

# Bauer, Anderson & Gravel

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March 10, 2003

Ray & Sherol Cooley  
560 Golf Course Road  
South Burlington, VT 05403

**RE: Gravel, et al. vs. HDI, et al.**

Dear Ray & Sherol:

Enclosed with this letter you will find a fully executed copy of the **final Settlement Agreement** along with a copy of the signed Stipulation to Dismiss as filed with the Court. Thus, all of the paperwork is complete and I fully expect the repayment of the attorneys fees to commence on April 1<sup>st</sup>, as represented. I also enclose with this letter copies of the original computer photographs as presented to us by HDI when they wanted us to agree to a building height of 18 ft. 11 inches. As you know, the top line on these photographs represents the height (21.6 ft) . at which HDI originally intended to construct these buildings. I think that these pictures show both what we stood to lose and how much we have gained by standing up to HDI and pressing our claims.

I want to thank each of you for your support and your resolve. If you have any questions concerning any of the documents please give me a call. Also, I have asked Steve Kantor to send me the **restrictive language he intends to use in the deeds to these properties**, so that I can be certain that it complies with the requirements of the Settlement Agreement.

Sincerely,

  
John C. Gravel, Esq.

COLCHESTER: 567 Main Street • P.O. Box 123 • Colchester, VT 05446  
(802) 879-6323 • Fax (802) 879-7045 • Email: [frontdesk@vtlawoffices.com](mailto:frontdesk@vtlawoffices.com)

MONTPELIER: 28 Barre Street • Montpelier, VT 05602  
(802) 229-2000 • (By Appointment Only)

NORTH HERO: 10 Northland Lane • P.O. Box 33 • North Hero, VT 05474  
(802) 372-6904 • Fax (802) 372-6905 • Email: [bag@together.net](mailto:bag@together.net)

PUTNEY: 63 Main Street • P.O. Box 200 • Putney, VT 05346  
(802) 387-4620 • Fax (802) 387-4716 • Email: [sgriffis@sover.net](mailto:sgriffis@sover.net)

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

JOHN & MARY ANN GRAVEL,  
DAVID & SALLY BELL, RAYMOND &  
CAROLYN MURPHY, PETER &  
MARJORIE LIPMAN, and RAY &  
SHEROL COOLEY,  
Plaintiffs,

v.

HOMESTEAD DESIGN, INC., and  
GLENEAGLES AT VERMONT  
NATIONAL COUNTRY CLUB,  
A CONDOMINIUM OPERATED BY  
GLENEAGLES OWNERS ASSOC., INC.,  
Defendants.

CHITTENDEN SUPERIOR COURT

Docket No.: S 1580-00 CnC

MUTUAL RELEASES  
AND COMPREHENSIVE SETTLEMENT AGREEMENT

NOW COMES the parties, and their attorneys of record, and hereby stipulate and agree to settlement of all claims in this case according to the terms and conditions of settlement set forth below. This document also includes comprehensive and mutual Releases by and between the parties to this suit.

1. The four Gleneagles buildings yet to be constructed by Homestead Design, Inc. ("HDI"), identified as GE 5, 7, 9, and 11 on the most recent and up-to-date Grading Plan dated October 5, 2001, prepared by Krebs & Lansing Consulting Engineers, Inc. ("Grading Plan"), shall be built by HDI subject to the following restrictions:

(a) ~~GE 11~~

~~The maximum ridge elevation of the roof of building GE 11, excluding chimneys, shall be no higher than 467.52 feet. This height restriction refers to and is based upon the Grading Plan and the CD photographic representations prepared by Roger Jones for HDI and presented to plaintiffs by the attorneys for HDI in February of 2003, it being the~~

Spink & Miller, PLC  
One Lawson Lane  
Burlington, VT 05401  
(802) 864-1100

*Krebs*  
#578

intention of the parties that the maximum ridge elevation of the roof of this building shall not exceed the gray dashed line profile as represented to plaintiffs in said CD presentation.

