

Certcode 1002-1

YEAR ENDING FEBRUARY 10, 2026

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2026 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of BARTON VILLAGE in ORLEANS County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

Town Highways	Previous Mileage	Added Mileage	Subtracted Mileage	Total	Scenic Highways
Class 1	1.777			1.777	0.000
Class 2	1.940			1.940	0.000
Class 3	4.49	-0.35	0.36	-4.84 4.85	0.000
State Highway	1.150			1.15	0.000
<b>Total</b>	<b>9.357</b>			<del>9.707</del> 9.717	<b>0.000</b>
* Class 1 Lane	0.000			-	
* Class 4	0.10			.10	0.000
* Legal Trail	0.00			-	

\* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".

Attached is paperwork filed in 1994 for the additional roads. It appears this has never been added to the map.

The additional roadways should be added to the map and are highlighted. Also are copies of all related documents.

- +0.08 mi CL3 TH-425 (Sunrise Ave) new road
- +0.16 mi CL3 TH-426 (Redfield Rd) new road
- +0.11 mi Provisional CL3 TH-427 (Municipal Ln) new road

Part I updated and change descriptions in Part II written by K.Alley (VTrans) as per attached correspondence dated 3/13/2026

DS  
KMA

2. DISCONTINUED: Please attach SIGNED copy of proceedings (minutes of meeting).

3. RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings (minutes of meeting).

- + 0.01 mi CL3 TH-421 (Vigario Ln) remeasured

4. SCENIC HIGHWAYS: Please attach a copy of order designating/discontinuing Scenic Highways.

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees:

Resina L. Lyon  
Chris Muehlen

Mandy Plume

Signature of T/C/V Clerk:

[Signature]

Date Filed:

01/27/26

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

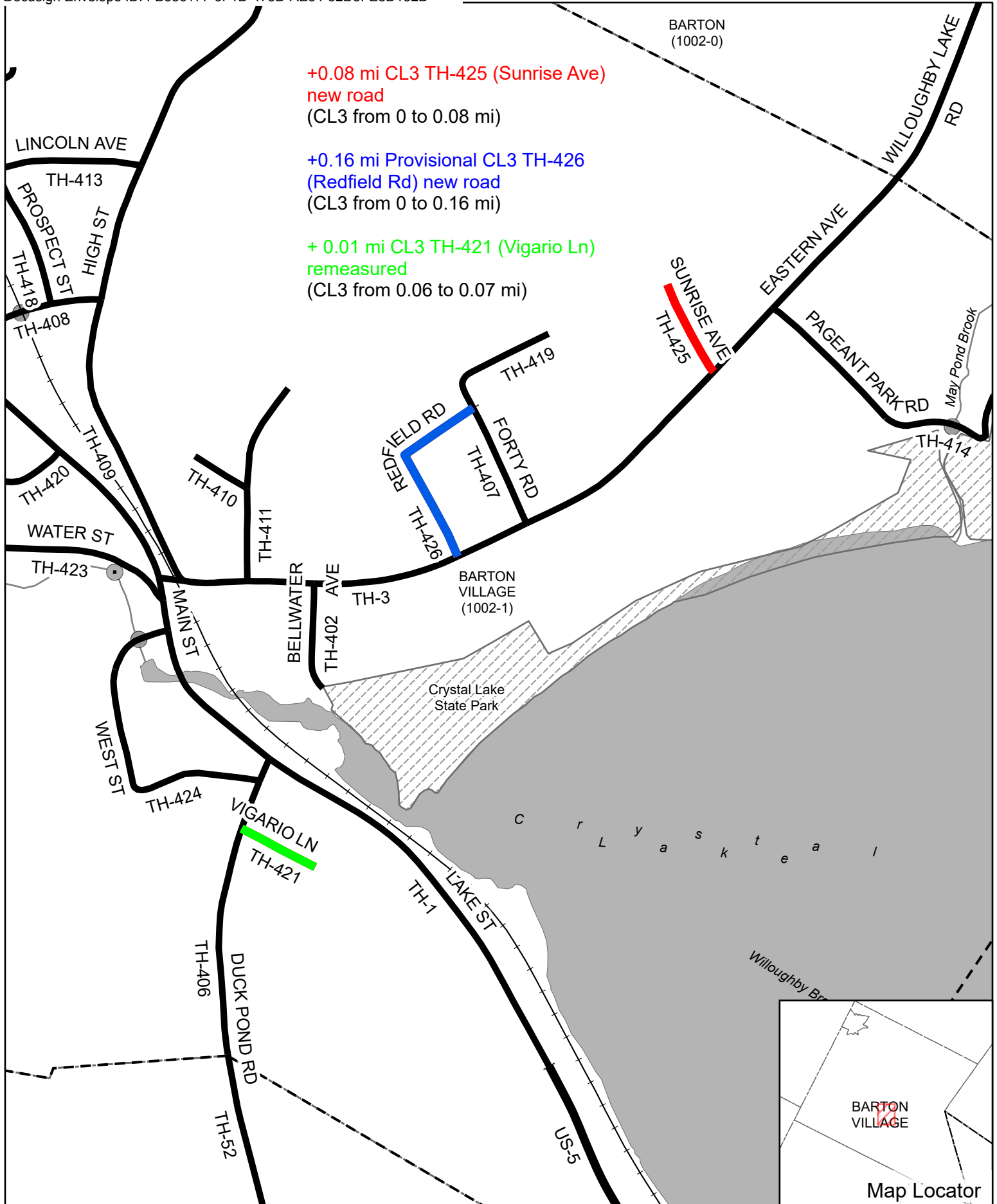
APPROVED:

DocuSigned by:  
Jonathan Croft  
8B1F350F309C4C9...

Executive, Agency of Transportation

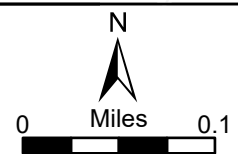
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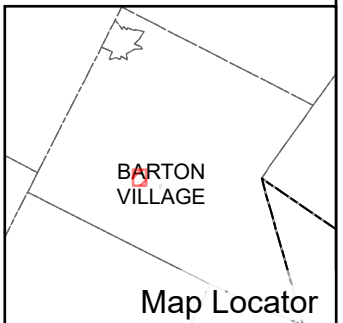
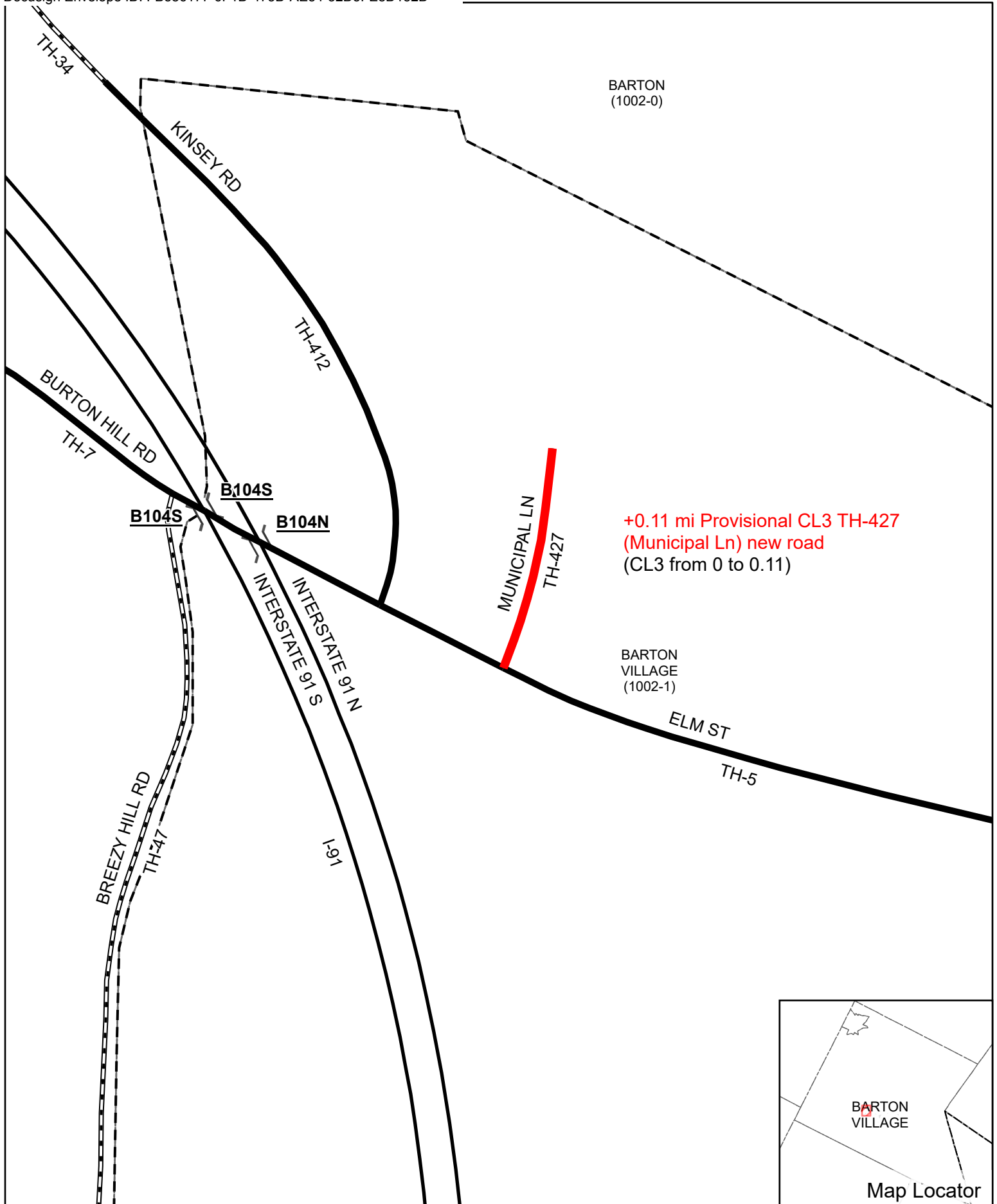
4/10/2026



**Mileage Certificate Changes 2026**  
**BARTON VILLAGE**

(CTUA:1002-1)  
(CERTCODE:1002-1)

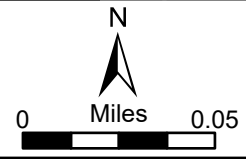




**Mileage Certificate Changes 2026**  
**BARTON VILLAGE**

(CTUA:1002-1)  
 (CERTCODE:1002-1)

Mapping Section  
 Division of Policy and Planning  
 Vermont Agency of Transportation -- March 23, 2026



## Alley, Kerry

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**From:** Gina Lyon <businessmanager@bartonvt.com>  
**Sent:** Friday, March 13, 2026 11:42 AM  
**To:** Alley, Kerry  
**Subject:** RE: Barton Village Municipal Lane

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Hi Kerry,

Thank you for reaching out just now!

The Village would like to proceed with a Provisional Class 3 Highway designation for both Municipal Lane and Redfield Road as we will be working with our Attorney to accept them both as Town Highways.

Please let me know if you have any questions.

Have a great day and weekend!

Thank you,

Gina

Business Manager  
Barton Village, Inc.  
(802) 525-7204

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**From:** Alley, Kerry <Kerry.Alley@vermont.gov>  
**Sent:** Wednesday, March 11, 2026 11:30 AM  
**To:** Gina Lyon <businessmanager@bartonvt.com>  
**Subject:** RE: Barton Village Municipal Lane

Good morning Gina,

Apologies for writing your name as “Jina” below! I coauthor a blog with someone named Jina, so my fingers took over and I didn’t notice.

I wanted to make sure that I understand correctly that the Village is planning on formally accepting Municipal Ln as a Town Highway. If that’s the case, would that occur this week or for the next Mileage Certificate cycle (2027)?

If it is a process that the Village will be going through anyway, I was wondering if the Village would be doing the same for Redfield Rd, given that the acceptance is inferred from the deeds that describe the rights of way. The Village Attorney would know much better than I whether an explicit acceptance would be preferable over the wording on the signed deeds.

Either way, as long as the Village is committed to accepting Municipal Ln as a Town Highway, I can add it to our records as a Provisional class 3 highway this year, and remove the "Provisional" status once we receive the documentation of acceptance. We would remove it from our records if we didn't have full documentation within 5 years. We could also do the same with Redfield Rd if the Village wanted to do the same process with Redfield Ln.

Feel free to call me if you have any questions about this,

Kerry

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**From:** Gina Lyon <[businessmanager@bartonvt.com](mailto:businessmanager@bartonvt.com)>

**Sent:** Thursday, March 5, 2026 11:44 AM

**To:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>

**Subject:** RE: Barton Village Municipal Lane

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Good morning, Kerry,

I was finally able to get to the Town Clerk's office and vault yesterday to obtain all the deeds related to Redfield and Forty Roads. I have attached one files of what deeds and Trustee's Meeting minutes I could find related to this road. I will be sending a second file of documents to you in a separate email as it will not allow me to attach both to this email. This was like finding a needle in a haystack, but I found what I believe is needed!

As far as Municipal Lane, I will need to work with a Village Attorney to establish it as a highway. Municipal Lane ends at #1 on your map below.

Please let me know if you need anything further from me.

Thank you for your patience!

Gina

Business Manager

Barton Village, Inc.

(802) 525-7204

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**From:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>

**Sent:** Wednesday, February 25, 2026 6:28 PM

**To:** Gina Lyon <[businessmanager@bartonvt.com](mailto:businessmanager@bartonvt.com)>

**Subject:** RE: Barton Village Municipal Lane

Hello Jina,

Thank you for sending the deed for land encompassing Municipal Ln!

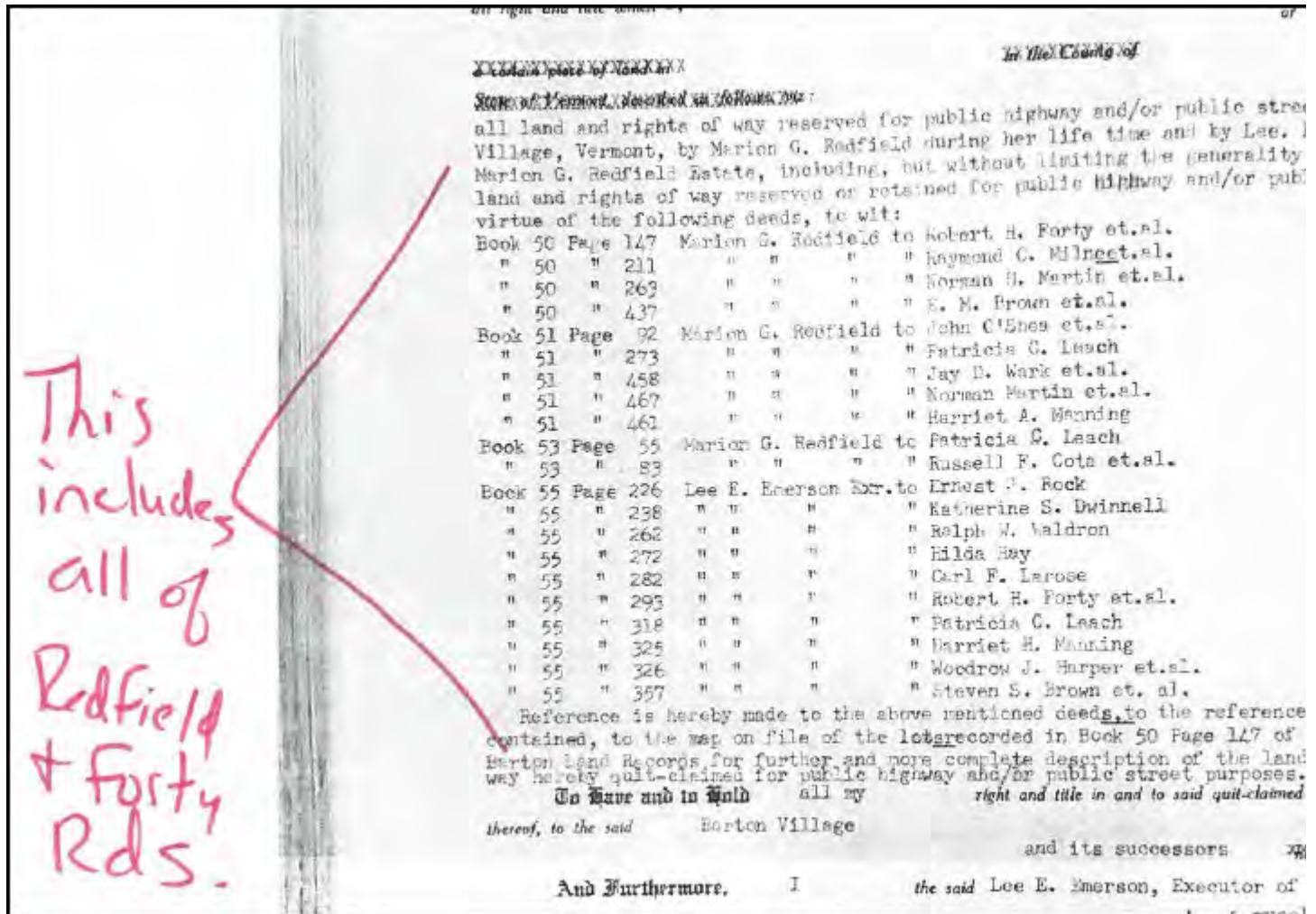
The deed clearly demonstrates Village ownership of the land, but it includes the entire parcel and doesn't mention the laying out or establishment of a public highway. In order to add Municipal Ln to our records, we would need documentation demonstrating that it is legally a Class 3 Highway. This would include, at the very least, documentation of the Village accepting Municipal Ln as a highway and a clear description of the highway. Maybe Barton Village has highway construction plans you could provide? In the absence of a survey/plans, the Village Attorney could probably clarify for you what would be sufficient for legally establishing it as a highway. For mapping purposes, however, I would only need to know exactly where Municipal Ln ends (possibly by marking up the image below or indicating whether one of my three guesses is correct).



