

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, together with Exhibits A and B, is made as of this 18<sup>th</sup> day of OCTOBER, 2023, by and between the Plaintiff, State of Vermont, Department of Forests, Parks, and Recreation, by and through the Vermont Office of the Attorney General (State), and the Defendant, Thomas Tremonte, by and through Certain Underwriters at Lloyd's London Subscribing to Policy Number: [REDACTED] (collectively Tremonte). The State and Tremonte are collectively referred to as the Parties.

In March, 2021, the State filed a civil timber trespass action against Tremonte in the Vermont Superior Court, Orleans Unit, Civil Division, entitled *State of Vermont, Department of Forests, Parks, and Recreation v. Thomas Tremonte*, Docket No. 21-CV-00536 (hereinafter, the "Matter").

The parties now desire to resolve the above Matter via execution of this Agreement and filing with the Court a Joint Stipulation for Dismissal with Prejudice in the form of the attached Exhibit A.

This Agreement has been negotiated by and between the parties in good faith, and its implementation will avoid prolonged litigation between the parties.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises, obligations and commitments set forth below, the State and Tremonte, intending to be legally bound, covenant and agree as follows:

1. Tremonte, by and through Certain Underwriters at Lloyd's London Subscribing to Policy Number: [REDACTED] shall pay Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to the State within thirty (30) days after execution of this Agreement. Payment shall be made to the State of Vermont either (1) by ACH or e-Check via the Attorney General's Office Payment Portal or (2) by check via the mail. If payment is made by credit card on the Portal, the payment amount shall be increased by 3% for the processing fee. If payment is made by check, it shall be mailed to Megan Hereth at the Vermont Office of the Attorney General, 109 State Street, Montpelier, Vermont 05609.
2. Within thirty (30) days after full execution of this Agreement, Tremonte shall remove all of his posted "no trespass" signs placed on State land. The State prior to execution of this Agreement has received Tremonte's certification in writing that this has been completed.
3. Within 5 business days of the State receiving both Tremonte's payment pursuant to paragraph 1 as well as Tremonte's certification pursuant to paragraph 2, the State shall file with the court the Joint Stipulation for Dismissal with Prejudice attached as Exhibit A.
4. **(a)** The parties agree to the boundary location identified as "RECORD BOUNDARY LINES BASED ON DEEDED DESCRIPTION" on the State's survey titled "Boundary Retracement Survey for the State of Vermont, Agency of Natural Resources, Department of Forests, Parks,

and Recreation, Hazen's Notch State Park, Westerly Line of Parkhurst Parcel, Westfield, Vermont, SPAN 717-228-10367", dated 1-3-2022, currently marked DRAFT, a copy of which is attached as Exhibit B. The parties relinquish any and all claims to unwritten rights to a different boundary location between their lands.

(b) The State shall within one year of this Agreement complete the following (3) items. The State following reasonable survey standards and in conformance with State boundary line maintenance procedure for Agency of Natural Resources parcel boundaries (as amended from time to time) shall **1)** mark and monument the boundary location identified as "RECORD BOUNDARY LINES BASED ON DEEDED DESCRIPTION" on the State's survey identified above and attached as Exhibit B, **2)** revise said survey to reflect the subpart (1) changes, and **3)** with advance copy to Tremonte, record said revised survey in the Westfield land records. The State shall pay the cost of the State completing items (2) and (3). Tremonte shall pay the cost of the State completing item (1).

5. Each party shall bear its own attorneys' fees, expenses and any and all other costs related to this matter, including with the negotiation, preparation, execution, and delivery of this Agreement.
6. To the extent that any other actions, including execution and delivery of further documents, are required to be taken by the parties to

effectuate this Agreement, each party agrees to take such actions as may be reasonably required to carry out the terms of this Agreement.

