

CORRECTIVE WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS, that **Gregg H. Beldock** and **Elizabeth Beldock** both of Charlotte, in the County of Chittenden and State of Vermont, Grantors, in the consideration of ONE AND MORE DOLLARS paid to Grantors' full satisfaction by **Randolph C. Frantz** and **Mary Page Frantz**, husband and wife, tenants by the entirety, both of Charlotte, in the County of Chittenden and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees **Randolph C. Frantz** and **Mary Page Frantz**, husband and wife, tenants by the entirety, and their heirs and assigns forever, a certain piece of land in Charlotte, in the County of Chittenden and State of Vermont, described as follows, viz:

PARCEL 1: Being a parcel of land depicted as Lot 3B on a plat of survey entitled, "Plouffe Farm Subdivision, Gregg & Elizabeth Beldock, Plouffe Lane, Charlotte, Vermont," prepared by William A. Robenstein, dated April 22, 1997 and revised March 14, 2001 and March 29, 2001, and to be recorded in Map Clip __, Page __ of the Town of Charlotte Land Records (the "Revised Plat of Survey"). Lot 3B is more particularly described as follows: commencing at an iron pipe marking the southwesterly corner of Lot 4 as depicted on said Revised Plat of Survey, which said point marks the northwesterly corner of Lot #3B; thence proceeding in and along the southerly sideline of Lot 4 S54°26'00"E a distance of 714.54 feet to an iron pin; thence continuing along the same bearing a distance of 40.00 feet to an iron pin; thence turning to the right and proceeding S10°03'43"E a distance of 204.58 feet to an iron pin; thence continuing along the same bearing a distance of 50.77 feet to an iron pin; thence continuing along the same bearing a distance of 251.03 feet to an iron pin located in the northerly sideline of Plouffe Lane, so-called; thence turning to the right and proceeding S42°05'00"W a distance of 76.26 feet to an iron pin; thence turning to the right and proceeding N56°48'49"W a distance of 942.61 feet to a point; thence turning to the right and proceeding N28°11'20"E a distance of 249.20 feet to an iron pin; thence deflecting to the left and proceeding N07°51'00"E a distance of 210.00 feet to the point or place of beginning. All distances and bearings aforesaid are "more or less."

PARCEL 2: Being a parcel of land depicted as Lot 3A on the Revised Plat of Survey aforesaid. Lot 3A is more particularly described as follows: commencing at a point in the northerly sideline of Plouffe Lane, so-called, which said point marks a southeasterly corner of Lot 3A and a northeasterly corner of Lot 2 as depicted on the plat of survey aforesaid; thence proceeding N76°36'00"W a distance of 585.82 feet to a point; thence proceeding N46°02'00"W a distance of 326.87 feet to a point marking the northwesterly corner of Lot 3A; thence turning to the right and proceeding N28°11'20"E a distance of

602.02 feet to a point, which said point marks the northeasterly corner of Lot 3A; thence turning to the right and proceeding S56°48'49"E a distance of 942.61 feet to a point, which said point marks the southeasterly corner of Lot 3A; thence turning to the right and proceeding in and along the northerly sideline of Plouffe Lane, so-called, as follows: S42°05'00"W a distance of 112.44 feet to a point; S45°18'00"W a distance of 105.57 feet to the point or place of beginning. All distances and bearings aforesaid are "more or less."

Conveyed herewith is a permanent non-exclusive easement and right of way 60 feet in width over and across Plouffe Lane, so-called, as depicted on a plat of survey entitled, "Plouffe Farm Subdivision, Gregg & Elizabeth Beldock, Plouffe Lane, Charlotte Vermont," prepared by William A. Robenstein, dated April 22, 1997, and of record in Map Clip 2, Page 18 of the Town of Charlotte Land Records (the "Original Plat of Survey"), from Carpenter Road to the old farm road which provides access to Lots 3A and 3B. The easement over and across Plouffe Lane, so-called, shall be used in common with the owners of Lots 1, 2, 3, 4, 5, 6 and the Grantors' homestead parcel, portions of which are depicted on the Original Plat of Survey aforesaid. The costs of improving, maintaining and repairing Plouffe Lane shall be shared by Grantors and Grantees all as set forth in a certain instrument entitled, "Declaration of Plouffe Lane Maintenance Obligations," dated June 9, 1997, and of record in Book 94, Page 186-187 of the Town of Charlotte Land Records, as amended by the First Amendment to Declaration of Plouffe Lane Maintenance Obligations dated February 16, 2001, and of record in Book 114, Pages 272-273 of the Town of Charlotte Land Records, and by the Second Amendment to Declaration of Plouffe Lane Maintenance Obligations of even date herewith and to be recorded in the Town of Charlotte Land Records.

