

RECEIVED FOR RECORD

DATE Jan 11, 2023 TIME \_\_\_\_\_  
RECORDED IN BOOK 69 PAGE 159-163  
ATTEST \_\_\_\_\_ TOWN CLERK

**EXECUTOR'S DEED**

I, Jonathan P. Williams, Executor of the Goods, Chattels and Estate of Lois A. Williams, late of Waterford in the County of Caledonia and State of Vermont, deceased, send greeting:

WHEREAS, the Honorable Probate Division, Caledonia Unit, Vermont Superior Court, at a session thereof, holden at the Probate Office in St. Johnsbury in said Unit, on the 15<sup>th</sup> day of April, 2022, on due application in writing, for that purpose, said application having been duly allowed according to law, did license and authorize Jonathan P. Williams, Executor of the Estate of Lois A. Williams, to sell at public auction, or private sale the real estate of said deceased, Lois A. Williams, located at 1114 Hawk Mountain Road, so-called, in the Town of Pittsfield in the County of Rutland and State of Vermont for the purpose of aiding in distribution, or otherwise benefit the interested persons;

AND WHEREAS, having previously taken an 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 Kyle J. Kershner of the Town of Killington in the County of Rutland and the State of Vermont, for the sum of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00). Pursuant to the License and authority aforesaid, and not otherwise, and in consideration of the same sum of Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), the receipt whereof I do hereby acknowledge, I do by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Kyle J. Kershner and his heirs and assigns forever, the following described land and buildings located at 1114 Hawk Mountain Road, so-called, in the Town of Pittsfield in the County of Rutland and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Russell S. Williams and Lois A. Williams, husband and wife, by Warranty Deed of Ardith J. Rauschman, dated January 24, 1975 and recorded in Book 25, Pages 177-179 of the Pittsfield Land Records, wherein said lands and premises are more particularly described as follows:

"Parcel #1: All and the same land and premises conveyed to Ardith J. Rauschman by Mary Jane Morin by deed dated June 19, 1969, and recorded in Book 23, Page 122 of the Pittsfield Land Records; it being all and the same land and premises conveyed to Alfred J. and Ardith J. Rauschman by Hawk Mountain Corporation by deed dated July 30, 1968, recorded in Book 22, Page 468 of the Pittsfield Land Records, and therein described as follows:

'Being Lot #67 on the Hawk Mountain Plan of Lots per survey recorded in the records of the Town of Pittsfield, Vermont, and being more particularly described as follows:

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

**-ACKNOWLEDGMENT-**

Return No. 35-22  
Signed [Signature] Clerk  
Date Jan 11, 2023

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'Beginning at a point which is the northwest corner of Lot 67 and which point lies on the right of way of the Hawk Mountain Road and proceeding in a southerly direction on a bearing of South 41° 00' East for a distance of 487 feet, more or less, to an iron pipe; thence in a northerly direction on a bearing of North 27° 45' East for a distance of 221 feet, more or less, to a point which lies 38 feet north of an iron pipe on a bearing of North 52° 15' West from the iron pipe; thence in a westerly direction in a bearing of North 52° 15' West for a distance of 540 feet, more or less, to a point in the right-of-way of Hawk Mountain Road; thence continuing along the right-of-way of Hawk Mountain Road in a straight line to the point of beginning.

Being part of the land and premises conveyed to Hugh H. Kopald by deed of John Georgetti, dated March 20, 1964, and recorded in Book 21 at Page 180 of Pittsfield Land Records, which reference may be had in aid of this description and further conveyed to Hawk Mountain Corporation by deed of Hugh H. Kopald dated January 31, 1966, and recorded in Book 22 at Page 25 of Pittsfield Land Records.

'This conveyance is made subject to the following restrictive covenants:

1) The Grantor reserves the right of first option to repurchase the within conveyed real estate in the event that the Grantee herein receives an offer to purchase said real estate and intends to accept the same. Grantee to give notice to Hawk Mountain Corporation, by registered mail of its intent to sell identifying the prospective purchaser and the bona-fide price offered, and offering to sell said premises to Grantor under the same terms, said option to terminate 30 days from the date of said notice.

2) Any building additions, site alterations, or new construction on the premises hereby conveyed at any time made by the Grantee is to be subject to the approval of the project Architect of said Hawk Mountain Corporation;

3) No house trailers or mobile homes shall be used on the premises hereby conveyed for any purpose whatsoever;

4) There shall be no physical advertising, commercial or otherwise, used upon the premises hereby conveyed;

5) The premises hereby conveyed shall be used for dwelling purposes only.

6) The within Grantor reserves to itself, its successors and assigns, the right of entry upon the premises hereby conveyed if required for the purpose of repair and/or replacement and maintenance of any underground water, electrical or other facilities.'