7. This Agreement is a compromise of disputed claims that fully and finally settles all claims of the parties, including their agents, attorneys, insurers, adjusters, successors, and assigns arising from the facts alleged in the Complaint. To the extent that a party possessed any claim or claims that were or could have been asserted against a party arising from the facts alleged in the Complaint, those claims are released by the parties.
8. The parties represent that they have not sold, assigned, conveyed, disposed of, granted a security interest in or lien on, or otherwise transferred any claim purported to be released by this Agreement.
9. The parties expressly represent that no other person or governmental or private entity that is not bound by this Agreement has an interest in this Agreement. Nothing in this Agreement shall be construed to create or deny any rights in, or grant or deny any cause of action to, any person not a party to this Agreement.
10. Each party warrants and represents that it has read and understands this Agreement and has been represented by legal counsel in connection with this Agreement, that before executing and delivering this Agreement each party has completely read the terms of this Agreement, that the terms of the Agreement are fully understood and

voluntarily accepted by it, and that it has authorized its undersigned representative to sign, execute and deliver this Agreement on its behalf as a voluntary act and deed on the date and year in this Agreement after-mentioned, with all necessary approvals, and without any fraud or under any duress. Each party has relied solely and completely on its own judgment and the advice of its own legal counsel in reaching this settlement and executing this Agreement.

11. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and to the resolution of the above matter. The parties have not relied on any oral statements, promises, or inducements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by authorized representatives of the parties.
12. The parties further warrant that they will not challenge or contest the validity of this Agreement and that they forever waive any defense to its validity, including any defense based on any claim the Agreement is ultra vires, violative of sovereign immunity, or otherwise void.
13. The terms of this Agreement are contractual and not recitals only.
14. This Agreement shall be construed and interpreted in accordance with the laws of the State of Vermont, and the Vermont Superior Court, Orleans Unit, shall have jurisdiction to hear and resolve any claims

made hereunder, including all claims by any party to enforce or interpret the Agreement.

15. Time is of the essence for each and every provision of this Agreement.
16. The parties to this Agreement agree that it was negotiated fairly between them at arms' length and that the final terms of this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party on the grounds that the party drafted or was more responsible for drafting its terms.
17. This Agreement may be executed in one or more counterparts. All counterparts will constitute one instrument binding on the signatories upon execution of one or more counterparts by all parties. An electronic or facsimile signature shall be sufficient to bind the signing party.

The parties have executed this Settlement Agreement and Release as of the date stated above.

[signature pages follow]

DATED at WATERBURY, Vermont, this 18<sup>th</sup> day of OCTOBER, 2023.

**STATE OF VERMONT**

**CHARITY R. CLARK  
ATTORNEY GENERAL**

By:

  
\_\_\_\_\_  
Megan R. W. Hereth  
Assistant Attorney General  
109 State Street  
Montpelier, Vermont 05609  
megan.hereth@vermont.gov  
(802) 828-3186

DATED at Londonderry, New Hampshire, this 2 day of October,  
2023.

**DEFENDANT**  
**Thomas Tremonte**

By: 

Print Name: Thomas Tremonte

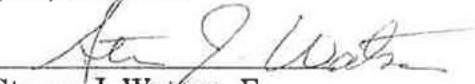
Title: \_\_\_\_\_

Approved as to form at Portsmouth, New Hampshire, this 6 day of  
October, 2023

**DEFENDANT'S COUNSEL**

By: 

Jonathan R. Voegele  
SHEEHAN PHINNEY  
1000 Elm Street, 17th Floor  
Manchester, NH 03105-3701  
jvoegele@sheehan.com  
(603) 627-8326



Steven J. Watson, Esq.  
Brooks & Watson, PLC  
1 Lake Street  
St. Albans, VT 05478  
steve@brookswatsonplc.com  
(802) 524-9722



# EXHIBIT A

STATE OF VERMONT

SUPERIOR COURT  
ORLEANS UNIT

CIVIL DIVISION  
Docket No. 21-cv-00536

STATE OF VERMONT  
DEPARTMENT OF FORESTS,  
PARKS, AND RECREATION,  
Plaintiff,

v.

THOMAS TREMONTE,

**JOINT STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Vermont Rule of Civil Procedure 41(a)(2), Plaintiff, State of Vermont, Department of Forests, Parks, and Recreation, and Defendant, Thomas Tremonte, hereby stipulate to the voluntary dismissal with prejudice of all claims in this action, with each party bearing its own attorneys' fees and costs, and all rights of appeal waived.

