

Appeal Period Expires 10/23/08  
Zoning District R2

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

Application Date 10/08/08  
Permit Number OCT 2008-145

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.

**Parcel Account Num.** (Map-Parcel-Lot) 2-024-008-003  
(found in Town Assessor's Office)  
**Property Address:** 63M River Rd. Essex Junction, VT.  
**Owner:** Dean + Lynn Cote 05452  
**Owner Address:** 70 Birch St. Apt 101 Biddeford, ME  
**Owner Phone:** (work) \_\_\_\_\_ (home) same 04005  
(cell) 207-229-6244 (Email) \_\_\_\_\_  
**Contractors name:** Latham Mobil Homes Phone: 802-434-2770  
Bobbi Nyeen 999-2033 Cell: \_\_\_\_\_  
**Estimated Construction Dates:** Start: 10/23/08 Completion: 12/1/08  
**Sq. Feet:** 66' x 14' Estimated Cost (labor & materials): \$7,500  
without hitch (used)

**G**

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

<b>Residential:</b>	N	A	R
Single Family	<input 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 (used)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Inclusions or Additions:</b>			
Garage (attached) (detached)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porch (enclosed) (open)	<input 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"/>
<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"/>

**B Sewage Disposal** (Please attach Sewer or Septic Application). Existing  
Public  Private  Connection Fee \$ \_\_\_\_\_ Date Paid: 1/1  
Proposed New Bedrooms: 0 Existing Bedrooms 3

**C Water** (Please attach Water Service Application). Existing  
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** N/A  
 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.)  
Replace existing mobile home for a new mobile home slightly larger, no change to bedroom status.  
Hitch to be removed over

**G Signature of Owner** Dean + Lynn Cote

**Office Use Only**

Fees:	Type	Amount	Date Pd
	Permit	\$ <u>50.00</u>	<u>10/08/08</u>
	School	\$ _____	<u>1/1</u>
	Recreation	\$ _____	<u>1/1</u>
	Recording	\$ <u>16.00</u>	<u>10/08/08</u>
	Other	\$ <u>75.00</u>	<u>10/08/08</u>

**Building Permit**  
Approved  Rejected  Date 10/8/08  
Issued to: Dean W + Lynn M. Cote  
Zoning Administrator: Sharon L. Kelley  
Notes: Applicant owns trailer and leases land. See attached letter from Landowner + Abutter.  
C.O. Required Yes  No

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

(web) 01/25/06

9/29/10  
(Rick) Grant 355-1156  
Fredrick new owner

9/18/2008

This confirms previous discussions whereas I do not object to the placement of Dean Cote's mobile home to be no closer to my property line than 4' 6".

A handwritten signature in cursive script, appearing to read "Don Lavalley".

Don Lavalley



September 4, 2008

Lynn & Dean Cote  
63 River Rd. Lot M  
Essex Jct, VT 05452

Dear Lynn & Dean,

This letter is to confirm you have been granted permission to remove the existing trailer on the lot located at 63 River Rd., Lot M and replace with a new trailer.

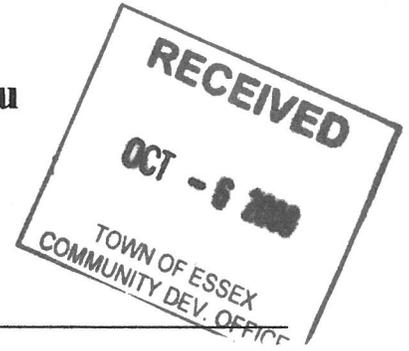
Our office as well as the owners have received the paperwork from Latham Homes with the dimensions of the new trailer. *Permission is also granted for the trailer to be able to go as close to the road as needed.*

*9/22/08 MJW*  
If any further information is needed please feel free to contact our office @ #802-658-3600.