(b) **GE 9**

The maximum ridge elevation of the roof of building GE 9, excluding chimneys, shall be no higher than 467.39 feet. This height restriction refers to and is based upon the Grading Plan and the CD photographic representations prepared by Roger Jones for HDI and presented to plaintiffs by the attorneys for HDI in February of 2003, it being the intention of the parties that the maximum ridge elevation of the roof of this building shall not exceed the yellow line profile as represented to plaintiffs in said CD presentation.

(c) **GE 7**

The maximum ridge elevation of the roof of building GE 7, excluding chimneys, shall be no higher than 466.59 feet. This height restriction refers to and is based upon the Grading Plan and the CD photographic representations prepared by Roger Jones for HDI and presented to plaintiffs by the attorneys for HDI in February of 2003, it being the intention of the parties that the maximum ridge elevation of the roof of this building shall not exceed the yellow line profile as represented to plaintiffs in said CD presentation.

(d) **GE 5**

The maximum ridge elevation of the roof of building GE 5, excluding chimneys, shall be no higher than 465.69 feet. This height restriction refers to and is based upon the Grading Plan and the CD photographic representations prepared by Roger Jones for HDI and presented to plaintiffs by the attorneys for HDI in February of 2003, it being the intention of the parties that the maximum ridge elevation of the roof of this building shall not exceed the yellow line profile as represented to plaintiffs in said CD presentation.

#560  
Cawley  
Hippman  
#558

2. HDI shall pay to Plaintiffs, by timely mailing or delivery to Bauer, Anderson & Gravel, the sum of \$36,000 in three equal installments (\$12,000 each) on the following dates: April 1, 2003, May 1, 2003 and June 2, 2003. These are interest free payments except that any payment not timely made shall accrue interest at the rate of 6%, simple interest, until paid.
3. The height/elevation restrictions set forth in ¶ 1 above shall be independently verified by an independent, licensed engineer, at HDI's expense, who shall verify in writing that the roof ridge elevations of the finished buildings, GE 5, 7, 9, and 11, do not exceed the agreed-to maximum elevations set forth in ¶ 1 above.
4. HDI, upon the sale of each unit in buildings GE 5, 7, 9, and 11, shall place restrictive covenants in each such deed of conveyance which shall run with the land and which limits the buyer's use of the common elements associated with GE 5, 7, 9, and 11 to preclude any action being taken to obstruct views above the roof ridge maximum elevations set forth in ¶ 1 above. Said restrictive covenants shall also limit the extension of the roof ridge itself to an elevation not to exceed the original maximum elevations set forth in paragraph 1 above.
5. The parties' representatives shall immediately sign and file, on behalf of their respective clients, a Stipulation of Dismissal of all claims, with prejudice. The dismissal of all claims and the efficacy of the Mutual Release language set forth herein shall be dependent upon and contingent upon the parties' compliance with all the terms of this Mutual Releases and Comprehensive Settlement Agreement.

6. Plaintiffs shall immediately file in the Land Records of the City of South Burlington a proper notice of the dismissal with prejudice of this litigation and any and all claims relating to this litigation and such other appropriate documentation, if any, as may be required by Defendants to obtain construction financing.

7. Plaintiffs do for themselves and their heirs, executors, administrators, successors and assigns hereby release and forever discharge Gleneagles at Vermont National Country Club, Inc., A Condominium Operated by Gleneagles Owners Association, Inc., the Gleneagles Owners Association, Inc, Homestead Design, Inc. and their respective officers, directors, agents, employees, administrators, representatives, counsel, insurers, and all predecessors, successors and assigns (the "Releasees") of and from any and all manner of action and actions, cause and causes of action, suits, damages, judgments, executions, claims for personal injuries, property damage and demands whatsoever, in law or in equity, including any and all claims for attorneys fees and expenses, which they ever had, now have or which their heirs, executors, administrators, successors and assigns hereafter can, shall, or may have against the Releasees for, upon, or by reason of any matter, cause or thing whatsoever, at any time up to the date of execution of this document and particularly, but without in any manner limiting the foregoing, on account of all issues and claims for relief which were asserted or could have been asserted in this Action.


