

CERTIFICATE OF TRUSTEE

Vol. 221

Page 611

ROBERTA D. WOOD is the sole Trustee of the Roberta D. Wood Family Trust (the "Trust") u/t/a dated February 19, 2004, amended by Amendment to Trust Agreement dated April 28, 2008 and further amended by Amendment to Trust Agreement dated October 11, 2012 (the "Trust Agreement") and she hereby states and affirms under oath that the following statements are true and correct:

1. The name of the Trust is the "Roberta D. Wood Family Trust." The Trust was created under Trust Agreement dated February 19, 2004. The Trust was amended on April 28, 2008, and further amended on October 11, 2012 with Roberta D. Wood, of 640 Converse Bay Road (P.O. Box 126), Charlotte, Vermont 05445, as the Donor and sole Trustee.
2. The Trust has not been terminated, revoked or amended (except as set forth herein), nor is there any fact or circumstance that would cause a termination or revocation of the Trust retroactive to a date before this Certificate.
3. The Trust has been in full force and effect from February 19, 2004 through the date of this Certificate.
4. This Certificate is being made in connection with the sale of real estate located at and known as "Lot 2" being 10.10 acres and located at 3117 Guinea Road, Charlotte, Vermont to Steven Dickens and Myra Handy.
5. Article 7.1(b) of the Trust Agreement provides that the sole Trustee or Trustees, in the event of multiple Trustees, shall have the following powers: "To sell, convey, exchange or mortgage any property, real or personal, to or with any person, in such manner and upon such terms as the Trustees deem advisable, all without the necessity of obtaining judicial authorization therefor."
6. The powers of Roberta D. Wood, as the sole Trustee are in effect on the date hereof and have not been modified, amended, reduced or limited and there are no provisions limiting the authority of the Trustee as set forth in Paragraph 5, above.
7. The Trust is not under the supervision of any court.

IN WITNESS WHEREOF, ROBERTA D. WOOD, sole Trustee of the Roberta D. Wood Family Trust u/t/a dated February 19, 2004, amended by Amendment to Trust Agreement dated April 28, 2008 and further amended by Amendment to Trust Agreement dated October 11, 2012, has executed or caused this Certificate of Trustee to be executed as of the 8th day of January, 2016.

Roberta D. Wood
Roberta D. Wood

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 8th day of January, 2016, personally appeared ROBERTA D. WOOD, sole Trustee of the Roberta D. Wood Family Trust u/t/a dated February 19, 2004, amended by Amendment to Trust Agreement dated April 28, 2008 and further amended by Amendment to Trust Agreement dated October 11, 2012, to me known to be the person who executed the foregoing instrument, and she acknowledged this instrument, him signed, to be her free act and deed, individually and in her legal capacity as sole Trustee of the Roberta D. Wood Family Trust.

Before me, Jessica R S
Notary Public

Printed Name: Michelle W Farkas
Notary commission issued in
Chittenden County
My commission expires: 2/10/19

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD

This 11th day of January A.D. 2016
at 11 o'clock 00 minutes A m and
recorded in vol. 221 on page 611
Attest Mary A Mead Town Clerk

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, as amended, with a situs in Charlotte, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars, paid to her full satisfaction by **STEVEN DICKENS** and **MYRA HANDY**, of Shelburne, County of Chittenden and State of Vermont ("Grantees"), by these presents, does hereby **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantees, **STEVEN DICKENS** and **MYRA HANDY**, husband and wife, as tenants by the entirety, and their heirs and assigns and the heirs and assigns of the survivor thereof forever, a certain vacant piece of land with appurtenances thereto in the Town of Charlotte, County of Chittenden and State of Vermont (the "Premises"), described as follows, viz:

Being a portion of the land and premises conveyed to Roberta D. Wood Family Trust by Vermont Trustees' Deed from Roberta D. Wood, Roderick A. Dike and Ralph H. Dike, Co-Trustees of the Beatrice M. Dike Trust dated June 27, 2014 and recorded in Volume 213 at Pages 624-625 of the Town of Charlotte Land Records, and being more particularly described therein as follows:

Parcel A: A parcel of land containing 10.10 acres, more or less, being Lot 2 as shown on a plan entitled "3-Lot Subdivision & Boundary Line Adjustment Plat Showing Lands of Beatrice M. Dike Trust and John & Kelly Butnor, 3015 Guinea Road, Charlotte, Vermont", dated March 25, 2014, and prepared by Button Professional Land Surveyors, PC, of record in Map Slide 187, Page 3 of the Town of Charlotte Land Records.

Lot 2 is conveyed with the burden of an easement for the purpose of installing, maintaining and repairing a replacement septic area on Lot 2 with the right to discharge residential waste water from Lot 1 therein, all for the benefit of Lot 1. Included with the easement is access onto Lot 2 for those purposes and a temporary easement for the construction and installation of the septic area over an area reasonably sufficient to safely and effectively operate the necessary equipment for the construction and installation. The owner of Lot 1, his successors and assigns, shall be responsible for the costs of and the work of returning the area disturbed on Lot 2 to its pre-existing condition prior to any disturbance, recognizing that the septic area will necessarily change the topography and appearance of the lot to some extent. Final grading, raking and reseeded of the disturbed area shall be sufficient to repair the disturbance, re-sodding the area shall not be required. In the event a replacement septic system is installed in the easement area, the Grantors herein, their heirs and assigns, shall have the right to maintain the surface of the easement area as required by Permit WW-138-1406 as it may be amended from time to time and as required by state law. This easement shall not be used unless and until the primary septic area for Lot 1 fails as defined by the State of Vermont Waste Water System and Potable Water Supply Rules. Reference is made to the Plan referenced above, which depicts the easement and replacement area.

