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SUBJECT TO ATTORNEY-CLIENT PRIVILEGE

June 10, 2016

Mr. David Pisha, Town Manager
Town of Chester
P.O. Box 370
Chester, VT 05143

Re: Yosemite Fire Station Property

Dear David:

Enclosed is our Memorandum which we compiled after our title search of the Yosemite Fire Station Property.

It is our opinion that the title to the subject property is clouded at this point.

The property was originally conveyed to Fire District No. 2 in 1880. This deed contained a reversionary interest in that it specifically stated that (i) if the Fire District should cease to exist or (ii) the Fire District No. 2 did not use the property as a firehouse, the land would revert to the then Grantor, Joseph R. Richardson his heirs and assigns. At the time of the 1880 deed, Mr. Richardson owned contiguous property and other non-contiguous property.

Worth noting is that the firehouse had already been constructed prior to Fire District No. 2 taking title to the underlying land.

According to Hugh H. Henry's research from March 2015, the firehouse remained in use until around 1974. We found that Fire District No. 2 merged with the Town of Chester effective January 1, 1968, and at that time any real estate owned by the Fire District was conveyed to the town. Upon this merger, it was stipulated that any real estate would be subject to such restrictions already placed upon such real estate.

The property was purported to be conveyed to the Chester Historical Society in 1976 from Warranty Deed of E.R. Pember and Gertrude Hazen. This deed contained a reversionary interest in that it specifically stated that the Chester Historical Society must

Mr. David Pische

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use it as a museum or for other historic purposes, and when it failed to be used for such purposes, it would revert to the Hazens, their heirs and assigns. The potential issue with this deed is that while the Hazens were in the chain of title to Mr. Richardson's contiguous property, neither the fee simple of the land where the firehouse sits, nor the reversionary interest retained by Mr. Richardson in the 1880 deed were specifically conveyed to any of the assigns of the contiguous Richardson property.

This firm believes there are too many questions concerning the state of the title. By way of hypothetical, any title searcher of this property could have any one or more of the following questions:

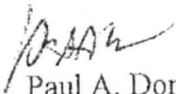
1. Did the property revert to Mr. Richardson's heirs and assigns when Fire District No. 2 ceased to exist in 1968?;
2. Did the property revert to Mr. Richardson's heirs and assigns when the property was no longer actively used as a firehouse in 1974?;
3. Did the reversionary interest pertain only to the land and not the firehouse, or both?;
4. Were the Hazens "assigns" as identified in the 1880 deed?;
5. Could other assigns (of non-contiguous property) of Mr. Richardson be considered "assigns" as identified in the 1880 deed?;
6. Did Mr. Richardson convey the reversionary interest to someone else after 1880?;

You should note that we briefly discussed the status of the title with our title insurance underwriter, and he was unwilling to insure the title. We are unable to opine that title to the property is marketable.

It is this firm's opinion that a Quiet Title Action is necessary in order to settle the status of the title. At the very least, such an action would necessitate publication in an attempt to identify heirs of Mr. Richardson that could potentially claim an interest in the property.

As we discussed, either Jim Carroll or myself can be available either via telephone or in person for your meeting next Wednesday if you would like one of us to be available. In the meantime, if you wish to discuss any of these issues before next Wednesday, please give us a call.

Sincerely,



Paul A. Donaldson

Enclosure

S / current / Wanda / Town of Chester / Yosemite Fire Station / Letter to David Pische

MEMORANDUM

TO: Town of Chester

DATE: June 6, 2016

SUBJECT: Town of Chester – Yosemite Fire Station Property

YOSEMITE FIRE STATION PROPERTY:

The land on which the Yosemite Fire Station stands was a PORTION of all and the same lands and premises conveyed to Joseph R. Richardson in a Warranty Deed from Prescott Heald and Mary H. Heald dated March 14, 1872, and recorded in the Chester Land Records in Book 22 at Page 214. There were several parcels of lands conveyed in this Deed, and the herein Property is not specifically described therein.

