

Appeal Period Expires 9/14/22
 Zoning District AR

Town of Essex, Vermont
Application for Zoning Permit
 (Building Permit)

Application Date 1/1
 Permit Number 2022-130

- Contact State Permit Specialist Jeff McMahon (477-2241) to check for state permitting and/or setbacks.
- Post permit card visible to the road immediately as Permit is appealable within 15 days of issuance.
- Call the Zoning Administrator at 878-1343 to schedule a Certificate of Occupancy inspection if indicated below as required.
- Call the Assessor at 878-1345 to schedule a re-assessment upon completion of work.
- Provide a diagram showing proposal and any easements, well or septic locations, etc.

SIGN HERE: Dale LaCroix

A Parcel Account Numb. (Map-Parcel-Lot) 2-014-015-603
 Property Address: 101 Brigham Hill Rd Essex
 Owner: Dale J. + John L. LaCroix JR
 Owner Address: 106 of E Gold Panning Ct Gold Canyon Az 85118
 Owner Phone: Dale (work) 802 233 3902 (home) _____
John (cell) 802 734 8176 (Email) dale.lacroix@gmail.com
 Tenants-name: Gary Smith Phone: _____
Lakeforest VT Cell: 316-0697
 Estimated Construction Dates: Start: 10/01/22 Completion: 09/30/23
 Sq. Feet: 3600 Estimated Cost (labor & materials): \$ 800,000

G

Check box(es) which describe proposed use or construction (circle choice in parenthesis).

N = New A = Addition R = Remodel

| | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| <i>Residential:</i> | N | A | R |
| Single Family | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Two-family (duplex)(other) | <input 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"/> |
| <i>Inclusions or Additions:</i> | | | |
| Garage (<u>attached</u>) (detached) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Porch (<u>enclosed</u>) (<u>open</u>) | <input checked="" 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"/> |
| <i>Non-residential:</i> | | | |
| Commercial / Industrial | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Stormwater:</i> | | | |
| Stormwater | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Erosion Control | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Other:</i> | | | |
| 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"/> |

B Sewage Disposal (Please attach Sewer or Septic Application).
 Public Septic Connection Fee \$ _____ Date Paid: 1/1
 Proposed New Bedrooms: 4 Existing Bedrooms 0
WW-4-3597-2 attached

C Water (Please attach Water Service Application).
 Public Well Fee \$ _____ Date Paid: 1/1
WW-4-3597-2

D Driveway (Please attach copy of approved Curbcut / Utility Application).
 Date of approval 12/27/2019 existing curbs cut
attached

E Stormwater

Project disturbs an area greater than or equal to 1 acre – Erosion Control Permit Required. Attach completed permit application. N/A

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. N/A

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

G Reference point #'s 2020-169 AND 2021-11.
See attached
 Signature of Tenant and Signature of Owner Dale LaCroix

