

Appeal Period Expires <u>2/21</u> Zoning District <u>AR</u>	<b>Town of Essex, Vermont</b> <b>Application for Zoning Permit</b> www.essex.org	Application Date <u>1/1</u> Permit Number <u>2021-11</u>
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All construction is to be completed in accordance with the Town of Essex Zoning Regulations and any/all federal or state regulations now in effect. You are required to post this permit in a conspicuous location on the property during the appeal period and it must remain posted throughout the construction period. **You are required to contact the necessary state agencies to obtain state permits @ 477-2241 (Jeff McMahon, Permit Specialist).**

Any interested person may appeal the decision of the Zoning Administrator to the Zoning Board of Adjustment within fifteen (15) days of the permit's date of issuance. Commencing construction within this fifteen (15) day appeal period is prohibited by law.

Signed: Variable to fence SK

<b>A Parcel Account Numb. (Map-Parcel-Lot) 2-014-015-603</b> (found in Town Assessor's Office) Property Address: <u>101 Brigham Hill Rd</u> Owner: <u>Renee &amp; Brad LaFontaine</u> Owner Address: <u>113 Brigham Hill Rd, Essex</u> Owner Phone: (work) _____ (home) _____ (cell) <u>802-598-2334</u> (Email) _____ Contractors name: <u>Cedar Creek Home Improvements</u> Phone: _____ Cell: <u>324-2612</u> Estimated Construction Dates: Start: <u>1/1</u> Completion: <u>1/1</u> Sq. Feet: <u>4500</u> Estimated Cost (labor & materials): \$ <u>50,000</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-weight: bold;">G</td> </tr> <tr> <td>           Check box(es) which describe proposed use or construction (circle choice in parenthesis)            N = New A = Addition R = Remodel  <b>Residential:</b> <u>See attached settlement agreement</u>            Single Family <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>            Two-family (duplex) (other) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Multi-family <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Condominium / Townhouse <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Mobile home <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <b>Inclusions or Additions:</b>            Garage (attached) (detached) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Porch (enclosed) (open) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Deck <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Pool (in) (above) ground <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Shed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Barn (residential) (agriculture) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <b>Non-residential:</b>            Commercial / Industrial <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <b>Stormwater:</b>            Stormwater <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Erosion Control <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  <b>Other:</b>            Change in use <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Miscellaneous <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>            Renewal <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </td> </tr> </table>	G	Check box(es) which describe proposed use or construction (circle choice in parenthesis) N = New A = Addition R = Remodel <b>Residential:</b> <u>See attached settlement agreement</u> Single Family <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Two-family (duplex) (other) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Multi-family <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Condominium / Townhouse <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Mobile home <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Inclusions or Additions:</b> Garage (attached) (detached) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Porch (enclosed) (open) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Deck <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Pool (in) (above) ground <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Shed <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Barn (residential) (agriculture) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Non-residential:</b> Commercial / Industrial <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Stormwater:</b> Stormwater <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Erosion Control <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Other:</b> Change in use <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Miscellaneous <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Renewal <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																		
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<b>G</b> <u>* This permit voids out zoning permit #2020-169 issued on 9-25-2020, for the placement of a duplex. The location of this proposed duplex, OR single-family house, shall adhere to the areas agreed upon as noted in the attached Settlement Agreement. no further submission of the lot Agreement.</u> Signature of Tenant and Signature of Owner <u>Renee LaFontaine</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center; font-weight: bold;">Office Use Only</td> </tr> <tr> <td style="width:15%;">Fees:</td> <td style="width:15%;">Type</td> <td style="width:20%;">Amount</td> <td style="width:50%;">Date Pd</td> </tr> <tr> <td>Permit</td> <td></td> <td>\$ <u>see permit</u></td> <td><u>1/1</u></td> </tr> <tr> <td>Recreation</td> <td></td> <td>\$ _____</td> <td><u>1/1</u></td> </tr> <tr> <td>Recording</td> <td></td> <td>\$ _____</td> <td><u>1/1</u></td> </tr> <tr> <td>Certificate of Occ</td> <td></td> <td>\$ <u>2020-169</u></td> <td><u>1/1</u></td> </tr> <tr> <td>Other</td> <td></td> <td>\$ <u>(attached 1)</u></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center; font-weight: bold;">Building Permit</td> </tr> <tr> <td>Approved <input checked="" type="checkbox"/></td> <td>Rejected <input type="checkbox"/></td> <td>Date</td> <td><u>1/20/2021</u></td> </tr> <tr> <td colspan="4">Issued to: <u>Renee J. &amp; Brad S. LaFontaine</u></td> </tr> <tr> <td colspan="4">Zoning Administrator: <u>Tara L. Kelly</u></td> </tr> <tr> <td colspan="4">Notes: <u>Energy into Energy</u> <u>prior to construction, the</u> <u>landowner shall confirm placement</u> <u>choice and cost.</u></td> </tr> <tr> <td>C.O. Required</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td></td> </tr> </table>	Office Use Only				Fees:	Type	Amount	Date Pd	Permit		\$ <u>see permit</u>	<u>1/1</u>	Recreation		\$ _____	<u>1/1</u>	Recording		\$ _____	<u>1/1</u>	Certificate of Occ		\$ <u>2020-169</u>	<u>1/1</u>	Other		\$ <u>(attached 1)</u>		Building Permit				Approved <input checked="" type="checkbox"/>	Rejected <input type="checkbox"/>	Date	<u>1/20/2021</u>	Issued to: <u>Renee J. &amp; Brad S. LaFontaine</u>				Zoning Administrator: <u>Tara L. Kelly</u>				Notes: <u>Energy into Energy</u> <u>prior to construction, the</u> <u>landowner shall confirm placement</u> <u>choice and cost.</u>				C.O. Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
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**THIS PERMIT VALID FOR TWELVE (12) MONTHS FROM DATE OF ISSUE**

Appeal Period Expires 10/10/2020 Town of Essex, Vermont  
 Zoning District AR Application for Zoning Permit  
 www.essex.org Application Date \_\_\_\_\_  
 Permit Number 2020-169

All construction is to be completed in accordance with the Town of Essex Zoning Regulations and any/all federal or state regulations now in effect. You are required to post this permit in a conspicuous location on the property during the appeal period and it must remain posted throughout the construction period. You are required to contact the necessary state agencies to obtain state permits @ 477-2241 (Jeff McMahon, Permit Specialist).  
 Any interested person may appeal the decision of the Zoning Administrator to the Zoning Board of Adjustment within fifteen (15) days of the permit's date of issuance. Commencing construction within this fifteen (15) day appeal period is prohibited by law.  
 Signed: [Signature]

Parcel Account Number (Map Parcel-Lot) 2-014-015-202 **G**  
 Property Address: 101 Brighton Hill Rd.  
 Owner: Renee & Brad Lafontaine  
 Owner Address: 113 Brighton Hill Rd. Essex  
 Owner Phone: (work) 802 253 2334 (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (email) VLN@essexvt.com  
 Contractors name: Cedar Creek Water Improvement Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Estimated Construction Dates: Start: 4/1/20 Completion: 12/31/20  
 Sq. Feet: 4450 Estimated Cost (labor & materials): \$500,000

