

QUIT-CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the *Town of Middlebury*, a Vermont municipality having an office at Middlebury, Vermont, Grantor, in the consideration of ONE AND MORE DOLLARS paid to its full satisfaction by *Douglas Butler*, of Middlebury, Vermont, Grantee, has REMISED, RELEASED, AND FOREVER QUIT-CLAIMED unto the said *Douglas Butler*, his heirs and assigns, all right and title which the *Town of Middlebury* or its successors and assigns, have in, and to a certain piece of land in Middlebury, in the County of Addison and State of Vermont, described as follows, viz:

Being all right, title and interest the Town of Middlebury has in and to the same lands and premises conveyed to the herein Grantee, Douglas Butler, by Quit Claim Deed from Lawrence E. Butler dated January 5, 2005, recorded in the Middlebury Land Records in Book 214 at Page 326, by virtue of a portion of said property being “lease land,” “public land,” and/or “glebe land.”

Reference is made to the following deeds:

1. Warranty Deed of Douglas Butler to Douglas E. Butler, Trustee of the Douglas E. Butler 2016 Trust by deed dated January 28, 2016, recorded in the Middlebury Land Records in Book 281 at Page 439. Said deed is effective upon the death of Douglas E. Butler.
2. Warranty Deed of William J. Butler and Edith A. Butler to Lawrence E. Butler and Ruth Butler dated December 22, 1954, recorded in the Middlebury Land Records in Book 55 at Page 539.

Reference is made to an Indenture between the Town of Middlebury and William Carr, dated December 6, 1824, and recorded in the Middlebury Land Records in Book 12 at Page 437, pertaining to a tract of land described therein as “fifty acres being the west half of the first 100 acre division of the glebe right within the said Town of Middlebury”.

The portion of the Grantee’s property believed to be affected by said lease land interest is a portion of the Carr Lot, so-called, which is designated as “Parcel 2” in the above-referenced Warranty Deed from William J. Butler and Edith A. Butler dated December 22, 1954.

The purpose of this Quit Claim Deed is to eliminate any “school land” and/or “lease land” and/or “public land” and/or “glebe land” interests in and to the subject lands and premises by merging the underlying fee title with the leasehold interest referenced above.

This conveyance is made pursuant to 24 V.S.A. §2406 of the Vermont Statutes Annotated.

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

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with all the appurtenances thereof, to the said ***Douglas Butler***, his heirs and assigns forever.

AND FURTHERMORE, the said Grantor, ***Town of Middlebury***, does for itself and its successors and assigns, covenant with the said ***Douglas Butler***, his heirs and assigns, that from and after the ensealing of these presents, the said ***Town of Middlebury*** will have and claim no right, in or to the said quit-claimed premises.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of December, 2018.

***Kathleen Ramsay, Duly Authorized Agent
for the Town of Middlebury***

STATE OF VERMONT
ADDISON COUNTY, SS

At Middlebury, in said County and State, this _____ day of December A.D. 2018, Kathleen Ramsay, Duly Authorized Agent for the Town of Middlebury, personally appeared and she acknowledged this instrument, by her subscribed, to be her free act and deed and the free act and deed of the Town of Middlebury.

Before me _____
Notary Public
My Commission Expires: 2/10/2019

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