Sincerely,

*Michelle Mayo*  
Michelle Mayo  
Property Manager

**Stephen J. & Dayle A. Moreau**  
**1683 St. Andrews Way**  
**Prescott, AZ. 86301**  
**928-445-2922**



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October 2, 2008  
Town of Essex  
81 Main Street  
Essex Jct., VT. 05452

Re: Lot M  
63 River Road, Essex , VT.

Dear Sir:

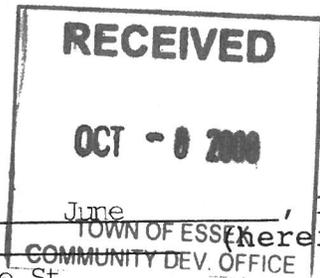
We, Stephen J. and Dayle A. Moreau approve the removal and set-up of a new and larger Mobile Home on the above mention lot in our Park in Essex .

Sincerely,

*Stephen J. Moreau*  
*Dayle A. Moreau*  
Stephen J. Moreau  
Dayle A. Moreau

cc: IPM

MANAGEMENT AGREEMENT



THIS AGREEMENT is made this 12th day of June, 1995,  
by and between Investment Property Managers, Inc. (hereinafter  
referred to as Agent) with an address at 231 Maple St.  
Burlington, VT 05401 and STEVEN and Dayle Moreau  
(hereinafter referred to as Owner) with an  
address at Granite Mt. Coffee & Bev., 108 W. Gurley St., Prescott, AZ 86301.

RECITALS

1. Owner holds title to the following described real property:  
\*\*\*SEE ATTACHED  
herein referred to as the property.

2. Agent is experienced in the business of operating and managing real estate similar to the above-described property.

3. Owner desires to engage the service of Agent to operate the property, and Agent desires to provide such services on the following terms and conditions.

In consideration of the mutual covenants contained herein, the parties agree:

1. EMPLOYMENT & AUTHORITY OF AGENT

- (a) The owners hereby appoint Investment Property Managers, Inc., as their sole and exclusive agent to rent, lease, manage, and operate the premises.
- (b) For this purpose, the Agent is authorized to secure the services of other rental agents, place newspaper advertising, and post for rent signs on the premises.
- (c) The Agent is empowered to sign leases on the Owner's behalf, and to enforce the provisions of same, and to work with the Owner's attorney in instituting legal action or other proceedings to collect rents and other sums due, and to evict tenants and other persons from the premises.
- (d) It is understood and agreed that Agent is the sole and procuring cause of any lease, written or oral that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owners themselves.
- (e) The Owner's Attorney is Bob Roessler. If no attorney is stated, Agent shall have authority to refer eviction matters to its counsel to handle the matter on owner's behalf.

2. SPECIFIC AUTHORITY ON REPAIRS & ALTERATIONS

The Owners authorize the Agent to perform the following services, by their election of one of the following options: (Check Option A or B)

OPTION - A ( )

Except under circumstances which the Agent shall reasonably consider to constitute an emergency, the Agent will record all requests for repairs, alterations, decorating, or services and will refer same promptly to the Owners, whereupon the responsibility for completion of said repairs will rest with the Owners alone.

OPTION - B (X)

Agent shall use its best efforts to insure that the property is maintained in an attractive condition and in good repair. In this regard, the Owners authorize the Agent to purchase necessary supplies: to contract for utility services as needed, including vermin extermination, trash removal, and other services which the Agent shall deem advisable; and to make ordinary repairs, alterations or decorations to the premises, provided that the expenditure for any one item shall not exceed the sum of 150.00, without the express written consent of the Owners, unless the Agent shall consider the circumstances surrounding the request for repairs or services to be an emergency and prior Owner consent is not readily obtainable. The Agent will use diligence in contracting for repairs and other services, and will have the right to hire, discharge, supervise and pay employee, servants or contractors for work performed. The Agent will not be liable to the Owners or other workmen, if the Agent has taken reasonable care in their employment.

