

buildings now or hereafter standing on said premises well insured against loss by fire (and other hazards if required), for the benefit of said Mortgagee, to such amount and in such companies as shall be satisfactory to said Mortgagee, and shall pay the cost of such insurance when due; and shall also pay when due all taxes and assessments of every kind levied upon said premises; and shall keep the buildings thereon in good repair; and shall not commit any waste upon said premises, or suffer any waste to occur by neglect or the acts of others; and shall not allow the premises to be used for any improper purpose nor in violation of any law, ordinance or regulation and comply with all of the conditions of this deed, then this deed to be void, otherwise of full force and effect. It is further agreed between the parties hereto, and as a condition hereof, that in case said Mortgagors default in complying with and fails to perform any of the conditions and obligations herein set forth, that the CHITTENDEN TRUST COMPANY may perform such conditions and obligations and expend such monies as may be necessary so to do and that all such monies thus expended by the said CHITTENDEN TRUST COMPANY shall become and be a debt due and owing from said Mortgagors to the CHITTENDEN TRUST COMPANY and that such amounts shall be secured by this mortgage. It is further agreed by the parties hereto that title to the property described in this mortgage shall not be transferred without the consent of the Mortgagee first obtained in writing and that in the event title to this property is transferred without the consent of the Mortgagee first obtained in writing, the whole of the unpaid balance of the indebtedness hereunder may, at the option of the holder of this mortgage, become immediately due and payable. The Mortgagors also agree to pay, in the event of foreclosure under this mortgage, a reasonable solicitor's fee. It is further agreed that in the event of default in the payment of any of the debts secured by this mortgage or any of the conditions of this mortgage, the said CHITTENDEN TRUST COMPANY may collect and receive any and all rents from any tenant occupying said mortgaged premises, and in case the premises are vacant, to rent or lease the same at such rental as the said CHITTENDEN TRUST COMPANY may deem reasonable and apply the same first to the payment of the interest due on said note, then to the balance on the principal. IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of September A.D. 1967.

IN PRESENCE OF

Joanne B. Myers
Conrad P. Flynn

John H. Potter SEAL
Linda H. Potter SEAL

STATE OF VERMONT

Chittenden County, ss.) Personally appeared at Shelburne in said County, John H. Potter and Linda M. Potter the signers and sealers of the above written instrument, and acknowledged the same to be their free act and deed, this 15th day of Sept. A.D., 1967. Before me, Conrad P. Flynn Notary Public
SEAL My Commission Expires Feb. 10, 1969

Received for record September 16, 1967 at 11:00 A.M., and recorded.

Attest, Conrad P. Flynn Town Clerk

DISCHARGE--The note described in the condition of this mortgage having been fully paid, the CHITTENDEN TRUST COMPANY does hereby discharge said mortgage. Signed and sealed at _____, Vermont, this _____ day of _____ A.D. 19 _____