Regarding Redfield Rd:

We still need a legal description of Redfield Rd. Can you send copies of the deeds that clarify the layout of Redfield Rd, or maybe the "map on file" mentioned in the image below offers a simpler overview of what is included in the listed deeds so that neither of us has

to sort through multiple deeds (unless the deeds are needed to demonstrate acceptance as highways). Is there a Certificate of Completion and Opening for Redfield Rd like there is for Forty Rd? If not, I will have to check with my supervisor to see if signatures on deeds would be sufficient to indicate acceptance as a class 3 highway.



Let me know if you have any questions!

Kerry

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Kerry Alley | GIS Professional III  
 Data Management Section / Mapping Unit  
 Highway Division / Asset Management & Planning Bureau  
 Vermont Agency of Transportation  
 219 North Main Street | Barre, VT 05641  
 802-917-2621 (cell) | [Kerry.Aleley@vermont.gov](mailto:Kerry.Aleley@vermont.gov)  
<http://vtrans.vermont.gov/planning/maps>

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**From:** Gina Lyon <[businessmanager@bartonvt.com](mailto:businessmanager@bartonvt.com)>

**Sent:** Friday, February 13, 2026 2:28 PM

**To:** Alley, Kerry <[Kerry.Alley@vermont.gov](mailto:Kerry.Alley@vermont.gov)>

**Subject:** Barton Village Municipal Lane

**EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.**

Hi Kerry,

I am happy we were able to finally connect!

Please review attached Deed relating to Municipal Lane and let me know if you need anything further.

Thank you,

Gina

Business Manager  
Barton Village, Inc.  
(802) 525-7204

# Know all Men by These Presents:

That We, AMRI E. VEZINA and BEATRICE M. VEZINA, husband and wife

of Barton in the County of Orleans and State of Vermont Grantors  
in the consideration of One Dollar and other valuable consideration \$ Dollars

paid to our full satisfaction by BARTON VILLAGE, INC., a Municipal Corporation situated in

of The Town of Barton in the County of Orleans and State of Vermont Grantee

by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, successors BARTON VILLAGE, INC.

and its heirs and assigns forever, a certain piece of land in the Town of Barton in the

County of Orleans and State of Vermont, described as follows, viz:

It being all and the whole of the same land and premises located in the Town of Barton, Vermont, which became subject to an option granted by the grantors herein, Amri E. Vezina and Beatrice M. Vezina, to Barton Village, Inc., by instrument dated June 18, 1976 and recorded in Book 29, Pages 391-392 of Barton Land Records. The land and premises hereby conveyed are further described as being a portion of the same land and premises conveyed by Warranty Deed from Jean Paul Bonneau and Germaine Bonneau to Amri E. Vezina and Beatrice M. Vezina, dated April 27, 1973 and recorded in Book 57, Page 416 of Barton Land Records. The land and premises hereby conveyed are more particularly bounded and described as follows:

Beginning at a point marked by an iron pin driven into the ground on the northerly edge of the assumed public right-of-way of Elm Street, which said point constitutes the southwesterly corner of land and premises now or formerly owned by one Babcock; thence proceeding N 36° 32' 28" E a distance of approximately 122.95-feet in a straight line along the westerly boundary line of said aforementioned land and premises now or formerly owned by said Babcock to a point marked by an iron pin driven into the ground for a corner; thence turning and proceeding S 55° 47' 32" E a distance of approximately 183.42-feet along the northerly boundary of said Babcock premises to a point in the course of an existing fence line; and thence turning and proceeding N 32° 30' E a distance of approximately 810.69-feet along said existing fence line evidencing the boundary line between the land and premises hereby conveyed and land and premises now or formerly owned by one Duchesneau, to a corner in said fence line marked by an iron pin driven into the ground; thence turning and proceeding N 44° 07' 58" W a distance of approximately 575.94-feet along an existing fence line marking the boundary line between the land and premises hereby conveyed and land and premises now or formerly owned by one Hanson, to a corner in said existing fence line marked by an iron pin driven into the ground; thence turning and proceeding S 30° 46' 07" W a distance of approximately 656.72-feet in a straight line to a point marked by an iron pin driven into the ground for a corner, which said iron pin is situated at a distance of approximately 50-feet measured from a point in the center of Town Highway #34 where a certain culvert crosses under said Town Highway #34; thence turning and proceeding in a general

southwesterly direction in a straight line extending toward said aforementioned point situated on the center line of Town Highway #34 where said culvert crosses under said highway a distance of approximately 25.25-feet to a point situated on the northeasterly extremity of the assumed public right-of-way of Town Highway #34 for a corner; thence turning and proceeding in a general southeasterly direction along the curved line which constitutes the northeasterly edge of the assumed public right-of-way of Town Highway #34 to a point where said aforementioned northeasterly edge of the assumed right-of-way of Town Highway #34 intersects with the northerly edge of the assumed public right-of-way of Elm Street for a corner; thence turning and proceeding S 44° 16' 23" E a distance of approximately 276.51-feet along the straight line which constitutes the northerly edge of the assumed public right-of-way of Elm Street to the point of beginning.

Meaning and intending hereby to convey a parcel of land consisting of 11.07-acres, be the same more or less.

Reference is hereby made to the above mentioned instruments, to the references and descriptions therein contained and to the Barton Land Records for further and more complete description of the land and premises hereby conveyed.

Grantors herein, Amri E. Vezina and Beatrice M. Vezina, hereby deliver over to the said Grantee herein, Barton Village, Inc., possession of the land and premises hereby conveyed and the said Grantors, Amri E. Vezina and Beatrice M. Vezina, hereby forever relinquish and give up any and all right to harvest or to remove any agricultural crops or other vegetation which may now be growing on the land and premises hereby conveyed notwithstanding the reservation of any such right to harvest or to remove such crops by the Grantors herein in their aforementioned Option granted to Barton Village, Inc., dated June 18, 1976 and recorded in Book 59, Pages 391-392 of Barton Land Records.

The Grantors herein, Amri E. Vezina and Beatrice M. Vezina, hereby reserve the right of first refusal to repurchase the land and premises hereby conveyed, or any portion of said land and premises, in the event that the Grantee herein, Barton Village, Inc., shall hereinafter decide to sell the same. Accordingly, Barton Village, Inc., shall first offer to the Grantors herein, Amri E. Vezina and Beatrice M. Vezina, the within described land and premises, or any portion of said land and premises, for the same price and on the same terms and conditions of any intended sale. The Grantors herein shall have ten (10) days from the date of such offer in which to accept or reject the same. The within right of first refusal, hereby reserved by Grantors herein, shall be deemed personal to the Grantors herein and shall continue in force and effect only so long as the Grantors herein shall be the record title owners of land and premises lying immediately westerly of the land and premises hereby conveyed; the within

right of first refusal hereby reserved by the Grantors herein shall be neither assignable nor transferable, and shall be of no further force and effect in the event that the Grantors herein shall convey legal title to said aforementioned premises lying immediately westerly of the land and premises hereby conveyed to any third person or persons.

It is expressly understood and agreed by the parties hereto that the Grantors, Amri E. Vezina and Beatrice M. Vezina, shall remain liable for the prorated share of real estate taxes assessed on April 1, 1979 on the land and premises hereby conveyed which said prorated share the Grantors herein hereby agree to pay to the appropriate municipalities at such time hereinafter as said real estate taxes become ascertained and due.

This conveyance is made pursuant to Deferral Permit D-70640 and in order to comply with State of Vermont Health Regulations on the subdivision of lands and disposal of waste including sewage, the Grantors herein, Amri E. Vezina and Beatrice M. Vezina, and their heirs and assigns, stipulate that the said Grantors herein, their heirs and

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Vermont, became subject to an option granted by the grantors herein, Amri E. Vezina and Beatrice M. Vezina, to Barton Village, Inc., by instrument dated June 18, 1976 and recorded in Book 29, Pages 391-392 of Barton Land Records. The land and premises hereby conveyed are described as being a portion of the same land and premises conveyed by Warranty Deed from Paul Bonneau and Germaine Bonneau to Amri E. Vezina and Beatrice M. Vezina, dated April 27, 1976 and recorded in Book 57, Page 416 of Barton Land Records. The land and premises hereby conveyed are more particularly bounded and described as follows:

Beginning at a point marked by an iron pin driven into the ground on the northerly edge of the assumed public right-of-way of Elm Street, which said point constitutes the southwest corner of land and premises now or formerly owned by one Babcock; thence proceeding N 36° 32' 28" E a distance of approximately 122.95-feet in a straight line along the westerly boundary line of said Babcock land and premises now or formerly owned by said Babcock to a point marked by an iron pin driven into the ground for a corner; thence turning and proceeding S 55° 47' 32" E a distance of approximately 183.42-feet along the northerly boundary of said Babcock premises to a point marked by an iron pin driven into the ground for a corner; thence turning and proceeding N 32° 30' E a distance of approximately 810.69-feet along said existing fence line evidencing the boundary line between said land and premises hereby conveyed and land and premises now or formerly owned by one Duchesne to a corner in said fence line marked by an iron pin driven into the ground; thence turning and proceeding N 44° 07' 58" W a distance of approximately 575.94-feet along an existing fence line marking the boundary line between the land and premises hereby conveyed and land and premises now or formerly owned by one Hanson, to a corner in said existing fence line marked by an iron pin driven into the ground; thence turning and proceeding S 30° 46' 07" W a distance of approximately 656.72-feet in a straight line to a point marked by an iron pin driven into the ground for a corner which said iron pin is situated at a distance of approximately 50-feet measured from a point on the center of Town Highway #34 where a certain culvert crosses under said Town Highway #34; thence turning and proceeding in a general

southwesterly direction in a straight line extending toward said aforementioned culvert situated on the center line of Town Highway #34 where said culvert crosses under said highway a distance of approximately 25.25-feet to a point situated on the northeastern extremity of the assumed public right-of-way of Town Highway #34 for a corner; thence turning and proceeding in a general southeasterly direction along the curved line which constitutes the northeasterly edge of the assumed public right-of-way of Town Highway #34 to a point where said aforementioned northeasterly edge of the assumed right-of-way of Town Highway #34 intersects with the northerly edge of the assumed public right-of-way of Elm Street for a corner; thence turning and proceeding S 44° 16' 23" E a distance of approximately 276.51-feet along the straight line which constitutes the northerly edge of the assumed public right-of-way of Elm Street to the point of beginning.

Meaning and intending hereby to convey a parcel of land consisting of 11.07-acres to be the same more or less.

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The Grantors herein, Amri E. Vezina and Beatrice M. Vezina, hereby reserve their right of first refusal to repurchase the land and premises hereby conveyed, or any portion of said land and premises, in the event that the Grantee herein, Barton Village, Inc., shall hereinafter decide to sell the same. Accordingly, Barton Village, Inc., shall first offer to the Grantors herein, Amri E. Vezina and Beatrice M. Vezina, within described land and premises, or any portion of said land and premises, for the same price and on the same terms and conditions of any intended sale. The Grantors herein shall have ten (10) days from the date of such offer in which to accept or reject the same. The within right of first refusal, hereby reserved by Grantors herein shall be deemed personal to the Grantors herein and shall continue in force and effect only so long as the Grantors herein shall be the record title owners of land and premises lying immediately westerly of the land and premises hereby conveyed; the within

right of first refusal hereby reserved by the Grantors herein shall be neither assignable nor transferable, and shall be of no further force and effect in the event that the Grantors herein shall convey legal title to said aforementioned premises lying immediately westerly of the land and premises hereby conveyed to any third person or persons.

It is expressly understood and agreed by the parties hereto that the Grantors Amri E. Vezina and Beatrice M. Vezina, shall remain liable for the prorated share of real estate taxes assessed on April 1, 1979 on the land and premises hereby conveyed which said prorated share the Grantors herein hereby agree to pay to the appropriate municipalities at such time hereinafter as said real estate taxes become ascertainable and due.

This conveyance is made pursuant to Deferral Permit D-70640 and in order to comply with State of Vermont Health Regulations on the subdivision of lands and disposal of waste including sewage, the Grantors herein, Amri E. Vezina and Beatrice M. Vezina and their heirs and assigns, stipulate that the said Grantors herein, their heirs and assigns, shall not construct or erect a structure or building on the parcel of land hereby conveyed which was conveyed to the Grantors herein in said first above mentioned deed, the useful occupancy of which will require the installation of public water and sewage treatment facilities without first complying with said State Regulations.

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~~In Here and to Hold~~ said granted premises, with all the privileges and appurtenances thereof, to the said Grantee....  
and its successors.....

.....heirs and assigns, to their own use and behoof forever;.....  
and we.....the said Grantor.....  
.....for ourselves

and.....our heirs, executors and administrators, do.....covenant with the said Grantee.....

and its successors.....heirs and assigns, that until the ensembling of these presents.....we are.....the sole owner<sup>s</sup>  
of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM  
EVERY ENCUMBRANCE;

and we  
hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

In Witness Whereof we hereunto set our hands and seal this 9th day of May A.D. 1979

IN PRESENCE OF

s/ William Boyd Davies  
s/ Richard T. Franco  
Two witnesses to the signatures  
of Amri E. Vezina and Beatrice  
Vezina

s/ Amri E. Vezina .....L. S.  
AMRI E. VEZINA .....L. S.  
s/ Beatrice J. Vezina .....L. S.  
BEATRICE VEZINA .....L. S.

State of Vermont At Barton this 9th day of May A.D. 1979  
ORLEANS County, ss.

AMRI E. VEZINA and BEATRICE VEZINA, husband and wife  
personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their  
free act and deed.

BEFORE ME s/ Richard T. Franco Notary Public.  
Barton Town Clerk's Office May 31 A.D. 1979, at 3 o'clock 30 minutes P. M.

Received for record a Deed, of which the foregoing is a true copy.  
A True Record, Attest, *Wanda S. Randall* Clerk.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

— ACKNOWLEDGMENT —  
Return Rec'd. <sup>EX-101</sup> Tax Paid Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. A441987  
Signed s/Wanda S. Randall Clerk  
Date 5/31/79

County-Town Code 1002, Urban Area Code 1

524,000

\* - Add  
 Δ - Change

TOWN HWY. No.	LENGTH IN MILES		TOWN ROAD NAME
	CLASS 3	CLASS 4	
401		(0.10)	TH 401
402	0.08		BELLWATER AVE
403	0.09		BREEZY HILL RD
404	0.05		CONGRESS CT
405	0.05		DAVIS CT
406	0.27		DUCK POND RD
407	0.11		FORTY RD
408	0.12		HARRISON AVE
409	0.64		HIGH ST
410	0.05		HIGHLAND AVE
411	0.18		HUBBARD AVE
412	0.24		KINSEY RD
413	0.26		LINCOLN AVE
414	0.59		PAGEANT PARK RD
415	0.51		PARK ST
416	0.13		PLEASANT LN
417	0.06		PORTER LN
418	0.12		PROSPECT ST
419	0.11	.27 Δ	REDFIELD RD
420	0.15		SCHOOL ST
421	0.06	.08 Δ	VIGARIO LN
422	0.09		WASHINGTON LN
423	0.25		WATER ST
424	0.28		WEST ST
<b>4.84 ← TOTAL</b>	<b>4.49</b>	<b>0.10</b>	

.08 \* Municipal Lane  
 .09 \* Sunrise Ave

# ON VILLAGE, ORLEANS COUNTY - 2025

528,000

## MILEAGE SUMMARY

### CLASS 1

TH-1 1.114  
TH-2 0.663

TOTAL CLASS 1 1.777

### CLASS 2

TH-3 0.740  
TH-4 0.560  
TH-5 0.640

TOTAL CLASS 2 1.940

### CLASS 3

TOTAL CLASS 3  $\Delta$  4.49  
TOTAL TOWN  $\Delta$  8.207

4.84  
8.597

### STATE HIGHWAY

VT-16 0.017

TOTAL STATE HIGHWAY 0.017

### US HIGHWAY

US-5 0.317

TOTAL US HIGHWAY 0.317

TOTAL STATE 0.334

### INTERSTATE

I-91 0.816

TOTAL INTERSTATE 0.816

TOTAL INTERSTATE 0.816

**TOTAL, TRAVELED HIGHWAYS, FEB. 10, 2025:**  $\Delta$  9.357

(Excludes Class 4 and Legal Trail Mileage)

