

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I, ANDREW STEWART, of Hartford, in the County of Windsor and State of Vermont, Grantor, in the consideration of ONE DOLLAR and other valuable consideration, paid to my full satisfaction by ANDREW STEWART, AS TRUSTEE OF THE ANDREW STEWART TRUST, dated February 21, 2017, as may subsequently be amended and/or amended and restated, of Hartford, in the County of Windsor and State of Vermont, Grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, ANDREW STEWART AS TRUSTEE OF THE ANDREW STEWART TRUST, and his successors and assigns forever, a certain parcel of land located in the Town of Hartland, in the County of Windsor and State of Vermont, described as follows, viz:

Being all and the same land conveyed to Andrew Stewart by Warranty Deed of Beverly F. Garnet, dated August 2, 1994, and recorded in Book 96, Page 260 of the Hartland Land Records, and more particularly described therein as follows:

"The property which is specifically being conveyed is a parcel designated as "Parcel 4" consisting of 22.47 acres all as more particularly described and depicted on a certain survey drawn by Robert W. Farnsworth doing business as Farnsworth Surveys entitled "Land surveyed for Garnett, Hartland-Vermont" dated October 31, 1990 with the latest revision date of October 6, 1992 in which survey is recorded in Map Book 8 at Page 11 of the Hartland Land Records.

"This property is conveyed subject to an easement for the passage over the property from the top of "Breeze Hill" to Weed Road for horseback riders and hikers and which easement shall run along the existing trail along the north side of the property. Should the Grantee choose to move the easement-trail area he may do so as long as an equally suitable easement-trail is provided."

Subject to an option to purchase granted to Kelly Ferguson and Sanford Ferguson and more specifically described in the Warranty Deed of Andrew Stewart to Kelly Ferguson and Sanford Ferguson dated September 4, 2015 and recorded in Book 197, Page 130 of the Hartland Land Records. Said option expires on September 8, 2017 at 5pm.

Subject to a restriction for the benefit of Kelly Ferguson and Sanford Ferguson and their heirs and assigns that said property may be subdivided once into two tracts but no more and that each tract shall be used only for a single family residential home site and accompanying guest house.

Subject to a 75 foot wide "buffer zone" easement along the boundary of land of Kelly Ferguson and Sanford Ferguson. Said easement shall prohibit the construction of improvements, the cutting of trees, and the clearing of undergrowth in the buffer zone without prior written consent of Kelly Ferguson and Sanford Ferguson or their heirs and assigns. The easement shall permit the maintenance of the access roadway and the riding/hiking trail which currently traverses the area.

Subject to all easements, covenants, restrictions and encumbrances of record, if any, except for such encumbrances which are otherwise barred by law.

Subject to all undischarged mortgages conveyed by the Grantors prior hereto, if any, except for such mortgages which are otherwise barred by law.

This is not the homestead property of the Grantors.

This deed was prepared from information provided by the Grantors herein and no independent title examination was conducted.

TO HAVE AND TO HOLD said granted premises, together with all the privileges and appurtenances hereof, to the said Grantee, ANDREW STEWART AS TRUSTEE OF THE ANDREW STEWART TRUST, and his successors and assigns, to his own use and behoof forever. And I the said Grantor, ANDREW STEWART, for myself and my heirs, executors and administrators, do covenant with the said Grantee, ANDREW STEWART AS TRUSTEE OF THE ANDREW STEWART TRUST, and his successors 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 the manner aforesaid, and that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid. And I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS, I hereunto set my hand and seal this 21<sup>th</sup> day of February, 2017.

*Andrew Stewart*  
Andrew Stewart

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON, ss

At Hanover, this 21<sup>th</sup> day of February, 2017, personally appeared Andrew Stewart, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me, *Eunice Lee*  
Notary Public/Justice of the Peace  
My commission expires: *8/26/2020*



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

-ACKNOWLEDGMENT-

RETURNED RECEIVED

(INCLUDING CERTIFICATES AND, IF REQUIRED, ACT 250  
DISCLOSURE STATEMENT)

ATTEST: *Clyde A. Jenne* CLERK

DATE: *March 2, 2017*