8. HDI does for itself and its agents, directors, officers, employees, administrators, successors and assigns hereby release and forever discharge Plaintiffs and their respective counsel, heirs, successors and assigns (the "Releasees") of and from any and all manner

of action and actions, cause and causes of action, suits, damages, judgments, executions, claims for personal injuries, property damage and demands whatsoever, in law or in equity, including any and all claims for attorneys fees and expenses, which it ever had, now has or which its agents, directors, officers, employees, administrators, successors and assigns hereafter can, shall, or may have against the Releasees for, upon, or by reason of any matter, cause or thing whatsoever, at any time up to the date of execution of this document and particularly, but without in any manner limiting the foregoing, on account of all issues and claims for relief which were asserted or could have been asserted in this Action.


9. This Mutual Releases and Comprehensive Settlement Agreement is a full, final and complete compromise and settlement of the disputed claims referenced herein and is entered into solely for the purpose of avoiding the expense and inconvenience of any litigation. This Mutual Releases and Comprehensive Settlement Agreement is not, and cannot be construed as, an admission of liability on the part of HDI or any of the Releasees.
10. Plaintiffs represent and warrant that they had adequate opportunity to consult with independent counsel concerning the terms and conditions of this Agreement prior to signing this Agreement. Further, Plaintiffs represent and warrant that in signing this Agreement they relied solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel.

11. This Agreement is an integrated agreement and contains the entire agreement regarding the matters herein among the signatories hereto. No representations, warranties, or promises have been made or relied on by any signatory hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between any of the parties or their representatives relative to the matters contained herein, whether in writing, oral or otherwise.
12. This Agreement can only be modified by a writing signed by each of the Parties hereto. This provision cannot be waived, unless a written agreement setting forth the terms of the waiver is executed by each of the Parties to this Agreement.
13. Each Party agrees to take such steps and to execute such documents as may be reasonably necessary or proper to carry out and effectuate the covenants and purpose of this Agreement. Duplicate originals are contemplated and shall have full force and effect.


APPROVED AS TO CONTENT AND FORM:

  
\_\_\_\_\_  
Thomas C. Nuovo, Esquire for Plaintiffs

Date: 2/20/03

  
\_\_\_\_\_  
Steven J. Kantor, Esquire for Defendants

Date: 2/4/03

  
\_\_\_\_\_  
James W. Spink, Esquire for Defendants

Date: 2.20.03

PLAINTIFFS

John C. Gravel  
John C. Gravel

Date: 2-20-03

Mary Ann Gravel  
Mary Ann Gravel

Date: 2-21-03

\_\_\_\_\_  
Ray Cooley

Date:

\_\_\_\_\_  
Sherol Cooley

Date:

\_\_\_\_\_  
Raymond Murphy

Date:

\_\_\_\_\_  
Carolyn Murphy

Date:

\_\_\_\_\_  
Peter Lipman

Date:

\_\_\_\_\_  
Marjorie Lipman

Date:

\_\_\_\_\_  
David Bell

Date:

\_\_\_\_\_  
Sally Bell

Date:



PLAINTIFFS

\_\_\_\_\_  
John C. Gravel Date:

\_\_\_\_\_  
Mary Ann Gravel Date:

*Ray Cooley 2/22/03*  
\_\_\_\_\_  
Ray Cooley Date:

*Sherol Cooley*  
\_\_\_\_\_  
Sherol Cooley Date: 2/22/03

\_\_\_\_\_  
Raymond Murphy Date:

\_\_\_\_\_  
Carolyn Murphy Date:

\_\_\_\_\_  
Peter Lipman Date:

\_\_\_\_\_  
Marjorie Lipman Date:

\_\_\_\_\_  
David Bell Date:

\_\_\_\_\_  
Sally Bell Date:

**PLAINTIFFS**

_____ John C. Gravel	Date:
_____ Mary Ann Gravel	Date:
_____ Ray Cooley	Date:
_____ Sherol Cooley	Date:
_____ <i>Raymond Murphy</i> Raymond Murphy	Date: 2-21-03
_____ <i>Carolyn Murphy</i> Carolyn Murphy	Date: 02-21-03
_____ Peter Lipman	Date:
_____ Marjorie Lipman	Date:
_____ David Bell	Date:
_____ Sally Bell	Date:

