corporation, a Vermont corporation with offices in Burlington, Vermont, Grantors, in the consideration of Ten and More Dollars paid to their full satisfaction by E. Ward Bitter and Nancy Bitter, of Manhasset, New York, Grantees, by these presents, do freely Give, Grant, Sell, Convey and Confirm unto the said Grantees E. Ward Bitter and Nancy Bitter, husband and wife, as tenants by the entirety, and their heirs and assigns forever, certain lands and premises, in Stowe, in the County of Lamoille, and State of Vermont, described as follows, viz:

Being the lands and premises conveyed to Travers Forest Products, Inc., by Warranty Deed of Laura Louise Madison, dated September 8, 1976, and of record in Volume 83 at pages 137-139 of the Stowe Land Records. Being a parcel of land containing 7.6 acres, more or less, calculated to the centerline of Town Road #23. Any property described herein lying within the highway right of way is quitclaimed only.

Life estates in the subject property were conveyed by quitclaim deed of Travers Holdings Corp to Joseph Travers and Susan Travers, by deed dated August 30, 2000, and recorded in Volume 409 at Page 335 of the Town of Stowe Land Records.

The property is subject to and includes certain rights of way of record, and reference is made to deeds between the Stowe Club Association and Nolex Corporation and Travers Forest Products, dated April 6, 1988, of record in Volume 160 at Page 300, 304 and 307, and to an Agreement benefiting the subject property, between Robinson Springs Corp. and Travers Forest Products, Inc., recorded in Volume 277 at page 341 of the said land records. Reference is further made to an Agreement between Nolex Corporation, Travers Forest Products Inc., and the Stowe Club Association, dated March 9, 1986, of record in Volume 120 at page 434 of the said land records.

Travers Forest Products, Inc., changed its name to Travers Holdings Corporation pursuant to a Certificate of Amendment, dated October 3, 1997, recorded in Volume 370 at page 266 of the Stowe land records. Travers Holdings Corporation changed its name to Lilac Hill Corporation, by Certificate of Amendment dated September 12, 2000, of record in Volume 630 at Page 298 of the Town of Stowe land records.

The property is conveyed in "as is" condition.

Reference is made to the aforementioned deeds, the references therein and records thereof, in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances therein to the said Grantees, E. Ward Bitter and Nancy Bitter, as husband and wife, as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and the said Grantor, Joseph Travers and Susan Travers and Lilac Hill Corporation, for themselves, and their heirs, successors and assigns, do covenant with the said Grantees, E. Ward Bitter and Nancy Bitter, and their heirs and assigns, that until the ensealing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are Free from every

# VOL642 PAGEO 27

encumbrance; except as aforesaid, and it hereby engages to warrant and Defend the same against all lawful claims whatever, except as aforesaid.

IN WHEREOF, we hereunto set our hands and seals this \_day of March 2006.

Susan Travers

LILACTILL CORPORATION

STATE OF VERMONT ) LAMOILLE COUNTY )

At this 1 day of March 2006, Joseph Travers and Susan Travers personally appeared, and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

STATE OF VERMONT ) LAMOILLE COUNTY )

At Scul this day of March 2006, Joseph Travers, duly authorized agent for Lilac Hill Corporation personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed as duly authorized agent.

Before me

TRANSFER TAX RECEIVED MR 33, 2006, ALISON & KAISER, TOWN CLERK, BTOWE.

23.2006al 11:02AM

NOLEX CORPORATION

\$

STOWE CLUB ASSOCIATES

443

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS That Holex Corporation, a Canadian corporation owning the hereafter described lands and premises situated in the Town of Stowe, County of Lamolile and State of Vermont, Grantor, in the consideration of TER AND MORE DOLLARS paid to its full satisfaction by Stowe Club Associates, Vermont limited partnership having an office and place of business in Stowe, Vermon, Granter, by these presents does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Granter Stowe Club Associates, and its successors and assigns forever, certains lands, premises, and appurtenances thereto situated in Stowe in the County of Lamoille and State of Vermont, described as follows:

TO

Being a portion of all and the same lands and premises covered to Nolex Corporation by Warranty Deed from M. Lee Scott dated December 26, 1959 and recorded in Book 62 at Page 48 of the Stowe Land Records, wherein said lands and premises are described as follows:

"Being all and the same land and premises as was deeded to the Lee Section to the warranty deed of Charles H. Churchill and Deel 18. Churchill doted July 13, 1957 and the street of the Section of Stowe Land Records. Being 108 acres, more or less, 19thing in that section of Stowe known as West Hill. In addition to the 108 acres there is conveyed herein a right of way 30 feet in widch running from the public highway to the land granted herein which right of way is to be used in common with the owners of the land conveyed herein and the owners of the present Sennent property. This conveyance is subject to a certain spring right the record of which is recorded in Book 33, Page 138 of Stowe Land Records."