Check box(es) which describe proposed use or construction (circle choice in parenthesis).  
 N = New A = Addition R = Remodel  
 Residential:  
 Single Family unfinished basement  N  A  R  
 Two-family (duplex) (other)     
 Multi-family     
 Condominium / Townhouse     
 Mobile home     
 Inclusions or Additions: 2 car level  
 Garage (attached) (detached)     
 Deck (enclosed) (open)     
Deck on each  
 Pool (in) (above) ground     
 Shed     
 Barn (residential) (agriculture)     
 Non-residential:  
 Commercial / Industrial     
 Stormwater:  
 Stormwater     
 Erosion Control     
 Other:  
 Change in use     
 Miscellaneous     
 Renewal

**B** Sewage Disposal (Please attach Sewer or Septic Application)  
 Public  Private  Connection Fee \$ \_\_\_\_\_ Date Paid \_\_\_\_\_  
 Proposed New Bedrooms: 6 Existing Bedrooms: 3 bedrooms in each unit  
WW-4-3547-2

**C** Water (Please attach Water Service Application)  
 Public  Private  Fee \$ 12000 Date Paid: 1/1  
WW-4-3547-2

**D** Driveway (Please attach copy of approved Curbscut / Utility Application).  
 Date of approval 12/27/19 Existing Curbscut attached

**E** Stormwater  
 Project disturbs an area greater than or equal to 1 acre – Erosion Control Permit Required. Attach completed permit application.  
 Project creates new or expands existing impervious surface greater than or equal to 1/2 acre – Erosion Control Permit and Stormwater Management Permit required. Attach completed permit application.

**F** Diagram – Show a sketch of project on reverse of this application with property lines, building, and setbacks or attach separate sheet.

**G** See attached Plans.  
 Signature of Tenant and Signature of Owner Renee Lafontaine

**Office Use Only**  
 Fees: Type Amount Date Pd  
 Permit \$ 12,500.00  
 Recreation \$ 946.00 9/17/20  
 Recording \$ 30.00 11/2/20  
 Certificate of Occ \$ 75.00 1/1  
 Other \$ \_\_\_\_\_  
 Building Permit Approved  Rejected  Date 9/25/2020  
 Issued to: Renee & Brad Lafontaine  
 Zoning Administrator: Sharon T. Kelley  
 Notes: Energy info given  
need to do in 2 weeks per D.C.O.  
this lot is included in a Settlement Agreement  
 C.O. Required Yes  No

101 Brigham Hill Road  
Essex

### LOT 3 SETTLEMENT TERMS (12/31/2020)

The development of Lot 3 permitted by the parties includes the construction of a duplex structure on the east side of the lot as well as the driveway to access the site, underground utilities, and the construction of mounds systems and drilled well to provide water and wastewater systems per ANR permit WW-4-3597-2.

The building size will be limited to 4,500 square feet of above grade residential space and further subdivision of the lot is prohibited. The residential space limitation does not apply to other types of structures to include agricultural buildings, sheds, garages or similar accessory non-residential structures)

In the alternative, the duplex may be constructed closer to Brigham Hill Road but will be limited to a height of 25 feet and can be no closer than 185 feet to the road. All other site development improvements to include driveway, and water and wastewater systems will conform to the ANR permit.

Either building site will allow the construction of a single family dwelling as opposed to the proposed duplex.

**TOWN OF ESSEX, VERMONT  
APPLICATION FOR CURB CUT / UTILITY PERMIT**

Pursuant to Title 19 V.S.A. Section 43. Application for curb cut and Utility Installation in Town Right-of-Way

All applications for curb cuts and utility installations shall be submitted to the Director of Public Works / Town Engineer for review. Applicants shall submit the information requested on this form and any additional information requested by the Director of Public Works / Town Engineer for a clear understanding of this application. The permit is issued under authority of the Town Manager in accordance with Section 601 of the Town Charter and 24 V.S.A. paragraph 1236 (2).

Application No. \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_  
Property Address: 101 Brigham Hill Rd  
Owner Address: 113 Brigham Hill Rd  
Owner Name: Brid & Renee Lafountain (R)  
Phone Number: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) 598-2334  
Tax Map # 014 Tax Parcel 015 Tax Lot 603

Application is for: (check one) proposed duplex  
A) New Curb Cut  B) Utility Installation: Overhead  Underground

Please use attached diagram to describe location and type of installation.

Comments be Director of Public Works / Town Engineer:

Culvert: Yes  No  Water Bar(s): Yes  No

Culvert Diameter: (18 inch minimum) \_\_\_\_\_ Total length of Culvert: (30 foot minimum) \_\_\_\_\_

\*\*\* FOR OFFICE USE ONLY \*\*\*

Signature of Owner:  
Renee Lafountain

Fee Paid \$ N/A

Approved  Rejected

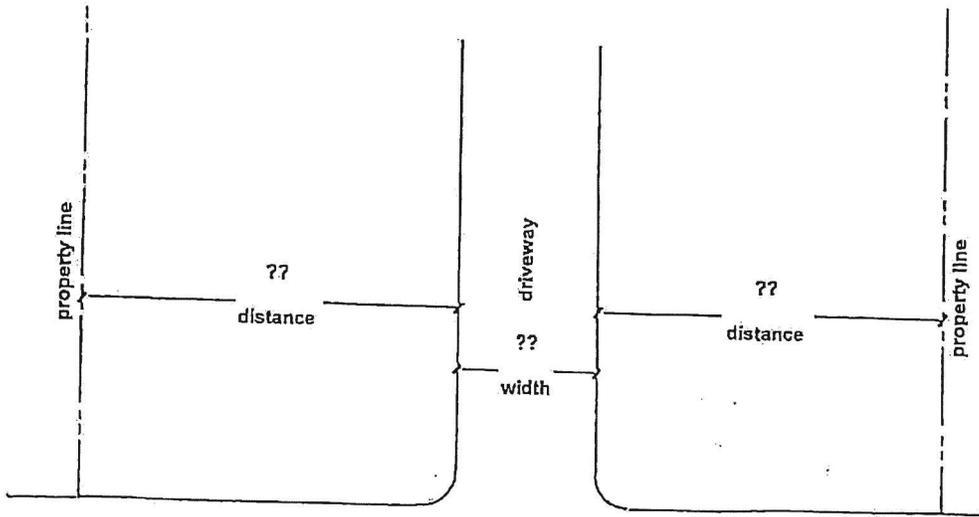
w/ CONDITIONS

[Signature]  
Per Authority of the Town Manager by the  
Director of Public Works / Town Engineer

1. Culvert must be HIGH DENSITY POLYETHYLENE (HDPE) PIPE
2. Culvert will be purchased by the Applicant
3. Culvert will be purchased and installed by the applicant. The Town of Essex Department of Public Works will inspect.

