

Appeal Period Expires 7/7/09
 Zoning District AR-1

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

Application Date 1/1
 Permit Number 2009-75

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 Numb. (Map-Parcel-Lot) 2-033-017-000
 (found in Town Assessor's Office)
 Property Address: 247 River Rd
 Owner: Scott A. Lee / Pam Schirner *Pamela L. Schirner*
 Owner Address: 247 River Rd
 Owner Phone: (work) _____ (home) 764-5935
 (cell) 203-627-7007 (Email) _____
 Contractors name: Self Phone: _____ Cell: _____
 Estimated Construction Dates: Start: 6/1/09 Completion: 6/12/09
 Sq. Feet: _____ Estimated Cost (labor & materials): \$16,000

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

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 *existing*

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. (Instruction sheet available upon request.)
1. Finish 2nd floor above garage + family room for additional living space
2. create accessory apt.

G Signature of Owner Scott A. Lee

G

Check box(es) which describe proposed use or construction (circle choice in parenthesis).
 N = New A = Addition R = Remodel

Residential: N A R
 Single Family
 Two-family (duplex)(other)
 Multi-family
 Condominium / Townhouse
 Mobile home

Inclusions or 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: *Accessory Apt*
 Change in use
 Miscellaneous
 Renewal

Office Use Only

Fees:	Type	Amount	Date Pd
	Permit	\$50.00	6/22/09
	School	\$	1/1
	Recreation	\$	1/1
	Recording	\$16.00	6/22/09
<i>CO</i>	Other	\$75.00	6/22/09

Building Permit
 Approved Rejected Date 6/22/09
 Issued to: Lee, Scott A. + Schirner
 Zoning Administrator: Sharon L. Kelley
 Notes: Accessory regulations given to applicant

C.O. Required Yes No

THIS PERMIT VALID FOR TWELVE (12) MONTHS FROM DATE OF ISSUE

(web) 01/25/06

Know all Men by these Presents

That

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

Vol 167 *

420-23

Essex Junction in the County of Chittenden
and State of Vermont Grantor, in the consideration of
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:

Provision of Access to
Road From lots 1,2,3,4
Gives Boundaries of
Lectair Property and
Centr. of Road with
Point of origin

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

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.

To have and to hold ~~she~~ granted premises, with all the privileges and appurtenances thereof, to the said Grantee
SAHARA NORTH ASSOCIATES

its successors ~~heirs~~ and assigns, to their own use and behoof forever;
And it the said Grantor
LEE & LEE REALTY, INC.

for itself and its successors
executors and administrators, do escovenant with the said Grantee
SAHARA NORTH ASSOCIATES

its successors
~~heirs~~ and assigns, that until the ensembling of these presents it is
the sole owner of the premises, and have good right and title to convey the same in
manner aforesaid, that they are free from every encumbrance;

and it hereby engage to Warrant and Defend the same against all lawful claims
whatever,

In Witness Whereof, it hereunto set its hand and seal
this day of August A. D. 19 82

In Presence of

[Signature]
LEE & LEE REALTY, INC., by its
duly authorized agent

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Vermont Property Transfer Tax
V.S.A. Chap. 231
ACKNOWLEDGMENT
Return No. A 593362
Signed [Signature]
Date August 11, 1982

State of Vermont, } ss. At Burlington this
Chittenden County } day of August A. D. 1982

KIM T. LEE, duly authorized agent of LEE & LEE
REALTY, INC.
personally appeared, and he acknowledged this instrument, by
him sealed and subscribed, to be his free act and deed, and
the free act and deed of Lee & Lee Realty, Before me [Signature]
Inc.

Notary Public (Title)

Essex, Vermont Town Clerk's Office, August 11, 1982 at 4 o'clock and 55 minutes p.m.,
received for record the instrument of which the foregoing is a true record.

Attest, [Signature]
Town Clerk

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 slopage 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.

August 11 1982
5:00 PM
Frank L. Whitcomb
President Sahara North Associates

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. Wiemann, James A. Lamphere, Ramon J. Lawrentz 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 18 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.

for Certificate filed in Vol. 879 Pg. 595-597
Essex Vermont Town Clerk's Office
August 16 1992 at 12:15 PM received
per record. A true record.
Attest: Fran for Crawford
Don Clark NY

DISCHARGE

The conditions of this mortgage deed having been fully paid and satisfied, said mortgage is hereby discharged this 9th day of August 1992.
William Bank
Witness *Doyle Hazard* By: *Doyle Hazard* Daily Authorized Agent