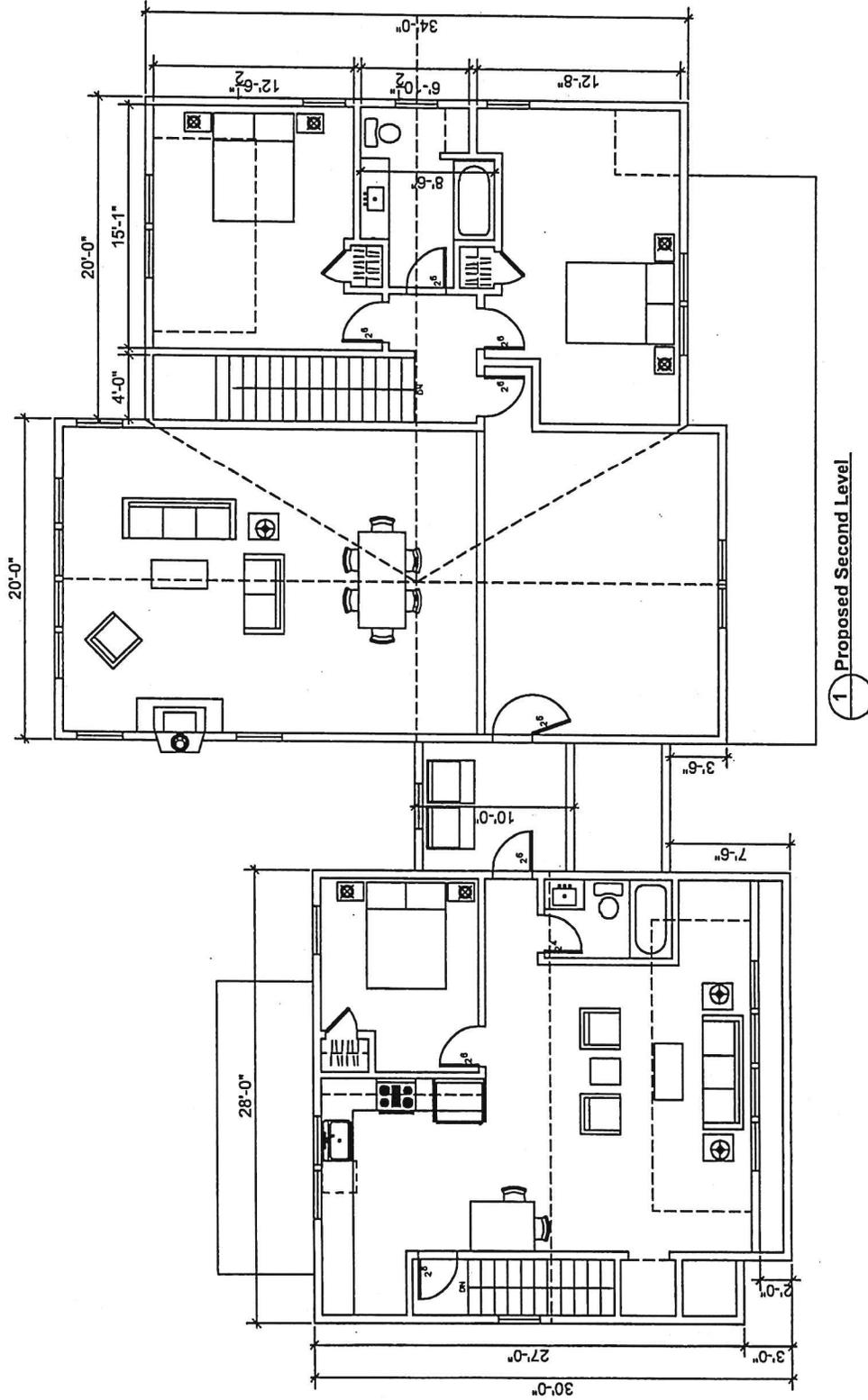
Office Use Only

See this permit

| | | | |
|-------------------------------------|--------------------|------------------|----------------|
| Fees: | Type | Amount | Date Pd |
| <input checked="" type="checkbox"/> | Permit | \$ <u>908.00</u> | <u>8/30/22</u> |
| <input type="checkbox"/> | Recreation | \$ _____ | _____ |
| <input type="checkbox"/> | Recording | \$ _____ | _____ |
| <input type="checkbox"/> | Certificate of Occ | \$ <u>25</u> | _____ |
| <input type="checkbox"/> | Other | \$ _____ | _____ |

Building Permit
 Approved Rejected Date 8/30/22
 Issued to: D. + J. LaCroix, JR.
 Zoning Administrator: Sharon Kelley
 Notes: Energy info given
is difference in cost to go to SFH from duplex
 C.O. Required Yes No