Dated at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PLAINTIFF  
STATE OF VERMONT

DEFENDANT  
THOMAS TREMONTE

CHARITY R. CLARK  
ATTORNEY GENERAL

By: \_\_\_\_\_

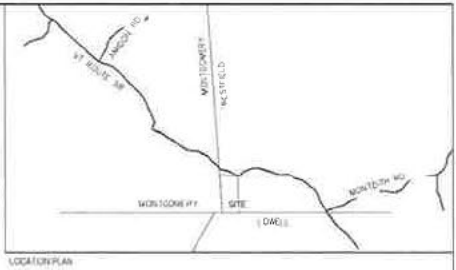
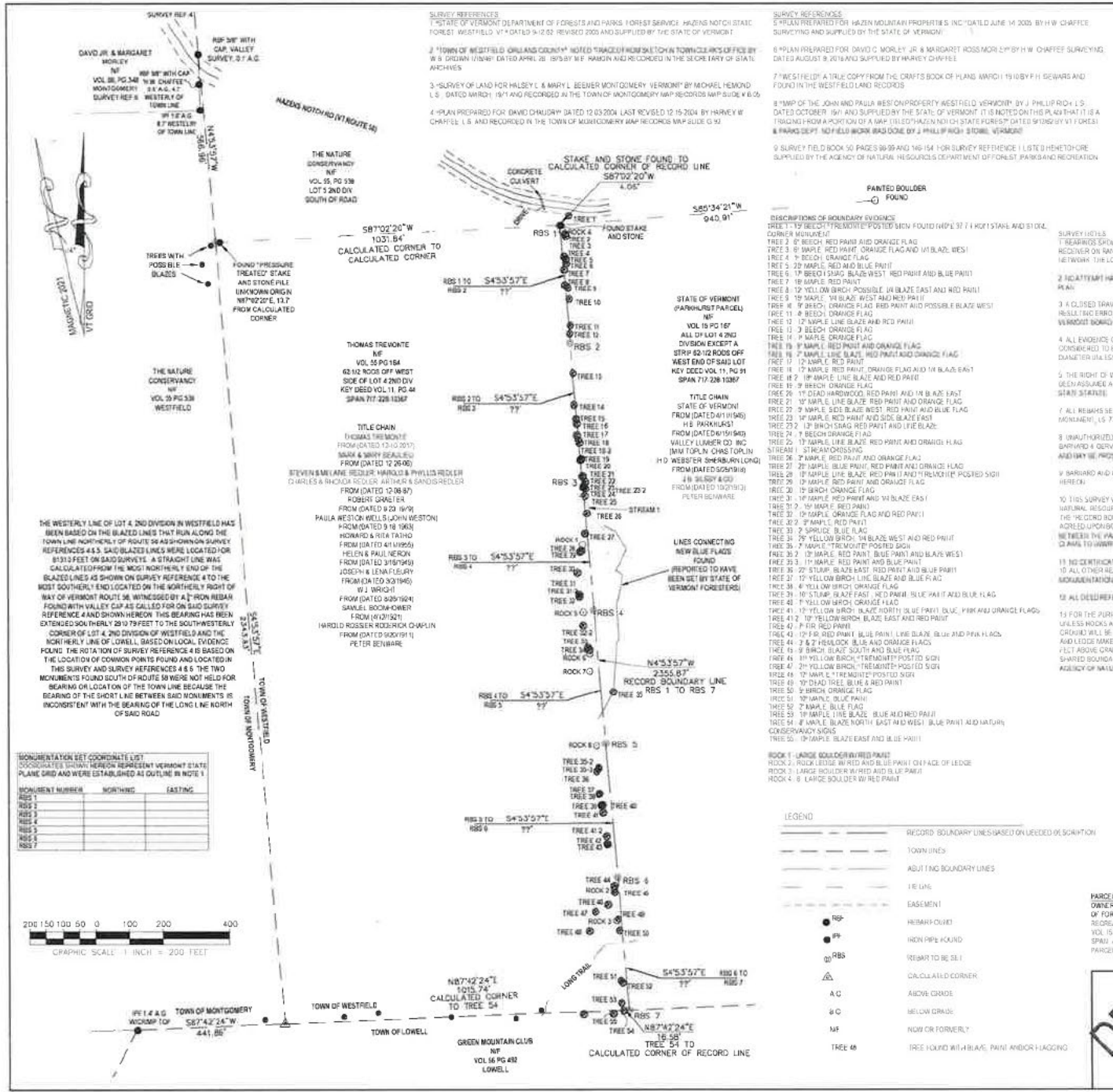
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1000 Elm Street, 17th Floor  
Manchester, NH 03105-3701  
jvoegele@sheehan.com  
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By: \_\_\_\_\_

