

CLASSIFIED ADS

classifiedads@valleyreporter.com

(802) 496-3928

Residential Rentals

**UNFURNISHED, 1 BEDROOM** apartment, Waitsfield Village, convenient to all town amenities. No

smoking or pets. \$775, first, last and security deposit. 802-503-5452.

35-37P

**STUDIO APARTMENT**, Waitsfield Village near Bridge Street. Unfurnished. Pet-free, nonsmokers. \$675 plus utilities, first, last and security deposit. References. 802-503-5452.

35-37P

**WAITSFIELD: 3 BEDROOM, 2** bath + office with separate entrance. Total 1600 sq ft. Furnished

33-38P

or partially furnished. Deck, blue-stone patio, on demand hot water plus numerous extras. Lovely setting on 15 acres. Rent of \$1600, includes heat, hot water, electric, property maintenance and Dish Network. No pets, no smoking. Possible rent reduction in return for property maintenance. First, last + damage deposit. Pictures at home-away.com listing #923923. Owner, 496-5166.

**CONDOMINIUM, COZY 1BR**, second floor, warm, safe. Living room, hot tub. 3 miles from Sugarbush. \$850/month. 802-434-5459, paulbolton9@gmavt.net.

37P

**2/3 BEDROOM**, multi-level apt in Warren Village -available 2/1/15. \$950 per month plus utilities. Polite pets welcome. Call Susan @ 595-9735.

37-39P

**4BR SINGLE-FAMILY** home, \$1550/month. Available early February, 2 car garage, Waterbury Village, dead end street. Call John Magnus at 802-316-2756.

37-39P

Services

**eSUBSCRIPTIONS.** We'll send you a link via email every Thursday morning so you can read the entire issue of *The Valley Reporter* online. \$18.50/year. (802) 496-3607. subscriptions@valleyreporter.com.

RO

**WRITING, EDITING** and proof-reading services available. Professional and reliable. Reasonable rates. References available. 496-4484.

RO

**FREE SUPPORT TO FAMILIES** of children with special needs. Anything from navigating the education system to accessing resources. Call Cheryl at 496-4690 or Julie at 496-5610.

RO

**Town of Warren  
Notice and Public Explanation of a  
Proposed  
Activity in the 100-year Floodplain**

To: All Interested Agencies, Groups, and Individuals

This is to give notice that the Town of Warren is applying for a grant of \$301,033 of Department of Housing & Urban Development money granted from the State of Vermont's Vermont Community Development Program to improve Main Street. As a requirement of this grant agreement the City has conducted an evaluation as required by Section 2 (a)(4) of Executive Order 11988 for Floodplain Management, and by Section 2 (b) of Executive Order 11990 for the Protection of Wetlands, and is implemented by HUD Regulations found at 24 CFR 55.20 (b) for the HUD action that is within and/or affects a floodplain or wetland.

The portion of the proposed project directly adjacent to the Freeman Brook bridge is located within the FEMA designated floodplain and Town flood hazard zone. The proposed project will visually "narrow" Main Street between Brook Road and the Freeman Brook bridge using paving surfaces, install movable planters, maintain parallel parking, implement sidewalk enhancements, install crosswalks & wayfinding signage. The proposed redevelopment will be constructed in accordance with the Town Flood Hazard Area Regulations.

The Town of Warren has determined that it has no practicable alternative to improving Main Street area within the floodplain other than the proposed project. This activity will have no significant negative impact on the environment. The proposed redevelopment will be constructed in accordance with the Town Flood Hazard Area Regulations.

Written comments must be received by the Town of Warren at the following address on or before, October 31, 2014: (7 days after issuance): The Town Administrator's Office, PO Box 337, Warren, Vermont 05674. Attention: Cindi Hartshorn-Jones.

Date Issued: Thursday, October 23, 2014

**TOWN OF WAITSFIELD  
NOTICE of WAITSFIELD SELECTBOARD  
PUBLIC HEARING  
to Consider Proposed Charter  
Monday, January 26, 2015, 7:00 PM  
Monday, February 9, 2015, 7:00PM  
Waitsfield Town Office**

The Waitsfield Selectboard will convene public hearings on Monday, January 26, 2015, 7:00 PM and February 9, 2015, 7:00 PM, at the Waitsfield Town Office in accordance with 17 VSA Chapter 55 §2645 to consider the adoption of a new Town of Waitsfield Charter to be voted by Australian ballot at Town Meeting on March 3, 2015. Below is an outline of the proposed Charter:

1. Corporate existence retained
2. General law application
3. Powers of the Town
4. Elected Officers
5. Appointed Officers

The full document is available for review at the Waitsfield Town Office during regular business hours and on-line at www.waitsfieldvt.us. Interested citizens are invited and encouraged to attend the hearing or submit comments in writing to the Waitsfield Selectboard, 9 Bridge Street, Waitsfield, VT 05673 or e-mail at townadmin@madriver.com.  
Valerie Capels  
Town Administrator

STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT

TD BANK, N.A., Successor by Merger to  
TD Banknorth, N.A.

Plaintiff,

v.

LINDSAY S. BARKAN, IRWIN J. BARKAN;  
WILTZ LMTED PARTNERSHIP,  
NNA ASSOCIATES, and  
OCCUPANTS at 184 Bragg Hill Road,  
Fayston, VT 05673,  
Defendant(s).