Stowe Land Records."

The lands and premises conveyed herein consist of all and the same lands and premises conveyed to Nolex Corporation by the aforereferenced Warranty Deed from M. Lee Scott EKCHT a parcel of land containing 3.00 acres situated in the northeasterly corner of the Nolex Corporation property, upon which said 3.00 acre parcel is located a wood trame building and appurtenant to which is a 30-foot wide right-of-way leading to Town Road 37 known as Weeke Hill Road. The 3.00 acre parcel with building thereon and right-of-way appurtenant thereto which are excepted from this conveyance and retained by Nolex Corporation, and the 112's acre parcel of land which is boing conveyed hereby are shown on a map plan entitled "Proposed Conveyance By Nolex Corporation, Stowe, Vermont", prepared by J.P.R. Surveying dated January 1984 and filed in Map Book 4 at Page 3 of the Stowe Map Files, to which reference may be had for further particulars of depiction.

The aforedescribed land, premises, and appurenances thereto are, except for the seasoned and excepted lands, premises, and appurenances thereto are, except for the seasoned and excepted lands, premises and appurenance thereto, subject to and have the benefit to the seasoned decided and as otherwise appear in the Stowe Land Records. For turther particulars of description of the within conveyed property, reterence is hereby made to asid deeds and the references contained therein and to all other deeds and instruments of record in the Stowe Land Records as the same may aftect and apply to the property.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantes, Stowe Ulub Associates, and its successors and assigns, to their own use and behoof forever;

And the said Grantor, Nolex Corporation, for itself and its successors and assigns, does covenant with the said Grantes, Stove Club Associates, and its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same the manner aforesaid, that they are MREE FROM EVERY ENCUMBRANCE; except as aforementioned and aforereferenced.

And Nolex Corporation does hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforementioned and aforereferenced.

IN WITNESS WHEREOF, Nolex Corporation, by and through its undersigned duly authorized agent, hereunco executes this instrument on this 230 day of 300, 1985.

Han Wal

By Analy Juliprized agent

Nolex Corporation

STATE OF VERHONT COUNTY, SS.

At Lucintum in said County, this 22nd day of June 1985, personally appeared theory G. William flavour. duly sutherized agent acting for and on beatt of Nolex Corporation, and the acknowledged this instrument, by him sealed and subscribed, to be the free act and deed, and the free act and deed of Nolex Corporation.

Before me Alan IIII

My commission expires: 2-10-87

Vermont Property Trender Test
32 V.S.A. Chep. 231

ACKNOWLEDGMENT

Return Revid. Test Padri Roard of Health Cont. Revid.
19. Lend Use & Disordegment Plans Act. Ont. Revid.
19. Lend Use & Disordegment Plans Act. Ont. Revid.

No. A707140 Bigned Mane N. Besterleye, Clark

Stowe, Vermont Town Clerk's Office July 23 AD 1985 at 10 o'clock 34 minutes A.M. Received the instrument of which the foregoing is a true record.

Attest: Mai N. Letterly Town Clerk

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2. 22.2 4. 12. 12.6 6.26 (May

### AGREEHENT

WHEREAS, Travers forest Products, Ltd., a Vermont corporation with a place of business in Stove, County of Lamoille, and State of Vermont, hereinafter referred to as Travers is the owner of certain lands and premises located along Town Road 23 so-called Weeks Hill Road, in Stove; and

WHEREAS, Stove Club Associates is a Limited

Partner-hip with a place of business in Stove, County of Lamoilla, and State of Vermont, horeinafter called Stove Club, is the owner of certain lands and premises which abuts the lands and premises owned by Travers; and

WHEREAS, Stove Club Associates has applied for a State of Vermont Land Use Permit, application #5L0822/5L0822 (Revised) in which proceeding Travers Forest Products, Ltd. has party status, and

WHEREAS, the Stove Club Associates has proposed and made application for amendment to the above referred to application; and

WHEREAS, it is desirable from the point of view of Stove Club to proceed in its application without opposition from Travers; and

YMEREAS, Noiex Corporation, hereinafter referred to as Noiex, is the owner of lands and premises adjacent to both the lands and premises of Stove Club and Travers; and

WHEREAS, Travers is desirous of having ensements

along and across properties owned by Nolex; and

WHEREAS, Nolex deems it a bonofit to itself to accommodate the needs and desires of both Travers and Stove Club, as hereinbefore expressed:

