

to TOWN OF WEATHERSFIELD

KNOW ALL MEN BY THESE PRESENTS THAT I, CLARENCE H. MARTIN, joined by my wife, CELIA P. MARTIN, of Weathersfield, in the County of Windsor, and State of Vermont, Grantor, in the consideration of ONE DOLLAR and for divers other good considerations and more particularly for the convenience and encouragement of the inhabitants of the Town of Weathersfield, paid to my full satisfaction by the TOWN OF WEATHERSFIELD, VERMONT, a municipal Corporation organized and existing under the laws of the State of Vermont with its principal place of business at Weathersfield, 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, the TOWN OF WEATHERSFIELD, and its successors and assigns forever, a certain piece of land in Weathersfield in the County of Windsor, and State of Vermont, described as follows, viz:

Beginning at an iron pin set in the ground at the northwest corner of land of the Ascutney Union Church and the easterly side of U.S. Route #5; thence in an easterly direction along land of the Ascutney Union Church a distance of one hundred seventy four (174) feet, more or less, to an iron pin set in the ground; thence in a southerly direction along land of the Ascutney Union Church a distance of seventy four (74) feet, more or less, to land of Ethel Osmer and an iron pin set in the ground; thence in an easterly direction along land of Ethel Osmer a distance of one hundred three feet six inches (103.6), more or less, to other land of Martin and an iron pin set in the ground; thence in a northerly direction along land of Clarence Martin a distance of two hundred (200) feet, more or less, to other land of C.H. Martin and an iron pin set in the ground; thence in a westerly direction along land of Martin a distance of one hundred thirty three (133) feet, more or less, to an iron pin set in the ground; thence in a northerly direction along land of C.H. Martin a distance of twelve feet six inches (12.6), more or less, to an iron pin set in the ground; thence in a westerly direction along land of C.H. Martin a distance of one hundred sixty-four (164) feet, more or less, to the easterly side of U.S. Route #5; thence in a southerly direction along U.S. Route #5, a distance of sixty-nine (69) feet, more or less, to an iron pin set in the ground; land of Ascutney Union Church and the point of beginning.

twenty-one

TOGETHER, with a right-of-way/(21) feet in width, in common with the Grantor, his heirs and assigns, situated on the northerly side of the premises above conveyed, for the purpose of free access to the above conveyed premises by the general public. It is a condition of this instrument that the said right-of-way shall be maintained and repaired at all times, by the Town of Weathersfield, its successors and assigns.

RESERVING, to the Grantors his heirs and assigns a right-of-way over and along the above described twenty-one (21) feet right-of-way for the purpose of ingress and egress to other adjacent land owned by the Grantor.

It is a part of the consideration and an express condition of this instrument:

1. That the Grantee its successors and assigns shall not allow the building on these premises to be used for either public or private school.
2. That the contents of said building, or its furnishings shall at no time be loaned to any other persons or organizations.
3. That the common driveway mentioned above shall be plowed and maintained in good repair, by the Grantee, for and during the term of this instrument.
4. That the duly elected Selectmen of the Town of Weathersfield shall immediately after acceptance of this instrument and immediately after its annual Town Meeting, thereafter appoint three (3) residents

of the Town to a board which shall be called the "Trustees of the Martin Memorial Building" and it shall be the duty of this Board of Trustees to recommend to the Selectmen a standard of rules and regulations for the use and maintenance of the said Memorial Building ever being mindful of the restrictions and conditions which are contained within this instrument. The Selectmen to see that these rules and regulations are enforced.

5. It is the intentions of the Grantor, that title to the above described premises shall forever remain in the name of the Town of Weathersfield, and it is an express condition of this instrument that said title be never conveyed to any other corporation, organization or individual.

6. That the Grantee, its successors and assigns, will continuously maintain full and adequate insurance (fire, casualty, liability) on the premises and in case of loss shall forthwith apply any insurance proceeds to the restoration or repair of the property damaged.

7. That the Grantee, its successors or assigns, shall keep the present building and its contents in as good repair and condition as they are at the time of the execution of this instrument, and will permit no waste.

8. The Grantee, its successors and assigns, by the acceptance of this conveyance with its conditions and reservations therein stated hereby agree that should any of the terms or conditions be broken or should it omit to perform or observe any such conditions, then in that event the premises with all improvements shall revert back to the Grantor, or his estate, as if this conveyance had not been made.

Being part of the same land and premises as conveyed to Clarence H. Martin by Earl Fitch, joined by his wife, Doris C. Fitch, by his Warranty Deed, dated August 28, 1953, recorded in Volume 34, Page 46, of the Weathersfield Land Records, to which Deed and the Deeds and Records therein mentioned reference is hereby made.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the TOWN OF WEATHERSFIELD, its successors and assigns, to their own use and behoof forever; And I the said Grantor, CLARENCE H. MARTIN, joined by my wife, CELIA P. MARTIN, for myself and my heirs, executors and administrators, do covenant with the said Grantee, the TOWN OF WEATHERSFIELD, its 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 manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as above mentioned, and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as above mentioned.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 27th day of September A.D. 1962

IN PRESENCE OF

Delmer M. Kelley

Clarence H Martin Red Seal L.S.

