

Appeal Period Expires 7/27/10
 Zoning District AR & II

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

Application Date 1/1/10
 Permit Number 2010-92

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 and it must remain posted throughout the construction period.

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.

Occupancy of the premises shall not take place until a Certificate of Occupancy is obtained.

Approval is subject to accuracy of information provided by the applicant.

A Parcel Account Num. (Map-Parcel-Lot) 2-033-017-000
 (found in Town Assessor's Office)
 Property Address: 245 River Road
 Owner: Scott A. Lee & Pamela P. Schriener
 Owner Address: 247 River Road 203-2338
 Owner Phone: (work) 203-627-7007 (home) 764-5955
DAVID (cell) 310-0455 (Email) See # above
 Contractors name: _____ Phone: _____
 Cell: _____
 Estimated Construction Dates: Start: 7/27/10 Completion: 7/27/11
 Sq. Feet: 2200 Estimated Cost (labor & materials): \$150,000

B Sewage Disposal (Please attach Sewer or Septic Application)
 Public Private Connection Fee \$ State Permit WP-4-3522 Date Paid: 1
 Proposed New Bedrooms: 3 Existing Bedrooms Plans Attached

C Water (Please attach Water Service Application)
 Public Private Fee \$ _____ Date Paid: 1/1

D Driveway (Please attach copy of approved Curbcut / Utility Application)
 Date of approval 1/1 Using the existing curbcut

E Stormwater NA
 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. (Instruction sheet available upon request.)
attached
Scott A. Lee & Pamela P. Schriener
G Signature of Owner

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: ZCAR</i>			
Garage (attached) (detached)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porch (enclosed) (open)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deck	<input 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"/>

Office Use Only

Fees:	Type	Amount	Date Pd
	Permit	\$ <u>35.00</u>	<u>07/07/10</u>
	School	\$ _____	<u>1/1/10</u>
	Recreation	\$ <u>62.00</u>	<u>7/27/10</u>
	Recording	\$ <u>20.00</u>	<u>07/27/10</u>
	Other	\$ <u>75.00</u>	<u>07/27/10</u>

Building Permit

Approved Rejected Date 7/16/10
 Issued to Lee & Schriener
 Zoning Administrator: James J. Kelley
 Notes: see other side

C.O. Required: Yes No

* notes to Permit # 2010-92.

1. This property is one lot and located in the AR and F1 zone. The regulations were changed in 2008 wherein only required acreage is required per Dwelling Unit. The frontage remains at 200 feet for both structures. The new home is located entirely in the AR zone.
2. The new house will be utilizing the same driveway as the primary house. The addition of a residential unit does not infringe on Section 3.1.(G)(5) as only two lots and two dwelling units are served.
3. No subdivision has been proposed or reviewed.
4. Applicant to adhere to ^{strict} erosion control measures.
5. All construction to meet setback requirements of AR zone. Home will be at least 50' from River Road + Kimo Drive.
6. Applicant to erect a protective construction fence to the existing landscape during construction.
7. If Kimo Drive becomes public, ^{Town} utilities will be utilized by the applicants. ^{water & sewer} ~~at no expense to the Town~~
8. If Kimo Drive becomes a public road, the applicant can obtain a new curbside permit from public works. The curb & driveway will be constructed pursuant to public works recommendations.
Sharon Kelley, Z.A.
7/12/10
9. The applicant is aware of potential future improvements as stated by the Town Engineer in a memo dated 1/21/10.

F Diagram - Provide diagram here and include all setbacks

SK



DR

SK

KS

File

State of Vermont
Department of Environmental Conservation
Wastewater Management Division
Essex Regional Office
111 West Street
Essex Junction, VT 05452-4695
www.septic.vt.gov

[phone] 802-879-5656
[fax] 802-879-3871

Agency of Natural Resources



April 19, 2011

Mark Johnson
512 Brickyard Road
Colchester VT 05446

RE: WW-4-1388-1, Durand property; amending WW-4-1388 to complete Phase II by constructing (2) two bedroom residential units on lot with commercial building with an office and seven employees located at 67 Center Road in Essex, Vermont.

Dear Applicant:

We received your completed application for the above-referenced project on April 19, 2011, including a fee of \$50.00 paid by check #1582. Under the performance standards for this program, we will have a maximum of 30 days of "in-house" time to review your application. If we require further information from you to make a decision, the time until we receive it is not included in the in-house performance standards.