**PLAINTIFFS**

\_\_\_\_\_  
John C. Gravel Date:

\_\_\_\_\_  
Mary Ann Gravel Date:

\_\_\_\_\_  
Ray Cooley Date:

\_\_\_\_\_  
Sherol Cooley Date:

\_\_\_\_\_  
Raymond Murphy Date:

\_\_\_\_\_  
Carolyn Murphy Date:

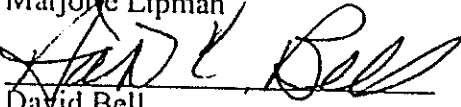
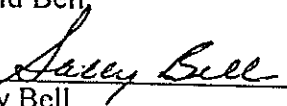
*Peter Lipman*  
\_\_\_\_\_  
Peter Lipman Date: 2-21-03

*Marjorie S. Lipman*  
\_\_\_\_\_  
Marjorie Lipman Date: 2-21-03

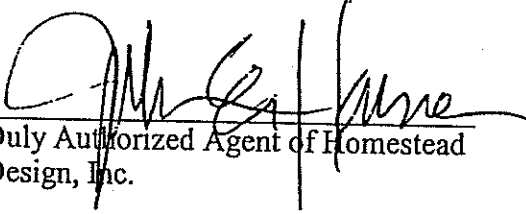
\_\_\_\_\_  
David Bell Date:

\_\_\_\_\_  
Sally Bell Date:

**PLAINTIFFS**

_____	Date:
John C. Gravel	
_____	Date:
Mary Ann Gravel	
_____	Date:
Ray Cooley	
_____	Date:
Sherol Cooley	
_____	Date:
Raymond Murphy	
_____	Date:
Carolyn Murphy	
_____	Date:
Peter Lipman	
_____	Date:
Marjorie Lipman	
	Date: 2/21/03
David Bell	
	Date: 2/21/03
Sally Bell	

**DEFENDANTS:**

A handwritten signature in black ink, appearing to read "M. G. [unclear]", written over a horizontal line.

Date: 2/20/03

Duly Authorized Agent of Homestead  
Design, Inc.

Spink & Miller, PLC  
One Lawson Lane  
Burlington, VT 05401  
(802) 864-1100

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS**, that It,

**HOMESTEAD DESIGN, INC.**, a Vermont Corporation with  
its principal place of business in

Williston, County of Chittenden and State of Vermont, Grantor, in consideration of the sum of  
Ten or More Dollars, paid to its full satisfaction by

**JULIE A. DALE and JOHN H. KLESCH**

of Jericho, County of Chittenden and State of Vermont, Grantees, by these presents, does freely  
**GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees

**JULIE A. DALE and JOHN H. KLESCH,**  
Husband and Wife, as Tenants by the Entirety

and their heirs and assigns forever, a certain piece of land in the City of South Burlington, County  
of Chittenden and State of Vermont, described as follows, viz:

Being Unit 11B, in the Condominium known as "Gleneagles At Vermont National Country Club",  
including the exclusive use of Limited Common Elements, located on the westerly side of Park  
Road, so-called, in the City of South Burlington, said Unit depicted on a Plat entitled  
"Condominium Plan Gleneagles at Vermont National Country Club Dorset Street South  
Burlington, Vermont, C1" dated May 2, 2000, last revised October \_\_\_\_, 2003, prepared by  
Krebs & Lansing Consulting Engineers, Inc. and recorded in Map Volume \_\_\_\_, Page \_\_\_\_ of  
the South Burlington City Land Records (the "Condominium Plan"), and "Building Dimensions  
Gleneagles at Vermont National Country Club Dorset Street South Burlington, Vermont, C2"  
dated April 26, 2000, last revised October \_\_\_\_, 2003, prepared by Krebs & Lansing Consulting  
Engineers, Inc. and recorded in Map Volume \_\_\_\_, Page \_\_\_\_ of the South Burlington City  
Land Records ("Building Dimensions"). Reference may also be had to the following plans: (i)  
"Vermont National Country Club, Phase II - Park Road, Property of Highlands Development Co.,  
LLC, South Burlington, Vermont," Sheet 2 of 7, by Civil Engineering Associates, Inc., dated  
February 1997, last revised September 21, 2000 and recorded in Map Volume 480, Page 63 of  
the South Burlington City Land Records; and (ii) "Overall Site Plan GLENEAGLES, Vermont  
National Country Club, Dorset Street, South Burlington, Vermont" Sheet 1, by Krebs & Lansing  
Consulting Engineers, Inc., dated July 28, 1999, last revised October 25, 2001 and recorded in  
Map Volume 495, Page 123 of the South Burlington City Land Records. All references to the  
recording of instruments herein is to the South Burlington City Land Records (the "Land  
Records").