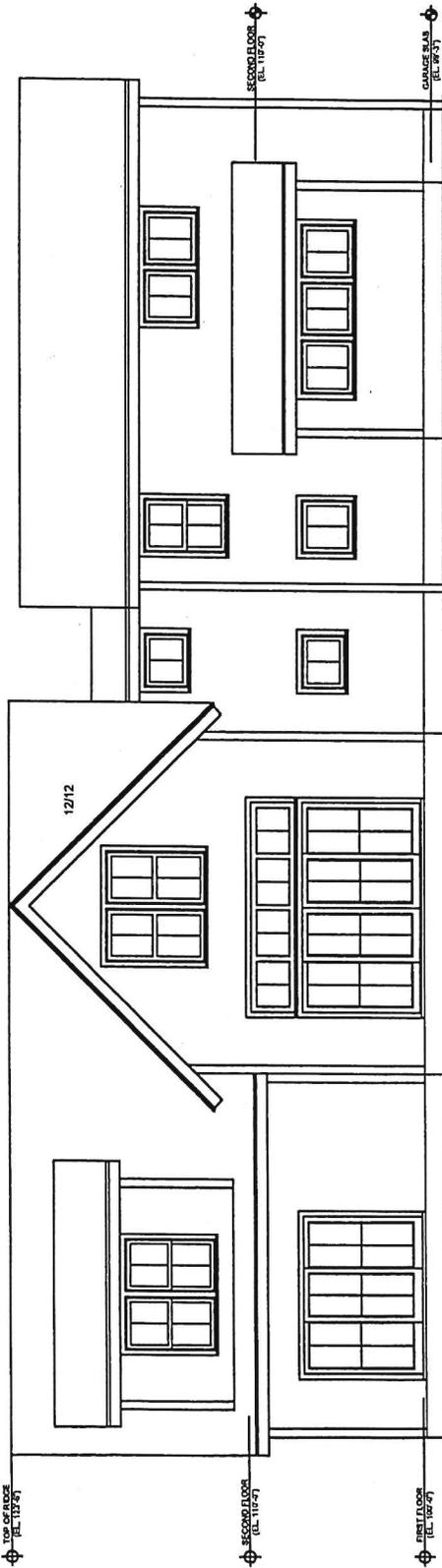
THIS PERMIT VALID FOR TWELVE (12) MONTHS FROM DATE OF ISSUE
 RENEW FOR 1 YEAR (FREE) IF NOT EXPIRED
This permit is renewed for 1 year. New expiration date is 8/30/24. S. Kelley, Zoning Administrator.



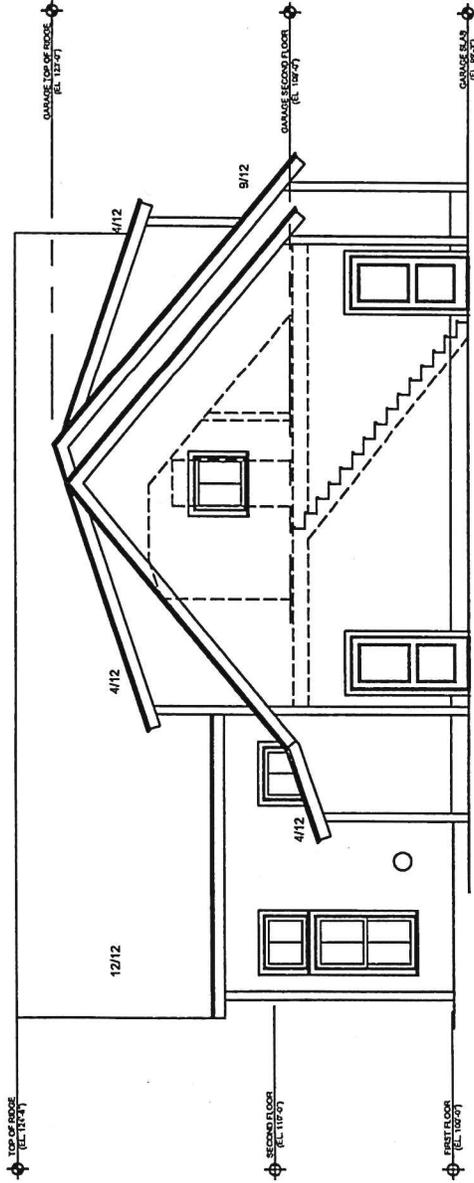
BRIGHAM HILL HOUSE
 PROPOSED SECOND FLOOR PLAN

BRIGHAM HILL
 ESSEX, VERMONT
 SCALE: 3/32"=1'-0"