Also conveyed hereby is an easement and right of way for ingress and egress 60 feet in width leading from Plouffe Lane to Lots 3A and 3B over and across the "Existing Farm Road" as depicted on the Revised Plat of Survey. The center of said Existing Farm Road shall mark the center of the easement. Said easement and right of way is also hereby conveyed to and for the benefit of Lot 3 and shall be shared with the owners of Lot 3 as depicted on the Original Plat of Survey to a point not exceeding 600 feet from where said right of way leaves Plouffe Lane. Beyond such 600-foot distance, the owner of Lot 3 and its successors and assigns shall have the sole and exclusive use of said easement area for ingress and egress and of any roadway constructed within said easement area. By the acceptance of this conveyance, Grantees, for themselves and their heirs, successors and assigns, agree that the cost of maintenance, repair, snowplowing or other expenses for the use of that portion of the roadway used in common by the owners of Lots 3, 3A, 3B, 4 and 5 shall be shared equally except that any damage to the roadway caused by any lot owner, their guests or invitees, shall be repaired by said lot owner. Notwithstanding the foregoing, no lot owner shall have any maintenance, repair or snowplowing obligations until commencement of construction of a dwelling on his/her lot. (The "60 foot wide easements" leading from Plouffe Lane and located southerly of and adjacent to Lots 4 and 5 as depicted on the Original Plat of Survey are hereby terminated and of no further force and effect).

Also conveyed herewith is the perpetual easement and right of way for the underground installation of power, cable, telephone and other utility lines leading from Carpenter Road, so-called, to the parcel conveyed herein in the area depicted as "10' Utility Easement" on the Original Plat of Survey aforesaid.

This conveyance is subject to and has the benefit of the following:

1. Declaration of Plouffe Lane Maintenance Obligations by Gregg H. Beldock and Elizabeth Beldock dated June 9, 1997, and of record in Book 94, Page 186 of the Town of Charlotte Land Records;
2. Declaration and Grant of Conservation Easements and Restrictions by Gregg H. Beldock and Elizabeth Beldock dated May 13, 1997, and of record in Book 93, Pages 574-578 of the aforesaid land records;
3. Declaration of Protective Covenants and Restrictions for Plouffe Farm Subdivision of Gregg H. Beldock and Elizabeth Beldock dated May 13, 1997, and of record in Book 93, Pages 564-568 of the aforesaid land records, as amended;
4. Agreement and Waiver (Roadway) between the Town of Charlotte and Gregg H. Beldock and Elizabeth Beldock dated May 13, 1997, and of record in Book 93, Pages 572-573 of the aforesaid land records;
5. Sewage Service Agreement, Waiver and Easement between Gregg H. Beldock and Elizabeth Beldock and the Town of Charlotte dated May 13, 1997, and of record in Book 93, Pages 569-571 of the aforesaid land records;
6. All restrictions set forth in the final plat approval of the Charlotte Planning Commission dated April 22, 1997, and of record in the Town of Charlotte Land Records, as amended.
7. Reference is made to the Decision of the Charlotte Planning Commission dated May 3, 2001 approving the subdivision modification and amendment to combine Lot 2 with Lot 3A and Lot 4 with Lot 3B.

RESERVED AND EXCEPTED from this conveyance is an easement and right of way in favor of the Town of Charlotte and its agents for the purpose of providing ingress and egress to the pond situated on Lots 4 and 5 and for drawing water from said pond and any hydrants proximate thereto for fire suppression use.