CIVIL DIVISION  
DOCKET NO. 251-4-11

**NOTICE OF SALE**

A Stipulated Judgment and Decree of Foreclosure by Judicial Sale was entered on October 20, 2014, 2014, concerning land and premises secured by the following: Mortgage Deed #1 from Lindsay S. Barkan, Irwin J. Barkan and Wiltz, LP to MERS as nominee for TD Banknorth, N.A. n/k/a TD Bank, N.A. dated April 2, 2007, recorded April 9, 2007 at 1:20 pm in Volume 108, Pages 341-360 and assigned by MERS to TD Bank, N.A. by Assignment of Mortgage dated February 3, 2011, recorded February 9, 2011 in Volume 121, Page 547 of the Town of Fayston Land Records; and Mortgage Deed #2 from Lindsay S. Barkan, dated November 13, 2007, and recorded on December 27, 2007, in Volume 110, at Page 621-625 of the Town of Fayston Land Records. There was no redemption.

The premises shall be sold at Public Auction on **February 3, 2015 at 12:00 noon, at the Property located in the Town of Fayston, Vermont with an address of 184 Bragg Hill, Road.** The Property to be sold is all and the singular land and premises described more particularly as follows:

**Mortgage Deed #1:**

Two parcels of land in the Town of Fayston, Vermont, more particularly described as follows:

Being part of all and the same lands and premises as were conveyed to Wiltz, L.P. by warranty deed of Bruce S. Quinby and Shirley M. Quinby dated September 12, 2006 in Book 106 at page 168-169 of the land records of the Town of Fayston, and

Being more particularly described as Lot 2 as shown on a map entitled "Survey and Subdivision of the lands of Wiltz, L.P., Bragg Hill Road, Fayston, Vermont" scale 1"=50', McCain Consulting, Inc. 93 Main Street, Waterbury, Vermont 05676, Dated: February 6, 2007.

**Parcel Two**

Being all and the same lands and premises as were conveyed to Lindsay S. Barkan by warranty deed for Michael E. Kujala and Joyce L. Kujala dated April 17, 2003 and recorded in Book 91 at page 411 of the Land Records of the Town of Fayston.

Being all and the same lands and premises as were conveyed to Michael E. Kujala and Joyce L. Kujala by warranty deed of Gertrude E. Funk dated May 9, 1991 and recorded Book 59 at page 24 of the Land Records of the Town of Fayston.

**Mortgage Deed #2:**

184 Bragg Hill Road  
Fayston VT 05673  
Lindsay S. Barkan

The land with the building thereon situated in Fayston, Washington County, State of Vermont known and being numbered: 184 Bragg Hill Road

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of Michael E. Kujala and Joyce L. Kujala to Lindsay S. Barkhan, dated 04/17/2003 and filed with the Waitsfield Town Office - Land Records, Land Records Book 91, Page 411; wherein a more detailed description of the premises is set forth.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and further improvements, structures, fixtures, and replacement that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

**Terms of Sale:**

The Property will be sold in its entirety "AS-IS, WHERE IS, WITH ALL FAULTS" (known or unknown), with no representations or warranties of any kind what-so-ever, to the highest bidder as a single unit. It is up to each bidder to perform it's own due diligence with respect to the Property prior to the Public Sale that a bidder deems sufficient.

The Property will be sold subject to and the high bidder will be responsible for payment of any and all, delinquent and current, taxes, municipal assessments, with all penalties and interest, and any association fees and/or superior liens not extinguished by this foreclosure action. The Property will be sold subject to restrictions, improvements, covenants, tenancies, rights, encumbrances and matters of any kind and every nature of which may take precedence over the lien of the Mortgage being foreclosed.

The high bidder shall pay a deposit of at least \$10,000.00 or ten percent (10%) of the bid, whichever is greater, in cash, treasurer's check or certified check at the time of Public Sale, provided the full ten percent (10%) due within three (3) business days of the Public Sale. The balance of the high bid to be due and paid at closing. Closing to take place within forty-five (45) days of the auction or ten (10) business days after confirmation by the court whichever is longer. The sale is subject to confirmation by the Vermont Superior Court. Failure to pay the balance of the purchase price when due will result in

forfeiture of the deposit to be applied to cover the expenses of sale and of any subsequent sale, with any amounts remaining to be retained by TD Bank, N.A. See Judgment and Decree of Foreclosure by Judicial Sale for additional terms and conditions.

The successful bidder, other than Mortgagee, will have to sign a no contingency transfer agreement or other memorandum of public sale setting forth the terms of sale. A copy will be available at the sale or can be obtained in advance of sale from Woodward & Kelley, PLLC. Other terms are to be announced at the sale or inquire at Woodward & Kelley, PLLC.

If there is any change to the date or time of the auction you will be given notice, not less than twenty-one (21) days prior to sale, providing you with the exact date and time of the sale.

Pursuant to 12 V.S.A. §4949 the mortgagor may have additional rights to redeem the property up to date of sale by paying the full amount due.

The sale to be conducted by Vermont licensed auctioneer, Harv Levin, Inc., PO Box 2114, New Castle, NH 03854, telephone (603) 436-8488.

Dated at South Burlington, Vermont this 30th day of December, 2014.

Attorneys for TD Bank, N.A.

By: S/  
Marikate E. Kelley  
Woodward & Kelley, PLLC  
1233 Shelburne Road, Suite D-3  
South Burlington, VT  
(802) 652-9955