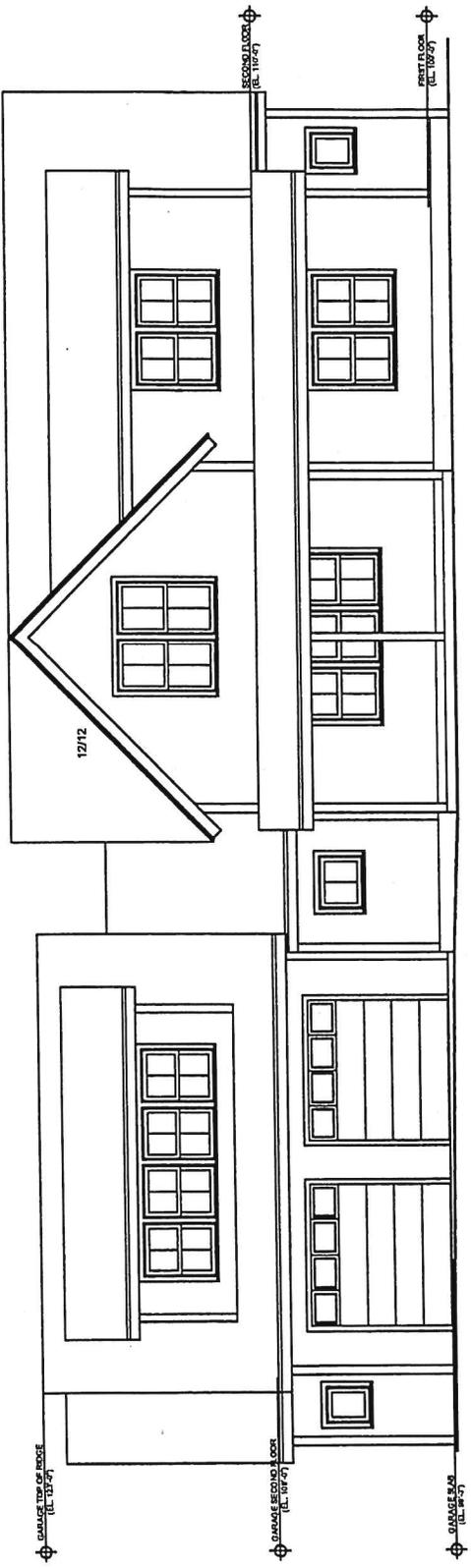




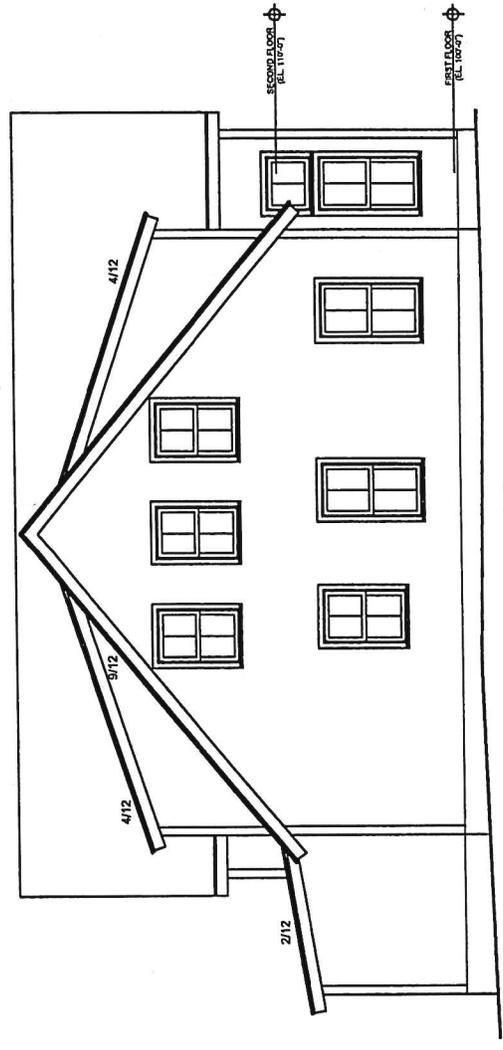
1 Back Elevation



2 Garage Side Elevation



1 Front Elevation



2 Living Side House Elevation



BRIGHAM HILL
PROPOSED ELEVATIONS

BRIGHAM HILL
ESSEX, VERMONT
SCALE: 3/32"=1'-0"

AUGUST 25, 2022

A2.0

**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: Brad + 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 ***