If you have any questions about the review process, or if you have not received a decision on your application within the 30 in-house days, please contact this office.

We have forwarded the information contained in your application to the Information Specialist for this region. A Project Review Sheet will be sent to you indicating other state agencies and departments you should contact regarding additional permits or approvals you may need under their programs. If you have not already done so, you should also check with town officials about any necessary town permits.

If you submitted your application electronically through eDEC, your consultant will need to upload any revisions and send an email to Ernestine Chevrier, James Sandberg and the reviewer notifying us that you have resubmitted information. This email should reference both the eDEC number and the WW number for the project.

For the Division of Wastewater Management

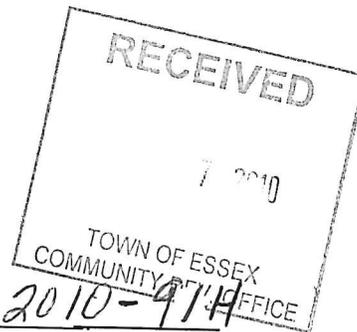
Ernestine Chevrier
Ernestine Chevrier
Regional Office Coordinator

cc: Essex Planning Commission
Paul O'Leary



APR 22 2011

TOWN OF ESSEX, VERMONT
ZONING PERMIT APPLICATION
FOR PERMITTED HOME OCCUPATIONS



Appeal Period Expired: 7/15/10

Permit # 2010-974

Date: 4/13/10

Application Fee: \$95 pd.

Applicant's Name and Address: Matthew Norton
44 Center Rd, Essex, Jct VT 05452

Type of Home Occupation: Towing

Phone Numbers: Home: 876-7951 Work: 355-4372 Cell: 355-8077

Zoning District: (R2) (Bld) Tax Map, Parcel, & Lot: 2-878-8467 112 000
056

The undersigned hereby applies for permission to operate a Home Occupation pursuant to Section ~~25-1~~ ^{4.9} of the Zoning Regulations.

Applicant's Signature Matthew Norton

Approved on: 6/30/10 Denied on: 1/1

(See attachment for conditions of approval or reasons for denial.)

By: Shawn L. Kelley
Zoning Administrator

Any interested person may appeal the decision of the Zoning Administrator to the Zoning Board of Adjustment within 15 days of permit issuance. Commencing construction or operations within this 15 day appeal period is prohibited by law.

This permit is valid as long as you continue your business at the location you applied for and you do not alter the use in which you applied for.

MATTHEW NORTON HOME OCCUPATION
44 CENTER ROAD
CONDITIONS OF APPROVAL

1. This approval is granted to Matthew Norton. Mr. Norton will be operating his business named 'Any Time Towing' out of the premises located at 44 Center Road.
2. Only 1 business vehicle, namely a flatbed truck is allowed on the premises. The truck will be parked so that it never backs out of the lot onto Route 15.
3. The storage trailer on the site is used for his personal use however it does have a business logo on it. Therefore, it is agreed that the trailer can be kept in the rear of the lot, away from Route 15.
4. It is recognized that Mr. Norton owns a motor boat, two water ski-dos and other small equipment that are his personal property and not associated with the business.
5. No vehicles can be sold on this lot other than what is allowed by the Zoning Regulations. All vehicles must be registered and inspected.
6. Mr. Norton will continue to clean the lot, however will remove the junk within a reasonable time period.
7. It is acknowledged that in an emergency situation, during extreme winter weather conditions, Mr. Norton may keep a towed vehicle, on his flatbed truck in the yard, until first morning light at which time it will be transferred to his storage lot off site.
8. If there are more than five trip ends a day associated with the wrecker vehicle an additional review must take place with this office. Additional traffic may or may not be permitted.
9. There shall be no noise made by the wrecker that is adverse to the residential character of the area.
10. When Mr. Norton vacates the premises, the approval will expire.
11. Pursuant to the Zoning Regulations, the Home Occupation approval granted to Matthew Norton at 4 Maplelawn Drive is void.