Note: A MINIMUM OF 24 HOURS NOTICE IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION. WITHIN 24 HOURS OF COMPLETION, THE APPLICANT IS REQUIRED TO NOTIFY THE DIRECTOR OF PUBLIC WORKS / TOWN ENGINEER FOR INSPECTION PURPOSES.

To Be Staked.

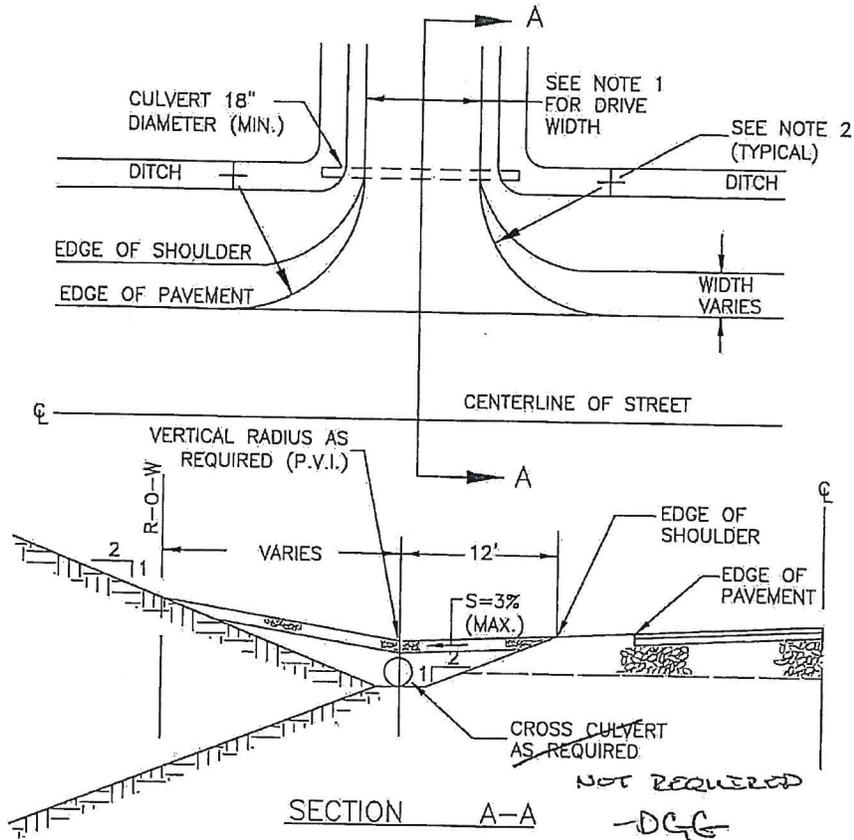


101 Bigham Hill Rd  
STREET NAME

Comments and / or special instructions from Director of Public Works / Town Engineer :

- CULVERT NOT REQUIRED SINCE LAND SLOPES AWAY FROM THE ROAD.
- DRIVE MUST BE AT LEAST SIX (6) FEET AWAY FROM ADJACENT PROPERTY LINE.
- SEE ATTACHED DRIVE DETAIL FOR LAYOUT, GRADE & CONSTRUCTION REQUIREMENTS

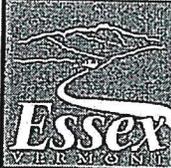
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-DCG  
12/27/2019

NOTES :

- 1) DRIVE WIDTHS SHALL BE AS FOLLOWS  
 SINGLE DRIVE: 10 FEET (MIN.)  
 DOUBLE DRIVE: 15 FEET (MAX.) ←  
 COMMERCIAL DRIVE: 40 FEET (MAX.)
- 2) EDGE OF PAVEMENT RADII  
 MAJOR / COLLECTOR ROAD: 30 FEET  
 MINOR ROAD / DEAD END: 25 FEET ←  
 COMMERCIAL / INDUSTRIAL: 30 FEET (MIN.)
- 3) MAXIMUM DRIVE GRADE SHALL BE 3%  
 FROM PVI TO EDGE OF SHOULDER



TOWN OF ESSEX  
PUBLIC WORKS  
61 MAIN STREET  
ESSEX JCT., VT  
05452  
P: 802 878-1344  
F: 802 878-1355  
E: www.essex.org

TOWN OF ESSEX, VERMONT  
STANDARD SPECIFICATIONS FOR CONSTRUCTION

RURAL DRIVEWAY

Detail No: 100.09  
Scale: NOT TO SCALE  
Date: JAN. 2017

A-9



### WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

#### LAWS/REGULATIONS INVOLVED

10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit  
Wastewater System and Potable Water Supply Rules, Effective April 12, 2019

Permittee(s): **Brad LaFountain**  
113 Brigham Hill Road  
Essex, VT 05452

Permit Number: **WW-4-3597-2**

**Renee LaFountain**  
113 Brigham Hill Road  
Essex, VT 05452

This permit affects the following property/properties in the Town of Essex, Vermont:

Lot	Parcel	SPAN	Acres	Book/Page #'s
101 Brigham Hill Road (Lot 3)	2014015603	207-067-42017	6.54	Book:866 Page:433

This application, consisting of a proposed residential duplex with three bedrooms in each unit, on an existing, 6.54 acre parcel utilizing a shared, on-site drilled well water supply and individual, on-site wastewater disposal systems, located off Brigham Hill Road in the Town of Essex, Vermont, is hereby approved under the requirements of the regulations named above subject to the following conditions. Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.

#### 1. GENERAL

- 1.1 The permittee is responsible to record this permit in the Town of Essex Land Records within thirty days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- 1.2 The permittee is responsible to record the design and installation certifications and other documents that are required to be filed under these Rules or under a permit condition in the Town of Essex Land Records.
- 1.3 Each assign or successor in interest shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plan(s) prior to the conveyance of a lot.
- 1.4 By acceptance of this permit, the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with the Vermont environmental and health statutes and regulations, and permit conditions.
- 1.5 This permit does not relieve the landowner from obtaining all other approvals and permits from other State Agencies or Departments, or local officials prior to construction.

#### 2. CONSTRUCTION

- 2.1 Construction shall be completed as shown on the plans and/or documents prepared by JH Stuart Associates (John H. Stuart P.E.), with the stamped plans listed as follows:

Title	DWG.	Plan Date	Revision
Duplex Site Plan 101 Brigam Hill Road	1 of 3	12/23/2019	04/14/2020
Water and Wastewater Details Unit 2	2 of 3	12/23/2019	04/14/2020



**6. POTABLE WATER SUPPLY**

- 6.1 Prior to construction or site work, a designer shall flag the center of the proposed potable water source and the owner shall maintain the flag until commencement of construction of the source.
- 6.2 Should the potable water supply fail and not qualify as a minor repair or for an exemption, the landowner shall engage a qualified Licensed Designer to evaluate the cause of the failure and submit an application to the Drinking Water and Groundwater Protection Division, and obtain approval thereof, prior to correcting the failure.
7. A Homeowners' or Landowners' Association or equivalent legal entity shall be established (if applicable), and registered with the Secretary of State, or **other legal mechanism shall be implemented**, that shall provide for all the necessary rights and easements for the full operation, maintenance, and repair of the shared water supply system.
8. All conditions set forth in WW-4-3597 shall remain in effect except as amended or modified herein.