NOW, THEREFORE, Stowe Club and Nolox agree to grant under Travers Forest Products, Etd., its successors, and assigns, an easement for all purposes, including but not limited to the right to keep, maintain, repair and replace as nocessary, the pend and earth embankment, that presently encroaches upon the Nolex Property, and the right to use and enjoy the essement eres for all purposes, except the construction of buildings All work activities performed, including landscaping, planting a lawn, and necessary grooming, moving, and maintenance operations, undertaken on the area subject to the essement, shall be done in a good, careful, sound and proper manner, causing the least disruption within the easement area. Any disturbed earth or ground resulting from such work, shall be groomed and well maintained, and kept in a manner as to prevent an unkempt appearance. The easement herein referred to shall be evidenced by a Deed of Masement duly executed by the appropriate parties, which shall be surveyed and more specifically described in said deed, at no cost to Travers, and pertain to the following described premises:

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on the team "structure" is Defined and constand by: the Thouse just the total the total part of the total the point of inter appeared by the total throughout the appeared by the total throughout the part of the total throughout throughout the total throughout the total throughout throughout the total throughout the total throughout throughout the total throughout throughout throughout the total throughout throughout throughout the total throughout throughout the total throughout throughout the total throughout throughout throughout the total throughout throughout the total throughout the total throughout throughout throughout throughout throughout the total throughout the total throughout throughout the total throughout throughout the total throughout throughout the transfer throughout the t

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That upon the execution and delivery of the dood of easement, in recordable form with a description satisfactory to Travers, and upon the issuance of a stipulation acceptable to the District Environmental Commission V accepting the conditions hereinbefore referred to, then and in those events, Travers forest Products, Ltd., will withdraw its party status as to application 5L0872/5L0822 (Revised). Dated at Streve. this oth s'Yorest Products, Ltd. its duly authorized agent itness STATE OF VERMONT COUNTY, BS. duly authorized agent of 1986. Travers Forest Products, Ltd., personally appeared and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed. day of 721 Dated at S NEZ SURNO this 26 fouris mare malestar STATE OF VERHONT CATHERULA COUNTY, 85. at Shelburne this 78 day of February , a duly authorized agent and 1986, Juln C. Sichrah general purtner of Stove Club Associates, personally appeared and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed. BEFORE HE TUICE H CAUCAD > Dated at Stone, Varment this 214 day of February 1986. Alan Multe, or agent are stony-Nolex Corporation by its duly authorized agent 2111 day of February At Shur, Hammer this 1986. When Themtike . . a duly authorized agent of Rolex Corporation, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and doed, are agent and attention in our tor Holes Corpration, and the ther at it deed at Abine Loypetin.

BEFORE HE Sil Wolf Sand

464	SURVEY NUMBER:
Usted on State Register VT AC (19) 11 - 21 - 21 - 21	0808-151
Date:	NEGATIVE FILE NUMBER:
	88-A-27 (13-16)
STATE OF VERMONT	UTM REFERENCES: Zone/Easting/Northing
Division for Historic Preservation	· · · · · · · · · · · · · · · · · · ·
Montpelier, VT 05602	18/683120/4928690
HISTORIC SITES & STRUCTURES SURVEY	U.S.G.S. QUAD. MAP:
Individual Structure Survey Form	Stowe 7.5' series
	PRESENT FORMAL NAME:
	Travers Forest Products, Inc.
COUNTY: Lamoille	ORIGINAL FORMAL NAMF:
TOWN: Stowe	unknown PRESENT USE: Seasonal Dwelling
LOCATION: On the west side of Weeks	
Hill Rd. (TH 23), .1 mile south of inter- section w/Percy Hill Rd. (TH 28).	ARCHITECT/ENGINEER:
COMMON NAME:	unknown
Clyde Brink Place	BUILDER/CONTRACTOR:
FUNCTIONAL TYPE: House	unknown
OWNER: Travers Forest Products, Inc.	PHYSICAL CONDITION OF STRUCTURE:
ADDRESS: Weeks Hill Road	Excellent 🗆 Good 🗷
Stowe, Vt. 05672 ACCESSIBILITY TO PUBLIC:	Fair Poor [
Yes No Restricted	STYLE: Vernacular/Classic Cottage
LEVEL OF SIGNIFICANCE:	DATE BUILT:
Local State National	c.1825
GENERAL DESCRIPTION:	
Structural System	
1. Foundation: Stone Brick	[] Concrete [] Concrete Block[]
2. Wall Structure	17 p-11-pp []
a. Wood Frame: Post & Bear b. Load Bearing Masonry: 1	Rrick Stone [] Concrete[]
Concrete Block	Didek beone [
c. Iron[] d. Steel[] e.	Other:
3. Wall Covering: Clapboard[]	Board & Batten[] Wood Shingle[]
Shiplap Novelty Asb	estos Shingle 🗌 Sheet Metal 🗍
Aluminum [] Emphalt Shing	le[] Brick Veneer[] Stone Veneer[] Other:
Bonding Pattern: Common 4. Roof Structure	Other:
a. Truss: Wood Iron	Steel Concrete
b. Other:	
5. Roof Covering: Slate Woo	od Shingle Asphalt Shingle
Sheet Metal[] Built Up[]	Rolled[] Tile[] Other:
6. Engineering Structure:	
7. Other: Appendages: Porches[] Towers[] Ci	upolas[] Dormers 🞆 Chimneys 🗮
Sheds[] Ells[] Wings Bay Wing	
Roof Style: Gable   Hip[] Shed[]	
Jerkinhead   Saw Tooth   With Mo	onitor[] With Bellcast[]
With Parapet!   With False Front!	Other:
Number of Stories: 1 1/2	N
Number of Bays: $6 \times 2$ Approximate Dimensions: $35^{\circ} \times 30 \ 1/2^{\circ}$	Entrance Location: eave
THREAT TO STRUCTURE:	LOCAL ATTITUDES:
No Threat  Zoning  Roads	Positive Negative 🗆
Development   Deterioration	Mixed[] Other:
Alteration   Other:	