Know all Men by these Presents

That

LEE & LEE REALTY, INC., a Vermont Corporation with its principal place of business in

Essex Junction in the County of Chittenden
and State of Vermont Grantor, in the consideration of
ten and more Dollars
paid to its full satisfaction by SAHARA NORTH ASSOCIATES, a Vermont Limited Partnership with principal place of business in

Williston in the County of Chittenden
and State of Vermont Grantee, by these presents, do
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee
SAHARA NORTH ASSOCIATES

and its successors
certain piece of land in Essex Junction and assigns forever, a
County of Chittenden and State of Vermont, described as
follows, viz:

Being a portion of all and the same lands and premises conveyed to Lee & Lee Realty, Inc. by Warranty Deed of Helen S. Mable dated March 8, 1977 and recorded in Volume 129, pages 475-476 of the Town of Essex Land Records, and being more particularly described as follows:

COMMENCING at a point on the northerly side of River Road, so-called (Route 117) which point is 274.78 feet east of the southwesterly corner of the property referred to above; thence running N 9° 35' 47" E 838.71 feet to a point; thence bearing slightly to the right and proceeding 212.71 feet, more or less, to a point; thence turning slightly to the right and proceeding N 53° 07' 23" E 130 feet to a point; thence turning to the left and proceeding N 42° 38' 20" W 249.82 feet to a point; thence turning to the right and proceeding N 00° W 210.70 feet to a point; thence turning to the left and proceeding N 90° W 297.34 feet to a point; thence turning to the right and proceeding N 23° 10' 13" W 480.00 feet to a point; thence turning to the right and proceeding N 10° 33' 35" E 460 feet to a point; thence turning to the right and proceeding S 71° 16' 25" E 2946.50 feet to a point; thence turning to the right and proceeding S 34° 19' 35" W 155.20 feet to a point; thence turning to the right and proceeding S 54° 09' 05" W 178.68 feet to a point; thence turning to the left and proceeding S 35° 05' 45" W 100 feet to a point; thence turning slightly to the left and proceeding S 24° 40' 35" W 140.70 feet to a point; thence turning slightly to the left and proceeding S 12° 08' 15" W 159.20 feet to a point; thence turning slightly to the right and proceeding S 34° 22' 25" W 317.60 feet to a point; thence proceeding S 42° 23' 55" W 143.35 feet to a point; thence turning slightly to the left and proceeding S 28° 11' 25" W 184.40 feet to a point; thence turning to the left and proceeding S 22° 04' 55" W 75.00 feet to a point; thence turning to the right and proceeding N 57° 56' 24" W 301.46 feet to a point; thence turning to the right and proceeding N 38° 36' 49" W 215.53 feet to a point; thence turning to the left and proceeding along the easterly curvature of Chatham Road, so-called, 300 feet, more or less, to a point on the easterly side of said roadway opposite the northwest corner of lands previously conveyed to Joseph A. and Lorraine A. Jordan (Lot #24, so-called); thence turning to the left and proceeding S 32° 21' 35" W 300 feet, more or less, to the southwesterly corner of lands previously conveyed to Jordan (Lot #24, so-called); thence turning to the right and proceeding N 57° 38' 25" W 464.95 feet to a

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Provision of Access to
Road From lots 1,2,3,4
Gives Boundaries of
Leclair Property and
Center of Road with
Point of origin

Right of way
doc

Deed from L & L Realty
to Sahara North Associates
(Frank Witcomb)

point; thence turning to the left and proceeding S 20° 03' 45" W 331.13 feet to a point; thence turning slightly to the left and proceeding S 11° 44' 25" W 177.04 feet to a point on the northerly side of River Road, so-called; thence turning to the right and proceeding along the northerly side of River Road 376.63 feet, more or less, to the point or place of beginning. The Grantor herein conveys to the Grantee, its successors or assigns, a right of way for use in common with others, sixty (60) feet in width, along a portion of the easterly boundary of said parcel (Lot #23 and adjacent common land) in order to connect the previously described parcel with Parcel Two.

The Grantor herein reserves a right of way across that road laid out on a plan of Chatham Place, so-called, said right of way being sixty (60') feet in width to provide ingress and egress to those lots set forth on said plan as Lots 1, 2, 3, and 4. The Grantor herein further retains a right of way in and across said roadway for the construction, installation, and maintenance of any and all utilities necessary to provide services to the aforementioned lots. In the event that the within Grantor, in the course of said construction, installation, or maintenance, damages said roadway, the Grantor herein shall return the same to the condition which existed at the time said work was performed.

This property may be subject to spring rights reserved in a deed from Armand A. Belisle, dated October 6, 1961 and recorded in Volume 65, page 91 of the Town of Essex Land Records, and may be subject to a right of way dated December 15, 1923 and recorded in Volume 35, page 194, and may be subject to an easement dated November 8, 1929 and recorded in Volume 38, page 79 of the Town of Essex Land Records.