Peter Walke, Commissioner  
Department of Environmental Conservation

Dated April 14, 2020

By 

William E. Zabiloski  
Environmental Analyst VI  
Essex Junction Regional Office  
Drinking Water and Groundwater Protection Division

cc: JH Stuart Associates  
Town of Essex Planning Commission

## WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

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**Permittee(s): Brad LaFountain**  
**113 Brigham Hill Road**  
**Essex, VT 05452**

**Permit Number: WW-4-3597-2**

**Renee LaFountain**  
**113 Brigham Hill Road**  
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- 6.1 Prior to construction or site work, a designer shall flag the center of the proposed potable water source and the owner shall maintain the flag until commencement of construction of the source.
- 6.2 Should the potable water supply fail and not qualify as a minor repair or for an exemption, the landowner shall engage a qualified Licensed Designer to evaluate the cause of the failure and submit an application to the Drinking Water and Groundwater Protection Division, and obtain approval thereof, prior to correcting the failure.
7. A Homeowners' or Landowners' Association or equivalent legal entity shall be established (if applicable), and registered with the Secretary of State, **or other legal mechanism shall be implemented**, that shall provide for all the necessary rights and easements for the full operation, maintenance, and repair of the shared water supply system.
8. All conditions set forth in WW-4-3597 shall remain in effect except as amended or modified herein.

Peter Walke, Commissioner  
Department of Environmental Conservation

Dated April 14, 2020

By 

William E. Zabiloski  
Environmental Analyst VI  
Essex Junction Regional Office  
Drinking Water and Groundwater Protection Division

cc: JH Stuart Associates  
Town of Essex Planning Commission



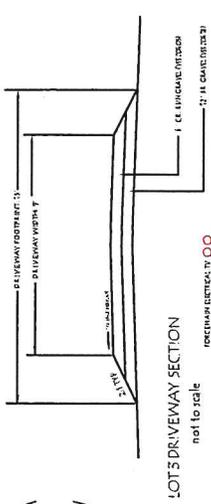
BRAD and RENEE LAFOUNTAIN  
 DUPLEX SITE PLAN FOR BRIGHAM HILL ROAD (LOT 3)  
 ESSEX, VERMONT DWG. 10-F-3 12/23/2019 RAY/OI/01/2021

SETTLEMENT AGREEMENT (12/31/2020)



- LEGEND:**
- 6" D. LIME WARE DRAIN
  - STONE WALL: 12" MINIMUM
  - EDGE OF PAVEMENT
  - TEST PIT
  - UTILITY POLE
  - UTILITY LINE
  - 2" DIA. 33 PVC FORCE MAIN
  - DRIVEWAY
  - DRIVEWAY
  - 1" FEET WIRE LINE
  - EXISTING/PROPOSED DRIVEWAY
  - 7' D. FIELD MONUMENT SYSTEM
  - 10' D. FIELD MONUMENT SYSTEM
  - 12' D. FIELD MONUMENT SYSTEM
  - 14' D. FIELD MONUMENT SYSTEM
  - 16' D. FIELD MONUMENT SYSTEM
  - 18' D. FIELD MONUMENT SYSTEM
  - 20' D. FIELD MONUMENT SYSTEM
  - 22' D. FIELD MONUMENT SYSTEM
  - 24' D. FIELD MONUMENT SYSTEM
  - 26' D. FIELD MONUMENT SYSTEM
  - 28' D. FIELD MONUMENT SYSTEM
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  - 86' D. FIELD MONUMENT SYSTEM
  - 88' D. FIELD MONUMENT SYSTEM
  - 90' D. FIELD MONUMENT SYSTEM
  - 92' D. FIELD MONUMENT SYSTEM
  - 94' D. FIELD MONUMENT SYSTEM
  - 96' D. FIELD MONUMENT SYSTEM
  - 98' D. FIELD MONUMENT SYSTEM
  - 100' D. FIELD MONUMENT SYSTEM

THE SUPPLEMENTAL TO BE PLACED ON THE AREA OF THIS PLAN IS THE EXISTING PATENT OF THE STATE OF VERMONT FOR THE YEAR 1886 IN THE EVENT OF ANY CHANGE OF OWNERSHIP, THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMISSIONS FROM THE STATE OF VERMONT TO RE-ENTER THE AREA.



LOT 3 DRIVEWAY SECTION  
 not to scale  
 DRIVEWAY FOOTPRINT: 2.11'  
 DRIVEWAY WIDTH: 1.44'

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into as of this the 31st day of December, 2020 by and between Blair and Caitlin Haxel (“Haxel”) Jim and Betti Barch (“Barch”), Nathan and Alysia Beaman (“Beaman”) (collectively “Neighbors”) and Brad and Renee LaFountain (“LaFountain”) (Neighbors and the LaFountains are collectively the “parties”).

**WHEREAS**, the LaFountains own lands in Essex, Vermont with an address of 101 Brigham Hill Road (“Lot 3” or “101”) and 109 Brigham Hill Road (“Lot 2” or “109”).

**WHEREAS**, the Neighbors own lands abutting Lots 2 and/or 3. The Neighbors’ parcels are shown in a Site Plan attached hereto as Exhibit 1.

**WHEREAS**, the LaFountain property was subdivided pursuant to a 2009 Stipulation that became a Judgment Order of the Vermont Superior Court – Environmental Division in *In re. Dubie 2 Lot Subdivision*, Docket No. 90-5-08 Vtec.

**WHEREAS**, pursuant to the 2009 Stipulation, the parties to that stipulation, who are the predecessors in interest to the LaFountains and the Haxels, agreed to certain conditions and dimensional requirements for Lot 2 and Lot 3. Said requirements were set forth in a 2009 Settlement Agreement between those parties (“2009 Agreement”) and further described in a Restrictive Covenants Deed dated January 5, 2009 (“Restrictive Covenant”), later recorded at volume 778, pages 99-100 of the Town Land Records. The 2009 Stipulation, along with a referenced subdivision plat entitled “Dubie Lots 1/3 Subdivision Plans, 99 Brigham Hill Road, Essex Vermont” dated May 28, 2008, were provided to the Environmental Division and approved by order of that court on February 10, 2009.

**WHEREAS**, pursuant to the Restrictive Covenant, any primary structure on 109, as that lot is shown on the May 28, 2008 plat, is limited such that it must be located more than 200 feet away from the property’s western boundary with Brigham Hill Road, within 125 feet of the property’s northern boundary with 113 Brigham Hill Road, and not more than 30 feet in height above ground level at the front of the building(s).