Joseph R. Richardson conveyed "the piece of land on which the Engine House stands, which was erected by said Fire District No. Two and is situate on the east side of highway leading from Chester Depot to Chester North Village and is between said highway and the River" to Fire District No. Two in a Warranty Deed dated January 2, 1880, and recorded in the Chester Land Records in Book 23 at Page 227.

This conveyance was SUBJECT TO the following condition: "that in case the said Fire District No. Two should cease to exist the land hereby conveyed is to revert to said Joseph R. Richardson his heirs and assigns, and also whenever said Fire District dot not use and occupy the land for the purposes for which it is now used and occupied the land is to revert to said Joseph R. Richardson his heirs and assigns."

[The fire station was built by the Fire District prior to the Fire District taking title to the land on which it stands. Does the reversionary language apply to the building as well as the land?]

At a Special Town Meeting on April 4, 1967, the Town of Chester approved "the plan of merger for the Village of Chester and Chester Fire District No. 2 with the Town of Chester" so that the Village of Chester and Chester Fire District No. 2 would be merged into the Town of Chester. According to the Notice of Merger, the real estate owned by either the Village of Chester or Chester Fire District No. 2 would be become the sole property of the Town of Chester, "subject to such restrictions concerning the use thereof as may have been imposed thereon at the time of acquisition. Real Estate servient to a validly created particular use shall continue to be subject to that use." The effective date of this merger was January 1, 1968. The Plan of Merger is recorded in General Records No. 8, Page 55 of the Chester Land Records.

The next chain in the title is a Warranty Deed from E.R. Pember Hazen and Gertrude Hazen to The Chester Historical Society dated April 20, 1976, and recorded in the Chester Land Records in Book 53 at Page 18. I did not locate a document that specifically conveyed title interest in the Yosemite Fire Station property to the Grantors in this Deed. It is unclear to me how they would have taken title to the property – was it as an “assign” of Joseph R. Richardson; Gertrude Hazen, formerly Gertrude Taber was owner of ten (10) acres, more or less, of lands contiguous to and across the road from the herein Property – see chain of title to same below.

The conveyance from E.R. Pember Hazen and Gertrude Hazen to The Chester Historical Society was SUBJECT TO the following condition: “the use by the Grantee, its successors and assigns, of these premises as a museum or for other historic purposes provided that when the Grantee, its successors and assigns, shall no longer use the premises for said purposes, the premises shall revert to the Grantors, their heirs and assigns. It is the intent of the parties to this deed that this conveyance creates a determinable fee.”

[Once Hazen took title, there is no further reference to the original Richardson reversionary condition – does that condition still exist?]

GERTRUDE S. TABER (HAZEN) PROPERTY:

J.R. Richardson conveyed the premises where he lived and ten (10) acres of land, more or less, located on the east and west side of the highway, to Hattie E. Billings in a Warranty Deed dated March 7, 1888, and recorded in the Chester Land Records in Book 24 at Page 223. This Deed describes a portion of the lands bounded as follows: “beginning at a corner of the Engine house lot on the line of the highway leading from Chester Depot to No. Chester, thence on the line of said Engine house lot to the River then up said River to the bridge across said River, thence westerly on the line of the highway to the corner, thence on the line of the highway to the place of beginning.” **There is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

Hattie B.R. McGuire, (a/k/a Hattie Richardson, and Hattie Billings), and John A. McGuire conveyed all and the same lands and premises described in the Book 24, Page 223 Deed to Elizabeth Cassidy and Marie J. Lahondere in a Warranty Deed dated October 13, 1928, and recorded in the Chester Land Records in Book 31 at Page 359. **There is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

Elizabeth Cassidy and Marie J. Lahondere conveyed all and the same lands and premises described in the Book 31, Page 359 Deed to Gertrude S. Taber in a Warranty Deed dated April 2, 1937, and recorded in the Chester Land Records in Book 32 at Page 431. **There is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

Pember Hazen and Gertrude Hazen (formerly Gertrude S. Taber) subdivided the ten (10) acres referenced in the Book 32, Page 431 Deed.