ALSO RESERVED AND EXCEPTED from this conveyance for the benefit of the Grantors and their heirs and assigns is the right to use and maintain the existing trails on Lots 3A and 3B for walking, horseback riding, skiing and other non-motorized recreational activities. Snowmobiles shall not be permitted except in connection with cross-country skiing grooming activities. Further reserved and excepted from this conveyance for the benefit of Grantors and their heirs and assigns is the right to remove down or diseased trees on Lot 3A and Lot 3B in accordance with good forest management practices consistent with the Declaration and Grant of Conservation.

Easements and Restrictions dated May 13, 1997, and of record in Book 93, Pages 574-578 of the Town of Charlotte Land Records.

RESERVED AND EXCEPTED from this conveyance is the right of the Grantors and their heirs and assigns to use the Existing Farm Road as depicted on the Revised Plat of Survey to access portions of Lot 6 retained by Grantors. Such use shall be for agricultural and recreational purposes only.

The premises conveyed herein shall also be subject to the following covenants which shall run with the land and be binding upon Grantees, their heirs and assigns and successors in interest in the property:

1. No development shall occur on Lots 3A and 3B. As used herein, development includes, but is not limited to, the erection of structures of any kind on Lots 3A and 3B.
2. Lot 3B is hereby merged with Lot 4 and shall not thereafter be subdivided from Lot 4 and Lot 3A is hereby merged with Lot 2 and shall not thereafter be subdivided from Lot 2 unless:
 - a. either or both of said Lots 3A or 3B or any portions thereof is conveyed to a so-called IRS Section 501(c)(3) organization under circumstances where development rights to said parcels are restricted or
 - b. the Grantors provide their express written consent to such subdivision.

Being a part and portion only of the same land and premises conveyed to Gregg H. Beldock and Elizabeth A. Beldock by Warranty Deed of Yvan J. G. Plouffe dated March 29, 1996, and of record in Book 88, Pages 386-389 of the Town of Charlotte Land Records.

The purpose of this deed is to correct the Warranty Deed from Gregg H. Beldock and Elizabeth Beldock to Randolph C. Franz and Mary Page Frantz dated February 16, 2001 and of record in Book 115 at Pages 38-41 of the Charlotte Land Records, which omitted reference to the Revised Plat of Survey depicting Lots 3A and 3B.

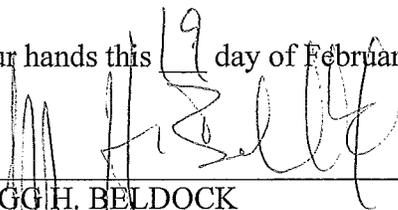
Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

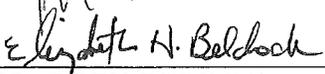
TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, **Randolph C. Frantz** and **Mary Page Frantz**, husband and wife, tenants by the entirety, and their heirs and assigns, to their own use and behoof forever;

And, the said Grantors, **Gregg H. Beldock** and **Elizabeth Beldock** for themselves and their heirs, executors and administrators, do covenant with the said Grantees, **Randolph C. Frantz** and **Mary Page Frantz**, their heirs and assigns, that until the ensealing of these presents, Grantors are sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as above stated.

And the said Grantors, 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 19 day of February, 2015.



GREGG H. BELDOCK


ELIZABETH BELDOCK

STATE OF VERMONT
CHITTENDEN COUNTY, SS

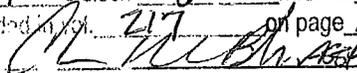
At Burlington, this 19th day of February, 2015, personally appeared GREGG H. BELDOCK and ELIZABETH BELDOCK and they acknowledged this instrument, by them subscribed, to be their free act and deed.

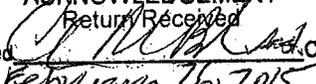
Before me, 

Notary Public

643624.1

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

This 26 day of February A.D. 2015
at 9 o'clock 0 minutes A m and
re corded in vol. 217 on page 43-47
Attest  Town Clerk

ACKNOWLEDGEMENT
Return/Received
Signed  Clerk
Date February 26, 2015