3. RESPONSIBILITIES OF THE AGENT

In addition to the foregoing authorizations, the Agent will perform the following functions on the Owner's behalf:

- (a) Collect all the rents and income due from tenants when such amounts become due, and deposit same into a trust account maintained on behalf of the Owner. The trust account shall be maintained at all times in a national or state member bank that is a member of the Federal Deposit Insurance Corporation. Agent shall not commingle any of the above-described revenues with any funds or other property of agent. From the revenues deposited in the trust account, agent shall pay all items with respect to the property for which payment is provided in this agreement, including the compensation of agent. After such payments agent shall remit any balance of any monthly revenues to owner concurrently with the delivery of a monthly report.

All Funds  
DEPOSITED  
INTO KEY BANK  
ACCOUNT

# 0100008127

- (b) Collect security deposits under any lease and place same into escrow accounts as many be required by law.
- (c) Maintain accurate and complete accounting records of all receipts and disbursements, and to submit at least once a month a written statement to the Owners indicating collections and expenses, along with copies of paid bills. Said statement shall be furnished by the AGent to the Owner no later than the end of the next succeeding month.
- (d) Agent shall advertise vacancies by all reasonable and proper means; provided, agent shall not incur expenses for advertising in excess of three hundred Dollars (\$300.00) during any calendar quarter without the prior written consent of owner.
- (e) Agent shall, in the name of Owner, execute and serve such notices and demands on delinquent tenants as agent may deem necessary or proper. Agent, in the name of Owners, shall institute, settle, or compromise any legal action and make use of such methods of legal process against a delinquent tenant or the property of a delinquent tenant as may be necessary to enforce the collection of rent or other sums due from the tenant, to enforce any covenants or conditions of any lease or month-to-month rental agreement, and to recover possession of any part of the property. No other form of legal action will be instituted and no settlement, compromise, or adjustment of any matters involved therein shall be made without the prior written consent of Owner, except when agent determines that immediate action is necessary.
- (f) Agent shall manage the property in full compliance with all laws and regulations of any federal, state, county, or municipal authority having jurisdiction over the property.
- (g) Agent shall at all times during the term of this Agreement maintain such licenses and permits as are required for any of the various services to be performed by Agent on behalf of Owner.
- (h) In addition to the foregoing, agent shall perform all services that are necessary and proper for the operation and management of the property, and shall report to owner promptly any conditions concerning the property that, in the opinion of agent, require the attention of owner.

#### 4. COMPENSATION OF THE AGENT

In consideration of the services to be rendered by their Agent, the Owners agree to pay the Agent any or all the following forms of compensation as many be applicable:

- (a) FOR MANAGEMENT - a fee equal to \*\*\*SEE ATTACHED PERCENT ( %) of all rent and other income from the premises, including any and all sums collectible under any leases, including but not limited to water and sewer charges, excess taxes or insurance.
- (b) FOR LEASING - the sum of N/A shall be paid to the Agent as an "acquisition fee." Should the tenant, for any reason, vacate the premises prior to 6 months after the commencement of any lease, the Agent will use every reasonable effort to secure another tenant without receiving any additional "acquisition fee."
- (c) ~~LEASE CHARGES - late charges, uncollectible check charges, and application fees paid by tenants under any lease are the property of the Agent to offset the Agent's expenses in enforcing the respective lease provisions.~~
- (d) ~~FOR SALE TO TENANT - if a sale or exchange of the premises is effected to a tenant, or anyone acting on the tenant's behalf, the Owner covenants prior to entering a sales contract with tenant to execute a listing agreement in standard form with Agent which provides for a commission of N/A % of the sales price provided Agent is a licensed real estate broker or salesperson.~~

5. INDEMNIFICATION

The Owner shall save the Agent harmless from all suits for damages in connection with the proper management of the premises, and from liability for injuries suffered by any person while on the premises. The Owner shall carry, at Owner's expense, sufficient public liability insurance with the Agent designated as an additional insured.