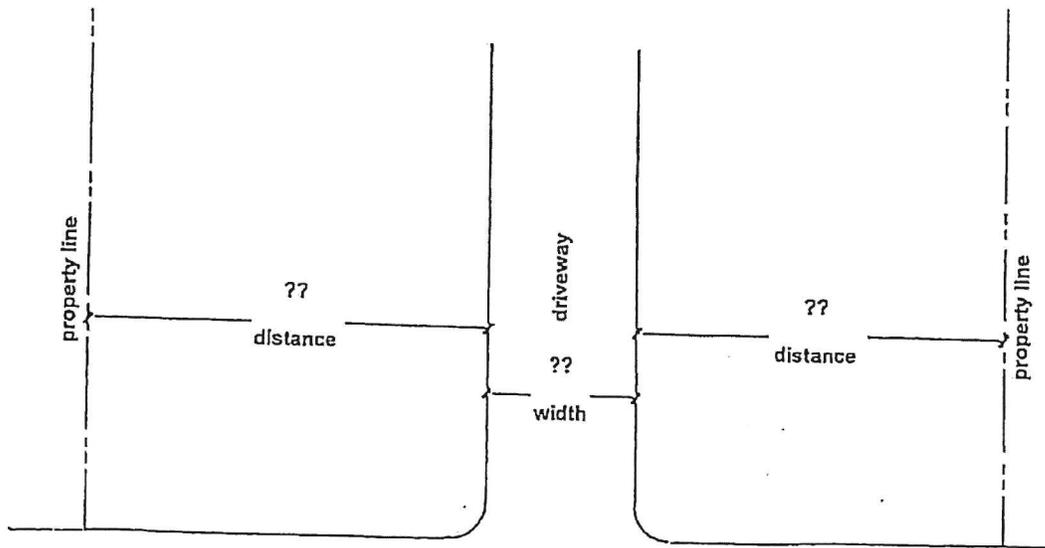
Signature of Owner:
Renee LaFountain

Fee Paid \$ N/A
Approved Rejected
w/ CONDITIONS
David Johnson
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
Culvert will be purchased and installed by the applicant. The Town of Essex Department of Public Works will inspect.
- 3.

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.

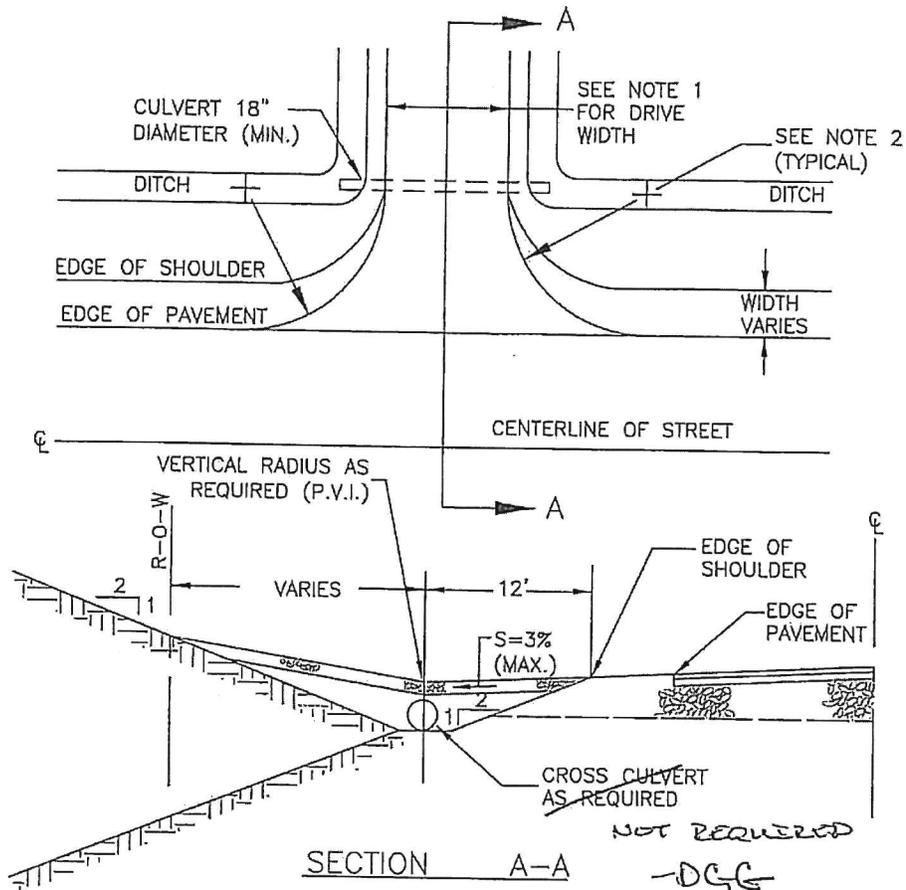


101 Bigham Hill Rd
STREET NAME

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

NOTE: A MINIMUM OF 24 HOURS 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.