**WHEREAS**, pursuant to the Restrictive Covenant, any residence, garage or similar structure on 101 must be located 500 feet from the western boundary of Lot 3.

**WHEREAS**, the LaFountains seek to develop Lot 2 and Lot 3.

**WHEREAS**, the Neighbors objected to the scope, scale and location of the proposed LaFountain development.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Settlement Agreement in order to resolve the above described disputes without further or additional litigation, and other good and valuable consideration, including the exchange of TEN DOLLARS, the receipt and sufficiency of which is now acknowledged, the parties agree to be legally bound by the following terms and conditions:

## 1. Development of Lot 3/101

- a. The LaFountains may construct a residential structure of not more than 4500 square feet of above grade floor area. This shall be the limit of residential development on Lot 3. Any permit for the development of these units shall be conditioned so that no further development or subdivision of Lot 3, except as provided by section 1(e), is permitted.
- b. The view easement recorded at Volume 778, pages 99-100, may be amended so as to allow the construction of said residential structure closer to the western edge of Lot 3. The LaFountains may build closer to the western edge provided that the front of the residential structure is not less than 185 feet from Brigham Hill Road and the back of said structure is not more than 240 feet from Brigham Hill Road (measurements taken from the centerline of the road).
- c. The height of any residential structure on Lot 3 within the modified view easement area identified in 1(b) (between 185 and 240 ft of Brigham Hill Rd), shall be limited to 25 feet above pre-construction grade. Height shall be measured as dictated by the Town of Essex Zoning Regulations.
- d. If the LaFountains do not wish to build closer to Brigham Hill Road, they may construct a residential structure subject to the square footage limitation of 1(a), in the area easterly of the delineated wetland boundary on lot 3. The height limitation specified in 1(c) above shall not apply to a structure in this location.
- e. There shall be no additional residential or commercial development on Lot 3/101. It shall not be further subdivided. This provision shall not preclude the LaFountains from constructing agricultural buildings, sheds, garages or similar accessory residential structures (but not dwelling units) on Lot 3.
- f. In connection with the construction of any development, the LaFountains shall also install a line of screening trees (coniferous trees, arborvitae, or cedar hedges) in the area marked on Exhibit 1.

## 2. Development of Lot 2/109

- a. The LaFountains may develop up to two single family residences on Lot 2<sup>1</sup>. The proposed location of said units (approximate) and the approximate revised boundaries of Lot 2 are depicted on the Site Plan attached as Exhibit 1. Exhibit 1 is a not to scale site plan to be updated with formal site plan prepared by engineer showing most easterly unit approximately 30 feet north of the current boundary of Lot 2.<sup>2</sup> These locations and lot boundaries are subject to relocations/modifications that may be required by the Town to meet applicable regulations.
- b. Any permit for the development of the two residences, as they may be modified, shall be conditioned so that no additional houses may be constructed on Lot 2 and no further subdivision of Lot 2 is permitted. Such condition(s) shall not prevent development (as defined in the Town of Essex Zoning Regulations) that does not alter, modify, or contradict the limitations on Lot 2 imposed by this Agreement,

---

<sup>1</sup> Said Lot 2 being expanded over what is shown in the subdivision plat entitled "Dubie Lots 1/3 Subdivision Plans, 99 Brigham Hill Road, Essex Vermont" dated May 28, 2008

<sup>2</sup> The current boundary of Lot 2 ends westerly of the proposed house location. The approximate location of the easterly house is intended to be approximately 30 feet north of the Lot 2 boundary as if it were extended along its current trajectory easterly.

like the construction of minor additions, garages, sheds, decks, agricultural buildings, and other accessory residential structures (but not dwelling units).

- c. In connection with the construction of any development, the LaFountains shall also install a line of screening trees (coniferous trees, arborvitae, or cedar hedges) in the area marked on Exhibit 1.
- d. The height limitations set forth in volume 778, pages 99-100 shall only apply to the structure closest to Brigham Hill Road as shown on Exhibit 1.
- e. The existing tree line along the property boundary must be maintained. Said area is marked on Exhibit 1.

### **3. Location and Dimensions of Structures Essential**

- a. The locations, dimensions, and limitations agreed to by the parties are material terms of this agreement.
- b. There shall be no other residential or commercial development, or subdivision (including the development of a Planned Unit Development) other than that approved herein without the express consent of the parties to this agreement, their heirs and assigns.
- c. As noted above, any permit issued for the agreed upon development shall be conditioned so as to state that no additional residential or commercial development or further subdivision other than that approved herein shall be permitted on Lots 2 and 3.
- d. This agreement, and the permits issued pursuant thereto may not be modified or amended without the consent of the parties, their successors and assigns. Notwithstanding the foregoing, permit amendments or additional permits for development permitted under the terms of this Agreement (e.g., accessory residential structures, sheds, agricultural buildings, etc.) do not require consent of the parties.

**4. Successors and Assigns.** This Agreement and the rights afforded herein as well as the obligations imposed shall be binding upon and inure to the benefit of the parties and their successors in interest, including any future owners of the properties. The parties shall record two Restrictive Covenants Deeds in the form set forth as Exhibit 2 in connection with the execution of this agreement, and this agreement shall be provided to all subsequent purchasers of the parties' properties. Any reference to an obligation of the LaFountains herein, shall be an obligation on the owners of the burden parcel(s) (currently, the LaFountains) not the LaFountains personally.

**5. Withdrawal of Appeal.** Upon the execution of this agreement, the Neighbors shall withdraw their appeal currently pending before the Town of Essex Zoning Board of Adjustment. The Neighbors agree that they will not oppose, directly or indirectly, nor shall they encourage the opposition of, and shall take no position other than to state that they approve of development that is proposed on Lots 2 and 3 pursuant to this Agreement, provided said development is consistent with this Agreement.

**6. Approval by Town of Essex.** The parties acknowledge that any proposed development is subject to approval by the Town of Essex. The Town is not a party to this agreement and not obligated by this agreement to approve any development. The parties agree that if the Town does not approve any development agreed to by the parties in this Agreement, the

parties will work in good faith to address any concerns raised by the Town so as to obtain approval.