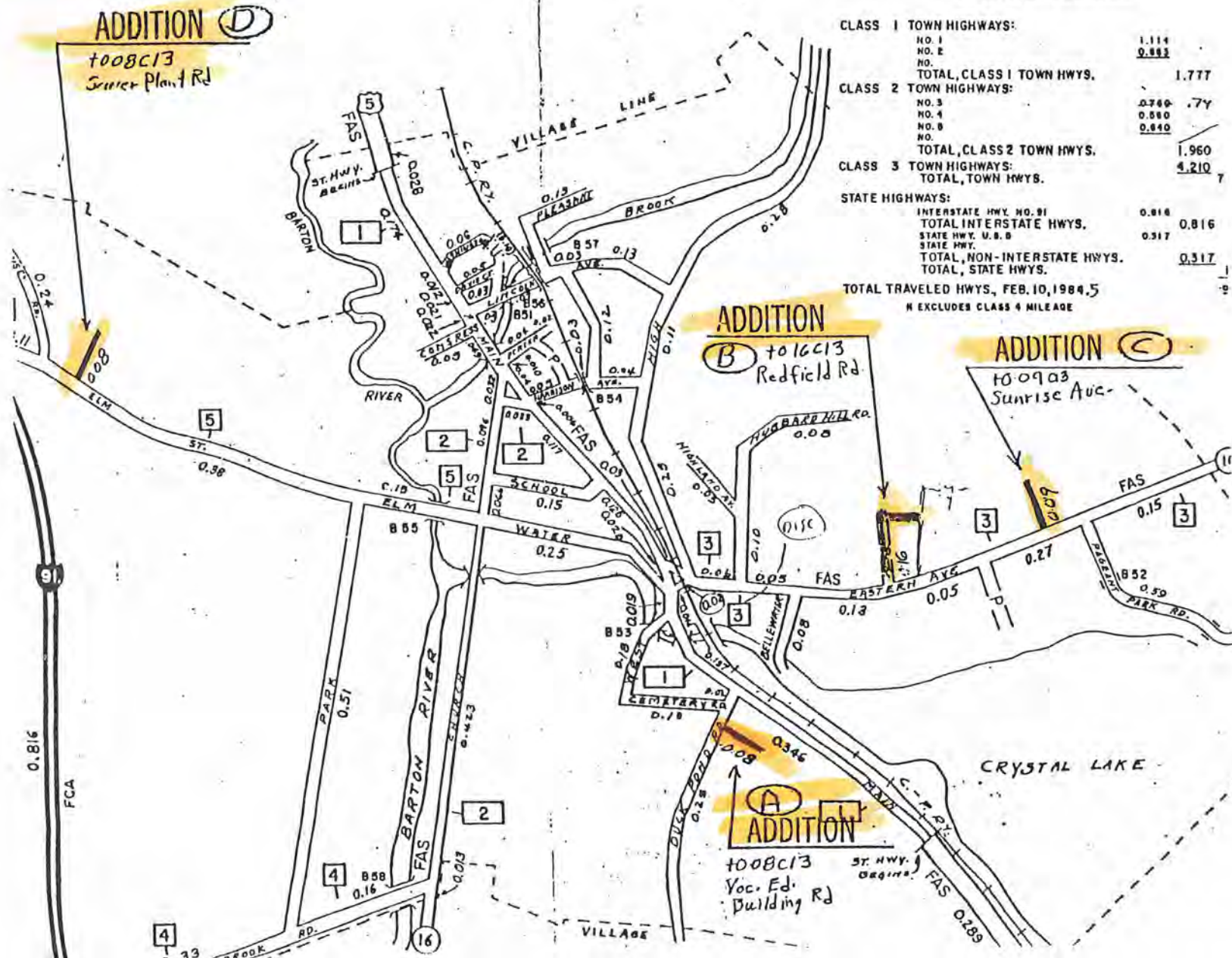
9.707



NOTE: TOTAL CLASS 4 MILEAGE IS 0.10

MILEAGE SUMMARY

CLASS 1 TOWN HIGHWAYS:		
NO. 1		1.114
NO. 2		0.663
NO.		
TOTAL, CLASS 1 TOWN HWYS.		1.777
CLASS 2 TOWN HIGHWAYS:		
NO. 3		0.746
NO. 4		0.580
NO. 8		0.640
NO.		
TOTAL, CLASS 2 TOWN HWYS.		1.960
CLASS 3 TOWN HIGHWAYS:		
TOTAL, TOWN HWYS.		4.210
STATE HIGHWAYS:		
INTERSTATE HWY. NO. 91		0.816
TOTAL INTERSTATE HWYS.		0.816
STATE HWY. U. S. 8		0.317
STATE HWY.		
TOTAL, NON-INTERSTATE HWYS.		0.317
TOTAL, STATE HWYS.		1.133
TOTAL TRAVELED HWYS, FEB. 10, 1984.5		9.080
N EXCLUDES CLASS 4 MILEAGE		



**ADDITION D**  
 1008C13  
 Sewer Plant Rd

**ADDITION B**  
 1016C13  
 Redfield Rd

**ADDITION C**  
 1009A3  
 Sunrise Ave

**ADDITION A**  
 1008C13  
 Voc. Ed. Building Rd

paid to my full satisfaction by, Barton Village, a municipal corporation in the town of Barton in the County of Orleans and State of Vermont Grantee, have REMISED, RELEASED, AND FOREVER QUIT-CLAIMED unto the said Barton Village and its successors and assigns

all right and title which I, the said Lee E. Emerson, Executor of Marion G. Redfield estate or my heirs/successors, and theirs have in, and to the

State of Vermont, described as follows:

all land and rights of way reserved for public highway and/or public street purposes in Barton Village, Vermont, by Marion G. Redfield during her life time and by Lee E. Emerson, Executor of Marion G. Redfield Estate, including, but without limiting the generality of the foregoing, any land and rights of way reserved or retained for public highway and/or public street purposes by virtue of the following deeds, to wit:

Book 50 Page 147	Marion G. Redfield to	Robert H. Forty et.al.	6/22/56
" 50 " 211	" " "	" Raymond C. Milne et.al.	12/31/56
" 50 " 263	" " "	" Norman H. Martin et.al.	8/31/57
" 50 " 437	" " "	" E. M. Brown et.al.	1/2/59
Book 51 Page 92	Marion G. Redfield to	John O'Shea et.al.	3/21/61
" 51 " 273	" " "	" Patricia C. Leach	11/13/62
" 51 " 458	" " "	" Jay D. Wark et.al.	6/25/64
" 51 " 467	" " "	" Norman Martin et.al.	8/1/64
" 51 " 461	" " "	" Harriet A. Manning	7/9/64
Book 53 Page 55	Marion G. Redfield to	Patricia C. Leach	1/23/65
" 53 " 83	" " "	" Russell F. Cota et.al.	6/2/65
Book 55 Page 226	Lee E. Emerson Exr. to	Ernest J. Rock	1/13/69
" 55 " 238	" " "	" Katherine S. Dwinell	3/14/69
" 55 " 262	" " "	" Ralph W. Waldron	5/31/69
" 55 " 272	" " "	" Hilda Ray	7/16/69
" 55 " 282	" " "	" Carl F. Larose	7/1/69
" 55 " 293	" " "	" Robert H. Forty et.al.	7/16/69
" 55 " 318	" " "	" Patricia C. Leach	9/11/69
" 55 " 325	" " "	" Harriet H. Manning	9/27/69
" 55 " 326	" " "	" Woodrow J. Harper et.al.	9/8/69
" 55 " 357	" " "	" Steven S. Brown et. al.	10/22/69

Reference is hereby made to the above mentioned deeds, to the references and descriptions therein contained, to the map on file of the lots recorded in Book 50 Page 147 of Barton Land Records and to Barton Land Records for further and more complete description of the land and premises and rights of way hereby quit-claimed for public highway and/or public street purposes.

To Have and to Hold all my right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said Barton Village and its successors

And Furthermore, I the said Lee E. Emerson, Executor of Marion G. Redfield estate do for myself and my

successors heirs/executors and administrators, covenant with the said Barton Village and its successors

tax and assigns, that from and after the enrolling of these presents I the said Lee E. Emerson, Executor of Marion G. Redfield Estate

will have and claim no right, in, or to the said quit-claimed premises.

In Witness Whereof, I hereunto set my hand and seal this 11th day of May A. D. 1973

IN PRESENCE OF s/ William R. May s/ Lee E. Emerson EXECUTOR, MARION G. REDFIELD ESTATE s/ Gloriann J. Stevens

State of Vermont, } At Barton this 11th day of May A. D. 1973 Orleans County, } Lee E. Emerson, Executor of Marion G. Redfield Estate

personally appeared, and he acknowledged this instrument to be his free act and deed.

This includes all of Redfield & Forty Rds.

Witness my hand and seal this 11th day of May A. D. 1973. A. A. Johnson, A. J. Tyler?, A. A. Johnson, A. J. Tyler?, L. Whelan, Richard E. Kohler, Mary Goward, Elaine A. Caron, Bonnie M. Bisson, Almeda W. Baraw, STATE OF VERMONT, HAVEN COUNTY, SS At Meriden

NOTICE OF HEARING RELATIVE TO ACCEPTANCE OF A PUBLIC HIGHWAY <sup>EW</sup>  
~~NOTICE OF HEARING RELATIVE TO RECLASSIFICATION OF A PUBLIC HIGHWAY~~

TRUSTEES

VILLAGE OF BARTON, VERMONT

Notice is hereby given pursuant to 19 V.S.A. §708 (a) that the Trustees of the Village of Barton, Vermont, will meet at the Barton Village Offices in Barton, Vermont, a public place in said Town at Seven (7:00 P.M.) O'Clock in the afternoon on November 3, 1992, for the purpose of receiving testimony and hearing all persons interested in the matter of whether the following described public highway in said Village of Barton should be reclassified as a Class 3 Highway, to wit:

It being approximately .22 miles of highway, and being a portion of the same highway right-of-way conveyed to Barton Village by Executor's Deed from Lee E. Emerson, Executor of the Marion G. Redfield Estate dated May 24, 1973, and recorded in Book 57, Page 421 of Barton Land Records and more particularly that portion thereof known as Forty Street, so-called, being 33 feet in width and the Leach-Manning Road, so-called, being 26 feet in width. The centerline of said Forty Street leads from the northerly extremity of Vermont Route 16 at a point evidencing the southwesterly corner of premises now owned by Robert H. Forty and Ona B. Forty and the southeasterly corner of premises now owned by Madeline Findsen on an average bearing of N 10° W a total distance of approximately 645.7 feet to the point of intersection with the centerline of the Leach-Manning road, so-called, the centerline of which is equidistant from the southerly boundary of premises of Waldron, Leach and Harper lying northerly of said roadway and the northerly boundary of premises of Ray, Leach and Harris lying southerly thereof and extends easterly from said point of intersection for a distance of approximately 536 feet to the present terminus of said roadway.

If after examination of the premises and hearing any interested persons, the Trustees of Barton Village judge that the public good, necessity and convenience of the inhabitants of the municipality require that said highway be reclassified as a Class 3 Highway it will be so ordered.

Dated at Barton, in the County of Orleans and State of Vermont, this 29th day of September, 1992.

Susan Peterson  
[Signature]  
James Faust  
Trustees, Village of Barton, Vermont

BARTON TOWN CLERK OFFICE  
November 18, 1992 A.D. Received  
for Record at 2 O'clock 2 minutes  
P.M. and Recorded in Book 1 Page  
175 of Barton Vermont Records  
Class 3 Authority: [Signature] Town Clerk

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Colleen Cloutier, \_\_\_\_\_ Clerk of the Village  
of Barton, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the Village of  
Barton was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on July 6, \_\_\_\_\_, 1993.

DESCRIPTION OF RIGHT-OF-WAY: Beginning

Forty Street was completed and open for traffic on July 6, 1993

and as shown on a Highway Map of the \_\_\_\_\_ of \_\_\_\_\_,  
dated \_\_\_\_\_, 19\_\_\_\_, and filed in Book \_\_\_\_\_ on page \_\_\_\_\_ of the Records  
of the \_\_\_\_\_ of \_\_\_\_\_ by the \_\_\_\_\_ Clerk of  
said \_\_\_\_\_ incorporated herein by reference and attested to on  
said map by said \_\_\_\_\_ Clerk.

Dated at \_\_\_\_\_, County of \_\_\_\_\_ and State of  
Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

William M. Moroney  
Howard Rodin

BOARD  
OF  
~~SELECTMEN~~  
~~ALDERMEN~~  
TRUSTEES

\_\_\_\_\_ and the MAYOR of the City of \_\_\_\_\_.

\*\*\*\*\*

\_\_\_\_\_, VERMONT  
\_\_\_\_\_, 19\_\_\_\_.

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS \_\_\_\_\_ HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \_\_\_\_\_ ON PAGE \_\_\_\_\_ OF THE \_\_\_\_\_ RECORDS  
OF THE \_\_\_\_\_ OF \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
19\_\_\_\_, AT \_\_\_\_\_ O' CLOCK, \_\_\_\_\_.M.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_  
CLERK OF \_\_\_\_\_, VERMONT

BARTON TOWN CLERK OFFICE  
November 18, 1992 Received  
By [unclear] of [unclear] District 35  
P. 1 and recorded in Book 1 Page  
1764 of Barton Highway  
Signed [unclear] Town Clerk

STATE OF VERMONT

ORLEANS COUNTY, SS.

IN RE: ~~RECLASSIFICATION OF VILLAGE HIGHWAY~~

ACCEPTANCE OF A PUBLIC HIGHWAY *Pub*

The above entitled matter came on for hearing pursuant to 19 V.S.A. §709 before the Board of Trustees of Barton Village on November 3, 1992, pursuant to Notice dated September 29, 1992, a copy of which is affixed hereto and made a part hereof. Said Notice was served on the Barton Joint Planning Commission and abutting land owners, namely, Madeline Findsen, Robert H. Forty and Ona B. Forty, Albert W. Wallace and Virginia S. Wallace, Joyce Ray, Ralph W. Waldron and Arline F. Waldron, Patricia C. Leach, Gary L. Leach, Woodrow J. Harper and Rose M. Harper and Harriet Manning Harris by Certified Mail Return Receipt sent to the last known address of said aforementioned abutting land owners. Return Receipts evidencing acceptance of said Notice are attached hereto and incorporated herein by reference. Further, Notice was posted in the office of the Barton Village Clerk and at the office of the Barton Town Clerk prior to publication of the same in the Chronicle a local newspaper circulating in the vicinity of the Town of Barton on October 21, 1992.

In the absence of any objection at said hearing on November 3, 1992, the Trustees of Barton Village adjudged that the public good, necessity and convenience of the inhabitants of the municipality required that said .22 miles of highway known as Forty Street and the Leach-Manning Road leading from the northerly extremity of Vermont Route 16 at a point evidencing the southwesterly corner of premises owned by Robert H. Forty and Ona B. Forty and the southeasterly corner of premises now owned by Madeline Findsen on an average bearing of N 10° W a total distance of approximately 645.7 feet to the point of intersection with the centerline of the Leach-Manning Road, so-called, the centerline of which is equidistant from the southerly boundary of premises of Waldron, Leach and Harper lying northerly of said roadway and the northerly boundary of premises of Ray, Leach and Harris lying southerly thereof and extends easterly from said point of intersection for a distance of approximately 536 feet to the present terminus of said roadway, said Forty Street being 33 feet in width and said Leach-Manning Road being 26 feet in width be reclassified as a Class 3 highway. Accordingly, it was moved, seconded and unanimously voted that said highway be reclassified as a Class 3 Town Highway.

Inasmuch as said highway follows the route of the pre-existing highway right-of-way it was determined by the Trustees that no damages were due any land owner through whose property the highway passes or abuts.

Dated at Barton, in the County of Orleans and State of Vermont, this 17 day of November, 1992.

Leif G. ...  
Assistant ...  
James ...  
Trustees, Barton Village

Received for record this 18<sup>th</sup> day of November, 1992.

Katherine H. White  
Town Clerk



STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
133 State Street, Administration Building  
Montpelier, Vermont 05633



February 11, 1994

Ms. Cloutier  
Town Clerk  
Village of Barton  
P.O. Box D  
Orleans, Vermont 05822

Dear Ms. Cloutier:

In regards to our telephone conversation of February 18, 1994, concerning Barton Village's Certificate of Highway Mileage for 1994. Please fill out a new Certificate of Highway Completion and opening for Forty Street that states it is a new highway open for public travel. In addition, please change the notice of hearing paperwork to read; notice of hearing relative to acceptance of a Public Highway. This could be accomplished by just changing the existing paperwork in ink and initial.

I have enclosed a blank Opening of Completion Certificate for your use.

If you have any questions, I can be reached at 828-2569.

Sincerely,

David J. Scott  
Data and Mapping Engineer

A handwritten signature in cursive script that reads "Jay H. Kilton".

By: Jay H. Kilton  
Road Inventory Supervisor

Enc:

CERTIFICATE OF HIGHWAY MILEAGE year ending FEB. 10, 1994

Fill out form, make & file COPY with the Town Clerk, & mail ORIGINAL before Feb. 10, 1994 to:  
 Vt. Agency of Transportation, Planning Dept., 133 State Street, Montpelier, Vt. 05633.

< IF NO CHANGES IN MILEAGE, OMIT PART I, CHECK PART II, SIGN PART III >

We, the Selectmen or Trustees or Aldermen of BARTON VILLAGE, ORLEANS COUNTY  
 on an oath state that the mileage of highways, according to Title 19, V.S.A., Sec#305, added  
 1985, is as follows:

PART I - CHANGES & TOTALS - Please fill in and calculate totals. DISTRICT 9

TOWN HIGHWAYS	PREVIOUS MILEAGE	ADDED MILEAGE	SUBTRACTED MILEAGE *	TOTAL	* SCENIC HIGHWAYS
CLASS 1	1.777		*		*
CLASS 2	1.940		*		*
CLASS 3	4.270	.22	*	4.49	*
STATE HWY	1.133		*		*
<b>TOTAL</b>	<b>9.120</b>	<b>.22</b>	<b>*</b>	<b>9.34</b>	<b>*</b>
CLASS 4	.100		*		*

PART II - INFORMATION & DESCRIPTION OF CHANGES SHOWN ABOVE.

(1) NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".

*NEW ROAD FORTY STREET 0.22*

(2) DISCONTINUED: Please attach SIGNED copy of proceedings(minutes of meeting).

(3) RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings(minutes of meetings).

~~See enclosed documents for further information~~

(4) SCENIC HIGHWAYS: Please attach copy of order designating/discontinuing Scenic Highways.