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
 81 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

Appeal Period Expires 2/21
 Zoning District AR

Town of Essex, Vermont
Application for Zoning Permit
 www.essex.org

Application Date 1/1
 Permit Number 2021-11

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: Valuable to Renee

A Parcel Account Numb. (Map-Parcel-Lot) 2-014-015-603
 (found in Town Assessor's Office)
 Property Address: 101 Brigham Hill Rd
 Owner: Renee J. Brad LaFontaine
 Owner Address: 113 Brigham Hill Rd, Essex
 Owner Phone: (work) _____ (home) _____
 (cell) 302-598-2334 (Email) _____
 Contractors name: Ledner Creek Home Improvements Phone: _____
 Cell: 324-2612
 Estimated Construction Dates: Start: 1/1 Completion: 1/1
 Sq. Feet: 4500 Estimated Cost (labor & materials): \$50,000

B Sewage Disposal (Please attach Sewer or Septic Application).
 Public Private Connection Fee \$ _____ Date Paid: 4/16/20
 Proposed New Bedrooms: 6 Existing Bedrooms: 0
WW-4-2577-2

C Water (Please attach Water Service Application).
 Public Private Fee \$ _____ Date Paid: 1/1
WW-4-35017-2

D Driveway (Please attach copy of approved Curbcut / Utility Application).
 Date of approval 1/17/20

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 At 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 permit for lot Agreement.
 Signature of Tenant and _____
 Signature of Owner Renee J. Brad

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

Office Use Only

| Fees: | Type | Amount | Date Pd |
|--------------------|------|--------|----------------------|
| Permit | | \$ | <u>1/1</u> |
| Recreation | | \$ | <u>see permit #1</u> |
| Recording | | \$ | <u>see permit #1</u> |
| Certificate of Occ | | \$ | <u>2020-169/1</u> |
| Other | | \$ | <u>(attached)</u> |

Building Permit
 Approved Rejected Date 1/29/2021
 Issued to: Renee J. & Brad S. LaFontaine
 Zoning Administrator: Tara L. Kelly
 Notes: Energy into energy, the FRID to construction, the Landon can shall confirm placement choice and cost.
 C.O. Required Yes No

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]

WITHDRAWN
 TRANSFERRED TO 2021

A Parcel Account Number (Map-Parcel-Lot) 2-01-4-015-102
 (found in Town Assessor's Office)
 Property Address: 101 Brighton Hill Rd.
 Owner: Renee & Brad Lafontaine
 Owner Address: 113 Brighton Hill Rd. Essex
 Owner Phone: (work) 802-878-2334 (home) _____ (cell) _____
 (Email) RLafontaine@comcast.net
 Contractors name: Cedar Creek Wood Improvements Phone: _____ Cell: _____
 Estimated Construction Dates: Start: 4/1/20 Completion: 12/31/20
 Sq. Feet: 4450 Estimated Cost (labor & materials): \$500,000

G Check box(es) which describe proposed use or construction (circle choice in parenthesis).
 N = New A = Addition R = Remodel
 Residential:
 Single Family N A R
 Multi-family (duplex)(other)
 Multi-family
 Condominium / Townhouse
 Mobile home
 Inclusions or Additions: 2 CAR 1 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: 2 2 bedrooms in each unit
WW-4-3547-2

C Water (Please attach Water Service Application)
 Public Private Fee \$ none Date Paid: 1/1
WW-4-3547-2

D Driveway (Please attach copy of approved Curbcut / Utility Application).
 Date of approval 12/21/19 Existing Curbcut 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 | | \$ 125.00 | 9/16/20 |
| Recreation | | \$ 946.00 | 9/16/20 |
| Recording | | \$ 30.00 | 11/17/20 |
| Certificate of Occ | | \$ 75.00 | 1/1 |
| Other | | \$ | |

Approved: Building Permit 9/25/2020
 Issued to: Renee & Brad Lafontaine
 Zoning Administrator: Sharon Kelley
 Notes: Emergency info given
need to be in a RESIDENTIAL 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.

SFH
to be placed
Approx. 185' to 240'
from ROAD as agreed
in Settlement Agreement Attached.

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 2¹. 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 2.² 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,

¹ 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

² 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.