# ADDITIONAL ARCHITECTURAL OR STRUCTURAL DESCRIPTION:

The Travers Forest Products, Inc. Classic Cottage has a west gable end 1 1/2-story, gable roofed ell which may be contemporaneous but has been recently altered. Principal block Classic Cottage features include a short kneewall and the interior end brick chimneys. Both chimneys have corbelled caps, the east end chimney has a brich arched crown which appears new. Principal block has an unusual 6 x 2 bay form. Brick wall structure appears to be load bearing with a Common Bond pattern consisting of 7 stretcher rows between each header row. West gable end second story has sheet metal simulated brick sheathing. Principal block trim includes a molded returning cornice, windows with beaded wood surround and quarter round architrave detail. Windows are generally 2/2 with louvered shutters. Eavesfront main entrance door is obscured by a new exterior storm door; entrance features a fieldstone slab sill, a 4-light transom window and is enframed by a beaded wood surround and quarter round architrave detail. Four eavesfront

# RELATED STRUCTURES: (Describe) RS#1 Shed/Guesthouse c.1890/c.1980

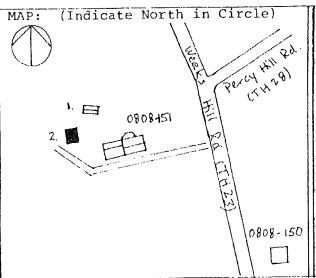
A 1-story, Vernacular, gable roofed, 4 bay, approximately 25' x 14' structure Appears to originally have been a post and beam, shed roofed structure as revealed by log framing exposed in the interior. Eavesfront, pent roof type

# STATEMENT OF SIGNIFICANCE:

The Travers Forest Products, Inc. house is a good example of a well maintained and well preserved Vernacular c.1825 early Classic Cottage in the town of Stowe. Walling's 1859 Map lists E. Moore as an early owner. Beers' 1878 Map lists S.Z. Poor as owner; Child's Business Directory (1883-84) states that Seneca Z. Poor had a dairy with 10 cows, a sugar orchard with 1,000 trees and was a farmer with 100 acres. Stowe residents refer to the house as the Clyde Brink place. Local history states that Clyde Brink assisted in building the Taft Lodge, a Long Trail trail shelter on Mt. Mansfield belonging to the Green Mountain Club.

REFERENCES: Maps: Walling's (1859), Beers' (1878)
Child's Business Directory (1883-84)

Interview: Paul Percy, neighbor, Stowe, Vt., June, 1988.



SURROUNDING ENVIRONMENT:
Open Land Woodland
Scattered Buildings
Moderately Built Up
Densely Built Up
Residential Commercial
Agricultural Industrial
Roadside Strip Development
Other:

RECORDED BY:
Elizabeth F. Pritchett
ORGANIZATION:
Vt. Div. for Historic Preservation
DATE RECORDED:
May 27, 1988

ADDITIONAL ARCHITECTURAL OR STRUCTURAL DESCRIPTION:

gable dormers with 6/6 windows, clapboard sheathing appear old. Eastern eaveside first story has brick infill appearing to replace former central bay window; square, small, gable windows above have hinged 4-light windows and flank a central 6/6 window. Rear eaves recent additions include a full eaves shed dormer with clapboard sheathing, 6/6 windows; first story left set of 15-light double doors; large bay window right with clapboard spandrel panels, banks of windows. Wing gable roof appears to have been extended on the full eavesfront; wing is now flush with principal block eavesfront. Wing features eavesfront casement windows and clapboard sheathing; rear eaves vertical board sheathing and assorted windows.