PART II - CHECK BOX IF NO CHANGES IN MILEAGES AND SIGN BELOW [ ]

PART III - SIGNATURES - PLEASE SIGN.

SELECTMEN/ALDERMEN/TRUSTEES  
 SIGNATURES:

*William M. Mooney*  
*Ronald Roach*

CLERK SIGNATURE: *Colleen Cloutier*  
 Please sign ORIGINAL & return for Transportation signature.

DATE FILED *2/9/94*

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Representative, Agency of Transportation

**STATE OF VERMONT**

**SUPERIOR COURT  
Orleans Unit**

**CIVIL DIVISION  
Case No. 23-CV-03070**

**PAUL SICARD AND MARSHA SICARD,  
As TRUSTEES OF THE SICARD  
FAMILY TRUST,  
*Plaintiffs,***


**v.**

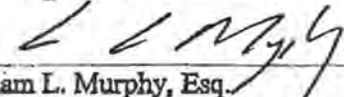
**DENNIS HENDY, DIANA DAVIS,  
DENNIS HAYDEN, NATHAN SICARD,  
NICHOLAS LUSSIER, STEPHANIE  
LUSSIER, CRAIG FOWLER, BETTY  
JANE FOWLER, RAMONA LISA  
McCARTHY, IAN WATERS, DEBORAH  
WATERS, DAVID SNEDEKER,  
JOHANNA SNEDEKER, DUANE PRUE,  
MARILYN PRUE AND VILLAGE OF  
BARTON, INC.  
*Defendants.***

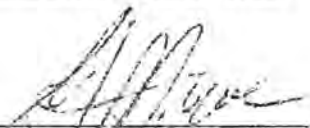
**STIPULATION FOR DECLARATORY JUDGMENT**

NOW COME the undersigned parties by their undersigned attorneys and hereby stipulate that the proposed Declaratory Judgment with Exhibits may be issued by the Court.

Dated this 26<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Harold B. Stevens, Esq.  
*Attorney for Paul Sicard, Marsha Sicard  
and Sicard Family Trust*

  
\_\_\_\_\_  
Liam L. Murphy, Esq.  
*Attorney for Nicholas Lussier and Stephanie  
Lussier, David Snedeker and Johanna  
Snedeker, Ian Waters and Deborah Waters*

  
\_\_\_\_\_  
Gregory Paul Howe, Esq.  
*Attorney for Dennis Hayden, Diana Davis  
And Dennis Hendy*

  
\_\_\_\_\_  
Fletcher Brian (Ted) Joslin, Esq.  
*Attorney for Dennis Hayden and Diana Davis*



Kevin L. Kite, Esq.  
*Attorney for Village of Barton*

**SO ORDERED.**



Vermont Superior Court Judge

9/18/2025

STATE OF VERMONT

SUPERIOR COURT  
Orleans Unit

CIVIL DIVISION  
Case No. 23-CV-03070

PAUL SICARD AND MARSHA SICARD,  
As TRUSTEES OF THE SICARD  
FAMILY TRUST,  
*Plaintiffs,*

v.

DENNIS HENDY, DIANA DAVIS,  
DENNIS HAYDEN, NATHAN SICARD,  
NICHOLAS LUSSIER, STEPHANIE  
LUSSIER, CRAIG FOWLER, BETTY  
JANE FOWLER, RAMONA LISA  
McCARTHY, IAN WATERS, DEBORAH  
WATERS, DAVID SNEDEKER,  
JOHANNA SNEDEKER, DUANE PRUE,  
MARILYN PRUE AND VILLAGE OF  
BARTON, INC.  
*Defendants.*

**DECLARATORY JUDGMENT ORDER**


The Court, finds that all of the defendants having an interest in Sunrise Avenue in the Village of Barton, Vermont have been served with the declaratory judgement complaint of plaintiffs and have either consented to a declaratory judgment and /or have approved the Mediation Settlement Agreement attached hereto and Exhibits A-E. It is therefore ORDERED that the Mediation Settlement Agreement and Exhibits A-E are hereby incorporated it as an order of the Court. It is further ordered that all parties should exchange and execute the necessary documents and deeds, which shall be recorded in the Barton Land Records together with this Declaratory Judgment Order. However, whether all parties sign as ordered, this Order serves to quiet title to the properties known as Upper Sunrise Avenue and Lower Sunrise Avenue, as set forth below:

1. Quitclaim Deed of Sunrise Avenue Property owners to the Village of Barton of a permanent easement over Sunrise Avenue as described in the deed marked as Exhibit A.
2. Easement Deed to Upper Sunrise Avenue Road Association over Sunrise Avenue of Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust, Dennis Hayden, Diana Davis, and Dennis Hendy to the Village of Barton set forth as Exhibit B.
3. Deed of Dedication and Acceptance of a Portion of Sunrise Avenue in the Village of Barton from the Plaintiff and Defendant property owners having access to Sunrise Avenue to the Village of Barton set forth as Exhibit C.
4. Private Road Agreement and Bylaws of Upper Sunrise Association set forth as Exhibit D.
5. Survey Depicting Portion of Sunrise Avenue to be accepted by the Village of Barton as a Town Highway of Truline Land Surveyors, Inc., dated 12/10/2024. (Exhibit E)

This is a final declaratory judgment order pursuant to the Uniform Declaratory Judgment Act 12 V. S. A. § 4711 to 4725 to stabilize and quiet the relations of the parties as set forth in the Mediation and Settlement Agreement. This final declaratory judgment is to be recorded in the Barton Land Records with the Mediation Settlement Agreement and Exhibits A through E, quieting title to Sunrise Avenue.

Dated at Newport, Vermont: September 18, 2025

**BY THE COURT**

  
\_\_\_\_\_  
Superior Court Judge

**EASEMENT DEED**

THIS EASEMENT DEED, is by and between the following Grantors

**Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust, of Barton, Vermont; and  
Dennis Hayden of Hyde Park, Vermont  
Diana Davis of Hyde Park, Vermont  
Dennis Hendy of Fairfield, Vermont  
Ian and Deborah Waters of Barton, Vermont  
Nicholas & Stephanie Lussier of Barton, Vermont  
Craig & Betty Jane Fowler of Norwich, Connecticut  
Nathan Sicard of Barton, Vermont  
Ramona McCarthy of Barton, Vermont**  
 ("Grantors"),

And

the **Village of Barton**, a Vermont municipality in the County of Orleans and State of Vermont, and **Consolidated Communications of Vermont Company, LLC**, a Delaware limited liability company and having a place of business at 266 Main St, Burlington VT 05401, and **Upper Sunrise Avenue Road Association, Inc.** ("Grantees").

Whereas, the Grantors currently use a private roadway generally known as Sunrise Avenue for access to their properties,

Whereas a portion of the roadway is known as "Lower Sunrise Avenue" and a portion of the roadway is known as "Upper Sunrise Avenue,"

Whereas, the Grantees have installed various utility improvements within the boundaries of Upper Sunrise Avenue that service properties of the Grantors,

Whereas the Grantee Village of Barton has agreed to accept the portion of the roadway known as Lower Sunset Avenue as a town highway, and

Whereas, in order to facilitate such portion becoming a town highway, the Grantors are willing to grant an easement to the Grantees to allow the Grantees to maintain and repair the existing utilities located within Upper Sunrise Avenue and to construct, reconstruct, use, operate, maintain, inspect, repair, and replace utility improvements including, without intent of limitation, water, wastewater, stormwater, drainage culverts, electricity, cable and other utilities,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and meaning to be bound hereby, the Grantors agree as follows:



Grantors by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantees, **Village of Barton, Consolidated Communications, and Upper Sunrise Avenue Road Association**, Grantees, the perpetual right and easement over, under, and through certain lands owned by the Grantors in the Village of Barton, County of Orleans and State of Vermont, being more fully described as follows, viz:

A permanent, perpetual and nonexclusive easement to burden a portion only of land depicted on a survey entitled "Survey Depicting a Portion of Sunrise Avenue to be Accepted by the Village of Barton as a Town Highway" prepared by Truline Land Surveyors, Inc. with a survey date of October 22 and a Plot date of 12/10/24" (the "Survey"), said Survey to be recorded in the Village of Barton Land Records.

The portion of land to be burdened by the permanent easement granted herein is depicted on and labelled on the Survey as "Upper Sunrise Avenue Easement to be Conveyed to 'Upper Sunrise Road Association'" (the "Easement Area").

The permanent easement to be granted within the Easement Area is described as:

Grantees and their successors and assigns shall have the right to construct, reconstruct, use, operate, maintain, inspect, repair, and replace utility improvements including, without intent of limitation, water, wastewater, stormwater, drainage culverts, electricity, cable and other utilities, whether now existing or hereinafter constructed (the physical improvements, the "Improvements") within the Easement Area. Notwithstanding the preceding sentence, all electrical and utility lines installed within the portion of the Easement Area located within the right of way known as Sunrise Avenue Extension and serving Lots 2-5 shall be located underground.

In using the permanent easement conveyed herein, the Grantees shall provide the Grantors with prior written notice of the Grantees' intent to perform work within the Easement Area, provide the Grantors a reasonable opportunity to discuss scheduling the Grantees' intended work, and provide the Grantors a reasonable opportunity to discuss coordination of their own activities with the Grantees' intended work within the Easement Area. Upon completion of any work within the Easement Areas, the Grantees shall restore the land to a condition that is the substantially the same as it was before the work and that is consistent with the Grantees' installation of any Improvements.

Grantors hereby covenant with the Grantees that they will not disturb or destroy any of the Improvements and shall provide the Grantees with prior written notice of the Grantors' intent to construct any improvements within the Easement Area, provide the Grantees a reasonable opportunity to discuss scheduling the Grantors'

intended work, and provide the Grantees a reasonable opportunity to coordinate their own activities with the Grantors' intended work. Upon completion of any work within the Easement Areas, the Grantors shall ensure that the Grantees' Improvements have not be disturbed or destroyed and shall, if necessary, restore Grantees' improvements to the same condition they were prior to the Grantors' work.

The Utility Easement granted herein is intended to permanently burden the Easement Area and to run with the land.

The parties acknowledge that the Easement Area as described on the Survey may be conveyed in fee simple to the Upper Sunrise Avenue Road Association or to some other entity.

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

TO HAVE AND TO HOLD the aforegranted rights and easements, with all the privileges and appurtenances, thereunto belonging unto and to the use of said Grantees **Grantees, Village of Barton and Consolidated Communications** and to their successors and assigns forever.

AND FURTHERMORE, we, **Paul Sicard and Marsha Sicard, Trustees** of the Sicard Family Trust, **Dennis Hayden, Diana Davis, Dennis Hendy, Ian and Deborah Waters, Nicholas & Stephanie Lussier, Craig & Betty Jane Fowler** and **Nathan Sicard**, the said Grantors, do for our heirs, successors, executors and administrators, covenant with the said **Grantees, Village of Barton, Consolidated Communications, Upper Sunrise Avenue Road Association, Inc.**, and their successors and assigns, that from and after the ensembling of these presents we, **Paul Sicard and Marsha Sicard, Trustees** of the Sicard Family Trust, **Dennis Hayden, Diana Davis, Dennis Hendy, Ian and Deborah Waters, Nicholas & Stephanie Lussier, Craig & Betty Jane Fowler** and **Nathan Sicard**, the said Grantors, will have and claim no right in, or to, the rights and easements quit-claimed herein.

*Signature Pages May Follow*

**EASEMENT DEED  
To  
UPPER SUNRISE AVENUE ROAD ASSOCIATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the following Grantors

**Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust, of Barton, Vermont; and  
Dennis Hayden of Hyde Park, Vermont  
Diana Davis of Hyde Park, Vermont  
Dennis Hendy of Fairfield, Vermont**  
 ("Grantors"),

in consideration of the sum of Ten and More Dollars paid to Grantor's full satisfaction by

the **UPPER SUNRISE AVENUE ROAD ASSOCIATION**, a Vermont not for profit corporation ("Grantee"),

by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, the **UPPER SUNRISE AVENUE ROAD ASSOCIATION**, and its successors and assigns forever, certain permanent easements over, on and through certain real property located in the Village of Barton, County of Orleans and State of Vermont, which easements are established and described as follows, viz:

Grantors hereby give, grant, sell, convey, and confirm to Grantee permanent easements over portions of Grantor's property identified on a survey entitled

"Survey Depicting a Portion of Sunrise Avenue to be Accepted by the Village of Barton as a Town Highway" prepared by Truline Land Surveyors, Inc. with a survey date of October 22 and a Plot date of 12/10/24" (the "Survey") to be recorded in the Village of Barton Land Records.

The permanent easement granted is described as:

A fifty foot (50') wide right of way labeled on the Survey as "Upper Sunrise Avenue Easement To Be Conveyed to "Upper Sunrise Avenue Road Association" and being generally comprised of two parts

1. A fifty foot (50') wide strip of land adjacent to and west of the westerly boundary of the parcels or lots labeled:
  - (a) D. Davis & D. Hayden, Parcel 21-428-4280080, Refer To Bk. 132, Pg. 531, [ 55 / 163 ]  
and
  - (b) R. McCarthy, 84 Sunrise Avenue, Parcel 21-428-84, Refer To Bk. 185, Pg. 198, [ 55 / 182]
2. The strip of land labeled on the Survey as "Pvt. ROW For Lots 2, 3, 4, &5 To "Sunrise Ave", Property of D Hendy, D, Davis & D Hayden"

(the "Roadway Easement").

Grantee and its successors and assigns shall have the right to use the Roadway Easement to construct, reconstruct, use, operate, maintain, inspect, repair, and replace a private road including shoulders, slopes, shared use paths, sidewalks, bus pull-offs, on-street parking, pedestrian



crosswalks, intersection improvements, lighting and landscaping improvements and above ground and below ground water, wastewater, stormwater, electric, cable and other utility pipes, infrastructure and facilities.

By acceptance of this deed, Grantee, agrees that the private road shall provide access from the Town Highway to the parcels or lots shown on the Survey as D, Davis & D, Hayden, Sicard Family Trust, N & S Lussier, C & B Fowler, R. MacCarthy and N. Sicard, provided that the owners of such lots or parcels become members of the Grantee.

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

TO HAVE AND TO HOLD the rights and easements conveyed hereby, with all the privileges and appurtenances thereto, to Grantee, **UPPER SUNRISE AVENUE ROAD ASSOCIATION**, and its successors and assigns, to their own use and behoof forever; and Grantors, **Paul Sicard and Marsha Sicard, Trustees** of the Sicard Family Trust, **Dennis Hayden, Diana Davis, Dennis Hendy** for themselves and their heirs, administrators, executors, successors and assigns, do covenant with the said Grantee and its successors and assigns, that until the ensealing of these presents, Grantors are the sole owner of Grantors' Property, and has good right and title to convey the foregoing easements and rights in the manner aforesaid, that Grantors' Property is **FREE FROM EVERY ENCUMBRANCE**, except as aforementioned; and Grantors hereby engage to **WARRANT** and **DEFEND** the same against all lawful claims whatever, except as aforementioned.

*Signature Page May Follow*

**DEED OF DEDICATION AND ACCEPTANCE  
A PORTION OF "SUNRISE AVENUE" IN THE VILLAGE OF BARTON**

THIS DEED OF DEDICATION, is by and between the following Grantors

**Paul Sicard and Marsha Sicard, Trustees** of the Sicard Family Trust, of Barton, Vermont; and  
**Dennis Hayden** of Hyde Park, Vermont  
**Diana Davis** of Hyde Park, Vermont  
**Dennis Hendy** of Fairfield, Vermont  
**David & Johanna Snedeker** of Barton, Vermont  
**Ian and Deborah Waters** of Barton, Vermont  
**Nicholas & Stephanie Lussier** of Barton, Vermont  
**Craig & Betty Jane Fowler** of Barton, Vermont  
**Nathan Sicard** of Lyndon, Vermont  
**Duane & Marilyn Prue**, of Barton, Vermont  
**Ramona McCarthy**, of Barton, Vermont  
 ("Grantors"),

And

the **Village of Barton**, a Vermont municipality in the County of Orleans and State of Vermont ("Grantee"),

Whereas, the Grantors currently use a private roadway generally known as Sunrise Avenue for access to their properties,

Whereas a portion of the roadway is known as "Lower Sunrise Avenue" and a portion of the roadway is known as "Upper Sunrise Avenue,"

Whereas, the Grantee, Village of Barton has agreed to accept as a town highway the portion known as "Lower Sunrise Avenue",

Whereas, in order to facilitate such portion becoming a town highway, the Grantors are willing to dedicate the portion of Sunrise Avenue known as "Lower Sunrise Avenue" for public use as a town highway,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and meaning to be bound hereby, the Grantors agree as follows:



Grantors by these presents hereby DEDICATE for public use as a town highway unto Grantee, **Village of Barton** certain real property located in the Village of Barton, County of Orleans and State of Vermont, which property is further described as follows, viz:

A portion only of land depicted on a survey entitled "Survey Depicting a Portion of Sunrise Avenue to be Accepted by the Village of Barton as a Town Highway" prepared by Truline Land Surveyors, Inc. with a survey date of October 22 and a Plot date of 12/10/24" (the "Survey"), said Survey to be recorded in the Village of Barton Land Records.



The portion to be DEDICATED for public use as a town highway is depicted on and labelled on the Survey as "Proposed Portion of 'Sunrise Avenue' to be accepted by the Village of Barton (see Note #5)," with an area indicated on the Survey as "Area Within Street Limits=0.55 AC.)" (the "Dedicated Property").