Kenneth H. Robinson

Celia P. Martin Red Seal L.S.

STATE OF VERMONT
WINDSOR COUNTY SS

At Weathersfield this 27th day of
September A.D. 1962

Clarence H. Martin and Celia P. Martin personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

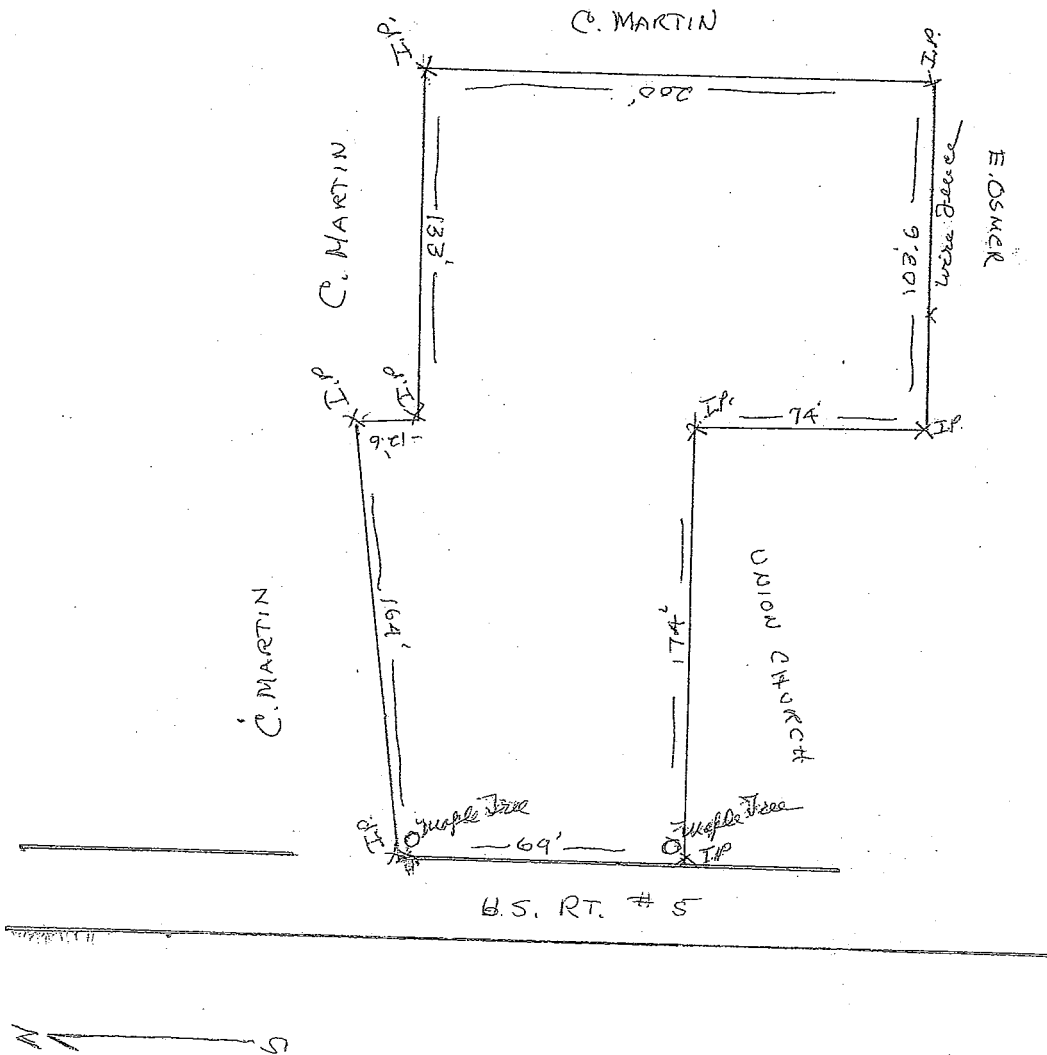
Before me, Kenneth H. Robinson
Notary Public

Weathersfield, Vermont Town Clerk's Office September 29 A.D. 1962 at 3:00 P.M.
Received the Warranty Deed and the Sketch of the property lines filed on page 207 of this volume. This is a true copy of the Warranty Deed.

Attest

Elizabeth G. Murray
Weathersfield Town Clerk

Sketch of Property received from Clarence H. Martin,
 joined by his wife, Celia P. Martin
 to the Town of Weathersfield, Vermont



Weathersfield, Vermont Town Clerk's Office September 29 A.D. 1962 at 3:01 P.M.
 Sketch of property bounds received with the Warranty Deed recorded on Pages 205-
 206 of this volume 39.

Attest Elizabeth P. Murray Town Clerk