# RELATED STRUCTURES:

overhang which creates a recessed porch, has dimensional lumber framing and is a later addition. Clapboard and board and batten siding, concrete foundation, wood shingle roof. Eavesfront left hinged vertical board double door entrance; three square vertical 2-light windows right, with plain wood surround, have clapboard infill below indicating former windows were twice as long. Rear, large hinged vertical board door left, with old doorsill, serves as a shutter for a fixed large 12-light window. Central roof ridge square cupola with louvered sides, hip roof, horse weathervane is a recent addition. Structure appears to have formerly functioned as a chicken house.

RS#2 Shed/Garage c.1975

A 1 1/2-story, Vernacular, gable roofed, 3 x 1 bay, approximately 30' x 24' structure with concrete foundation, vertical board siding, sheet metal roof. Balloon frame with several old logs used indicates structure may have formerly been a post and beam barn. East side slightly recessed area right, has a central bay multi-light entrance door flanked by replacement arched windows. South end 6/6 windows, west side large garage bay with overhead sliding garage door. Non-contributing due to age.



# UNDERGROUND UTILITY LINES EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Travers Forest Products, Inc., A Vermont corporation having its principal place of business in Stowe, County of Lamoille, State of Vermont (referred to herein as GRANTOR), for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Stowe Club Associates, a Vermont limited partnership having a place of business in Stowe, County of Lamoille, State of Vermont (referred to herein as GRANTEE), and its successors and assigns forever, a certain perpetual and non-exclusive underground utility line easement upon and under the property of GRANTOR situated in the Town of Stowe, County of Lamoille, State of Vermont described hereinafter and upon the terms, stipulations, and conditions contained in this instrument.

The property of GRANTOR upon which this underground right-of-way easement is granted is described as being a portion of the property conveyed to GRANTOR by Warranty Deed from LAURA LOUISE MADISON dated September 8, 1976 and recorded in Book 83, Pages 137-139 of the Stowe Land Records. The easement area is thirty (30) feet in width proceeding from Stowe Town Highway No. 23 known as West Hill Road along the northerly perimeter boundary line of the GRANTOR'S property to the easterly perimeter boundary line of a parcel of land containing 3.00 acres, more or less, owned by Nolex Corporation, a Canadian corporation. (See Warranty Deed from Nolex Corporation to Stowe Club Associates dated July 22, 1985 and recorded in Book 116, Page 443 of the Stowe

Land Records for further particulars of description.)
Reference may also be had to a survey map entitled "Survey
of Former Bennett Property for Adelaide Knowles and Laura
Louise Madison" dated August 1971, prepared by J. Phillip
Rich, Registered Land Surveyor, recorded in Map Book 2, Page
22 of the Stowe Land Records, upon which said survey map
the easement area is shown and identified as the "FARM ROAD
30" RIGHT-OF-WAY WITH NOLEX CORPORATION."

The underground easement upon the GRANTOR'S property is hereby granted under the following terms, stipulations and conditions, and the GRANTEE in accepting this deed does for itself its heirs, successors and assigns agree to the following terms, stipulations and conditions:

- 1. The purpose of the easement is for installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone, cable television, and the like, pipes, conduits, transclosures, and other related equipment and paraphernalia for proper operation of the utility systems, Including in this grant is the ongoing right of the GRANTEE, and its agents, employees, and contractors, to enter upon the easement area crossing the GRANTOR's property to perform any and all repair, maintenance, and replacement work as may become necessary following installation of the utility systems.
- 2. All electrical, telephone, cable television, and other such utilty lines shall be placed in underground conduits within the easement area.

<del>Skulkansk skyletin a skyletin kalletin kalletin k</del>alletin (h. 1886)

- 3. All work performed in installing, maintaining, and replacing the utility systems shall be done in a good and careful manner. Following any such installation, repair, or replacement work, all open trenches and distrubed areas shall be promptly backfilled, graded, seeded, and mulched by GRANTEE or its agents and contractors to return the earth to a natural and undisturbed condition.
- 4. The rights and responsibilities arising hereunder shall be binding upon and inure to the benefit of the GRANTOR and GRANTEE herein and their respective successors and assigns, including but not limited to the Village of Stowe Electric Department, New England Telephone & Telegraph Company, Stowe Cablevision, Inc., and other such utility service providers.
- 5. The easement rights granted hereunder are being given in conjunction with a similar Easement Deed from Nolex Corporation to the GRANTEE herein for the purpose of extending the utility systems easement rights from Stowe Town Highway No. 23 known as West Hill Road to the perimeter boundary line of the GRANTEE'S property.