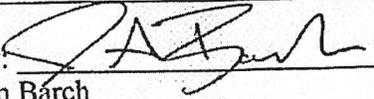
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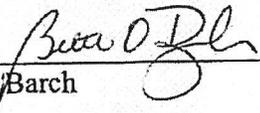
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| By: _____ Blair Haxel | By: <u>Nathan Beaman</u> Nathan Beaman |
| By: _____ Jim Barch | By: _____ Renee LaFountain |
| By: _____ Betti Barch | By: _____ Brad LaFountain |

By: _____
Caitlin Haxel

By: _____
Blair Haxel

By:  12/31/2020
Jim Barch

By:  12-31-2020
Betti Barch

By: _____
Alyssa Beaman

By: _____
Nathan Beaman

By: _____
Renee LaFountain

By: _____
Brad LaFountain

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

Exhibit 1

Site Plan (Not for Recording and Not To Scale)

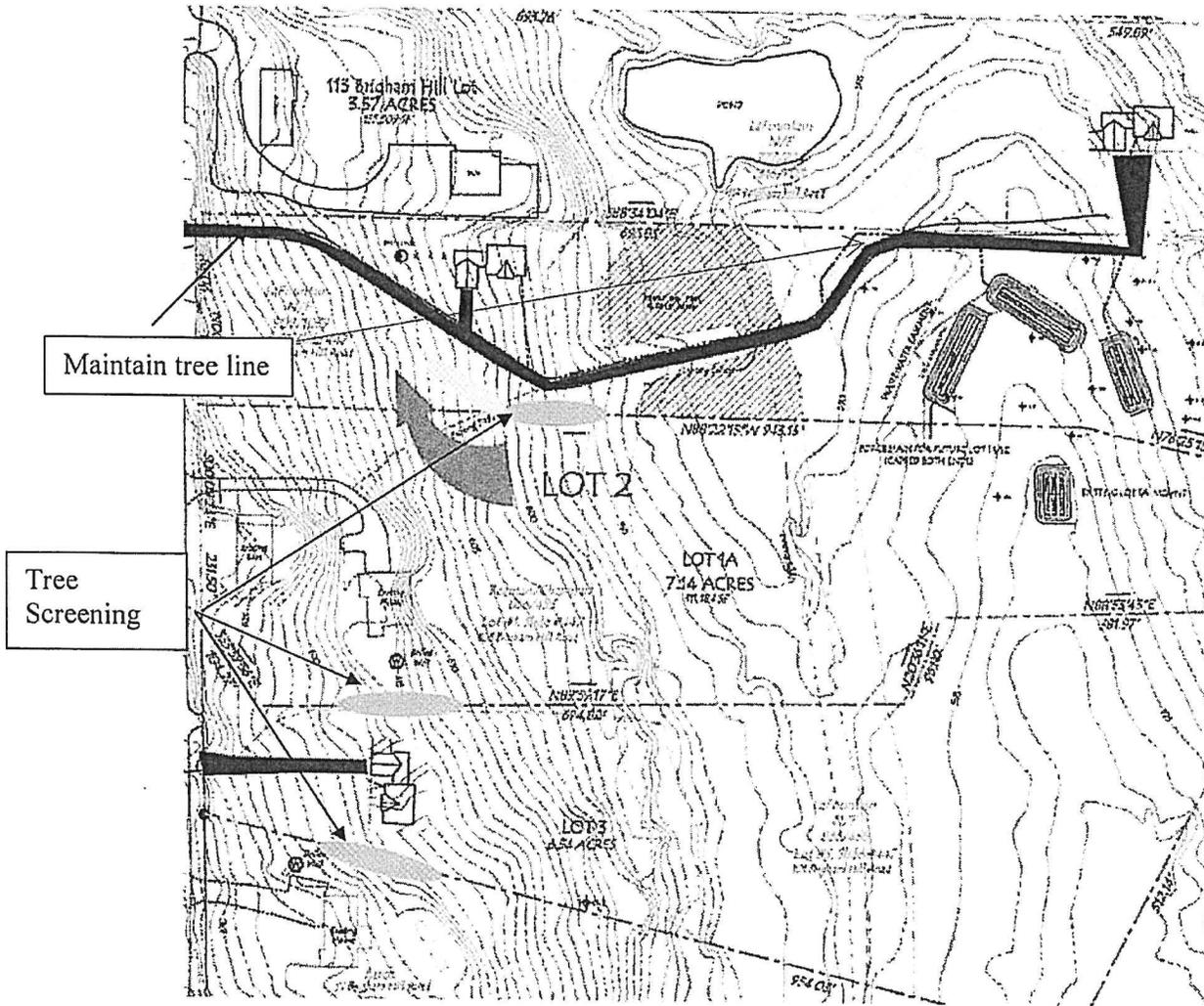


Exhibit 2

(Restrictive Covenants Lot 3 and Lot 2)