Being a portion of the lands and premises conveyed to Homestead Design, Inc. by Warranty Deed of Highlands Development Company, LLC, dated March 9, 2000 and recorded in Volume 471, Pages 501-505 of the Land Records; also being a portion of the lands and premises conveyed to Homestead Design, Inc. by Warranty Deed of Highlands Development Company, LLC, dated September 27, 2001 and recorded in Volume 522, Pages 168-172 of said Land Records.

Included herein is an undivided 1.9607 percent interest in the Common Elements and Limited Common Elements of the Condominium, as may be modified from time to time pursuant to the terms of the Declaration.

The lands and premises herein conveyed are subject to, and have the benefit of, the covenants, restrictions, easements, rights, privileges and provisions set forth in the following:

1. "Declaration of Condominium For Gleneagles At Vermont National Country Club" (the "Gleneagles Declaration"), dated August 17, 2000, and recorded in Volume 482, Page 237 of the Land Records, as amended by First Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated October 3, 2000 and recorded in Volume 486, Pages 83-85 of the Land Records; as amended by Second Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated April 27, 2001 and recorded in Volume 502, Pages 291-293 of the Land Records; as amended by Third Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated June 15, 2001, and recorded in Volume 507, Pages 509-511 of the Land Records, as amended by Fourth Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated October 12, 2001 and recorded in Volume 524, Pages 1-8 of the Land Records, as amended by Fifth Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated May 6, 2002 and recorded in Volume 551, Pages 193-195 of the Land Records; as amended by Sixth Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated August 22, 2002 and recorded in Volume 562, Page 480 of the Land Records, and as amended by Seventh Amendment to Declaration of Condominium For Gleneagles At Vermont National Country Club, dated October 16, 2003 and recorded in Volume \_\_\_\_\_, Pages \_\_\_\_\_ of the Land Records, and as may be further amended from time to time as permitted by the Vermont Community Interest Ownership Act.

2. "Declaration of Covenant, Conditions & Restrictions of The Highlands at the Vermont National Country Club" (the "Highlands Declaration"), dated September 3, 1998 and recorded in Volume 437, Pages 268-299 of the Land Records, as may be amended from time to time.

3. Terms and conditions of the Irrevocable Offer of Dedication between Highlands Development Company, LLC and the City of South Burlington, dated June 3, 1998 and recorded in Volume 429, Pages 454-465 of the Land Records, as amended by Amendment to Irrevocable Offer, dated effective February 16, 1999 and recorded in Volume 447, Page 402 of the Land Records; the Irrevocable Offer of Dedication between Highlands Development Company, LLC and the City of South Burlington, dated June 3, 1998 and recorded in Volume 429, Pages 466-

474 of the Land Records; and the Irrevocable Offer of Dedication between JAM Golf, LLC and Highlands Development Company, LLC and the City of South Burlington, dated June 3, 1998 and recorded in Volume 429, Pages 475-485 of the Land Records, all as they may be amended from time to time.

4. Ten foot wide easement granted to Green Mountain Power Corporation and New England Telephone and Telegraph Company, by instrument dated October 21, 1997 and recorded in Volume 418, Page 321 of the Land Records.

5. Easement granted to Vermont Gas Systems, Inc., by instrument dated August 6, 1997 and recorded in Volume 413, Page 98 of the Land Records.