TO HAVE AND TO HOLD the easement granted hereunder and appurtenances thereto belonging, unto the use of the GRANTEE, Stowe Club Associates, and its successors and assigns forever.

# VEL 160 PAGE 310

IN WITNESS WHEREOF, the undersigned duly authorized agent acting for and on behalf of Travers Forest Products, Inc. hereunto executes this instrument on the 18th day of March , 1988.

Travers Fore

STATE OF VERMONT

LAMOILLE COUNTY, SS.

avers, duly authorized

At Barre, County of . Washington, ..., on this 18th day , 1988, personally appeared Joseph Travers, duly authorized agent of Travers Forest Products, Inc., and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Travers Forest Products, Inc.

Notary Public

IN WITNESS WHEREOF, Stowe Club Associates, a Vermont limited partnership, by West Hill Development Corporation, a Vermont corporation, acting by and through John Giebink, its President and duly authorized agent, does hereunto set its hand and seal this AS day of March. 1988.

Stowe Club Associates a Vermont limited partnership by West Hill Development Corp., a Vermont Corporation

John Giebink, its President and dely authorized agent

Right Coaf

Jane Mitchell
Witness

STATE OF VERMONT

LAMOILLE COUNTY, SS.

on this 99<sup>TL</sup> day of March 1988, John C. Giebink, President and duly authorized agent of West Hill Development Corp., in its capacity as general partner in Stowe Club Associates, personally appeared and acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of West Hill Development Corp. in its capacity as general partner in Stowe Club Associates.

Before me, Eig/

VT. PROPERTY TRANSFER RETURN # <u>1878099</u> TRANSFER TAX RECEIVED <u>4/1988</u> MARIE N. BETTERLEY, TOWN CLERK, STOWE, VT.

-3-

Stowa, V. Record Received

4/19/88 st /0'0/ / M

Marie N. Betterley, Town Clerk

### DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Stowe Club Associates, a Limited Partnership, with a place of business in Stowe, by and through its Duly Authorized Agent and General Partner West Hill Development Corporation, acting through John C. Glebink, President of West Bill Development Corporation; and Nolex Corporation, a Canadian Corporation, owning real estate in Stowe, by and through Alan Thorndike, Esq., its Agent and Attorney in Fact, Grantors, in the consideration of One Dollar (\$1.00) and other good and valuable consideration paid to our full satisfaction by Travers Forest Products. Inc., a Vermont Corporation with a place of business in Stowe, County of Lamoille, and State of Vermont, Grantee, do hereby grant unto the said Travers Forest Products, Inc., its successors or assigns, an easement for all purposes, including but not limited to the right to keep, maintain, repair, and replace as necessary the pond and earth embankment, presently existing on the property of Travers Forest Products, Inc., encroaching on the property of Nolex Corporation, and the right to use and enjoy said easement for all purposes except the construction of buildings, or structures as the term "structures" is defined and construed under Town of Stowe Zoning By-Laws presently in effect, provided, however, that installation of a fence shall be allowed with prior written approval of Nolex Corporation or its successors or assigns which approval shall not be unreasonably withheld.

All work activities performed, including landscaping, planting of lawns, and necessary grooming, mowing, and maintenance operations

# 短160 25301

undertaken on the area subject to the easement, shall be done in a good, careful, sound, and proper manner, causing the least disruption within the easement area. Any disturbed earth or ground resulting from such work, shall be groomed and well maintained, and kept in a manner as to prevent an unkempt appearance.

Said easement shall pertain to the following described premises:

Being part of the land and premises as was conveyed Stowe Club Associates by the Warranty Deed of Nolex Corporation, which Deed is dated the 22nd day of July, 1985, and recorded in Volume 116 at Page 443 of the Stowe Land Records; and is further described as being and applying to part of the same lands and premises as was conveyed to Nolex Corporation by the Warranty Deed of Lee Scott, which Deed is dated 25th day of December, 1969, and is recorded in Stowe Land Records, Book, 62 at Page 48, and is more specifically described as follows:

Beginning at a rebar which marks the southeasterly corner of lands of Molex Corporation, a northeasterly corner of lands of Stowe Club Associates and the westerly line of lands of Travers Forest Products.