- a. With respect to Lot 2, the LaFountains, or their successors and assigns, agree to use reasonable best efforts to obtain approval of the two residences in the approximate configuration shown on Exhibit 1. In the event the Town is unable to approve the development in that configuration, the parties agree to work in good faith to agree to an alternate form or location for the two houses, including a single two-family structure (aka a duplex), that could receive such approval.
  - b. If after reasonable best efforts, the parties are unable to reach such an agreement, the LaFountains may seek to develop Lot 2, subject to necessary approvals and subject to any conditions or covenants in existence prior to the date of this Agreement, including the conditions of the Restrictive Covenant and 2009 Stipulation. The extent and scope of such existing covenants and stipulations, however, shall not be expanded to apply beyond those areas to which they applied when created.
  - c. Notwithstanding the foregoing, for any future development of Lot 2, under no circumstances shall the 4.46+/- acre area comprising Lot 2 as shown in the 2009 Settlement Agreement and May 28, 2008 Plat, be developed with more than one residential structure with more than two residential units. The foregoing shall not prohibit or prevent development of accessory structures (but not dwelling units) on Lot 2 or construction relating to access, utilities, and similar infrastructure (driveways, utility lines, wells, septic systems, etc.) serving lands easterly of the formerly described Lot 2. The limitations on Lot 2 described in Section 6(c), shall only be enforceable against the LaFountains, or their successors, by the owners of property abutting Lot 2 (or who would be absent a road).
7. **Authority.** By execution of this agreement, each parties' signatory represents and warrants that they have the power and authority to enter into said agreement.
8. **Release.** Upon execution of this Agreement and the payments set-forth above, the parties release each other and their respective members, officers, trustees, employees, agents, insurers, beneficiaries, heirs, successors, and assigns (hereafter referred to collectively as "Releasees") of and from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever of any and all nature, including personal injuries, economic loss, financial loss, emotional distress, costs and attorney's fees, whether known or unknown, discovered, undiscovered or undiscoverable, patent or latent, liquidated or unliquidated, choate or inchoate, contingent or otherwise, in law or in equity, or both, which against each other the parties may have whether known or unknown as of the date of this agreement. This release shall not release the parties from their obligations under this Settlement Agreement including the Deeds attached as Exhibit 2 or any future permit conditions.
9. **No Admission of Liability.** Each party acknowledges and agrees that this Agreement is a compromise of disputed claims and neither this Agreement, nor any consideration provided

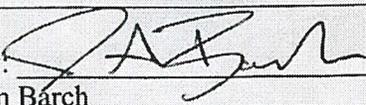
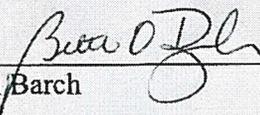
pursuant to this Agreement, shall be taken or construed to be an admission, waiver or concession by either party of any kind with respect to any fact, liability, or fault.

- 10. Entire Agreement.** This Settlement Agreement and the exhibits thereto represents the entire agreement now existing between the parties with respect to the issues between them and all representations, statements, and agreements previously made between the Parties are merged herein.
- 11. Jointly Prepared.** This Settlement Agreement has been prepared by the parties jointly and if any ambiguity or controversy exists, it shall not be interpreted against any of the parties by reason of authorship.
- 12. Successors and Assigns.** This Settlement Agreement is binding upon the parties, their personal representatives, successors and assigns.
- 13. Acknowledgment.** The Parties acknowledge that they have read this Settlement Agreement and understand all of its terms. The Parties also acknowledge that they have had an adequate opportunity to carefully consider the terms of this Settlement Agreement, including the opportunity to seek financial and legal advice if they so desired.
- 14. Vermont Law.** Any disputes or issues of construction or interpretation arising under the terms of this Settlement Agreement shall be governed by Vermont law. Any claim, action or dispute between the parties as to the terms of this Settlement Agreement, or as to the performance or non-performance of any party under this Settlement Agreement, shall be subject to the exclusive jurisdiction of the courts (either state or federal) in the State of Vermont.
- 15. Authority.** The signatories to this Settlement Agreement, jointly and severally, represent and warrant that they have the power and authority to sign and enter into this Agreement, and to bind themselves and their principals, beneficiaries and assigns to the terms of this Settlement Agreement.
- 16. Counterparts.** This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. PDF or facsimile copies of signatures shall constitute originals.

*-signature page to follow-*

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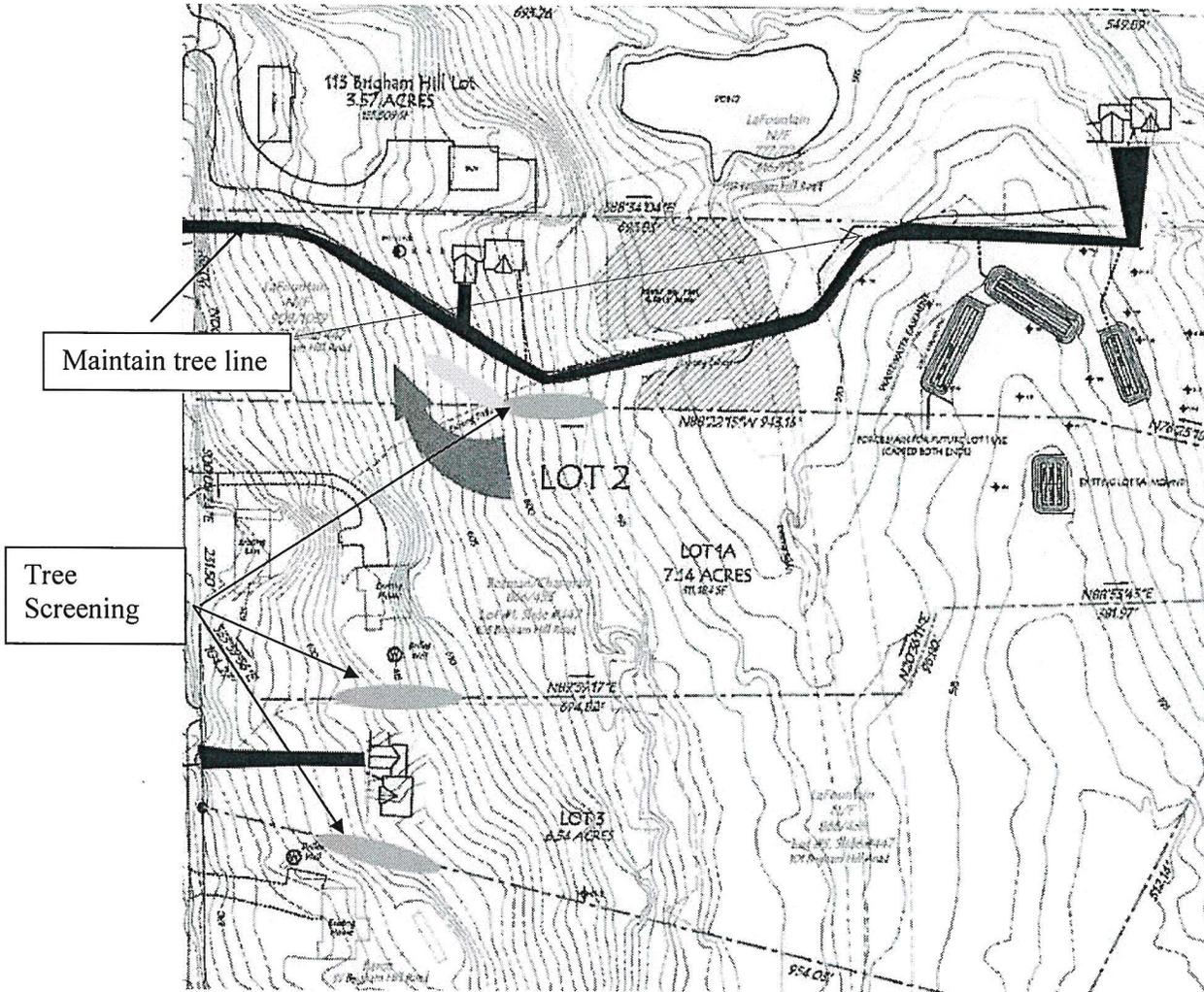
By: _____ Caitlin Haxel	By: <u>Alyssa Beaman</u> Alyssa Beaman
By: _____ Blair Haxel	By: <u>Nathan Beaman</u> Nathan Beaman
By: _____ Jim Barch	By: _____ Renee LaFountain
By: _____ Betti Barch	By: _____ Brad LaFountain