The Premises are conveyed subject to and with the benefit of an easement for ingress and egress in common with Lot 3 of said subdivision for a shared driveway over and across the Lots. The portion of the easements used in common shall be the common access. From and after the date of this deed, Grantor and Grantees, their respective successors and assigns, shall be equally responsible for costs associated with snow plowing, repaving and routine maintenance of the common access. Additionally, any repairs to the common access shall be shared equally by Grantor and Grantees, provided, however, that any costs associated with repairs necessitated by the negligent act of either Grantor or Grantees, or their respective tenants, agents, licensees or invitees, shall be borne solely by the negligent land owner. Reference is made to the Plan described above, which depicts the shared easement and common access.

The Property is known and designated as 3117 Guinea Road, Charlotte, Vermont.

The Premises are subject to: (a) Wastewater System and Potable Water Supply Permit No. WW-138-1406 dated May 28, 2014 and recorded in Volume 213, Pages 310B-315B of said Land Records; (b) Town Subdivision Decision #PC-14-07 recorded on June 2, 2014 in Volume 213, Pages 378-381 of said Land Records; (c) taxes assessed on the Grand List not delinquent on the date of this Deed, which Grantees herein assume and agree to pay as part of the consideration for this Deed subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered; (d) the provisions of municipal ordinances, public laws and special acts; and (e) all easements and rights of way of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601, *et seq.*

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

TO HAVE AND TO HOLD the said granted Premises, with all the privileges and appurtenances thereto, to the said Grantees, **STEVEN DICKENS** and **MYRA HANDY**, husband and wife, as tenants by the entirety, and their heirs and assigns and the heirs and assigns of the survivor thereof, to their own use and behoof forever; and the said Grantor, **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, u/t/a dated February 19, 2004, as amended, for her heirs, successors and assigns, that until the ensembling of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and she hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, u/t/a dated February 19, 2004, as amended, does hereby execute this Warranty Deed this 8th day of January, 2016.

Roberta D. Wood

ACKNOWLEDGEMENT
Return Received (Including Certificates
and, if Required, Act 250 Disclosure
Statement) and Tax Paid.
Signed: Myra Handy Clerk
Date: January 11, 2016

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 11th day of January, A.D. 2016
at 11 o'clock 00 minutes A m and
recorded in vol. 221 on page 612-613
Attest: Myra Handy Town Clerk

by the entirety, and their heirs and assigns and the heirs and assigns of the survivor thereof, to their own use and behoof forever; and the said Grantor, **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, u/t/a dated February 19, 2004, as amended, for her heirs, successors and assigns, that until the ensembling of these presents, Grantor is the sole owner of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and she hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatsoever, except as aforementioned.

IN WITNESS WHEREOF, **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, u/t/a dated February 19, 2004, as amended, does hereby execute this Warranty Deed this 8th day of January, 2016.

Roberta D. Wood
Roberta D. Wood, Trustee of the
Roberta D. Wood Family Trust, u/t/a dated
February 19, 2004, as amended

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 8th day of January, 2016, personally appeared **ROBERTA D. WOOD, Trustee of the Roberta D. Wood Family Trust**, u/t/a dated February 19, 2004, as amended, to me known to be the person who executed the foregoing instrument, and she acknowledged this instrument, by her signed, to be her free act and deed individually, and as **Trustee of the Roberta D. Wood Family Trust**.

Before me, [Signature]
Notary Public

Printed Name: Nichelle N Farkas

Notary commission issued in Chittenden County
My commission expires: 2/10/19

<1083208v1/MNF>

- 2 -

5530106881
Prepared By:
Short, Sarah R - SSHORT

RECORD & RETURN TO
CT LIEN SOLUTIONS 14328
P.O. BOX 29071
Glendale, CA 91209-9071
51972882-VT590-Charlotte Town

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
This 11 day of January A.D. 2016
at 11 o'clock 0 minutes A m and
recorded in vol. 221 on page 613
Attest [Signature] Town Clerk

SATISFACTION OF MORTGAGE

TD Bank, N.A. , with a business address of 140 Mill Street , Lewiston , ME 04240 , certifies that it is the present owner of a mortgage executed by PETER C BRADY, COLLEEN K BRADY to TD Banknorth, N.A. in the amount of \$175,000.00 dated November 21, 2005 and recorded in CHARLOTTE , VT on December 12, 2005 at [Book] 160 , [Page] 249 , .

Property Address: 513 HIGBEE RD , CHARLOTTE , VT 05445

Property Description: [Lot] N/A , [Block] N/A

The above described mortgage is fully paid, satisfied and discharged. The recorder for said county is authorized to enter this satisfaction of record.

Dated: January 4, 2016

TD Bank, N.A. , TD Bank, N.A. f/k/a, TD Banknorth, N.A.

By: [Signature]
Short, Sarah R - SSHORT

By: [Signature]
Kaylee McEachern , Loan Ops Team Lead I
TD Bank, N.A.

STATE OF ME
Androscoggin COUNTY ss.

On January 4, 2016 before me, the undersigned, personally appeared Kaylee McEachern , Loan Ops Team Lead I of TD Bank, N.A. , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Lewiston , ME .

[Signature]
Jodi Marie Davis
Notary Public, ME
My Commission Expires: January 11, 2020