Megan R.H. Hereth  
Assistant Attorney General  
109 State Street  
Montpelier, Vermont 05609  
megan.hereth@vermont.gov  
(802) 828-3186

\_\_\_\_\_  
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# EXHIBIT B

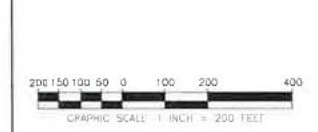


THE WESTERLY LINE OF LOT 4, 2ND DIVISION IN WESTFIELD HAS BEEN BASED ON THE BLAZED LINES THAT RUN ALONG THE TOWN LINE NORTHERLY OF ROUTE 36 AS SHOWN ON SURVEY REFERENCES 44.3. SAID BLAZED LINES WERE LOCATED FOR 831.0 FEET ON SAID SURVEY. A STRAIGHT LINE WAS CALCULATED FROM THE MOST NORTHERLY END OF THE BLAZED LINES AS SHOWN ON SURVEY REFERENCE 4 TO THE MOST SOUTHERLY END LOCATED ON THE NORTHERLY RIGHT OF WAY OF VERMONT ROUTE 36. WITNESSED BY A 1\"/>

**MONUMENTATION SET COORDINATE LIST**

COORDINATES SHOWN HEREON REPRESENT VERMONT STATE PLANE GRID AND WERE ESTABLISHED AS OUTLINE IN NOTE 1

MONUMENT NUMBER	NORTHING	EASTING
RBS 1		
RBS 2		
RBS 3		
RBS 4		
RBS 5		
RBS 6		
RBS 7		



**SURVEY REFERENCES**

- STATE OF VERMONT DEPARTMENT OF FORESTS AND PARKS FOREST SERVICE HAZENS NOTCH STATE FOREST WESTFIELD VT DATED 9-2-82 REVISED 2003 AND SUPPLIED BY THE STATE OF VERMONT
- TOWN OF WESTFIELD ORLAND GRANT'S NOTED TRACTS FROM SUTTON TOWN RECORDS OFFICE BY W B DRUM (UNR) DATED APRIL 28, 1875 BY M F RAMON AND RECORDED IN THE SECRETARY OF STATE ARCHIVES
- SURVEY OF LAND FOR HALSEY & MARY L BEEMER MONTGOMERY VERMONT BY MICHAEL HEMOND L.S. DATED MARCH 1871 AND RECORDED IN THE TOWN OF MONTGOMERY MAP RECORDS MAP BLUZE V 6.2
- PLAN PREPARED FOR DAVID CHAFFEE DATED 12-03-2001 LAST REVISED 12-15-2004 BY HARVEY W CHAFFEE L.S. AND RECORDED IN THE TOWN OF MONTGOMERY MAP RECORDS MAP BLUZE V 6.2

**SURVEY RESOURCES**

FIELD PREPARED FOR HAZEN MOUNTAIN PROPERTIES INC. DATED JUNE 14, 2003 BY H W CHAFFEE SURVEYING AND SUPPLIED BY THE STATE OF VERMONT

PLAN PREPARED FOR DAVID C MORLEY JR & MARGARET ROSS MORLEY BY H W CHAFFEE SURVEYING DATED AUGUST 9, 2018 AND SUPPLIED BY HARVEY CHAFFEE