IN PRESENCE OF

CHITTENDEN TRUST COMPANY

By

Treasurer and Agent

FLOYD & FLORENCE M. FOOTE

TO
FRANCIS R. & PATRICIA D. BIDINGER

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT FLOYD and FLORENCE M. FOOTE of Charlotte in the County of Chittenden and State of Vermont Grantors, in the consideration of -----Ten and more-----Dollars paid to our full satisfaction by FRANCIS R. and PATRICIA D. BIDINGER of Davis in the County of Yolo and State of California Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees FRANCIS R. and PATRICIA D. BIDINGER husband and wife, as tenants by the entirety, and their heirs, successors or assigns forever a certain piece of land in Charlotte in the County of Chittenden and State of Vermont, described as follows, viz: A parcel of land located on the southerly side of the east-west highway leading from East Charlotte to Hinesburg, and on the westerly side of the road known as Dorset Street Extension, said parcel of land containing 69 acres, more or less, said parcel of land being more particularly described as follows: Beginning at the point of intersection of the southerly line of said east-west highway and the westerly line of Dorset Street Extension; thence proceeding in a southerly direction in and along the westerly line of Dorset Street Extension to the southeasterly corner of the within grantors' property; thence deflecting to the right and proceeding in a westerly direction in and along the northerly line of the Charles Bean property; to the southwesterly corner of the within grantors' property; thence deflecting to the right and proceeding in a northerly direction in and along the easterly line of the property owned by one Marble to its point of intersection with the southerly line of lands now or formerly owned by one St. George; thence deflecting to the right and proceeding in and along the southerly line of said St. George property to the southeasterly corner thereof; thence deflecting to the left and proceeding in a northerly direction in and along the easterly line of said St. George property to a point in the southerly line of the east-west highway; thence deflecting to the right and proceeding in an easterly direction in and along the southerly line of said east-west highway to the point of beginning. This is a portion of the same lands and premises conveyed to the within grantors by Warranty Deed of Darwin O. and Florence Foote dated June 1, 1935, of record in Volume 24, Pages 297-298 of the Land Records of the Town of Charlotte. The within grantors hereby reserve for a period of two years from the date of this conveyance all buildings located on the within conveyed parcel of land except the most southerly barn located on said property, with the right to remove said reserved buildings within said two year period. The within grantors, for themselves, their heirs, executors, administrators and assigns, hereby reserve the right to use the existing water supply located on the within conveyed parcel of land for normal domestic purposes in common with the within grantees. This land is lease or school land, so called, and subject to a rental payable to the Town of Charlotte. To said deed, the record thereof, and to the deeds and records therein referred to, reference is hereby made in further aid of this description. TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees FRANCIS R. and PATRICIA D. BIDINGER husband and wife, as tenants by the entirety, their heirs, successors or assigns, to their own use and behoof forever; And we the said Grantors FLOYD and FLORENCE M. FOOTE for ourselves and our heirs, executors, administrators, successors or assigns, do covenant with the said Grantees FRANCIS R. and PATRICIA D. BIDINGER, their heirs,

JAMES H. QUIMETTE
jho@orlaw-vt.com
JAMES W. RUNCIE
jwr@orlaw-vt.com

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April 17, 2014

Bill Bryant, Town Administrator
TOWN OF BRISTOL
P.O. Box 247
Bristol, VT 05443

Re: Quit Claim Deed of interest in Glebe Land to Fuller

Dear Bill:

I have enclosed herewith for the consideration of the Selectboard, a Quit Claim Deed from the Town of Bristol to Robert G. Fuller. The purpose of this Quit Claim Deed is to convey to Mr. Fuller the residual interest of the Town of Bristol in the so-called glebe land that forms a part of the Fuller parcel that is being conserved with the Vermont Land Trust. Glebe land was originally set by the British government for the use of the Church of England and then granted by the Vermont Legislature to the various towns for the use of schools. See 24 V.S.A. § 2401. The Selectboard is entitled to possession of such lands, 24 V.S.A. § 2402, and may lease such lands as they deem beneficial, reserving rents for the same to be paid annually to treasury of the town. 24 V.S.A. § 2403. These rents are now included in the property taxes paid to the town.

The Town holds its fee title in glebe lands as trustee of a public trust for the benefit of its inhabitants, the beneficiaries. Jones v. Vermont Asbestos Corporation, et. al., 108 Vt. 79 (1936). Pursuant to 24 V.S.A. § 2406, Towns may convey by deed the fee simple in glebe lands to the owner and holder of the leasehold rights. As stated in Jones v. Vermont Asbestos Corporation, et. al., at Page 102: "The consent of the Selectmen is consent of the Town, as Trustee; and nothing more is necessary." Thus, the decision on this conveyance is for the Selectboard and not for the voters of the Town. Subsection (e) of 24 V.S.A. § 1061 specifically exempts from that Section real estate held by a municipality in a fiduciary capacity. I have also attached copies of letters from two title insurance companies concurring that 24 V.S.A. § 1061 is inapplicable to perpetual lease lands.

November 6, 2014
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Thank you for your consideration of this request.

Sincerely,

JAMES H. OUIMETTE

JHO:jlj
Enc.