Parcel Two: Commencing at a point on the northerly side of Route 117, which point is the southeast corner of the property conveyed to the within Grantor by Mable as set forth above; thence proceeding N 36° 26' 35" W 20.00 feet to a point; thence turning to the right and proceeding in a line parallel to N 21° 26' 05" E 105.00 feet to a point; thence turning to the left and proceeding N 30° 07' 42" W 97.21 feet; thence turning to the right and proceeding N 42° 03' 25" E 100.00 feet to a point; thence turning to the left and proceeding N 18° 50' 15" E 60.00 feet to a point; thence turning to the left and proceeding N 03° 48' 35" E 199.15 feet; thence turning to the left and proceeding N 49° 32' 35" W 28.67 feet to a point; thence turning to the right and proceeding N 01° 46' 45" E 456.49 feet to a point; thence turning to the right and proceeding S 58° 29' 25" E 325.00 feet, more or less, to a point; thence turning to the right and proceeding S 29° 16' 05" W 75.00 feet, more or less, to a point; thence turning slightly to the left and proceeding S 25° 33' 55" W 241.80 feet to a point; thence turning slightly to the left and proceeding S 21° 26' 05" W 591.75 feet to the point or place of beginning. Said parcel is conveyed to the Grantee, its successors or assigns, subject to a right of way for use in common with others, twenty (20) feet in width for 10.5 feet from Route 117 and then increasing to sixty (60) feet in width along said parcel's easterly boundary leading from Route 117 to lands of one Jordan (Lot #23, so-called).

Reference is hereby made to the abovementioned instruments and the records thereof and the deeds and references contained therein in further aid of this description.

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 11th day of August, 1982, between SAHARA NORTH ASSOCIATES, a Vermont limited partnership of Williston in the County of Chittenden State of Vermont, hereinafter referred to as "MORTGAGOR," which term wherever used herein shall mean each and all of the signers of this Mortgage, and THE HOWARD BANK, a corporation organized and existing under the laws of the State of Vermont, with place of business at Burlington, Vermont, hereinafter referred to as "MORTGAGEE."

MORTGAGOR, in consideration of the indebtedness herein recited, grants and conveys to MORTGAGEE and MORTGAGEE'S successors and assigns, property located in the County of Chittenden, State of Vermont; which has the address of Route 117, Essex, Vermont (hereinafter referred to as "Property Address"), and which is more fully described as follows:

Being two parcels of land located on the northerly side of River Road, so-called, in the Town of Essex, and being all and the same lands and premises conveyed to the within mortgagor by warranty deed of Lee & Lee Realty, Inc. dated August 6, 1982, and recorded in Book 167, Page 420-22 of the Essex Land Records.

Said lands and premises are subject to rights of way reserved in said deed and to easements and rights of way of record, together with spring rights and slope rights of record.

To said deed, and the records thereof, and to all deeds and records therein referred to, reference is hereby made in aid of this description.

Discharge
5.00
Howard Bank
For the President

See Certificate Rec'd in Vol. 879 Pg. 535-537
Essex Vermont Town Clerk's Office
August 16 1982 at 11:55 PM received
for record. Of this record.
Deputy Town Clerk
Down Clark NY

TO HAVE AND TO HOLD such property unto MORTGAGEE and MORTGAGEE'S successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

TO SECURE to MORTGAGEE (a) the repayment of the indebtedness evidenced by the following Note(s) executed by the party(s), on the date(s), and in the principal sum(s) as follows: Two Hundred Thousand and 00/100 Dollars dated August 11, 1982 given by the undersigned Sahara North Associates and Frank L. Whitcomb, Clinton C. Morse, Jr., Richard H. Wilemann, James A. Lamphere, Ramon J. Law and Hugh R. Bemis with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of MORTGAGOR herein contained; and (b) the repayment of any future advances and indebtedness of any kind, with interest and other charges as agreed upon, created between MORTGAGOR and MORTGAGEE pursuant to paragraph 1K hereof or otherwise.

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except as follows _____

and that MORTGAGOR will warrant and defend the title to the Property against all claims and demands, except as herein otherwise expressly provided.

DISCHARGE

The conditions of this mortgage deed having been fully paid and satisfied, said mortgage is hereby discharged this 9th day of August 1982.
Howard Bank
Witness *Deputy Town Clerk*
By: *Deputy Town Clerk*
Duly Authorized Agent