6. Easements and rights of way depicted or referred to on the following plats and plans:

a. "Condominium Plan Gleneagles At Vermont National Country Club Dorset Street South Burlington, Vermont", dated May 2, 2000, last revised September 18, 2001, prepared by Krebs & Lansing Consulting Engineers, Inc., and recorded in Map Volume 495, Page 74 of the Land Records, and as further amended from time to time.

b. "Vermont National Country Club, Phase II - Park Road, Property of Highlands Development Co., LLC, South Burlington, Vermont," Sheet 2 of 7, by Civil Engineering Associates, Inc., dated February, 1997, last revised September 21, 2000 and recorded in Map Volume 480, Page 63 of the Land Records.

c. "Overall Site Plan GLENEAGLES, Vermont National Country Club, Dorset Street, South Burlington, Vermont" Sheet 2, by Krebs & Lansing Consulting Engineers, Inc., dated July 28, 1999, last revised July 5, 2001 and recorded in Map Volume 495, Page 55 of the Land Records.

7. Terms and conditions of those applicable permits and approvals listed on a certain Statement of Governmental Permits and Approvals and Recorded Plats, dated August 28, 1998 and recorded in Volume 437, Pages 194-267 of the Land Records, and a certain Second Statement of Governmental Permits and Approvals and of Recorded Plats, Etc., dated February 16, 1999 and recorded in Volume 447, Pages 336-401 of the Land Records.

8. Terms and conditions of Land Use Permit Case No. 4C0983, dated June 21, 1996 and recorded in Volume 394, Pages 539-545 of the Land Records, and all applicable amendments thereto, including 4C0983-1, dated April 29, 1998 and recorded in Volume 427, Pages 306-310 of the Land Records; 4C0983-2, dated December 9, 1998 and recorded in Volume 442, Pages 620-623 of the Land Records; 4C0983-3, dated December 4, 1998 and recorded as an attachment to said Second Statement of Governmental Permits and Approvals and of Recorded Plat, etc.; 4C0983-4, dated February 11, 1999 and recorded in Volume 447, Page 258 of the Land Records; 4C0983-5, dated October 6, 1999 and recorded in Volume 463, Page 648 of the Land Records;



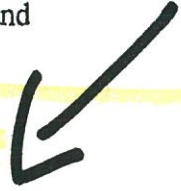
4C0983-6, dated October 12, 1999 and recorded in Volume 463, Page 746 of the Land Records; and 4C0983-7, dated January 11, 2000 and recorded in Volume 469, Pages 38-43 of the Land Records.

9. Terms and conditions of Subdivision Permit Case No. EC-4-1964, dated June 3, 1996 and recorded in Volume 394, Pages 546-548 of the Land Records, and all applicable amendments thereto, including EC-4-1964-1, dated March 13, 1998 and recorded in Volume 427, Pages 346-348 of the Land Records; EC-4-1964-2, dated December 2, 1998 and recorded in Volume 443, Pages 429-431 of the Land Records; EC-4-1964-3, dated November 20, 1998 and recorded in Volume 442, Pages 226-228 of the Land Records; EC-4-1964-4, dated January 29, 1999 and recorded in Volume 449, Page 76 of the Land Records; EC-4-1964-5, dated May 7, 1999 and recorded in Volume 454, Pages 445-446 of the Land Records; EC-4-1964-6, dated September 30, 1999 and recorded in Volume 463, Pages 689-690 of the Land Records; EC-4-1964-7, dated December 6, 1999 and recorded in Volume 468, Pages 534-536 of the Land Records; EC-4-1964-8, dated December 6, 1999 and recorded in Volume 468, Pages 359-361 of the Land Records; and EC-4-1964-8 "Corrected", dated August 27, 2001 and recorded in Volume 520, Pages 1-3 of the Land Records.

10. Terms and conditions of Water Supply & Wastewater Disposal Permit Case No. WW-4-0929-3, dated December 6, 1999 and recorded in Volume 468, Pages 365-67 of the Land Records.

