

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Bristol Recreation Club, Inc.**, a Vermont Corporation of Bristol, in the County of Addison, and State of Vermont, Grantor, in the consideration of **TEN AND MORE DOLLARS** paid to its full satisfaction by the **Town of Bristol**, a Vermont Municipality, Grantee, by these presents, does freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **Town of Bristol**, and its successors and assigns forever, a certain piece of land in Bristol, County of Addison and the State of Vermont, described as follows, viz:

A parcel of land located easterly and northerly of Town Road 32, also known as Airport Drive, so-called, in the (former) Village of Bristol and depicted on a survey entitled "A Map of Property of BRISTOL RECREATION CLUB, INC., Bristol, Vermont" drawn by Kenneth G. Weston, dated December, 1969 as revised August 24, 2001, and to be recorded in the Map Records of the Bristol Town Clerk's office, and being further described as follows:

Beginning at a point set in the westerly line of lands of the Grantor herein, said point located 220.0 feet, more or less, southerly of a metal rod set on a bearing of S 04° 59' E, said metal rod marking the northwesterly corner of lands retained by the Grantor herein, the Bristol Recreation Club, Inc. (hereinafter referred to as the "Club"); said point of beginning marks the northwesterly corner of the parcel described and conveyed hereby; thence,

Proceeding on a bearing of S 85° 01' E, along the northerly line of the parcel described and conveyed hereby and a southerly line of lands retained by the Club, a distance of 160.0 feet, more or less, to a point, said point marking the northeasterly corner of the parcel described and conveyed hereby; thence,

Turning to the right and proceeding on a bearing of S 04° 59' W, along the easterly line of the parcel described and conveyed hereby and a westerly line of the parcel retained by the Club, a distance of 260.0 feet, more or less, to a point, said point marking the southeasterly corner of the parcel described and conveyed hereby; thence,

Turning to the right and proceeding on a bearing of N 85° 01' W, along the southerly line of the parcel described and conveyed hereby and a northerly line of lands of the Club, marked in part by an existing driveway, a distance of 160.0 feet, more or less, to a point lying in the westerly edge of the lands retained by the Club; thence,

Turning to the right and proceeding on a bearing of N 04° 59' E, along the westerly line of the parcel described and conveyed hereby, a distance of 260.0 feet to the point and place of beginning.

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Containing 0.955 acres, more or less.

Also conveyed are easements and rights of way for ingress, egress, access, and the placement of utilities, to be used in common with the Club, its successors and assigns, in and across portions of remaining lands of the Club, and more particularly described as follows and depicted on the above-referenced survey:

1. A 50 foot wide easement that runs in a generally east-west direction along the southerly line of the herein conveyed parcel, from the westerly bounds of the Club's lands a distance of 185 feet.
2. A 25 foot wide easement extending northerly along the easterly line of the herein conveyed parcel from the above-described 50 foot easement, for a distance of 260 feet to the northeasterly corner of the parcel conveyed hereby.

Also conveyed is an easement for water and electricity, extending from present facilities of the Club, to and from the parcel conveyed hereby.

Being a portion of the same lands and premises conveyed to the Club by the following two deeds:

1. Warranty Deed of Spencer D. Lawrence, dated September 20, 1922 and recorded in Volume 26 at Page 275 of the Bristol Land Records.
2. Warranty Deed of the Grantee herein, the Town of Bristol, dated December 15, 1956 and recorded in Volume 35 at Page 490 of the Bristol Land Records.

The above-described easements are subject to any and all improvements, including but not limited to, existing and planned utilities, and to buildings and structures that may presently exist.

Subject to easements, rights of way and restrictive covenants of record and governmental permits as of the date hereof, including but not limited to State of Vermont Deferral of Permit No. DE-9-1412, dated October 2, 2001 and recorded in Volume 99 at Page 10 of the Bristol Land Records, provided, however, that encumbrances otherwise extinguished by the operation of law, including the Vermont Marketable Record Title Act, are not hereby revived.

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

The parcel described and conveyed hereby is subject to the following covenants and conditions:

1. This conveyance is made solely for the purposes of recreational use as defined in the Articles of Association of said Bristol Recreation Club, Inc. as recorded in Volume 25 at Page 620 of Bristol Land Records. Any uses of this conveyed parcel that are not compatible with said Articles shall cause the title to said parcel to revert to the Bristol Recreation Club, its successors or assigns.

139

2. The Club retains for itself, its successors and assigns, the option to re-purchase the lands and premises described in said deed for the amount of \$1.00, in the event that certain Land and Water Conservation Grants which are presently being applied for through the State of Vermont (Agency of Natural Resources) are not approved or obtained.
3. That the Town of Bristol grant or lease to the Club the right to maintain, operate and utilize the lands and premises herein conveyed, as well as any future improvements thereon. This lease shall include the following rights and licenses:
 - A. To raise, apply and expend any funds above and beyond any moneys raised and expended by said Town for uses of said parcel and improvements, including purchase of materials and supplies, and for construction, maintenance and operation.
 - B. To utilize said parcel and the improvements thereon for suitable recreational purposes.
 - C. To utilize portions of the herein conveyed parcel for purposes of ingress, egress and utilities as an appurtenance to remaining lands of the herein Grantor.
 - D. Notwithstanding the intent and purpose of A, B and C above, nothing in this agreement prevents the Recreation Club from re-granting or releasing the terms or any portions thereof, of said A, B and C to said Town of Bristol.
4. The Grantee herein shall bear the expense of providing a new 2" water line connection and hydrant off the main line which is described in the Easement conveyed by said Recreation Club to said Town as recorded in Volume 81 at Page 394 of Bristol Land Records; except that said Club hereby agrees to pay the costs of materials required for said connection.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Town of Bristol**, and its successors and assigns, to their own use and behoof forever;

And the said Grantor, **Bristol Recreation Club, Inc.**, for itself and its successors and assigns, does covenant with the said Grantee, **Town of Bristol**, its successors and assigns, that until the ensembling of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid.

And it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor does hereunto set its seal this ____ day of October, 2001, by the hand of its president and trustees.

IN PRESENCE OF:

BRISTOL RECREATION CLUB, INC.

Joseph W. Devall
Witness

BY: [Signature]
Joel Bouvier, Trustee

BY: [Signature]
Kenneth G. Weston, Trustee

BY: [Signature]
Ronald L. LaRose, Trustee and Duly Authorized Agent

BY: [Signature]
James Hines, President and Duly Authorized Agent

State of Vermont
County of Addison

At Bristol, this 18 day of October, 2001, Joel Bouvier, Trustee, Kenneth G. Weston, Trustee, Ronald L. LaRose, Trustee and Duly Authorized Agent, and James Hines, President and Duly Authorized Agent, of the **Bristol Recreation Club, Inc.**, personally appeared and acknowledged the foregoing instrument, by them subscribed, to be their free act and deed and the free act and deed of the **Bristol Recreation Club, Inc.**

Before me: [Signature]
Notary Public

Commission expiration: 02-10-03

Vermont Property Transfer Tax 32 V.S.A. Chap. 231
— ACKNOWLEDGMENT —
Return Rec'd. - Tax Paid - Board of Health Cert. Rec'd.
Vt. Land Use & Development Plans Act Cert. Rec'd.

Bristol Town Clerk's Office
Rec'd for record Oct 19, 2001 A.M.
10 o'clock 00 minutes
Recorded in Book 99 Page 139-140
Attest Madeline Davis Town Clerk Ass't

Return No. 01-66
Signed Madeline Davis Clerk Ass't
Date October 19, 2001

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140