Thence proceeding southerly along the common boundary line of lands of Travers Forest Products and lands of Stowe Club Associates on a bearing of S 40 degrees 22 minutes 17 seconds W for a distance of 86.66' to an iron pipe;

Thence proceeding northerly on a bearing of N O degrees 49 minutes 27 seconds E for a distance of 117.64' to an iron pipe on the common boundary line of lands of Stowe Club Associates and lands of Nolex Corporation;

Thence proceeding northerly on a bearing of N 40 degrees 22 minutes 17 seconds E for a distance of 260.74' to an iron pipe;

Thence proceeding easterly on a bearing of S 46 degrees 41 minutes 22 seconds E for a distance of 75.00' to an iron pipe on the common boundary line of lands of Nolex Corporation and lands of Travers Forest Products;

Thence proceeding southerly along the common boundary line of lands of Nolex Corporation and lands of Travers Forest Products, on a bearing of S 40 degrees 22 minutes 17 seconds W for a distance of 260.74' to the point of beginning.

Recitals and references herein are based on a map entitled, "Plat of Easement Stowe Club Associates and Travers Forest Products and Nolex Corporation Weeks Hill Road, Stowe," which plat of Easement is dated 5/7/87, performed by Scott D. Taylor, licensed land surveyor \$448 for Trudell Consulting Engineers, Inc., Williston, Vermont.

# YOL 160 ME302

TO HAVE AND TO BOLD the easement rights granted hereunder, with all priviledges and appurtenances thereto belonging unto the said Travers Forest Products, Inc., its successors and assigns forever.

AND the Grantors, Stowe Club Associates, and Nolex Corporation, covenant with the Grantee, and its successors and assigns, that they are lawfully seized in fee simple of the granted premises, and that they have good right and title to grant the aforementioned easement rights, that they are free from all emcumbrances, and that they, the Grantors, will warrant and defend the same to the Grantee, Travers Forest Products, Inc., and its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the undersigned, duly authorized agent, acting for and on behalf of Stowe Club Associates, hereinto executes this instrument on this  $\dot{\beta}^{LL}$  day of April , 1988.

IN THE PRESENCE OF:

Latricia a O'Brien

Char Bruk

towe Club Associates by its Duly uthorized Agent and General Partner lest Hill Development Corporation by and through its President, John Giebin

STATE OF VERMONT

CHITTENDEN COUNTY, SS:

At Shelburne this (ith day of cord , 1988, John Giebink, President of West Hill Development Corporation, Duly Authorized Agent and General Partner of Stowe Club Associates, personally appeared and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed, and the free act and deed of West Hill Development Corporation, and Stowe Club Associates.

Before me,

Patricia a O Bruen

# VIL 160 RE303

IN WITNESS WHEREOF	, the unders	igned, duly authorized agent and	i
		Alan Thorndike, sets his hand	
and seal this 12 mday of	April	, 1988.	

IN THE PRESENSE OF:

Witness ranie Randoll

Witness

Han Thelle, as agent and attorney in Frut For Notex Corportion Nolex Corporation by and through its Agent and Attorney In Fact, Alan Thorndike, Esquire

STATE OF VERMONT

LAMOILLE COUNTY, SS.

At Stowe this 12th day of 1:48 , 1988, Nolex Corporation by and through its Agent and Attorney in Fact, Alan Thorndike, who personally appeared and he acknowledged this instrument by him sealed and subscribed to be his free act and deed, and the free act and deed of Nolex Corporation.

VT. PROPERTY TRANSFER RETURN #48 18092 TRANSFER TAX RECEIVED 41/9/88 MARIE N. BETTERLEY, TOWN CLERK, STOWE, VT.

Stowa, Vt. Record Received
//9/88 et /0:/00 /A
Mische Rt. Besterley, Town Clark

# QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Stowe Club Associates, a Vermont limited partnership with a place of business in Stowe, County of Lamoille, State of Vermont, (Grantor) by and through its duly authorized agent and general partner, West Hill Development Corp., a Vermont corporation, acting through its President and duly authorized agent John C. Giebink, for good and valuable consideration consisting partly of an Underground Utility Lines Easement Deed from Travers Forest Products, Inc. to the Grantor, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto Travers Forest Products, Inc., (Grantee) a Vermont corporation having its principal place of business in Stowe, County of Lamoille, State of Vermont, and its successors and assigns forever, any and all right title and interest, which the Grantor, its successors or assigns have or may have, in and to a certain piece of land in Stowe, County of Lamoille, State of Vermont, described as follows, viz:

Being any and all interest in and to a certain thirty foot (30) wide right-of-way upon and across the lands of the Grantee, which the Grantor may have. Said thirty foot (30) right-of-way is described in and referred to in the Warranty Deed from Laura Louise Madison dated September 8, 1976 and recorded in Book 83, Pages 137-139 of the Stowe Land Records.