*Kreba*  
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11. Height Restriction. The within Unit is further conveyed subject to a restrictive covenant which shall run with the land. The maximum ridge elevation of the roof, excluding chimney, of the Unit shall be no higher than 467.52 feet. This height restriction refers to and is based on the Grading Plan prepared for Homestead Design, Inc. by Krebs & Lansing Consulting Engineers, Inc. This restrictive covenant limits the use of the common elements associated with this Unit to preclude any obstruction of easterly views attendant to those Inverness Units which are situated westerly of this Unit, at any height greater than the maximum ridge elevation set forth herein. This restrictive covenant also limits the extension of the roof ridge itself, and any lateral extension thereof, to an elevation not to exceed 467.52 feet as set forth herein.



The Highlands Declaration includes the following reservation of easement and related waiver and release to which Grantees, their heirs and assigns, agree by acceptance of this Deed:

4.01. . . Declarant hereby expressly reserves unto itself and its successors and assigns the following easements: . . (b) Golf Course Easements, (i) the Property, including the Homesites, are hereby burdened with an easement for the usual and common noise level associated with playing golf and operating a golf course, for the flight of golf balls over the Property and permitting of golf balls and other items of golf related equipment to unintentionally come upon such Property and for golfers at reasonable times (which shall include one (1) hour before sunrise and one (1) hour after sunset) and in a reasonable manner to come upon the Property, including the Homesites, to retrieve such errant golf balls or other equipment. The

existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls or other equipment. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or other equipment or the exercise of this easement: the Declarant; the Association or its Members (in their capacity as such); the Golf Course, its successors or assigns; any successor Declarant; any builder or contractor (in their capacities as such); any officer, director, member or partner of any of the foregoing, or any officer or director of any partner.

By acceptance of this Deed, the Grantees herein, and their heirs and assigns, covenant and agree to become and hereby become members of the Gleneagles Owners Association, Inc., a Vermont non-profit corporation, and this Deed conveys to the Grantees one (1) membership in said Association. The Grantees herein, and their heirs and assigns, further covenant and agree to abide by the rules and regulations promulgated by the Board of Directors of the Association and to pay from time to time, as and when assessed, such charges and assessments as may be assessed by the Board of Directors of the Association.

By acceptance of this Deed, the Grantees herein, and their heirs and assigns, covenant and agree to become and hereby become members of The Highlands at the Vermont National Country Club Community Association, Inc., a Vermont non-profit corporation, and this Deed conveys one (1) membership in said Association. The Grantees herein, and their heirs and assigns, further covenant and agree to abide by the rules and regulations promulgated by the Board of Directors of the Association and to pay from time to time, as and when assessed, such charges and assessments as may be assessed by the Board of Directors of the Association.

Grantor hereby certifies that the conditions set forth in 32 V.S.A. §10002(f) have been satisfied and as further evidenced by Builders Certificate No. 000347.

Reference is hereby made to the above instruments and to their records, and to all deeds and records therein referred, in further aid of this description.

**TO HAVE AND TO HOLD** said granted premises, with all the privileges and appurtenances thereof, to the said Grantees

JULIE A. DALE and JOHN H. KLESCH,  
Husband and Wife, as Tenants by the Entirety

and their heirs and assigns, to their own use and behoof forever; and It, the said Grantor

**HOMESTEAD DESIGN, INC.**

for itself and its successors and assigns, does covenant with the said Grantees

JULIE A. DALE and JOHN H. KLESCH

and their heirs 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 does hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, HOMESTEAD DESIGN, INC., by its Duly Authorized Agent, has caused this instrument to be executed this 16<sup>th</sup> day of October, 2003.

IN PRESENCE OF:

Mary E. Hutterback  
[witness]

HOMESTEAD DESIGN, INC.

By: Peter M. Doremus  
Its Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this 16<sup>th</sup> day of October, 2003, personally appeared PETER M. DOREMUS, Duly Authorized Agent of HOMESTEAD DESIGN, INC., and he acknowledged the within instrument, by him subscribed, to be his free act and deed and the free act and deed of HOMESTEAD DESIGN, INC.

Before me, Mary E. Hutterback  
Notary Public