

TOWN OF ESSEX

APPLICATION FOR CERTIFICATE OF OCCUPANCY

No. 293-88

APRIL 5 1989

The undersigned herewith requests an inspection of the premises and the issuance of "Certificate of Occupancy" of premises, or portion thereof, for use or habitation.

This request is for use only of existing land or buildings.

This request is for new construction or rehabilitated or altered structure which was done under authority of building/zoning permit # 293-88.

issued Dec 6 1988 to FAURETT BULDERS INC.

Premises are at 8 LANG DRIVE (LOT #1A)

Driveway location inspected and approved by D.C & D.L.

Water service installation inspected and approved by D.C & D.L.

Sanitary sewer connection or septic system inspected and approved by:

D.C & D.L.  
Name

\_\_\_\_\_  
Date

Construction was begun DEC 6 1988 and completed APR. 14 1989.

Actual cost of construction \$ 140,000.

Approval granted by:  Planning Commission \_\_\_\_\_ Zoning Board of Adjustment

Jan. 28 1988.

Use of premises intended RESIDENTIAL  
(Type of Use)

Land was conveyed by WARRANTEE and is recorded in Vol. 235  
(Type of Deed)

page 199-203 of the Town of Essex Land Records by JOHN W LANG AND NANCY E LANG  
(Grantor)

to FAURETT BULDERS INC. SEPT 19 1988. John Faurett  
(Grantee) (Date) (Applicant's Signature)

Certificate of Occupancy approved  with  without \_\_\_\_\_ conditions.

If with conditions, see attachment outlining same. See Attachment

Certificate of Occupancy denied \_\_\_\_\_. Please see attachment with reasons for denial.

April 12, 1989  
Date

John Faurett  
Zoning Administrator  
Town of Essex, Vermont

AGREEMENT

This Agreement is made the date hereinbelow written by and among Faucett Builders, Inc., a Vermont corporation with a principal place of business in Shelburne, Vermont (hereinafter referred to as "Owner"), and the Town of Essex, a Vermont municipality, to wit:

WHEREAS, Faucett Builders, Inc. has constructed a residence on Lot #14, Woodland Subdivision, Lang Farm Development, Route 15, Essex Junction, Vermont;

WHEREAS, it appears that the residence constructed by Faucett Builders, Inc. does not comply with the setback requirements of the Town of Essex;

WHEREAS, the Town of Essex has agreed to issue a Certificate of Occupancy notwithstanding such noncompliance based upon certain assurances by Owners.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Within four (4) months of the date hereof Owner shall take all reasonable measures to bring the dwelling located on the lot hereinabove described into compliance with the Zoning Regulations of the Town of Essex. Reasonable measures shall include but not be limited to obtaining a variance from the Town of Essex Zoning Board of Adjustment.

2. The Town of Essex shall issue a Certificate of Occupancy to Owner. Issuance shall not imply that a variance will be granted by the Board of Adjustment and shall not be construed as a recommendation of a variance by the Zoning Administrator.

3. Owner shall reimburse the Town for all legal fees and costs reasonably incurred in enforcing the terms of this Agreement. Further, Owner shall reimburse the Town for all legal fees and costs reasonably incurred in enforcing its zoning ordinance, except that Owner shall not be responsible for any legal fees incurred by the Town in an appeal from a denial of a variance request by the Town of Essex Zoning Board of Adjustment providing that Owners are successful in obtaining such variance in such appeal.

4. It is expressly understood by the parties hereto that the issuance by the Town of Essex of a Certificate of Occupancy in no way relieves Owners from any obligations under this Agreement or from complying with any applicable bylaw or ordinance of the Town of Essex. Further, the granting of a Certificate of Occupancy by the Town of Essex shall not be used by Owners as a defense in any subsequent proceedings before any municipal board or court of competent jurisdiction.

5. This Agreement shall be binding upon the parties hereto and their respective, heirs, successors, and assigns.

Dated at Shelburne, Vermont, this 12<sup>th</sup> day of April, 1989.

FAUCETT BUILDERS, INC.

By: *Alex Faucett*  
Duly Authorized Agent

Dated at Essex, Vermont, this 12<sup>th</sup> day of April, 1989.

TOWN OF ESSEX

By: *J. J. Finke*  
Duly Authorized Agent