FIELD COPY FROM THE DRAFTS BOOK OF PLANS MW011 1910 BY F H SEWARS AND FOUND IN THE WESTFIELD RECORDS

PLAN OF THE JOHN AND PAULA WEST CONVEYANCE WESTFIELD VERMONT BY J PHILIP ROCH L.S. DATED OCTOBER 27, 1910 AND SUPPLIED BY THE STATE OF VERMONT. IT IS NOTED ON THIS PLAN THAT IT IS A TRACT FROM A PORTION OF A MAP (FILED HAZEN MOUNTAIN STATE FOREST DATED 9/2/82 BY V1 FOREST) & FOLLOWS DEPT. OF FIELD WORK AND DONE BY J PHILIP ROCH L.S. VERMONT

SURVEY FIELD BOOK 50 PAGES 38-39 AND 146-154 FOR SURVEY REFERENCE 1. LISTED HAZENS NOTCH SUPPLIED BY THE AGENCY OF NATURAL RESOURCES DEPARTMENT OF FOREST, PARKS AND RECREATION

**DESCRIPTIONS OF BOUNDARY EVIDENCE**

TREE 1: 1\"/>

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RBS 6		
RBS 7		



**STATE OF VERMONT (PARISHURST PARCEL)**

NP VOL 19 PG 167 ALL OF LOT 4 2ND DIVISION EXCEPT A STRIP 62.122 RODS OFF WEST END OF SAID LOT KEY DEED VOL 11, PG 91 SPAN 717-228-1387

**TITLE CHAIN**

STATE OF VERMONT FROM (DATED 11/18/45) H G PARKHURST VALLEY LUMBER CO INC (BANK TOWN CHAS TOWN) TO WESTER SHEPHERD (LONG) FROM (DATED 05/19/18) J B SHEPHERD & CO FROM (DATED 1921/31) PETER BISHWARE

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**PAULA WEST OR WELLS (WESTON)**

FROM (DATED 9-8-1963) HOWARD & RITA TATNO FROM (IDA FED 4/11/1955) HELLEN PAULNERON FROM (DATED 3/15/1949) JOSEPH & LENA FLEURY FROM (IDA 3/21/1945) W J DRUMCH FROM (DATED 9-29-1924) SAMUEL BOOMER FROM (ID 10/19/21) HAROLD ROSSER ROSSER-ROCK CHAPLIN FROM (DATED 500/19/1) PETER BISHWARE

**THE NATURE CONSERVANCY**

NP VOL 39 PG 538 WESTFIELD

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NP VOL 39 PG 538 WESTFIELD

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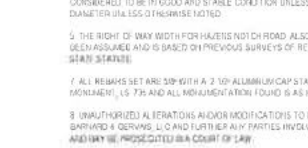
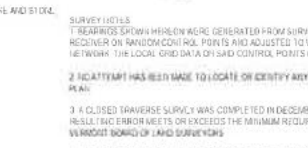
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**BARNARD & GERVAIS, LLC**

Land Surveying  
Writing & Witnessing  
Eminent Domain Consulting

**BOUNDARY RETRACEMENT SURVEY FOR THE STATE OF VERMONT AGENCY OF NATURAL RESOURCES DEPARTMENT OF FORESTS, PARKS AND RECREATION**

**HAZENS NOTCH STATE PARK WESTERLY LINE OF PARKHURST PARCEL WESTFIELD, VERMONT SPAN 717-228-1387**

DATE: 1-13-2022  
BY: J. W. GERRARD  
DRAWN BY: J. W. GERRARD  
CHECKED BY: J. W. GERRARD  
DATE: 1-13-2022

THIS PLAN AND LATEST REVISIONS SHALL BE VALID FOR THE PURPOSE SHOWN HEREON.

LEGEND

- RECORD BOUNDARY LINES BASED ON LEGGED DESCRIPTION
- TOWN LINES
- ADJUTING BOUNDARY LINES
- TR LINES
- EASEMENT
- REMARK CORNER
- NON PPS FOUND
- REMARK TO BE SET
- CALCULATED CORNER
- ALIVE CORNER
- BELOW GRADE
- NON OR FORMERLY
- TREE FOUND WITH BLAZE, PAINT AND/OR FLAGGING

**DRAFT**