

Given

TOWN OF ESSEX CERTIFICATE OF OCCUPANCY APPLICATION

DATE OF REQUEST: 2/8/2019 FEE: \$85.00 PK SK (includes recording)
MAP/PARCEL/LOT: 2-084-002-020 NO. 2018-095

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 zoning permit # 2018-095

issued to Pinewood Development, LLC on June 1, 2018

Premises are at 8 Evergreen Drive

Water service installation inspected and approved by Public Works + OBCA

Driveway location inspected and approved by Public Works

Sanitary sewer connection or septic system inspected and approved by:

Name: OBCA Date: July 2018

Construction was begun June 18, 2018 and completed Spring, 2019

Approval granted by P.C. or Z.B.A. on June 1, 2018

Use of premises intended Single family, 3 bedroom, 2 car attached
(type of use)

Applicant's Signature: Brian J. Marcotte Telephone: 878-4606 Cell: 238-3538

By issuance of this Occupancy Permit, the Town of Essex Zoning Administrator hereby acknowledges that the use and/or building construction is in complete conformity with the Zoning Regulations, unless otherwise noted. Field measurements and similar dimensions for setbacks are based in part on evidence supplied by owner. The Town of Essex is not liable for errors or mistakes when it is found that information submitted by the applicant is erroneous or inaccurate.

Certificate of Occupancy has been approved with without other side conditions.
If with conditions, see attachment outlining same.

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

2.8.19
Date Sharon L. Kelley
Zoning Administrator

2-8-19

Conditions to Cert. of Occupancy
#2018-95

1. An escrow will be held by Wick + Maddocks Law Office to cover remaining work as noted on the attached escrow agreement.

The Landowner and/or developer shall schedule a revisit ^{with the Z.F.} no later than July 1, 2019.

The house is approved for occupancy at this time.

James J. Kelly, Z.F.

ESCROW AGREEMENT

2/8/19 Date

Name of Seller(s): Pinewood Development, LLC

Name of Buyer(s): Mukesh Kumar and Anupam Garg

Address: 8 Evergreen Drive, Essex

Escrow Agent: Wick & Maddocks Law Offices

Seller(s), Buyer(s) and Escrow Agent hereby agree to the following terms and conditions in consideration of the mutual covenants contained herein:

1. The Sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), is hereby set aside in escrow with the Escrow Agent, and this sum shall be placed by Escrow Agent in *Wick & Maddocks Trust Account* at *Citizens Bank*. This sum will be released by the Escrow Agent when the work/items described below have been satisfactorily completed. The Buyers shall certify in writing to the Escrow Agent when all work/items described herein have been satisfactorily completed.

2. The Escrow Agent shall have no duty to determine the performance or nonperformance of any term or condition between the parties hereto, and the duties and responsibilities of the Escrow Agent are limited to those specifically stated herein.

3. Any disputes between the Seller(s) and Buyer(s) regarding any matter contained herein shall be submitted to arbitration. If the parties are unable to agree on a single arbiter, each party shall choose one arbiter, and the two arbiters shall choose a third. The decision of the majority of the arbiters shall be binding and conclusive upon the parties, and may be rendered in such form that judgment may be entered thereon in the superior court of the State of Vermont.

4. The Escrow Agent shall not be obligated to turn any monies over to Seller(s) until it shall either have received the written completion certificated signed by Buyer(s) or a final decision of the arbiters.

5. The Seller(s) and Buyer(s) hereby agree to indemnify and save the Escrow Agent harmless from all costs, expenses, claims and causes of action for any reason whatsoever arising out this Escrow Agreement, it being understood that the Escrow Agent is acting as a mere stakeholder, and has no liability to either the Seller(s) or Buyer(s) herein, except as specifically stated herein.

6. The work/items which must be completed/corrected by Seller(s) in order to receive the escrow funds, are specifically described as follows:

- 1. See Attached list
- 2. ^{\$}18,000 Exterior Trim + Siding
- 3. 4,000 Front entry porch w/ columns + back deck treads/risers
- 4. 5,000 6" topsoil, grading, hydro-seeding for the yard + Gravel for driveway + sidewalk
- 5. 600 Install ext. light fixtures, doorbells + some int. light fixtures + fans
- 6. 1,500 Garage: landing steps into house, attic ladder, interior trim
- 7. 400 Basement lower door install
- 8. 500 Install replacement Tere Stone vanity top + mirror in guest room

7. As each of the above items is satisfactorily completed, the dollar amount shown above opposite each item may be release to Seller(s) by Escrow Agent.

8. If any of the work described herein is not completed on or before the 30 day of July, 2019, Escrow Agent shall have the right to disburse all remaining escrow funds to Buyer(s), after giving five (5) days written notice to Seller(s).

9. Escrow Agent shall have satisfied any notice requirements hereunder if notice is sent to Seller(s) at the following address:

57 River Rd. Suite 1003
Essex Jct. VT 05452

and to Buyer(s) at the following address:

Buyer

Buyer

Seller

Bryan Marathe

Seller

Escrow Agent

ESCROW ITEMS TO BE COMPLETED

Exterior:

- Exterior trim and siding
- Front entry porch
- Finish back deck (roof, treads/risers)
- Six inches of topsoil, grading and hydro-seeding for the yard, to include 2 street trees
- Finish gravel for the driveway and front sidewalks.
- Attic ladder
- Garage to mudroom staircase

BJM

Carpentry:

- Garage baseboard trim
- Garage interior trim: 2 Windows and 2 doors
- Basement Looover door
- Install Tere Stone countertop when the replacement piece arrives. (by 3/31/19)
- Install mirror in the guest room.

Electrical:

- Install exterior light fixtures, doorbells, some interior light fixtures and fans.



O'Leary-Burke Civil Associates, PLC

CIVIL ENGINEERING | REGULATORY AND PERMIT PREPARATION | LAND SURVEYING | CONSTRUCTION SERVICES | LAND USE PLANNING

July 2, 2018

Jessanne Wyman
Regional Engineer
State of Vermont
111 West Street
Essex Jct., VT 05452

RE: Wastewater System and Potable Water Supply Permit WW-4-1806-2
Lot H-20 Water & Sewer Connection

Dear Jessanne:

We are writing in regards to the above referenced permit to provide water and sewer connection extension certification for Lot H-20 on Evergreen Drive within the 'Pinewood' development in Essex, Vermont.

With the extensions completed for the above unit, all testing and certifications have been completed. Please find the following certification language from the permit.

Per conditions #12 & #16 of WW-4-1806-2, "I hereby certify that in the exercise of my reasonable professional judgment, the installation-related information submitted is true and correct and the potable water supply and wastewater system were installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests."

If you have any questions, comments or need additional information, please feel free to contact me at 878-9990.

Sincerely,

Karl Marchessault, P.E.

Z:2000/026/Wyman-WW-4-1806-2 LOT H-20