The Grantor reserves to itself and its successors and assigns, any and all rights granted to it by the

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# VII. 160 ME305

Underground Utility Lines Easement Deed of Travers
Forest Products, Inc., which Deed is dated the 18th
day of March , 1988, and is recorded in Stowe
Land Records Book 160 , Pages 307-309

In addition, the Grantor does, for itself, its successors and assigns, covenant with the Grantee, and its successors and assigns, that it will not now, or in the future, by virtue of title presently held, or title as may be acquired in the future, use, or attempt to use said thirty foot (30) right-of-way for any purposes otherthan contained in the "Underground Utility Lines Easement Deed herein before referred to." This covenant shall run with the land, and exist in perpetuity.

. TO HAVE AND TO HOLD its right and title in and to said Quitclaimed premises with appurtenances thereof, to the said Travers Forest Products, Inc., its successors and assigns forever. And furthermore, it, the said Stowe Club Associates, does for itself, its successors and assigns, covenant with the said Travers Forest Products, Inc., its successors and assigns, that from and after the ensealing of these presents, the said Stowe Club Associates will have and claim no right in, or to the said Quitclaimed premises, except as specifically set forth in the "Underground Utility Lines Easement Deed" of Travers Forest Products, Inc., to Stowe Club Associates dated the 18th day of March , 1988 recorded in Book 160 , Pages 307-309 of the Stowe Land Records.

# Property Included on 2005 Historic Site Survey and Not Within the Stowe Historic Overlay District

Historic Survey #

151

**Physical Location** 

1213 WEEKS HILL RD

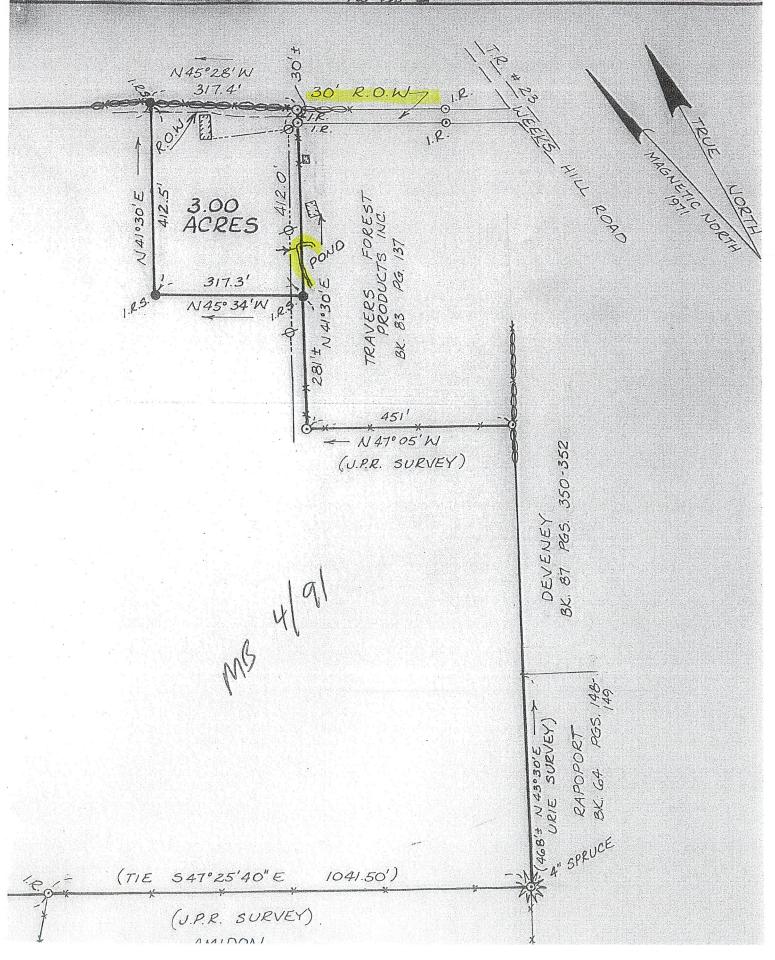
Tax ID

27014

Map ID

10-117.000

The above property includes one or more buildings included on the 2005 Historic Site Survey. Certain exterior changes to historic buildings require design review under Section 10 of the Stowe Zoning Ordinance. A description of the historic buildings on this property can be found in the Historic Survey notebooks located in the Zoning Office. Please contact the Zoning Office for further information about when design review is required.







# **Natural Resources Atlas**

Vermont Agency of Natural Resources

vermont.gov

Roads

EGEND

Nashua Lowell

Interstate



Waterbody

Not part of function Classification S:

Local

Minor Collector Major Collector Minor Arterial Principal Arterial

Town Boundary

# NOTES

Map created using ANR's Natural Resources Atlas

© Vermont Agency of Natural Resources

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

1" =

271 Ft.

1cm =

33

Meters

are any such warranties to be implied with respect to the data on this map.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