The Dedicated Property is further described as:

Beginning at the south easterly corner of the Dedicated Property marked by a reinforcing rod set in the northerly sideline of Eastern Avenue (T.H. #3), Thence proceeding S43°27'09" W, 52.28'+/- to a reinforcing rod set in the northerly sideline of Eastern Avenue (T.H. #3), such rod being set at the at the south westerly corner of the Dedicated Property;  
Thence turning to the right and proceeding along the westerly sideline of the Dedicated Property N27°46'45" W, 265.04'+/- to a reinforcing rod set in the westerly sideline of the Dedicated Property;  
Thence proceeding N 27° 23' 17" W, 129.83"+/- to a reinforcing rod set in the westerly sideline of the Dedicated Property;  
Thence turning to the left and proceeding S 62° 25' 09" W, 50.50' +/- to a reinforcing rod set in the westerly sideline of the Dedicated Property;  
Thence turning to the right and proceeding N 27° 23' 17" W, 50' +/- to a reinforcing rod set at the northwest corner of the Dedicated Property;  
Thence turning to the right and proceeding N 62° 25' 09" E, 50.34'+/- to a reinforcing rod set in the northerly sideline of the Dedicated Property;  
Thence continuing N 62° 25' 09" E, 49.66'+/- along the northerly sideline of the easement to a reinforcing rod set in the northeasterly corner of the Dedicated Property;  
Thence turning to the right and proceeding S 27° 23' 17" E, 179.83'+/- along the easterly sideline of the Dedicated Property to an existing iron pipe;  
Thence proceeding along the easterly sideline of the Dedicated Property S 27° 46' 45" E, 248.05'+/- to a reinforcing rod set in the northerly sideline of Eastern Avenue (T.H. #3), being the south easterly corner of the Dedicated Property and the point of beginning.

In executing this deed, the parties intend to facilitate the establishment of a town highway within the Village of Barton on the Dedicated Property. The Dedicated Property that is dedicated and accepted by this deed shall be held, governed, and controlled by the Grantee Village of Barton as a town highway under the laws of the State of Vermont, as those laws may be amended from time to time. Except as may be indicated herein, the Grantee shall have all the rights, authority, duties and obligations granted and imposed by Vermont law, as such law may be amended from time to time.

By accepting and executing this deed, Grantee, Village of Barton agrees to undertake such highway proceedings as are necessary to formally accept the Dedicated Property as a town highway and to hold classification hearings with the purpose of classifying the Dedicated Property as a "Class 3" highway.

Grantee and its successors and assigns shall have the right to use the Dedicated Property to construct, reconstruct, use, operate, maintain, inspect, repair, and replace a municipal highway including shoulders, slopes, drainage systems, shared use paths, sidewalks, bus pull-offs, on-street parking, pedestrian crosswalks, intersection improvements, lighting and landscaping improvements, stormwater infrastructure and facilities, and above and under ground utilities, including, without intent of limitation, sewage, power, and water lines, together with the right to use the Dedicated Property for all other purposes lawfully related to public use of a town highway.

This DEDICATION and ACCEPTANCE shall be perpetual and appurtenant to the land and shall bind the Grantors, and the Grantors' successors, heirs and assigns, and benefit the Grantee, and the Grantee's successors and assigns for so long as the Dedicated Property is or remains a town highway.

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

TO HAVE AND TO HOLD the Dedicated Property for public use as a town highway, with all the privileges and appurtenances thereof, to the said **Grantee, Village of Barton**, and its successors and assigns, to its own use and behoof forever.

*Signature Pages may Follow*

**Upper Sunrise Avenue Road Association, Inc.  
Agreement to Become Members  
And  
Private Road Maintenance Agreement**

This Agreement (the "Agreement") is made as of the 1st day of October, 2025 by and among the undersigned, who are persons or entities owning property along, or accessed from, the private road or right of way known as "Upper Sunrise Avenue" located in the Village of Barton, Vermont (hereinafter collectively the "Owners" or "Lot Owners" and individually an "Owner" or "Lot Owner") and Upper Sunrise Avenue Road Association, Inc., a Vermont not-for-profit corporation (hereinafter the "Association").

Whereas, the Association is or has been granted an easement to a private road known as "Upper Sunrise Avenue", situated in the Village of Barton, Vermont as generally shown on a survey entitled

"Survey Depicting a Portion of Sunrise Avenue to be Accepted by the Village of Barton as a Town Highway" prepared by Truline Land Surveyors, Inc. with a survey date of October 22 and a Plot date of 12/10/24" (the "Survey") to be recorded in the Village of Barton Land Records, a reduced copy of which is attached hereto as Exhibit 1.

Whereas, each of the following owns one or more parcels or lots served by Upper Sunrise Avenue:

**Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust:** two parcels labeled on the Survey as:

1. Sicard Family Trust, 170 Sunrise Avenue, Parcel 21-428-170, Refer to Bk. 144, Pg. 631 [ 77 / 62 ], (All Remaining Lands)
2. Sicard Family Trust, Parcel 21-428-155, Refer to Bk. 189, Pg. 675, [ 160 / 245 ], (Lot #5).

**Dennis Hayden & Diana Davis:** one parcel labeled on the Survey as:

D. Davis & D. Hayden, Parcel 21-428-4280080, Refer to Bk. 132, Pg. 531, [ 55 / 163 ]

**Nathan Sicard:** one parcel labeled on the Survey as:

N. Sicard, 15 Sunrise Extension, Parcel 21-248-89, Refer to Bk. 160, Pg. 234 (Lot #3)

**Nicholas & Stephanie Lussier:** one parcel labeled on the Survey as:

N. & S. Lussier, Parcel 21-428-175, Refer to Bk. 191, Pg. 548, (Lot #4)

**Craig & Betty Jane Fowler:** one parcel labeled on the Survey as:

C. & B. Fowler, 45 Sunrise Extension, Parcel 21-303-081, Refer to Bk. 187, Pg. 263 (Lot #2)

**Ramona Lisa McCarthy:** one parcel labeled on the Survey as:

R. McCarthy, 84 Sunrise Avenue, Parcel 21-428-84, Refer to Bk. 185, Pg. 198

(the referenced parcels or lots are hereinafter referred to as the "Lots", which term shall also include any portion of an existing Lot that is subdivided into a separate parcel or lot in the future);

WHEREAS, each Lot along or served by Upper Sunrise Avenue by becoming a Member of the Association shall be benefitted by a right of way or easement for purposes of ingress and egress, running from the public Sunrise Avenue to each of the Lots, over the Upper Sunrise Avenue as shown on the Survey;

WHEREAS, Upper Sunrise Avenue is a private right of way which the Owners are mutually obligated to maintain and repair; and

WHEREAS, the Owners desire to enter into this Agreement for the purposes of assuring access over, under and upon Upper Sunrise Avenue to the Owners' Lots, to assure that Upper Sunrise Avenue shall be properly maintained and kept in good order and repair for the benefit of the Owners and the Owners' Lots,



WHEREAS, each Lot along or served by Upper Sunrise Avenue by becoming a Member of the Association shall be benefitted by a right of way or easement for purposes of ingress and egress, running from the public Sunrise Avenue to each of the Lots, over the Upper Sunrise Avenue as shown on the Survey;

WHEREAS, Upper Sunrise Avenue is a private right of way which the Owners are mutually obligated to maintain and repair; and

WHEREAS, the Owners desire to enter into this Agreement for the purposes of assuring access over, under and upon Upper Sunrise Avenue to the Owners' Lots, to assure that Upper Sunrise Avenue shall be properly maintained and kept in good order and repair for the benefit of the Owners and the Owners' Lots, and to assure participation in the maintenance and repair of the road by the Owners of existing and any future Lots.

NOW, THEREFORE, in consideration of TEN AND MORE DOLLARS, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owners hereby declare that each Owner's Property shall be held, sold and conveyed subject to the following covenants, agreements, and restrictions which shall run with each Owner's Property and be binding on and inure to the benefit of all parties having any right, title or interest in any Lot, or any part thereof, and their respective heirs, successors and assigns.
2. Each Owner hereby shall become a member of the Association. Each subsequent owner of each Owner's Property, including any portion of such Owner's Property that is divided into separate legal parcels or lots in the future, shall automatically become a member of the Association upon acceptance of a deed to any such property, parcel or lot.
3. Each Owner hereby acknowledges that such Owner has been given a copy of the Bylaws of the Association (the "Bylaws") and each Owner agrees to be bound by all of the terms and conditions set forth in said Bylaws, a copy of which is attached hereto as Exhibit 2 and incorporated herein by this reference.
4. Each Owner agrees that the Association shall be responsible for maintaining and keeping Upper Sunrise Avenue in good order and repair in the manner and with such frequency as is consistent with good road maintenance, all as determined by the Association pursuant to its Bylaws and this Agreement, including keeping the road graded, crowned and well-graveled, such that the in order to be passable all four seasons of the year by pedestrians, automobile, truck or emergency vehicles. The Association shall provide periodic maintenance, repair, snowplowing, sanding, ditching, grading, repair/replacement of culverts, gravelling, rolling, removal of trees/mowing, and the repair of potholes and any capital repairs and/or alterations determined by the Association to be appropriate with respect to Upper Sunrise Avenue.
5. Each Owner agrees that the Association shall be empowered to assess the Owners for their proportional share of expenses incurred by the Association in accordance with this Agreement and the Bylaws of the Association, and further agrees to promptly pay to the Association all assessments assessed to such Owner by the Association in accordance with this Agreement and the Bylaws of the Association.

Except as otherwise provided herein, Assessments will be assessed equally between the seven (7) lot owners:

**1. Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust:**

**Parcel 1**

**2. Paul Sicard and Marsha Sicard, Trustees of the Sicard Family Trust:**

**Parcel 2**

**3. Dennis Hayden & Diana Davis**

**4. Nathan Sicard**

**5. Nicholas & Stephanie Lussier**

**6. Craig & Betty Jane Fowler**

**7. Ramona Lisa McCarthy**

The assessment of any vacant lot during the winter months shall pay only fifty percent (50%) of lots with a dwelling occupied year round.

The assessments shall be re-adjusted in the event a Lot or parcel is subdivided and a new lot or lots are created with access from Upper Sunrise Avenue.

7. Assessments, together with interest, costs and reasonable attorneys' fees, shall be a lien upon each Owner's Property, subordinate only to the lien of a first mortgage on such property. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the obligation of the individual Owner(s) against whom the assessment was made. The Association may foreclose on such lien in the same manner as a mortgage as set forth in 12 V.S.A. §§ 4531a-4553, as may be amended from time to time.

8. The Association shall be responsible for all costs associated with the maintaining and keeping Upper Sunrise Avenue in good order and repair in the manner and with such frequency as is consistent with good road maintenance, all as determined by the Association pursuant to its Bylaws and this Agreement, including keeping the road graded, crowned and well-graveled, such that the in order to be passable all four seasons of the year by pedestrians, automobile, truck or emergency vehicles. However, any costs associated with maintenance or repairs necessitated by the negligent or willful act of an Association Member, or its tenants, agents, licensees or invitees, shall be borne solely by such negligent or willful Association Member. If the actions of either an Association Member or its successors, tenants or assigns or their respective employees, agents or contractors, shall cause any damage to the property of the other Association Member or to the roadway or improvements within Upper Sunrise Avenue, then the Party causing the damage or through whom such damage was caused shall, at its sole cost and expense, repair and restore the damaged area to at least the same condition that existed prior to such damage. All improvements to Upper Sunrise Avenue necessitated by the subdivision or development of an existing Lot shall be the sole responsibility of the Owner of the Lot being subdivided or developed.

9. Each owner shall be responsible for all costs associated with the maintenance, repair or replacement (including without limitation routine expenses such as snow plowing or sanding) of such owner's individual driveways which branch off Upper Sunrise Avenue to such owner's individual home.

10. The obligation to pay such expenses and the granting of the lien herein provided shall be binding upon the Owner's Property and each subsequent Owner of all or a part of the Owner's Property whether or not the obligation is expressed in an Owner's deed or instrument of title to such Owner's Property. The purchaser of an Owner's Lot shall be jointly and severally liable with the selling Owner for

all unpaid assessments. No Owner shall be exempt from liability for assessments by attempted waiver of the full or partial use or enjoyment of Upper Sunrise Avenue or the Owner's Lot, by abandonment of the Lot, or by any other reason.

11. Any purchaser or holder of a mortgage on an Owner's Lot shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Owner of such property within five (5) days following a written request directed to the Association.

12. Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of one percent (1%) per month, or at such lesser rate as may be fixed by the Board of Directors of the Association from time to time, or, in either event, at such lesser rate as is the maximum rate permitted by applicable law.

13. The Board of Directors of the Association shall be responsible for enforcing this Agreement. Should the Association employ counsel in order to enforce this Agreement, all costs incurred in such enforcement and/or collection, including fees for counsel and any costs of seeking such enforcement and collection, shall be paid by the Owner found to be in violation by a court of competent jurisdiction. No delay or omission on the part of the Association in exercising any right, power or remedy provided for in the event of any breach of this Agreement shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Owner against the Owners on account of their failure to bring an action on account of any breach of this Agreement, nor for imposing terms and conditions which may be found or determined to be unenforceable.

14. All terms and conditions herein set forth shall be regarded as covenants and shall run with the land and be in full force and effect against and binding on all persons or entities having any interest in each Owner's Property.

15. This Agreement may be amended by a written instrument that is signed by a two-thirds majority of the Owners of Lots and recorded in the Village of Barton Land Records.

16. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. The invalidity in whole or in part of any covenant, agreement or restriction or any part thereof set forth herein shall not affect the validity of the remaining portions hereof. This Agreement may be amended by the consent of the title owners of two-thirds of the Lots subject to this Agreement. The agreements and covenants set forth herein shall run with title to the Lots, and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

SIGNATURE PAGES MAY FOLLOW



# Know all Men by These Presents:

That I, Marion G. Redfield, a single woman,

of Barton in the County of Orleans and State of Vermont Grantor,  
in the consideration of One dollar and other valuable considerations - - - - - Dollars  
paid to my full satisfaction by Harriet A. Manning

of Barton in the County of Orleans and State of Vermont Grantee,  
by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee,  
Harriet A. Manning

and her heirs and assigns forever, a certain piece of land in Barton in the  
County of Orleans and State of Vermont, described as follows, viz.:

It being a part of the same Land and premises deeded to the grantor herein by the Barton Savings Bank and Trust Company by Warranty Deed dated April 6, 1945 and recorded in Book 45 at Page 268 of Barton Land Records and formerly owned by one, Charles Cutler and by one Roy G. Stiles, and more particularly described as follows:

Commencing at a point 24 feet from the centerline of Vermont Route No. 16 in Barton Village on the road to Westmore, in the center of a proposed street leading from said Rte No. 16 in a northerly direction on a Compass bearing of N. 10°W said point marking the south easterly corner of land deeded by the grantor herein to Norman and Elizabeth Martin; thence running northerly in a straight line to a point 636 feet, more or less to the southerly side of a 26 foot cross street running past the land of one, Patricia Leach; Thence turning and running in an easterly direction on a compass bearing of N.80° E. a distance of 137.5 feet to a stake driven into the ground for a corner; thence turning in a southerly direction on a compass bearing of S 10° E. a distance of 595 feet more or less, to a stake located 24 feet from the centerline of Vermont Route No. 16 (as it is now traveled); thence turning and running westerly along a line parallel with, and 24 feet northerly of the centerline of Vt. Rts 16 a distance of 146.5 feet, be the same more or less, to the point of beginning.

There is reserved from the force and effect of this deed a right-of-way 160 feet wide along proposed street east of the centerline to be used in common with other persons, and there is granted a right-of-way to be used with other persons over a strip of land 160 feet wide on the westerly side of the centerline of said proposed street.

There is also reserved a right-of-way over the road leading past the old barn site until such time as the Village of Barton shall build said proposed street.

It is agreed between the grantee and the grantor that should the grantor herein wish to repurchase a one-half acre lot below (southerly) commencing about 160 feet southerly of said Manning's Northerly line, for the purpose of building a small house, the grantee herein will transfer the same to the said Redfield for the sum of \$500.00 However, if the said Redfield should fail to exercise this option during her lifetime, the option shall cease at her decease.

Reference is hereby made to the records of all former deeds in Barton Land Records for further description of the land and premises hereby conveyed.

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,  
Harriet A. Manning

and her heirs and assigns, to their own use and behoof forever;

and I the said Grantor,  
Marion G. Redfield for myself

and my heirs, executors and administrators, do covenant with the said Grantee,  
Harriet A. Manning

her heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; Except the 1964 taxes, which the grantor herein agrees to pay

And I

hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

In Witness Whereof I hereunto set my hand and seal this 9th day of July A. D. 19 64

IN PRESENCE OF

Phyllis H. Drake

Mamie H. Joseph

Marion G. Redfield

L. S.

L. S.

L. S.

L. S.

State of Vermont }  
Orleans County, ss. }

At Barton this 9th day of July A. D. 19 64

Marion G. Redfield

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

BEFORE ME Phyllis H. Drake Notary Public.

Barton Town Clerk's Office July 10 A. D. 19 64, at 4 o'clock 45 minutes P M.

Received for record a Deed, of which the foregoing is a true copy.

A True Record. Attest, Phyllis H. Drake Town / Clerk.

I hereby certify that United States stamp to the amount of \$ 2.10 were affixed to the foregoing instrument and were duly canceled.

Attest: Phyllis H. Drake Town Clerk.