Two parcels of land, being depicted as Parcel 1 on a Survey entitled "Property of Mrs. Gertrude T. Hazen, Chester Depot, Vt." prepared by DiBernardo Associates, RLS, dated May 14, 1974, and recorded in the Town of Chester Map Records at Slide 465, further being a 3.3 acre parcel located on the easterly side of the road, and a 1.8 acre parcel located on the westerly side of the road, were conveyed to Louis L. Davis and Sue-Anne Davis in a Warranty Deed from Pember Hazen and Gertrude T. Hazen dated August 29, 1980, and recorded in the Chester Land Records in Book 59 at Page 86. **Along with the lands conveyed, the Deed stated: "Included in this conveyance is all right which the Grantors may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records." – SEE BELOW FOR FURTHER CONVEYANCE OF THESE LANDS AND PREMISES.**

The remaining lands and premises of Pember Hazen and Gertrude Hazen were conveyed out as follows:

- Parcel 3 on the survey, being 1.0 acre according to the Deed and .8 acre according to the Survey, was conveyed in a Warranty Deed from Pember Hazen to Wayne C. Stowell and Linda Stowell dated July 3, 1985, and recorded in the Chester Land Records in Book 64 at Page 134 – **there is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

- Parcel 2 on the Survey, being 1.0 acre, was conveyed in a Decree of Distribution in the Estate of Gertrude T. Hazen to the Estate of Pember Hazen dated October 17, 1986, and recorded in the Chester Land Records in Book 66 at Page 62 - **there is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

- Parcel 2 was then conveyed to Thomas C. Hazen and Kathleen Hazen by Administrator's Deed of First Vermont Bank and Trust Company, Executor for the Estate of Pember Hazen, dated November 28, 1986, and recorded in the Chester Land Records in Book 66 at Page 200 - **there is no reference in this Deed to the benefit of any reversionary ownership as to the Yosemite Fire Station property.**

LOUIS L. DAVIS AND SUE-ANNE DAVIS PROPERTY (continued):

Following conveyance into Louis L. Davis and Sue-Anne Davis by Warranty Deed from Pember Hazen and Gertrude T. Hazen dated August 29, 1980, and recorded in the Chester Land Records in Book 59 at Page 86, the property was conveyed as follows:

1. Certificate of Non-Redemption and Judgment Order and Decree of Foreclosure in the matter of First Vermont Bank and Trust Company vs. Louis L. Davis and Sue-Anne Davis, Bank of Vermont, and State of Vermont, Windsor Superior Court Docket No. S0471-91WrCF dated January 9, 1992, and recorded in the Chester Land Records in Book 73 at Page 471 - **The Judgment Order and Decree of Foreclosure included a reference to: "Included in this conveyance is all right which the Grantors may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records."**
2. Order of Confirmation of Sale and Deficiency Judgment in the matter of First Vermont Bank and Trust Company vs. Louis L. Davis and Sue-Anne Davis, Bank of Vermont, and State of Vermont, Windsor Superior Court Docket No. S0471-91WrCF, dated November 23, 1992, and recorded in the Chester Land Records in Book 74 at Page 242.
3. Limited Warranty Deed from First Vermont Bank and Trust Company to Robert C. Nielsen and Frankie O. Nielsen dated December 22, 1993, and recorded in the Chester Land Records in Book 76 at Page 157 - **This Deed included a reference to: "Included in this conveyance is all right which the Grantors may have in the parcel conveyed**

to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records.”