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Parcel #2: All and the same land and premises conveyed to Ardith J. Rauschman by Hawk Mountain Corporation by deed dated June 8, 1971, recorded in Book 23, Page 495 of the Pittsfield Land Records, and therein described as follows:

'Being all right, title and interest of the Grantor, its successors and assigns, in and to a small strip of land lying between the boundary line of the Grantee's lot No. 67, at Hawk Mountain, and the edge of the right-of-way of Upper Hawk Mountain Road. The length of this strip of land shall be defined within the limits of the extensions of the side lot lines of the Grantee's lot to their intersection with the edge of the right-of-way of said Upper Hawk Mountain Road.

'The effect of this conveyance shall be to convey all land of the Grantor lying between the edge of the right-of-way of Upper Hawk Mountain Road and the Grantee's lot so that such lot shall abut the said Upper Hawk Mountain Road.'

Included in this conveyance is a right of way over Hawk Mountain Road and Hawk Mountain Road Extension, as described in the conveyance to Ardith J. Rauschman by Hawk Mountain Corporation by deed dated November 28, 1969, recorded in Book 23, Page 189 of the Pittsfield Land Records, to which deed and the record thereof reference is had for a particular description."

Reference may be had to the aforesaid deeds and to their records and to all prior deeds and their records for a further and more particular description of the land and premises herein conveyed.

Reference is made and had to a Waiver of Right-of-First Refusal from the Hawk Mountain Owners Association, dated December 30, 2022 and to recorded herewith in the Pittsfield Land Records.

The source of title of Lois A. Williams was also as a sole surviving tenant by the entirety, Russell S. Williams having predeceased her on January 18, 2018. A certified copy of the Certificate of Death of Russell S. Williams is to be recorded herewith in the Pittsfield Land Records, to which reference is made and had.

Being all of the real estate whereof the said Lois A. Williams died seized and possessed in the said Town of Pittsfield, County of Rutland and State of Vermont. Reference is also made and had to a License to Convey Real Estate from the Probate Division, Caledonia Unit, Vermont Superior Court in the Estate of Lois A. Williams (Docket No. 21-PR-05379), a certified copy of which is to be recorded herewith in the Pittsfield Land Records.

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This conveyance is made SUBJECT TO and with the benefit of utilities, spring rights, easements for ingress and egress and rights incidental to each of the same as may appear more particularly of record, provided that this paragraph shall not reinstate any such encumbrances previously extinguished by the Marketable Record Title Act, Subchapter 7, Title 27 of the Vermont Statutes Annotated.

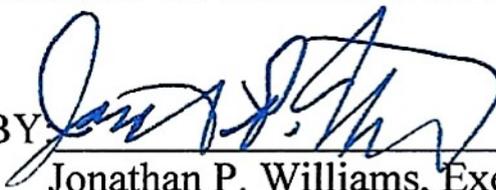
All improvements on the above-described premises, including, but not limited to, any structures and any water, electric, mechanical, heating, plumbing, sewer and septic systems, are conveyed and transferred to the Grantee only with the warranties with respect to title and defense thereof included within the Executor's Deed. The Grantor makes no warranty with respect to those improvements and disclaims all warranties, express, or implied, including, but not limited to, any warranty as to merchantability, condition, or fitness for any purpose of any such improvements, and said improvements will be sold and conveyed AS IS AND WITH ALL FAULTS. The Grantee is relying completely and solely upon his opinion as to the condition of the above-described premises.

Also conveying the following articles of personal property, which are located in the residence on the above-described premises: Kenmore stackable washer and dryer and electric range. Said personal property is being conveyed AS IS AND WHERE IS and without any warranties of merchantability, or use.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereof, to the said Kyle J. Kershner and his heirs and assigns, to his own use and behoof forever; and I, the said Jonathan P. Williams, Executor of the Estate of Lois A. Williams, do covenant with the said Kyle J. Kershner and his heirs and assigns, that the said Lois A. Williams died seized of the granted premises, that I am duly authorized by the Court aforesaid to convey the same to the said Kyle J. Kershner 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 for myself and my successors and assigns shall WARRANT AND DEFEND said premises against all persons claiming the same, except as aforesaid, by, from, or under the said Lois A. Williams, or me, Jonathan P. Williams, but against no other person.

IN WITNESS WHEREOF, Jonathan P. Williams, Executor of the Estate of Lois A. Williams, duly authorized so to do, has hereunto set his hand and seal, this 4<sup>th</sup> day of January, 2023.

ESTATE OF LOIS A. WILLIAMS

BY 

Jonathan P. Williams, Executor [SEAL]  
Duly Authorized

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STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON, SS.

At Woodsville, in said County, this 4<sup>th</sup> day of January, 2023, Jonathan P. Williams personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and his free act and deed as Executor of the Estate of Lois A. Williams.

Before me,

*Debra L. Bigelow*  
Debra L. Bigelow, Notary Public

My commission expires: 06/15/2027