### Know all Men by These Presents:

That I, Marion G. Redfield, a single woman,  
 of Barton in the County of Orleans and State of Vermont Grantor,  
 in the consideration of One dollar and other valuable considerations \$ 1.00 // Dollars //  
 paid to me full satisfaction by  
Norman Martin and Elizabeth Martin, husband and wife,  
 of Montreal in the Province of Quebec and State of Canada Grantee  
 by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, Norman  
Martin and Elizabeth Martin, husband and wife, as tenants by the entirety with  
right of survivorship,  
 and their heirs and assigns forever, a certain piece of land in Barton in the  
 County of Orleans and State of Vermont, described as follows, viz:

It being a part of the same land and premises transferred to the said  
 Marion G. Redfield by Barton Savings Bank and Trust Company by Warranty Deed  
 dated April 6, 1945 and found of record in Book 45 at Page 268 of the Barton  
 Land Records, - formerly owned by Charles Cutler and by one, Roy G. Stiles -  
 said parcel of land being more specifically described as follows:

Commencing at the Northwesterly corner of land presently owned by the  
 said Martins, grantees herein, and running in a straight line on a compass  
 bearing of N. 10° W. a distance of 240 feet to an iron pipe driven into the  
 ground for a corner; thence turning and running Easterly on a compass bearing  
 of N. 80° E. a distance of 137.5 feet to a stake located in the centerline of a  
 proposed street; thence turning and running Southerly in a straight line along  
 the centerline of said proposed street on a compass bearing of S. 10° E. a  
 distance of 240 feet to the Northeasterly corner of said Martins' presently owned  
 lot; thence turning and running Westerly along said Martins' northerly boundary  
 on a compass bearing of S. 80° W. a distance of 137.5 feet to the point of  
 beginning. Said plot of land containing three-fourths of an acre, more or less.

There is hereby reserved from the force and effect of this deed a  
 right of way over a strip of land 16 1/2 feet wide on the Westerly side of the center-  
 line of said proposed street, and there is also hereby granted a right of way  
 16 1/2 feet wide over a strip of land Easterly of the centerline of said proposed  
 street, for use as a roadway in common with other persons.

Reference is hereby made to the aforementioned deed and to the records  
 of all former deeds in said Barton Land Records for further description.

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,  
 ---Norman Martin and Elizabeth Martin---  
 and their heirs and assigns, to their own use and behoof forever;  
 and I the said Grantor, ---Marion G. Redfield---  
 for myself  
 and my heirs, executors and administrators, do covenant with the said Grantee,  
 ---Norman Martin and Elizabeth Martin---

their heirs and assigns, that until the ensembling of these presents I am the sole owner  
 of the premises, and ha v good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY  
 ENCUMBRANCE;  
 And I

hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.  
 In Witness Whereof I hereunto set my hand and seal this 1st day of August A. D. 19 44

IN PRESENCE OF  
Mamie H. Joseph } Marion G. Redfield L. S.  
Phyllis H. Drake } L. S.  
 } L. S.  
 } L. S.

State of Vermont } At Barton this 1st day of August A. D. 19 44  
 Orleans County, ss. } Marion G. Redfield

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her  
 free act and deed.

BEFORE ME Mamie H. Joseph Notary Public.  
Barton Town Clerk's Office August 1, A. D. 19 44 at 4 o'clock 10 minutes P.M.

Received for record a Deed, of which the foregoing is a true copy.  
 A True Record. Attest, Phyllis H. Drake Ass't Town Clerk.

I hereby certify that United States stamp to the amount of \$ 1.10 were affixed to the foregoing  
 instrument and were duly canceled.  
 Attest: Phyllis H. Drake Ass't Town Clerk.

# Know all Men by These Presents:

That I, Marion G. Redfield, a single woman

of Barton in the County of Orleans and State of Vermont Grantor  
in the consideration of One dollar and other valuable Considerations  
paid to my full satisfaction by Patricia Leach

of Barton in the County of Orleans and State of Vermont Grantee  
by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee,  
Patricia Leach

and her heirs and assigns forever, a certain piece of land in Barton in the  
County of Orleans and State of Vermont, described as follows, viz.:

Beginning in the centerline of a proposed street leading from Eastern Avenue in Barton Village (Vermont Route No. 16) following a northerly course-North 10° 0' West- represented on a certain map found of record in Book 50 at Page 147 of the Barton Land Records and being the most easterly line shown on said map. This is a one-half acre lot of land, be the same more or less, located directly opposite, across a roadway 26 feet in width, from the dwelling house of the said Patricia Leach and is the lot located next northerly of land presently owned by Norman and Elizabeth Martin in Barton Village and more specifically described as follows:

Commencing at the centerline of said 33 foot wide proposed street at the northeasterly corner of said Martins' land; thence running North 10° 0' West a distance of 155 feet to the southerly side of a 26 foot wide roadway running past Patricia Leach's house; thence turning and running westerly along the southerly side of said roadway 137.5 feet to the northeasterly corner of Hilda Ray's land; thence turning and running southerly along said Ray's easterly line a distance of approximately 155 feet to the northeasterly corner of said Martins' land; thence turning and running easterly along said Martins' northerly line, 137.5 feet-80° 0' East to the point of beginning.

There is reserved from the force and effect of this deed a right-of-way over the westerly side of said first mentioned street 16½ feet wide to be used for street purposes together with other persons traveling the same and thereto hereby granted to the said grantee a right-of-way easterly of the centerline of said proposed street 16½ feet wide together with other persons for the same road purposes.

There is also given to the grantee herein the right to use, together with other persons, the strip of land 26 feet in width on the grantor's land, laid out for a cross street just north of and bordering the northerly boundary line of Hilda Ray's land, and running between the streets leading to Eastern Avenue.

Reference is hereby made to said map and to former deeds in Barton Land Records for further description.

Do have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,

and her heirs and assigns, to their own use and behoof forever;

and I the said Grantor, Marion G. Redfield for myself

and my heirs, executors and administrators, do covenant with the said Grantee, Patricia Leach and her

heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE;

And I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.  
In Witness Whereof I hereunto set my hand and seal this 23rd day of January A. D. 19 65

IN PRESENCE OF

<u>Phyllis H. Drake</u>	}	<u>Marion G. Redfield</u>	L. S.
<u>Raymond L. Paquette</u>		L. S.	
		L. S.	
		L. S.	

State of Vermont } At Barton this 23rd day of January A. D. 19 65  
Orleans County, ss. }

Marion G. Redfield

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

BEFORE ME Phyllis H. Drake Notary Public.

Barton Town Clerk's Office March 25 A. D. 1965, at 4 o'clock - minutes P M.

Received for record a Deed, of which the foregoing is a true copy. Ass't

A True Record. Attest, Phyllis H. Drake Town Clerk.

I hereby certify that United States stamp to the amount of \$ - - - were affixed to the foregoing instrument and were duly canceled.

Attest: \_\_\_\_\_ Clerk.

1965

# Know all Men by These Presents:

That I, Marion G. Redfield, a single woman

of Barton in the County of Orleans and State of Vermont Grantor,  
in the consideration of One dollar and other valuable considerations paid to my full satisfaction by

Russell F. Cota and Doris Buskey Cota, husband and wife  
of Barton in the County of Orleans and State of Vermont Grantee,  
by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, Russell F. Cota and Doris Buskey Cota, husband and wife, as tenants by the entirety, with right of survivorship,

and their heirs and assigns forever, a certain piece of land in Barton in the County of Orleans and State of Vermont, described as follows, viz.:

It being a part of the same land and premises once known as the William P. May Estate, and later known as the Arthur S. Redfield Estate, and more recently found of record in a deed from Lee E. Emerson to Millian E. Redfield and Marion G. Redfield as joint tenants, with right of survivorship, and not as tenants in common, said deed recorded in Book 45, Page 19 of Barton Land Records and dated August 12, 1943, the portion hereby transferred being more particularly described as follows:

Beginning in the centerline of a certain roadway or street extending from the "Forty Street" past the residence of Frank W. Bassett and E. M. Brown in Redfield acres, so-called, to the land of the O'Sheas.

Said point is located 112 feet from the surveyed centerline of "Forty Street" and is marked by an iron post driven into the side of the roadway about 13 feet from the center thereof on the northerly side; and about fifteen feet, be the same more or less, easterly of said Bassett's north west corner; then running in a straight line northerly on a compass bearing of North 10° 0' W. along the westerly line of three surveyed lots, still owned by said Redfield a distance of 415 feet to the center of an old stone wall which marks the range line between ranges 7 and 8 in lots #5 of lots of land in said Town of Barton; thence turning and running in a southwesterly direction along the centerline of said stone wall a distance of 144 feet, more or less, to an iron post driven into the ground by a certain marked rock; thence turning and running in a straight line parallel with the first mentioned bound, (said line being 115 feet equidistant from the first bound) on a compass bearing of South 10° 0' E., to the centerline of said street or roadway; thence turning and running easterly along the center of said street a distance of 115 feet to the point of beginning, containing 1.1267 acres, be the same more or less.

NOTE: The "Forty Street" named in this transfer, as it now lies is not constructed on the true compass bearing of N10° 0' W., the centerline of the survey now being in about the location of the westerly wheel track.

Reference is hereby made to the above mentioned deeds, to the references and descriptions therein contained and to Barton Land Records for a more complete description of the land and premises hereby transferred.

Reference may also be had to a certain map of the area found in Book 50 at Page 147 of said Barton Land Records.

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,

and their heirs and assigns, to their own use and behoof forever;

and I the said Grantor,

and my heirs, executors and administrators, do covenant with the said Grantee,

and their heirs and assigns, that until the unsealing of these presents, I am the sole owner

of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE;

AND I

hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

In Witness Whereof I hereunto set my hand and seal this 2nd day of June A. D. 19 65

IN PRESENCE OF

Phyllis H. Drake } Marion G. Redfield L. S.  
Lee E. Emerson } L. S.  
L. S.  
L. S.

State of Vermont } At Barton this 2nd day of June A. D. 19 65  
Orleans County, ss. }

Marion G. Redfield

personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before Me Phyllis H. Drake Notary Public.

Barton Town Clerk's Office June 4th A. D. 1965, at 9 o'clock - - minutes A. M.

Received for record a Deed, of which the foregoing is a true copy. Phyllis H. Drake Town Clerk

A True Record. Attest, Phyllis H. Drake Town Clerk

I hereby certify that United States stamp to the amount of \$ - - were affixed to the foregoing instrument and were duly canceled.

Attest: \_\_\_\_\_ Clerk

T  
1966

field to Ernest J. Rock

Property Transfer Tax  
Return No. 34283  
Date 1-15-69  
Signed Phyllis H. Drake

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor,  
Administrator of the Goods, Chattels, and Estate of Marion G. Redfield, late of Barton  
in the County of Orleans and State of Vermont, deceased, SEND GREETING:  
Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof,  
holden at the Probate Office in Newport City, in said District, on the 8th day of October  
A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did  
license and authorize me to sell at public auction or private sale, all  
of the real estate of said deceased, for the purpose of  
being necessary to procure money with which to pay debts and expenses of administration

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license  
aforesaid, I have sold a portion  
of the same real estate, to Ernest J. Rock  
of Barton, in the County of Orleans and State  
of Vermont for the sum of One dollar and other valuable considerations Dollars

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said  
sum of \$ One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge  
I do by these presents, grant, bargain, sell, convey and confirm unto the said Ernest J. Rock and his  
heirs and assigns, the following described land in Barton  
in the County of Orleans and State of Vermont described as follows, viz:

Being a portion of the home premises of the late Marion G. Redfield, located on the northerly  
side of the main public hard surfaced highway leading from Barton Village to Westmore, bounded  
as follows:

Commencing at an iron pipe driven into the northerly edge of said public highway which said  
iron pipe is north 11 degrees 00' west from the center of said public highway, 24.75 feet; thence  
south 60 degrees 30' west 208.71 feet to an iron pipe driven into the northerly edge of said  
public highway which said iron pipe is north 11 degrees 00' west 24.75 feet from the center line  
of said public highway; thence north 11 degrees 00' west 208.71 feet to an iron pipe driven into  
the ground; thence at an oblique angle north 60 degrees 30' east 208.71 feet to an iron pipe  
driven into the ground which said iron pipe is south 60 degrees 30' west 24.75 feet from the  
center of a roadway; thence at an acute angle south 11 degrees 00' east 208.71 feet to said iron  
pipe marking the point of beginning, which said last mentioned iron pipe is south 60 degrees  
30' west 24.75 feet from the center of said roadway, the easterly and westerly boundary lines  
hereof to be expanded along their respective courses southerly to the center of said public high-  
way.

Said conveyed premises are further described in a Plat or Plan of the same prepared by L. S.  
Stanley, Surveyor, September 19, 1968, attached hereto and made a part hereof and to be recorded  
with said deed.

Being a portion of the same land and premises in Barton, described in a certain license to  
sell, issued the 8th day of October, 1968 and

recorded in Book 85, Page 166 of Barton Land Records.

Reference is hereby made to said Map, License to Sell and to Barton Land Records for  
further and more complete description of the land and premises hereby conveyed.

sale aforesaid; that me will, and me heirs, executors and administrators shall warrant  
and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield  
or me the said administrator, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 13th day of January A. D. 1969

IN PRESENCE OF  
Marie H. Joseph  
Phyllis H. Drake  
Lee E. Emerson JRS.  
Executor, Marion G. Redfield Estate

State of Vermont,  
ORLEANS County, ss. } At Barton this 13th day of  
January A. D. 1969  
Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally  
appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.  
BEFORE ME, Marie H. Joseph Notary Public.  
Received on record the 13th day of January A. D. 1969 at 3 o'clock PM minutes P.M.  
Attest: Phyllis H. Drake City Clerk.

I hereby certify that United States Internal Revenue Documentary Stamps to the amount of \$..... were affixed to the fore-  
going instrument and were duly canceled.  
Attest:..... Town  
City Clerk.

Reference is hereby made to the above mentioned License to Sell and to Barton Land Records  
For further and more complete description of the land and premises hereby conveyed.

**Whereas**, the Honorable the Probate Court for the District of Orleans, State of Vermont, decensed, **SEND GREETING:**  
holden at the Probate Office in Newport City, in said District, on the 14th day of October  
A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did  
license and authorize me to sell at public auction or private sale, all  
of the real estate of said deceased, for the purpose of  
securing money with which to pay debts and expenses of administration.

**And, Whereas**, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license  
aforesaid, I have sold part  
of the same real estate, to Katherine S. Dwinell  
of Barton, in the County of Orleans and State  
of Vermont for the sum of Three Thousand and No/100ths Dollars.

**Now Know Ye**, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said  
sum of Three Thousand and No/100ths Dollars, the receipt whereof I do hereby acknowledge  
I do by these presents, grant, bargain, sell, convey and confirm unto the said Katherine S. Dwinell,  
and her administrators  
heirs and assigns, the following described land in Barton  
in the County of Orleans and State of Vermont described as follows, viz:

The land and premises hereby conveyed are a portion of the home place of the late  
Marion G. Redfield, and are more particularly bounded and described, as follows:  
Commencing at a marked rock representing the northeasterly corner of the  
premises hereby conveyed and the northwesterly corner of the premises of Russell  
Cota and wife in the stone wall, thence in a southerly direction in a straight line  
along the Cota westerly boundary line 332 feet to the center of the O'Shea Road so-  
called, thence at an approximate right angle in a westerly direction along the center  
line of the O'Shea Road so-called, 389½ feet to an iron pipe driven into the ground  
in the O'Shea boundary line, thence at an approximate right angle in a northerly  
direction in a straight line along the O'Shea boundary line 107 feet to an iron pipe  
driven into the ground, thence at an oblique angle in a northeasterly direction 468  
feet a part of the way following the course of a one strand wire fence and the rest  
of the way following the course of the old stone wall to the point of beginning, said  
parcel consisting of three acres of land, more or less, excepting and reserving from  
the force and effect of this conveyance the right on the part of the grantor and others,  
including O'Shea to the right of passage over said O'Shea Road so-called, and subject  
to the right of Barton Village to make of said O'Shea Road a public highway later on  
by Barton Village if deemed expedient by Barton Village.

Being a portion of the same land and premises described in the License to Sell,  
issued the Grantor by the Probate Court for the District of Orleans and recorded in  
Book 55, Page 166 of Barton Land Records, Marion G. Redfield died  
seized and possessed in said Town of Barton

**To Have and to Hold** the said premises, with all the privileges and appurtenances thereof, to the said Katherine S.  
Dwinell, and her administrators or  
to her and her own use. And I, the said Lee E. Emerson, Executor do  
covenant with the said Katherine S. Dwinell, and her administrators or  
Marion G. Redfield died seized of the granted premises, that I am duly authorized by the  
Court, aforesaid, to convey the same to the said Katherine S. Dwinell  
in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the  
sale aforesaid; that I will, and my heirs, executors and administrators shall warrant  
and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield  
or his the said executor, but against no other person.

**In Witness Whereof**, I hereunto set my hand and seal this 14th day of March A. D. 1969

IN PRESENCE OF  
Mamie H. Joseph  
Alice L. Dlette  
} Lee E. Emerson  
} Executor of Marion G. Redfield Estate I.S.

**State of Vermont,** } At Barton this 14th day of  
Orleans County, ss. } March A. D. 1969  
Lee E. Emerson, Executor of Marion G. Redfield Estate personally  
appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.  
BEFORE ME, Mamie H. Joseph Notary Public.  
Received on record the 24th day of March A. D. 1969 at 9 o'clock minutes A. M.  
Attest: Frank A. Parker Town  
City Clerk.

I hereby certify that United States Internal Revenue Documentary Stamps to the amount of \$..... were affixed to the fore-  
going instrument and were duly canceled.  
Attest: \_\_\_\_\_ Town  
City Clerk.