4. Warranty Deed from Robert C. Nielsen and Frankie O. Nielsen to Ernest B. Rubsamen, Jr. and Patricia A. Rubsamen, Trustees and the successor trustees of the Ernest B. Rubsamen, Jr. and Patricia A. Rubsamen Living Trust, dated October 26, 1998, and recorded in the Chester Land Records in Book 83 at Page 96 - **This Deed included a reference to: “Included in this conveyance is all right which the Grantors may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records.”**

5. Warranty Deed from EBR & PAR, Ltd., Patricia A. Rubsamen, individually, and as Sole Trustee of the Ernest B. Rubsamen, Jr. and Patricia A. Rubsamen Living Trust to Snow Fogel Spence, LLP, dated April 23, 2008, and recorded in the Chester Land Records in Book 98 at Page 33 - **This Deed included a reference to: “Included in this conveyance is all right which the Grantor may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records, including, but not limited to, the right of reversion in the event the property is not being used as a museum.”**

6. Warranty Deed from Snow Fogel Spence LLP to James Schoen and Sarah Schoen dated April 3, 2012, and recorded in the Chester Land Records in Book 134 at Page 78 - **This Deed included a reference to: “Included in this conveyance is all right which the Grantor may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records, including, but not limited to, the right of reversion in the event the property is not being used as a museum.”**

7. Quit Claim Deed from James Schoen to Sarah Schoen dated January 30, 2014, and recorded in the Chester Land Records in Book 153 at Page 261 - **This Deed included a reference to: “Included in this conveyance is all right which the Grantor may have in the parcel conveyed to the Chester Historical Society by deed dated 30 April 1976 and recorded in Chester Land Records, including, but not limited to, the right of reversion in the event the property is not being used as a museum.”**

8. Reference is made to a Certificate of Name Change for Sarah Weingarten, formerly Sarah Schoen, dated May 28, 2015, and recorded in the Chester Land Records

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in Book 161 at Page 63. SARAH SCHOEN IS THE RECORD TITLE OWNER OF THIS PROPERTY AS OF THE DATE OF THIS TITLE MEMORANDUM.

MISCELLANEOUS:

1. Reference is made to a document entitled Fire District No. 2 Firehouse – History of a Chester Landmark, Chester Depot, Vermont, by Hugh H. Henry, Architectural Historian, dated March, 2015. This document states that the firehouse on the herein Property existed seven years before the initial subdivision of the small lot from the field in 1880, which lot was conveyed to Fire District No. Two subject to the reversionary language. According to this document, the use of the firehouse for its original purpose ended around 1974; at this time, Gertrude Taber Hazen, as an assign of Joseph R. Richardson, owned the lands contiguous to the fire station property. While there is no official record of title being conveyed to Gertrude Taber Hazen by reversion or any other deed or document, the property was conveyed by E.R. Pember Hazen and Gertrude Hazen to The Chester Historical Society dated April 20, 1976, and recorded in the Chester Land Records in Book 53 at Page 18. The Deed into The Chester Historical Society makes no reference to the 1880 reversionary language, nor does it make reference as to how Ms. Hazen took title to the property. The deed does, however, institute new reversionary language, as noted above.

This document makes further references to several grants to The Chester Historical Society for maintenance and renovation of the fire station, but I did not locate any lien of record for these grants.

2. Reference is further made to correspondence of John C. Holme, Jr., Esq., to David Pisha, Town Manager for the Town of Chester, dated July 7, 2015, regarding the Yosemite Fire Station Property, and his analysis of title to the property.

3. Reference is further made to two (2) letters from William E. Dakin, Jr., the first dated October 3, 2001, to Susan Spaulding, Town Manager for the Town of Chester, and the second dated June 10, 2015 to Ronald Patch, of the Chester Historical Society, both concerning ownership of the property. Attorney Dakin represented Sarah Weingarten, the owner of the contiguous lands as noted above.

Town of Chester

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4. Please note, that I performed a full 40 + year search on the Yosemite Fire Station property. I followed the chain for the contiguous lands, but did not perform a full 40-year search on those lands.