By: _____ Caitlin Haxel	By: _____ Alyssa Beaman
By: _____ Blair Haxel	By: _____ Nathan Beaman
By:  _____ 12/31/2020 Jim Barch	By: _____ Renee LaFountain
By:  _____ 12-31-2020 Betti Barch	By: _____ Brad LaFountain

By: _____ Caitlin Haxel	By: _____ Alyssa Beaman
By: _____ Blair Haxel	By: _____ Nathan Beaman
By: _____ Jim Barch	By: <u>Renee La Fountain</u> Renee LaFountain
By: _____ Betti Barch	By: <u>Brad La Fountain</u> Brad LaFountain

Exhibit 1

Site Plan (Not for Recording and Not To Scale)



# **Exhibit 2**

**(Restrictive Covenants Lot 3 and Lot 2)**

### Lot 3 Restrictive Covenants Deed

KNOW ALL PERSONS BY THESE PRESENTS that **Brad and Renee LaFountain** of 113 Brigham Hill Road, owners of 101 Brigham Hill Road, and 109 Brigham Hill Road, "Grantor", in consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by Blair and Caitlin Haxel ("Haxel"), Jim and Betti Barch ("Barch"), Nathan and Alysia Beaman ("Beaman") (collectively "Neighbors"), "Grantees", by these presents, does freely GIVE GRANT, SELL, CONVEY AND CONFIRM unto the Grantees and their heirs, successors and assigns forever, certain restrictive covenants (the "Restrictive Covenants") to be imposed upon certain lands and premises owned by Grantor at 101 Brigham Hill Road known as Lot 3 (the "Burdened Property") located in Essex, in the County of Chittenden, State of Vermont, described as follows:

Lots 3 on a certain subdivision plan ("SP-1") entitled "Dubie Lots 1/Lot 3 Subdivision Plans; 99 Brigham Hill Road, Essex Vermont" prepared by ESPC, Civil and Environmental Engineering, P.O. Box 212 Williston, Vermont, drawn by DM, Checked by ES, dated 5/28/08 and recorded in the Town of Essex Land Records as Map Slide \_\_\_ (the "Plat"). The property is further described and burdened by a Restrictive Covenants Deed recorded at Volume 778, pages 99-100 of the Town of Essex Land Records.

The "Benefited Properties" are the properties owned by **Grantees** and are known as 108 Brigham Hill Road (Haxel), 97 Brigham Hill Road (Barch) and 105 Brigham Hill Road (Beaman).

Grantor hereby agrees, for itself and its successors and assigns, that Development of Lot 3/101 shall be limited as follows:

- a. The LaFountains may construct a residential structure of not more than 4500 square feet of above grade floor area. This shall be the limit of residential development on Lot 3. Any permit for the development of these units shall be conditioned so that no further development or subdivision of Lot 3, except as provided by section (e), is permitted.
- b. The view easement recorded at Volume 778, pages 99-100, may be amended so as to allow the construction of said residential structure closer to the western edge of Lot 3. The LaFountains may build closer to the western edge provided that the front of the residential structure is not less than 185 feet from Brigham Hill Road and the back of said structure is not more than 240 feet from Brigham Hill Road (measurements taken from the centerline of the road).
- c. The height of any residential structure on Lot 3 within the modified view easement area identified in 1(b) (between 185 and 240 ft of Brigham Hill Rd), shall be limited to 25 feet above pre-construction grade. Height shall be measured as dictated by the Town of Essex Zoning Regulations.
- d. If the LaFountains do not wish to build closer to Brigham Hill Road, they may construct a residential structure subject to the square footage limitation of 1(a), in the area easterly of the delineated wetland boundary on Lot 3. The height

limitation specified in Section (c) above shall not apply to a structure in this location.

- e. There shall be no additional residential or commercial development on Lot 3/101. It shall not be further subdivided. This provision shall not preclude the LaFountains from constructing agricultural buildings, garages, sheds, or similar accessory residential structures (but not dwelling units) on Lot 3.
- f. In connection with the construction of any development, the LaFountains shall also install a line of screening trees (coniferous trees, arborvitae, or cedar hedges) in the area marked on Exhibit 1.

### **Additional Terms**

The Restrictive Covenants shall bind and shall inure to the benefit of the Grantor and the Grantees and their respective heirs, personal representatives, successors and assigns; without limiting the foregoing, the rights and obligations set forth herein shall run with title to the Burdened Property and to the Benefited Property.

Grantor acknowledges and agrees that, in the event of any breach or violation of the Restrictive Covenants, Grantees would be irreparably and immediately harmed and therefore, in addition to any other remedy to which Grantees may be entitled at law or in equity, Grantees shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the Restrictive Covenants and/or to compel specific performance of the Restrictive Covenants without the posting of bond or other security and without proof of actual damages.

The substantially prevailing party in any dispute arising out of or relating to this grant of Restrictive Covenants, its breach or enforcement that is resolved by a binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith.

No delay or omission by any party in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this grant of Restrictive Covenants shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any covenant, condition, provision or performance under this grant of Restrictive Covenants shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, provision or performance of this grant of Restrictive Covenants, and any such waiver, to be enforceable, shall be in writing and signed by the party against whom such waiver is sought to be enforced. The invalidity or unenforceability of any particular provision in this grant of Restrictive Covenants shall not affect the other provisions hereof, and this instrument shall be construed in all respects as if the invalid or unenforceable provision were omitted. This grant of Restrictive Covenants shall be interpreted, construed and governed according to the laws of the State of Vermont, without reference to conflicts of law principles thereof. This grant of Restrictive Covenants may not be modified or amended except by a writing signed by the Grantees.

TO HAVE AND TO HOLD the Restrictive Covenants, with all the privileges and appurtenances thereof, to the said Grantees, and their heirs, successors and assigns, to their own use and behoof forever; And the Grantors for their and their successors and assigns, does covenant with the Grantee, and her heirs, successors and assigns, that until the ensembling of these presents it is the sole owner of the Burdened Property and has good right and title to grant the Restrictive Covenants in the manner aforesaid; And the Grantors, for itself and its successors, beneficiaries and assigns, does covenant with the said Grantee, and her heirs, successors and assigns, that until the ensembling of these presents it is the sole owner of the Burdened Property and has good right and title to grant the Restrictive Covenants in the manner aforesaid. AND Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first set forth above.