And all to whom these presents shall come,

Arline W. Waldron  
Property Transfer Tax  
Return No. 59430

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont  
Executor Administrator of the Goods, Chattels, and Estate of Marion G. Redfield late of Barton  
Date 5/31/69  
Signed

in the County of Orleans and State of Vermont, deceased, SEND GREETING:  
Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof, holden at the Probate Office in Newport City, in said District, on the 8th day of October A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of being necessary to procure money with which to pay debts and expenses of administration

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold part

of the same real estate, to Ralph W. Waldron and Arline E. Waldron husband and wife, of Bradford, in the County of Essex and State of Massachusetts for the sum of One dollar and other valuable considerations Dollars.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of \$ One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge

I do by these presents, grant, bargain, sell, convey and confirm unto the said Ralph W. Waldron and Arline E. Waldron, husband and wife, as tenants by the entirety with right of survivorship, and their heirs and assigns, the following described land in Barton, in the County of Orleans and State of Vermont described as follows, viz:

It being a portion of the home premises of the late Marion G. Redfield, bounded and described, as follows:

Commencing at an iron post driven into the ground near a utility line pole marking a point near the southeasterly corner of the Cota Premises as located and defined in a certain warranty deed to Russell F. and Doris Buskey Cota dated June 2, 1965 and recorded in Book 53, Page 83 of Barton Land Records; thence North 10 degrees west along the Cota easterly boundary line 415 feet to an iron pipe driven into a stone wall; thence northeasterly along said stone wall a distance of approximately 315.2 feet to an iron pipe driven into said stone wall marking the northeasterly corner of the conveyed premises; thence South 10 degrees East in a straight line approximately parallel with the Cota easterly boundary line a distance of approximately 444.3 feet to an iron pipe adjacent to the roadway leading to the Leach and Manning residences and continuing said course to the center thereof; thence westerly along the center of said roadway a distance of approximately 130 feet to a point in the center thereof where it makes a right angle turn onto "Forty Street" so-called and proceeds southerly; thence in a southerly direction along the center of said "Forty Street" in a southerly direction along the center of said "Forty Street" to a point where the same is intersected by the center line of the roadway passing by the Cota premises; thence along the center of the roadway passing by the Cota premises a distance of approximately 112 feet to a point; thence at an approximate right angle in a straight line about 13 feet to the point of beginning, the same being about 3 acres of land more or less.

As to that portion of the conveyed premises included within the limits of the roadway leading by the Cota premises, "Forty Street" so-called, and the roadway leading to the Leach and Manning residences there is reserved herefrom the right to the use thereof in common with others and such right is hereby excepted and reserved, and subject to the right on the part of Barton Village to acquire, construct and maintain said roadways hereafter for street purposes, without cost of acquisition to it, if it so desires hereafter.

IN PRESENCE OF

Dorcas M. Emerson  
Herace Pitt

Lee E. Emerson IS  
Executor, Marion G. Redfield Estate

State of Vermont,

At Barton this 31st day of May A. D. 1969

Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

BEFORE ME, Dorcas M. Emerson Notary Public.

Received on record the 31st day of May A. D. 1969 at 11 o'clock 30 minutes A. M. Town Clerk.

I hereby certify that United States Internal Revenue Documentary Stamps to the amount of \$ were affixed to the foregoing instrument and were duly canceled. Attest: City Clerk.

1969

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor of the Goods, Chattels, and Estate of Marion G. Redfield late of Barton in the County of Orleans and State of Vermont, deceased, SEND GREETING: Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof, holden at the Probate Office in Newbury, Vermont, in said District, on the 28th day of October A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of being necessary to procure money with which to pay debts and expenses of administration

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold a portion of the same real estate, to Hilda Ray, of Barton, in the County of Orleans and State of Vermont for the sum of One dollar and other valuable considerations.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of \$ One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge I do by these presents, grant, bargain, sell, convey and confirm unto the said Hilda Ray, and her heirs/assigns, the following described land in Barton, in the County of Orleans and State of Vermont described as follows, viz:

It being a portion of the home premises of the late Marion G. Redfield, bounded and described as follows: Commencing at an iron pipe driven into the ground representing a point in the westerly boundary line of land conveyed by Marion G. Redfield to Hilda Milne, recorded Book 50, Page 211 of Barton Land Records and said iron pipe representing the northeasterly corner of certain land and premises this day conveyed by Lee E. Emerson, Executor Marion G. Redfield Estate to Robert H. and Ona B. Forty; thence north 10 degrees 0' west along the Milne line so-called 254.4' to an iron pipe driven into the ground and thence continuing said course 14 feet more to the center of the Leach and Manning Road so-called; thence at an approximate right angle in a westerly direction along the center of said road 106 feet to a point opposite a wooden stake and thence continuing said course 16 1/2 more feet approximately to where said center line is intersected by the center line of Forty Street so-called; thence southerly down the center line of Forty Street approximately 253.7' to a point representing the northwesterly corner of the land and premises this day conveyed by the said Emerson Executor, as aforesaid, to the said Fortys; thence north 80 degrees 0' east, through a hydrant 123.6' along the Forty northerly boundary line to the point of beginning, the same being 0.76 acres, more or less.

There is hereby reserved from the force and effect of this deed for use in common for street purposes, a right of way 16 1/2 feet wide off the westerly and northerly sides of the conveyed premises, and there is hereby granted to the grantee herein a right of way in common for street purposes 16 1/2 feet wide off the westerly and northerly sides of the conveyed premises.

Being a portion of the same land and premises in Barton, described in a certain License to Sell, issued the grantor by the Probate Court for the District of Orleans, October 8, 1968 and recorded in Book 55, Page 166 of Barton Land Records.

Reference is hereby made to the above mentioned deed, to said License to Sell, and to Barton Land Records for further and more complete description of the land and premises hereby conveyed.

Marion G. Redfield died seized of the granted premises, that I am duly authorized by the Court, aforesaid, to convey the same to the said Hilda Ray in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid; that I will, and my heirs, executors and assigns shall warrant and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield or the said Hilda Ray, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 16th day of July, A. D. 1969.

IN PRESENCE OF /s/ Mamie H. Joseph /s/ Wanda S. Randall /s/ Lee E. Emerson I.S. Executor, Marion G. Redfield Estate

State of Vermont, Orleans County, ss. At Barton this 16th day of July A. D. 1969 Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. BEFORE ME, /s/ Mamie H. Joseph Notary Public. Received on record the 16th day of July A. D. 1969 at 11 o'clock 50 minutes A.M. Attest: Wanda S. Randall Town City Clerk.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the Town of Barton, Vermont. Attest: Town City Clerk.

1410

**What will within these presents shall Come,**

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor Administrator of the Goods, Chattels, and Estate of Marion G. Redfield late of Barton, in the County of Orleans and State of Vermont, deceased, SEND GREETING: Whereas, the Honorable the Probate Court for the District of Orleans, holden at the Probate Office in Newport City, in said District, on the 8th day of October A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of securing money with which to pay debts and expenses of administration.

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold part of the same real estate, to Carl F. Larose, of Barton, in the County of Orleans and State of Vermont for the sum of One dollar and other valuable considerations.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge I do by these presents, grant, bargain, sell, convey and confirm unto the said Carl F. Larose, and his heirs and assigns, the following described land in Barton, in the County of Orleans and State of Vermont, described as follows, viz:

It being a portion of the land and premises in Barton, of which Marion G. Redfield died, seized and possessed. The land and premises hereby conveyed consist of a home, barn and outbuildings bounded westerly by the O'Shea property, northerly by the roadway leading to the O'Shea home, easterly by the roadway leading to said Marion G. Redfield residence and southerly by Vermont Route 16, the whole consisting of between three and four acres of land, with said buildings. Said license to sell is recorded in Book 55, Page 166 of Barton Land Records. Reference is hereby made to said license to sell and to Barton Land Records for further and more complete description of the land, premises and property hereby conveyed.

being part of the real estate whereof the said Marion G. Redfield died seized and possessed in said Town of Barton

To Have and to Hold the said premises, with all the privileges and appurtenances thereof, to the said Carl F. Larose, and his heirs and assigns forever, to him and his own use. And I, Lee E. Emerson, Executor Administrator do covenant with the said Carl F. Larose, and his heirs and assigns, that the said Marion G. Redfield died seized of the granted premises, that I am duly authorized by the Court, aforesaid, to convey the same to the said Carl F. Larose in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield, Executor, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 15th day of July, A. D. 1969.

IN PRESENCE OF  
John C. St. Onge  
Chauncey H. Smith

Lee E. Emerson IS  
Executor, Marion G. Redfield Estate

State of Vermont, Orleans County, ss. At Barton this 15th day of July, A. D. 1969. Lee E. Emerson, Executor of Marion G. Redfield Estate personally appeared and acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed. BEFORE ME, John C. St. Onge, Notary Public. Received on record the 3rd day of July, A. D. 1969, at 4 o'clock 25 minutes P.M. Attest: [Signature] Town City Clerk.

I hereby certify that United States Internal Revenue Documentary Stamp(s) to the amount of \$1.00 were affixed to the foregoing instrument and were duly cancelled. Attest: [Signature] Town City Clerk.

1177

**TO ALL TO WHOM THESE PRESENTS SHALL COME,**

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor of the last will and testament of the late Marion G. Redfield, late of Barton, in the County of Orleans and State of Vermont, deceased, SEND GREETING: Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof, holden at the Probate Office in Newport City, in said District, on the 8th day of October, A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of being necessary to procure money with which to pay debts and expenses of administration

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold a portion of the same real estate, to Robert H. Forty and Ona B. Forty, husband and wife, of Barton, in the County of Orleans and State of Vermont for the sum of One Dollar and other valuable considerations.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of \$ One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge, I do by these presents, grant, bargain, sell, convey and confirm unto the said Robert H. Forty and Ona B. Forty, and their heirs and assigns, the following described land in Barton, in the County of Orleans and State of Vermont, described as follows, viz:

It being a portion of the home premises of the late Marion G. Redfield, bounded and described as follows: Commencing at an iron pipe representing the northeasterly corner of the land and premises conveyed by Marion G. Redfield, June 22, 1956, the deed recorded in Book 50, Page 147 of Barton Land Records; thence north 10 degrees 0' west along the Milne line so-called mentioned therein 233.8 feet to an iron pipe driven into the ground; thence south 80 degrees 0' west 108.6 feet to a hydrant and thence continuing on said course 15 feet more to the center of Forty Street, so-called; thence in a southerly direction along the center of Forty Street 233.8 feet to a point therein marking a northwesterly corner of the premises described in Book 50, Page 147; thence along the Forty northerly boundary line North 80 degrees 0' east 135.0 feet to the point of beginning, the same being 0.89 acres, more or less. There is hereby reserved from the force and effect of this deed, for use in common for street purposes, a right of way 16 1/2 feet wide off the westerly side of said lot herein conveyed and there is hereby granted to the grantees herein, a right of way in common for street purposes 16 1/2 feet wide off the westerly side of the conveyed premises.

Being a portion of the same land and premises in Barton, described in a certain License to Sell, issued the grantor by the Probate Court for the District of Orleans, October 3, 1968 and recorded in Book 55, Page 166 of Barton Land Records. Reference is hereby made to the above mentioned deed, to said License to Sell and to Barton Land Records for further and more complete description of the land and premises hereby conveyed, being a portion of the real estate whereof the said Marion G. Redfield died seized and possessed in said Town of Barton.

To Have and to Hold the said premises, with all the privileges and appurtenances thereof, to the said Robert H. Forty and Ona B. Forty, and their heirs and assigns forever, to them and their own use. And I, the said Lee E. Emerson, Executor of the last will and testament of the said Marion G. Redfield, died seized of the granted premises, that I am duly authorized by the Court, aforesaid, to convey the same to the said Robert H. Forty and Ona B. Forty in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid; that I will, and my heirs, executors and assigns shall warrant and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield, or me, the said Lee E. Emerson, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 16th day of July A. D. 1969.

IN PRESENCE OF

/s/ Mamie H. Joseph } Lee E. Emerson L.S.  
/s/ Wanda S. Randall } Executor, Marion G. Redfield Estate

State of Vermont,

ORLEANS County, ss. At Barton this 16th day of July A. D. 1969

Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

BEFORE ME, /s/ Mamie H. Joseph Notary Public. Received on record the 17th day of July A. D. 1969 at 2 o'clock 45 minutes A. M. Attest: [Signature] Town Clerk.

If hereby certified that United States Internal Revenue Documents/Statements to the amount of \$111,111.11 were added to the foregoing instrument and thereon collected. Attest: [Signature] Town City Clerk.

Gifts to whom these presents shall Come,

I, Patricia Center Leach, County of Orleans and State of Vermont, Administrator of the Goods, Chattels, and Estate of Marion G. Redfield late of Barton in the County of Barton and State of Vermont, deceased, SEND GREETING: Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof, holden at the Probate Office in Newport City, in said District, on the 8th day of October A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of being necessary to procure money with which to pay debts and expenses of administration.

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold a portion of the same real estate, to Patricia Center Leach, of Barton, in the County of Orleans and State of Vermont, for the sum of One dollar and other valuable considerations Dollars.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of \$1.00 and other valuable considerations, the receipt whereof I do hereby acknowledge I do by these presents, grant, bargain, sell, convey and confirm unto the said Patricia Center Leach, and her heirs and assigns, the following described land in Barton, in the County of Orleans and State of Vermont described as follows, viz:

It being a portion of the home premises of the late Marion G. Redfield in Barton. The land and premises hereby conveyed are more fully and particularly set forth, bounded and described as follows: Commencing at an iron pipe driven into the northerly edge of the roadway passing between the premises of the grantee and the premises of one Manning, said iron pipe being the southwesterly corner of the grantee's premises conveyed her by Marion G. Redfield, November 13, 1962 and recorded in Book 51, Page 273 of Barton Land Records; thence North ten degrees west along said grantee's westerly boundary line as defined in Book 51, Page 273 to an iron pipe constituting the northwesterly corner thereof and thence continuing the same course in a straight line for a total distance of approximately 539.8 feet to an iron pipe driven into the edge of a stone wall; thence at an acute angle in a southwesterly direction following the course of said stone wall approximately 167 feet to a certain other iron pipe driven into the ground at said stone wall, this last mentioned iron pipe representing the northeasterly corner of certain land and premises conveyed by the grantor to one Waldron and wife, May 31, 1969 and recorded in Book 55, Page 252 of Barton Land Records; thence at an oblique angle south 10 degrees east along the Waldron easterly boundary line 444.3 feet to an iron pipe driven into the northerly edge of said roadway representing the southwesterly corner of the premises hereby conveyed and the southeasterly corner of said Waldron premises; thence along said roadway approximately 131 feet to the point of beginning.

There is also included herein the right to the use of the roadway immediately south of the conveyed premises in common with others and such right of passage by others is hereby accepted and reserved and is subject to the right on the part of Barton Village to acquire, construct and maintain the said roadway hereafter for the purpose without cost of acquisition if it is desired.

Being a portion of the same land and premises in Barton, described in a certain License to Sell, issued the grantor by the Probate Court for the District of Orleans, October 8, 1968 and recorded in Book 55, Page 166 of Barton Land Records.

Reference is hereby made to the above mentioned deed, to said License to Sell and to Barton Land Records for further and more complete description of the land and premises hereby conveyed.

Marion G. Redfield died seized of the granted premises, that I am duly authorized by the Court, aforesaid, to convey the same to the said Patricia Center Leach in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend said premises against all persons claiming the same, by, from or under the said Marion G. Redfield or the said administrators, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 11th day of September A. D. 1969.

IN PRESENCE OF /s/ Marnie H. Joseph /s/ Lee E. Emerson L.S. /s/ William Ralph May Witnesses Executor, Marion G. Redfield Estate

State of Vermont, ORLEANS County, ss. At Barton this 11th day of September A. D. 1969. Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed. BEFORE ME, /s/ Marnie H. Joseph Notary Public. Received on record the 11th day of September A. D. 1969 at 2 o'clock 20 minutes P.M. Attest: [Signature] Town City Clerk.

This document has been filed with the United States Internal Revenue Documentary Stamp to the amount of \$1,111.11 and the same has been cancelled. Attest: [Signature] Town City Clerk.

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor  
Appointee of the Goods, Chattels, and Estate of Marion G. Redfield, late of Barton  
in the County of Orleans and State of Vermont, deceased, SEND GREETING:  
Whereas, the Honorable the Probate Court for the District of Orleans, at a session thereof,  
holden at the Probate Office in Newport City, in said District, on the 8th day of October  
A. D. 1968, on due application in writing, for that purpose, which said application having been duly published according to law, did  
license and authorize me to sell at public auction or private sale, all  
of the real estate of said deceased, for the purpose of  
being necessary to procure money with which to pay debts and expenses of administration.