6. AMOUNTS DUE AGENT

In the event that the Agent advances personal funds to make payment for expenses incurred on the Owner's behalf, and said funds are not reimbursed by the Owner, either by deduction from rents collected and/or payment by the Owner, then the Agent will be entitled to interest of N/A % per month of the monies expended and not reimbursed within 15 Days after written submission by the Agent to the Owner of the amount due.

7. TERM OF AGREEMENT

After an initial trial period of sixty days, during which time this Agreement is terminable by either party at will, this Agreement will remain in effect for a period of one (1) year. Either party may terminate this Agreement at the end of said term by

giving to the other party written notice of termination at least sixty (60) days prior to its expiration.

In the event of any cancellation of this Agreement, the Agent is to receive the balance of any commissions due under this Agreement during the term of existing leases.

8. SALE OF PROPERTY

On voluntary sale of the property by Owner and the delivery of the deed of conveyance therefor, this Agreement shall automatically terminate. Owner shall notify Agent of the sale of the property as soon as such sale is negotiated.

9. TERMINATION FOR CAUSE

If Agent breaches any of the terms of this Agreement, Owner shall give Agent written notice of such breach. If Agent fails to remedy the breach within 7 days after receiving the above-described notice, Owner may terminate this Agreement.

10. VOLUNTARY CANCELLATION BY AGENT

Notwithstanding any other provisions of this Agreement, the Agent may elect to cancel this Agreement upon the occurrence of any of the following circumstances:

- (a) In the event of a total condemnation or demolition of the premises.
- (b) If a petition for bankruptcy is filed by either the Owner or the Agent, or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act.
- (c) If the Owner shall fail to comply with any rule, order, determination, ordinance or law of any federal, state or local authority, relating to the operation of the premises.

Notice of voluntary cancellation by the Agent must be sent to the Owners in writing at least 30 days prior to cancellation.

11. ASSIGNMENT

Neither party hereto shall assign this Agreement without the other party's written consent. If, by agreement of the parties there is an assignment, then this Agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

12. ATTORNEYS' FEES

Should either party bring suit to enforce any of the terms of this

agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

13. AGENT AS INDEPENDENT CONTRACTOR

Agent is an independent contractor and not an employee of Owner for any purpose.

14. EFFECT OF PARTIAL INVALIDITY

Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.

15. CHOICE OF LAW

This Agreement has been made and entered into in the State of Vermont, and the laws of Vermont shall govern the validity and interpretations of the Agreement and the performance hereunder.

16. ENTIRE AGREEMENT OF PARTIES

This Agreement embodies the entire understanding of the parties. There are no further or other Agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred herein.

17. MODIFICATION

This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

18. OTHER CONDITIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Witness

*[Handwritten Signature]*

*[Handwritten Signature]*

Manager - Agent

By: *[Handwritten Signature]* 7-18-95  
by its duly authorized Agent

By: *[Handwritten Signature]*  
Owners  
*[Handwritten]* 6/30/95



June 12, 1995

ATTACHMENT TO MANAGEMENT AGREEMENT  
BETWEEN:  
INVESTMENT PROPERTY MANAGERS, INC.

*Stephen* &  
STEVEN & DAYLE MOREAU

RECITALS: ITEM #1 1433 Williston Rd So. Burlington, VT 05403  
2121 Shelburne Rd Shelburne, VT 05482  
19 George St. Burlington, VT 05401  
Mobile Home Park River Rd Essex Jct., VT 05452

COMPENSATION OF THE AGENT: ITEM #a fee amount 7% for Williston Rd  
" " " " " Shelburne Rd  
" " " " " George St.  
fee amount 5% for River Rd

Witness

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

By: *[Handwritten signature]* 7-18-95  
Manager/Agent  
By: *[Handwritten signature]*  
Owner(s)  
4/30/95