By: Brad LaFountain  
Brad LaFountain  
Dated:

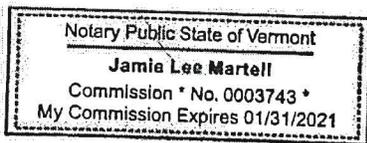
By: Renee LaFountain  
Renee LaFountain

Dated: 12/31/20

COUNTY OF CHITTENDEN, SS.  
STATE OF VERMONT

Signed and sworn before me on 12/31/20 by Brad and Renee LaFountain

(SEAL/STAMP)



Jamie Lee Martell  
Notary Public  
Printed Name: Jamie Lee Martell  
My Commission Expires: 01/31/2021  
Commission Number: 0003743

## Lot 2 Restrictive Covenants Deed

KNOW ALL PERSONS BY THESE PRESENTS that **Brad and Renee LaFountain** of 113 Brigham Hill Road, owners of 101 Brigham Hill Road, and 109 Brigham Hill Road, "Grantor", in consideration of TEN AND MORE DOLLARS paid to Grantor's full satisfaction by Blair and Caitlin Haxel ("Haxel") and Nathan and Alysia Beaman ("Beaman") (collectively "Neighbors"), "Grantees", by these presents, does freely GIVE GRANT, SELL, CONVEY AND CONFIRM unto the Grantees and their heirs, successors and assigns forever, certain restrictive covenants (the "Restrictive Covenants") to be imposed upon certain lands and premises owned by Grantor known as Lot 2 (the "Burdened Property") located in Essex, in the County of Chittenden, State of Vermont, described as follows:

Lots 2 on a certain subdivision plan ("SP-1") entitled "Dubie Lots 1/Lot 3 Subdivision Plans; 99 Brigham Hill Road, Essex Vermont" prepared by ESPC, Civil and Environmental Engineering, P.O. Box 212 Williston, Vermont, drawn by DM, Checked by ES, dated 5/28/08 and recorded in the Town of Essex Land Records as Map Slide \_\_\_\_ (the "Plat"). The property is further described and burdened by a Restrictive Covenants Deed recorded at Volume 778, pages 99-100 of the Town of Essex Land Records.

The "Benefited Properties" are the properties owned by **Grantees** and are known as 108 Brigham Hill Road (Haxel) and 105 Brigham Hill Road (Beaman).

Grantor hereby agrees, for itself and its successors and assigns, that Development of Lot 2/109 shall be limited as follows:

- a. The LaFountains may develop one residential structure with no more than two residential units (commonly known as a duplex) on the 4.46+/- acres shown as Lot 2 on the "Dubie Lots 1/Lot 3 Subdivision Plans; 99 Brigham Hill Road, Essex Vermont" prepared by ESPC, Civil and Environmental Engineering, P.O. Box 212 Williston, Vermont, drawn by DM, Checked by ES, dated 5/28/08 and recorded in the Town of Essex Land Records as Map Slide \_\_\_\_ (the "Plat"). There shall be no further construction of residential dwellings or commercial development on Lot 2 as it is shown in the above referenced Plat.
- b. The above Section(a) shall not preclude the LaFountains from constructing agricultural buildings, garages, sheds, or similar accessory residential structures (but not dwelling units) on the above described Lot 2. It shall also not preclude construction required for access, utilities, and related residential infrastructure to serve lands easterly of the above described Lot 2.
- c. In connection with the construction of any development on Lot 2, the LaFountains shall also install a line of screening trees (coniferous trees, arborvitae, or cedar hedges) in the area marked on Exhibit 1.
- d. The height limitations set forth in volume 778, pages 99-100 shall apply to any structures on the area shown as Lot 2 on the Plat.

- e. The above conditions shall not apply to lands now owned by the LaFountains or subsequently acquired by them or their successors that are combined, joined, merged or added to the lands comprising Lot 2 as it is shown on the Plat.

### **Additional Terms**

The Restrictive Covenants shall bind and shall inure to the benefit of the Grantor and the Grantees and their respective heirs, personal representatives, successors and assigns; without limiting the foregoing, the rights and obligations set forth herein shall run with title to the Burdened Property and to the Benefited Property.

Grantor acknowledges and agrees that, in the event of any breach or violation of the Restrictive Covenants, Grantees would be irreparably and immediately harmed and therefore, in addition to any other remedy to which Grantees may be entitled at law or in equity, Grantees shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of the Restrictive Covenants and/or to compel specific performance of the Restrictive Covenants without the posting of bond or other security and without proof of actual damages.

The substantially prevailing party in any dispute arising out of or relating to this grant of Restrictive Covenants, its breach or enforcement that is resolved by a binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith.

No delay or omission by any party in exercising any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this grant of Restrictive Covenants shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any covenant, condition, provision or performance under this grant of Restrictive Covenants shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, provision or performance of this grant of Restrictive Covenants, and any such waiver, to be enforceable, shall be in writing and signed by the party against whom such waiver is sought to be enforced. The invalidity or unenforceability of any particular provision in this grant of Restrictive Covenants shall not affect the other provisions hereof, and this instrument shall be construed in all respects as if the invalid or unenforceable provision were omitted. This grant of Restrictive Covenants shall be interpreted, construed and governed according to the laws of the State of Vermont, without reference to conflicts of law principles thereof. This grant of Restrictive Covenants may not be modified or amended except by a writing signed by the Grantees.

TO HAVE AND TO HOLD the Restrictive Covenants, with all the privileges and appurtenances thereof, to the said Grantees, and their heirs, successors and assigns, to their own use and behoof forever; And the Grantors for their and their successors and assigns, does covenant with the Grantee, and her heirs, successors and assigns, that until the ensembling of these presents it is the sole owner of the Burdened Property and has good right and title to grant the Restrictive Covenants in the manner aforesaid; And the Grantors, for itself and its successors, beneficiaries and assigns, does covenant with the said Grantee, and her heirs, successors and assigns, that until the ensembling of these presents it is the sole owner of the Burdened Property and has good right and title to grant the Restrictive Covenants in the manner aforesaid. AND Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first set forth above.

By: Brad LaFountain  
Brad LaFountain

Dated:

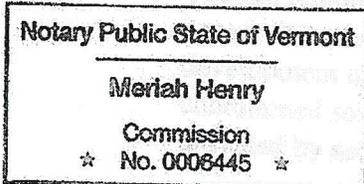
By: Renee LaFountain  
Renee LaFountain

Dated: 12-31/20

COUNTY OF CHITTENDEN, SS.  
STATE OF VERMONT

Signed and sworn before me on December 31, 2020 by Brad and Renee LaFountain

(SEAL/STAMP)



Meriah Henry  
Notary Public  
Printed Name: Meriah Henry  
My Commission Expires: 01/31/2021  
Commission Number: 0006445