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license  
aforesaid, I have sold a portion

of the same real estate, to Harriet A. Manning  
of Barton, in the County of Orleans and State  
of Vermont for the sum of One dollar and other valuable considerations.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said  
sum of \$ One dollar and other valuable considerations, the receipt whereof, I do hereby acknowledge  
I do by these presents, grant, bargain, sell, convey and confirm unto the said Harriet A. Manning, and her  
heirs or assigns, the following described land in Barton

in the County of Orleans and State of Vermont described as follows, viz:  
It being a portion of the home premises of the late Marion G. Redfield in Barton. The land and  
premises hereby conveyed are more particularly bounded and described, as follows:  
Commencing at an iron pipe driven into the ground representing the southeasterly corner of the  
land and premises conveyed by Marion G. Redfield to Jay D. Wark and Louise Wark, June 25, 1964  
and recorded in Book 51, Page 458 of Barton Land Records, presently owned by Woodrow Harper and  
wife, said iron pipe being driven into the northerly edge of the roadway in front and southerly  
of said Harper premises; thence North 10 degrees West in a straight line 316.8 feet along the Harper  
easterly boundary line to an iron pipe driven into the ground, representing the northeasterly corner  
of said Harper premises and the northwesterly corner of the conveyed premises; thence at an approxi-  
mate right angle in an easterly direction in a straight line 137.5 feet to an iron pipe driven into  
the ground; thence at an approximate right angle South 10 degrees East approximately 316.8 feet  
to a point which is North 10 degrees West in a straight line 26 feet from an iron pipe driven into  
the ground, painted red, representing the northeasterly corner of the premises conveyed the grantee  
by Lee E. Emerson, Attorney-in-Fact for Marion G. Redfield, June 6, 1968 and recorded in Book 55,  
Page 71 of Barton Land Records; thence westerly along the northerly side of said roadway following  
the course thereof, approximately 137.5 feet to the point of beginning.

There is hereby granted the right to use the 26 foot roadway between the premises hereby conveyed  
and the grantee's premises, in common with others and there is further hereby excepted and reserved  
the right on the part of Barton Village to acquire, construct and maintain said roadway hereafter  
for street purposes, without cost of acquisition to it if it so desires hereafter.

Being a portion of the same land and premises in Barton, described in a certain License to  
Sell, issued the grantor by the Probate Court for the District of Orleans, October 8, 1968 and  
recorded in Book 55, Page 166 of Barton Land Records.

Reference is hereby made to the above mentioned deed, to said License to Sell and to  
Barton Land Records for further and more complete description of the land and premises hereby  
conveyed.

covenant with the said Harriet A. Manning, and her heirs or assigns, that the said  
Marion G. Redfield died seized of the granted premises, that I am duly authorized by the  
Court, aforesaid, to convey the same to the said Harriet A. Manning  
in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the  
sale aforesaid; that I will, and my heirs, executors and administrators shall warrant  
and defend said premises against all persons claiming the same by, from or under the said Marion G. Redfield  
or his heirs or assigns, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 27th day of September A. D. 1969

IN PRESENCE OF

/s/ Mamie H. Joseph  
William Ralph May /s/  
Witnesses

/s/ Lee E. Emerson L.S.  
Lee E. Emerson, Executor Marion G. Redfield Estate

State of Vermont,

At Barton this 27th day of  
September A. D. 1969

Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally  
appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

BEFORE ME, /s/ Mamie H. Joseph Notary Public.

Received on record the 29th day of September A. D. 1969 at 10 o'clock 30 minutes A.M.

Attest: Paula J. Hardell Town  
Clerk.

I hereby certify that Official Status (Notary) Required. Do not write. Stamp in the right hand margin. Notary Public for the State of Vermont.

Attest: Paula J. Hardell  
1770

# To All to whom these Presents shall Come,

I, Marion C. Redfield, Administrator of the Goods, Chattels, and Estate of Marion C. Redfield, late of Barton, in the County of Coleman and State of Vermont, deceased, SEND GREETING:

Whereas, the Honorable the Probate Court for the District of Coleman, at a session thereof, holden at the Probate Office in Winooski, in said District, on the 28th day of October, A. D. 1960, on due application in writing, for that purpose, which said application having been duly published according to law, did license and authorize me to sell at public auction or private sale, all of the real estate of said deceased, for the purpose of being necessary to procure money with which to pay debts and the expenses of administration.

And, Whereas, having previously taken the oath required by law, and fulfilled all the requisitions of the statute, and of the license aforesaid, I have sold all

of the same real estate, to Lee E. Dawson, of Barton, in the County of Coleman and State of Vermont for the sum of One dollar and other valuable considerations Dollars.

Now Know Ye, That, pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of One dollar and other valuable considerations, the receipt whereof I do hereby acknowledge I do by these presents, grant, bargain, sell, convey and confirm unto the said Woodrow J. Henson and Rose M. Henson, Michael Redfield, and their heirs and assigns, the following described land in Barton, in the County of Coleman and State of Vermont described as follows, viz:

It being a portion of the home premises of the late Marion C. Redfield in said Barton. The land and premises hereby conveyed are more fully and particularly bounded and described as follows: Commencing at a point in the center line of a proposed street represented by an iron pipe driven into the ground, said iron pipe being the northwesterly corner of certain land and premises conveyed the grantees by J. D. Mark and Louise Mark, August 14, 1949, the deed thereof being recorded in Book 55, Page 302 of Barton Land Records; thence north 10 degrees west, a distance of 227 feet to an iron pipe driven into the edge of a stone wall; thence north-easterly along said stone wall 182 feet to an iron pipe driven into the edge of said stone wall; thence at an acute angle in a southerly direction in a straight line 435 feet to an iron pipe driven into the ground representing the northeasterly corner of the land and premises described in Book 55, Page 302; thence at an approximate right angle in a westerly direction along the northerly boundary line of the premises described in Book 55, Page 302, 127.25 feet to the point of beginning. There is granted to the grantees herein a right of way over a strip of land 14 feet in width westerly of the center line of said proposed street and there is reserved from the force and effect of this deed a right of way 16 feet in width easterly of the center line of said proposed street 221 feet in width in common with others as a roadway, said proposed roadway being on the westerly side of the conveyed premises, with 11 feet thereon on the conveyed premises and 10 feet thereon on other premises of the grantor adjacent the westerly of the conveyed premises and extending back along the center line of said stone wall.

Being a portion of the same land and premises in Barton, described in a certain license to sell by the Probate Court for the District of Coleman, October 2, 1948 and recorded in Book 55, Page 166 of Barton Land Records.

Reference is hereby made to the above mentioned deed and license to sell and to Barton Land Records for further and more complete description of the land and premises hereby conveyed.

Court, aforesaid, to convey the same to the said Lee E. Dawson in manner and form aforesaid, that I have in all things observed the direction of the law, and the license aforesaid, in the sale aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend said premises against all persons claiming the same, by, from or under the said Marion C. Redfield or me the said administrator, but against no other person.

In Witness Whereof, I hereunto set my hand and seal this 28th day of September, A. D. 1960.

IN PRESENCE OF  
Marie H. Joseph  
William Ralph May  
Witnesses  
Lee E. Dawson  
Executor, Marion C. Redfield Estate

State of Vermont,  
COLEMAN County, ss. } At Barton this 28th day of September, A. D. 1960  
Lee E. Dawson, Executor, Marion C. Redfield Estate personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.  
BEFORE ME, Marie H. Joseph Notary Public.  
Received on record the 28th day of September, A. D. 1960 at 1 o'clock 15 minutes 2 P. M.  
Attest: \_\_\_\_\_  
Town Clerk

I hereby certify that United States Internal Revenue Documentary Stamps to the amount of \$..... were affixed to the foregoing instrument and were duly canceled.  
Attest: \_\_\_\_\_  
Town Clerk

EXECUTOR'S DEED

LEE E. EMERSON, EXECUTOR OF MARION G. REDFIELD ESTATE

Prop. Trans. Ret.

No. 151817

Dated: 10/30/69

TO:

STEVEN S. BROWN AND ISABELLE C. BROWN

TO ALL TO WHOME THESE PRESENTS SHALL COME, I, Lee E. Emerson of Barton, County of Orleans and State of Vermont, Executor, of the Goods, Chattels and Estate of Marion G. Redfield, late of Barton in the County of Orleans and State of Vermont, deceased, SEND GREETING: WHEREAS, the Honorable the Probate Court for the District of Orleans at a session thereof, holden at the Probate Office in Newport City in said District, on the 8th day of October A.D. 1968 on due application in writing, for that purpose, which said application having been duly published according to law did license and authorize me to sell at public auction or private sale all of the real estate of said deceased ward, for the purpose of being necessary to secure money with which to pay debts and expenses of administration.

AND WHEREAS, having previously taken the oath required by law, and fulfilled all the requisitions of the Statute, and of the license aforesaid, I have sold part of the same real estate to Steven S. Brown and Isabelle C. Brown, Husband and Wife, of Barton, in the County of Orleans and State of Vermont for the sum of One dollar and other valuable considerations.

NOW KNOW YE, That pursuant to the license and authority aforesaid, and not otherwise, and in consideration of the said sum of One dollar and other valuable considerations, the receipt whereof, I do hereby acknowledge, do by these presents, Grant, Bargain, Sell, Convey and Confirm unto the said Steven S. Brown and Isabelle C. Brown, and their heirs, administrators or assigns, the following described Land in Barton in the County of Orleans and State of Vermont described as follows, viz: It being a portion of the home premises of the late Marion G. Redfield in Barton, Vermont.

The land and premises hereby conveyed are more fully and particularly bounded and described, as follows:

PARCEL 1 - Commencing at an iron pipe driven into the northerly edge of the main hard surfaced public highway leading from Barton Village to Willoughby Lake, said iron pipe representing a south-easterly corner of the land and premises of Harriet Manning bordering thereon; thence North 10 degrees West along the Manning line a total distance of approximately 862.3 feet to an iron pipe painted red driven into the ground representing the northeasterly corner of the land and premises conveyed by the grantor to said Harriet Manning, September 27, 1969 and recorded in Book 55, Page 325 of Barton Land Records; thence in a westerly direction along the northerly boundary line of said Manning premises 137.5 feet to an iron pipe painted red driven into the ground representing the south-easterly corner of the land and premises conveyed by the grantor to Woodrow J. Harper and Rose M. Harper, September 8, 1969 and recorded in Book 55, Page 326 of Barton Land Records; thence North 10 degrees West 435 feet along said Harper easterly boundary line to an iron pipe painted red driven into the ground adjacent to the stone wall, said iron pipe representing a northeasterly corner of said Harper premises; thence along said stone wall and a wire fence continuing the same in a north-easterly direction a total distance of approximately 517 feet to the point of its intersection with the easterly boundary line of the conveyed premises, the point of intersection being 9 feet six inches southwesterly from a large maple tree 3 feet through on the stump and just southerly of a 3 inch brown ash tree blazed on the side toward said intersection; thence at an interior acute angle in a southerly direction following a red spotted line a part of the way and a part of the way a woven wire fence and then the rest of the way following the center of the new highway constructed to the Areal Home to an iron pipe driven into the ground representing a northeasterly corner of the Ernest Rock premises; thence in a westerly direction along the northerly boundary line of the Ernest Rock premises 208.8 feet to an iron pipe driven into the ground; thence at an approximate right angle in a southerly direction in a straight line along the Rock westerly boundary line 208.1 feet to an iron pipe driven into the northerly edge of said public highway; thence along said public highway in a westerly direction 101.6 feet to the point of beginning, the southerly extremities of the westerly and easterly boundary lines of the conveyed premises touching on said public highway to be elongated southerly to the center line thereof.

There is excepted and reserved from the force and effect of this conveyance of Parcel 1, a right on the part of Barton Village to construct and maintain a public highway or street in a straight line easterly from where it now ends at the easterly side of the Manning premises, to be of uniform width with the roadway presently passing between the Manning premises and the Mark or Harper premises, and extending to the easterly side of the conveyed premises.

PARCEL 2 - Commencing at the middle iron pipe driven into the ground representing the north-easterly corner of the land and premises conveyed by Marion G. Redfield to Patricia Center Leach, November 13, 1962 and recorded in Book 51, Page 273 of Barton Land Records; thence North 10 degrees West, along the Harper westerly boundary line approximately 327 feet to an iron pipe driven into the edge of the aforementioned stone wall; thence along said stone wall in a southwesterly direction 166.5 feet to an iron pipe driven into the ground representing a northeasterly corner of certain land and premises conveyed by the grantor to Patricia Center Leach about September 12, 1969, the deed thereof being of record in Barton Land Records; thence at an oblique angle in a southerly direction following the Leach easterly boundary line 223 feet to an iron pipe driven into the ground; thence at an approximate right angle in an easterly direction along the northerly boundary of the Leach premises conveyed said Leach November 13, 1962 and recorded in Book 51, Page 273 of Barton Land Records, 137.5 feet to the point of beginning.

There is hereby expressly excepted and reserved a right of way 16 feet in width along the easterly boundary line of Parcel 2, northerly to said stone wall, a like reservation of the right of way 16 feet in width having been reserved across said Harper premises to said stone wall, said right of way of a total width of 32 feet to provide access to the Stiles Sugar Place so-called.

Being a portion of the land and premises in Barton described in the License to Sell, issued the grantor by the Probate Court for the District of Orleans and of record in Barton Land Records.

Being Ten (10) acres of land, more or less.

Reference is hereby made to the above mentioned deeds and license to sell, to the references and description therein contained and to Barton Land Records for further and more complete description of the land and premises hereby conveyed.

being part of the real estate whereof the said Marion G. Redfield died seized and possessed in the said Town of Barton.

TO HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereof, to the said Steven S. Brown and Isabelle C. Brown, and their heirs, administrators or assigns forever, to them and their own use. And I, the said Lee E. Emerson, Executor do covenant with the said Steven S. Brown and Isabelle C. Brown and their heirs, administrators or assigns, that the said Marion G. Redfield died seized of the granted premises, that I am duly authorized by the Court aforesaid, to convey the same to the said Steven S. Brown and Isabelle C. Brown, Husband and Wife, as tenants by the entirety, with right of survivorship in manner and form aforesaid, that I have in

all things observed the direction of the law, and the license aforesaid in the sale aforesaid; that I will, and my heirs, executors and assigns, administrators shall WARRANT AND DEFEND said premises against all persons claiming the same, by, from or under the said Marion G. Redfield or me the said Executor, but against no other person.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 28th day of October A.D. 1969

IN PRESENCE OF

/s/ William Ralph May  
/s/ Mamie H. Joseph  
Witnesses

/s/ Lee E. Emerson L.S.  
Lee E. Emerson, Executor of  
Marion G. Redfield Estate

STATE OF VERMONT )  
                          ) SS. At Barton this 28th day of October A.D. 1969  
ORLEANS COUNTY )

Lee E. Emerson, Executor of the Estate of Marion G. Redfield personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me /s/ William Ralph May  
Notary Public

BARTON TOWN CLERK'S OFFICE - October 30 A.D. 1969 at 10 o'clock 30 Minutes A.M.  
Received the instrument of which the foregoing is a true record.

Attest: *Paula Houlton*  
Town Clerk

July 21, 1964

The regular meeting was held starting at 7:45 P.M. with all members present.

Village Department:

Marion Redfield, Martin and Patricia Leach, Harriet Manning and Hilda Ray were in to discuss the problems of Redfield Acres and principally the so-called cross street. After a lengthy discussion it was agreed by all parties involved to sign an agreement giving the village the right to lay the water and sewer pipes on the south side of the street and also Miss Redfield agreed to deed the Village all existing streets under her control in the area so that future problems involving the Village can be solved without trouble and numerous consultations.

The Board voted to extend the sewer and water on the cross street as far as Harriet Manning's and also to cross the street heading north with both water and sewer so that if someone did build in that area next year, the lines would already be across the proposed road.

Also voted three loads of gravel for road that lies east of the Leach residence.

The Board also voted to purchase from Martin Leach at the price of \$154.00 the sewer line he laid from the main line to his connecting point south of the cross street. The details pertaining to this matter were left in the hands of E. L. Miller.

The possibility of having a full-time man at the dump was discussed and no decision was made.

Pageant Park was discussed as well as a letter read from a Mr. Salvador of Barre, Vt. criticizing our park operation.

The long existing insurance problem was again discussed and final decision not to be made until Ken Swift is able to gather from Agent Hilda Ray more information needed to clarify a few points.

Electric Department:

No specific problems at the moment. Ernest Miller reported that his job on the pipes at the plant was nearly complete, and also that the Olson Company were starting their job.

*[Faint handwritten notes and signatures on the left side of the page]*

Ed Brown  
John C. [Signature]  
Ernest S. Miller  
 Trustees

July 28, 1964

The regular meeting was held with all board members present.

Village Department:

It was voted to put up stop signs at both ends of Park Street.

Hilda Ray was in to discuss the insurance problem. Voted to hold final decision until needed information was produced by Agent Ray.

Ken Swift reported that he had sold the Shadow Lake water rights to the Town of Glover for \$300.00.

Arnold Uttin was in to discuss Pageant Park and presented a 19 point program for study by the Board, which was tabled until a later meeting.

Trustees Meeting - August 16, 1983

Kenneth Elliott John Brown

1. John will see Bick about Redfield acres and Crystal Lake Road. Bick will do our work on Glover Street. John will see Harvey Lyon on dumping the material from Glover St.
2. Be sure all Glover St. sewer hook ups are done before road work is done and black topped.
3. A vote will be taken on August 30 on the fluoridation of the village water.
4. Meals program requests the use of Memorial Building for 2 days a week for the meals program. A decision will be made next week.
5. Office will be closed on Friday p.m. 19th August.
6. No quarter shall be split for sewer and water billing purposes. No prorating of costs - you are paying for what has been used or deposited in the system.
7. Have Steve go ahead and order the piping he needs from Sanitaire at the 90% state and Federal Funding figure. Go ahead with plans to drain lagoon and replace piping

Trustee Meeting - August 23, 1983

Kenneth Elliott - John Brown - Philip LaFontaine

1. John will call Mrs. Cote and set up a meeting with Agency of Aging for meals program.
2. Report on Road - Glover Street. Draught is available
3. Sign letter on Sanitaire
4. How about a pump through E.P.A. like Orleans did?
5. Twenty year plan will be reviewed with Public Service Thursday 9:00 a.m.. Red White and Jack Parry will go with John.
6. Street light is still on 24 hours per day at Pageant Park
7. Report on breakin