

TOWN OF ESSEX

APPLICATION FOR CERTIFICATE OF OCCUPANCY

NO. 126-93

September 16, 1993

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 #126-93

issued August 24, 1993 to FTA Properties

Premises are at 15 Pinecrest Drive, Essex Junction

Water service installation inspected and approved by R. Safford

Driveway location inspected and approved by existing

Sanitary sewer connection or septic system inspected and approved by:

Name: existing Date: _____

Construction was begun 8/24, 1993 and completed 9/16, 1993

Approval granted by: P.C. Z.B.A., 19 .

Use of premises intended office
(type of use)

Applicant's Signature: Jonathan R. Rightmeyer, Ph.D., for FTA Properties, Inc.

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 approved with without _____ conditions
If with conditions, see attachment outlining same.

Contingent upon attached parking lease being in effect.
Certificate of Occupancy denied _____. Please see attachment with reasons for denial.

9-29-93
Date

Jay A. Park
Zoning Administrator, Town of Essex, VT

PARKING LEASE

This Agreement of Lease, executed in duplicate, this 17th day of September, 1993, between Towne Marketplace Condominium Association, of Essex, Chittenden County, Vermont (hereinafter called "Landlord") and FTA Properties, Inc., of Essex, Chittenden County, Vermont (hereinafter called "Tenant");

WITNESSETH:

1. Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord the following described premises (hereinafter called the "leased premises"):

Nine (9) parking spaces situated in, on, and upon the common areas and facilities of the Essex Towne Marketplace Condominium situated on Susie Wilson Road in the Town Essex, County of Chittenden, State of Vermont, which parking spaces shall be designated by mutual agreement of the Landlord and the Tenant.

2. The term of this Lease shall commence on the ²⁰~~17~~th day of 1993 and shall terminate on the ¹⁹~~18~~th day of September, 1994, provided, however, that the parties may extend the same from year to year, in writing, upon such terms and conditions as they shall mutually agree upon. JFR RSO

3. Tenant does hereby covenant and agree to pay the Landlord Two Hundred Dollars (\$200.00) per year per parking space, which rent shall be due and payable semi-annually, on the ^{Twentieth}~~Seventeenth~~ day of September and on the ^{Twentieth}~~Seventeenth~~ day of March. In the event that any semi-annual rental payment shall be more than ten (10) days late, as determined by the date of receipt by the Landlord, a late penalty of ten percent (10%) of said semi-annual rental payment shall be due and payable within twenty (20) days after the due date. JFR RSO

4. Tenant shall use the leased premises for the parking of motor vehicles in conjunction with the operation of a business commonly known as Family Therapy Associates situated at 15

Pinecrest Drive in Essex, Vermont, and shall not use or permit the leased premises to be used for any other purpose. There shall be no overnight parking on or upon the leased premises from November 1 through April 15.

5. Tenant will not assign this Lease Agreement or sublet the leased premises or any part thereof without first obtaining, on each occasion, the written consent of the Landlord.

6. With respect to the leased premises, the Landlord and the Tenant shall comply with and abide by the terms and provisions of the Declaration of Condominium of the Towne Marketplace Condominium, the Bylaws of the Towne Marketplace Condominium Association, and any rules and regulations of the Association adopted pursuant to said Bylaws provided, however, that no amendment, rule, or regulation adopted during the term of this Lease Agreement shall diminish the rights of the Tenant as set forth herein.

7. The Landlord shall be responsible for maintaining the leased premises, including the maintenance of the service thereof and the removal of snow therefrom.

8. During the term of this Lease, Tenant, at its own expense, shall carry public liability insurance in not less than the following limits:

Bodily injury - \$1,000,000.00

Property damage - \$500,000.00

which liability insurance shall cover and encompass the leased premises.

9. The Landlord and the Tenant shall not be responsible for the loss of or damage to property or injury to persons in or about the leased premises or for the acts, omissions or negligence of the other party or its agents, employees, or

invitees and each party shall indemnify and save the other party harmless from any and all claims and liability for loss or damage to property or injuries to persons occurring on or about the leased premises.

10. Tenant will permit no waste or injury to the leased premises and shall take no action or fail to take any action which would damage or diminish the use thereof.

11. This Lease Agreement is subject to and hereby subordinate to all present and future mortgages and other encumbrances affecting the leased premises or the property of which the leased premises is a part. The Tenant agrees to execute any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this Lease Agreement to any such mortgage or encumbrance.

12. In the event that the Tenant shall hold over after the expiration or termination of this Lease Agreement, in accordance with the terms hereof, it shall not be deemed a renewal of this Lease Agreement but a tenancy at will and the rent to be paid for the use and occupancy of the leased premises shall thereafter be at a rate equal to one hundred fifty percent (150%) of the rental rate paid immediately prior to the expiration or termination of this Agreement.

13. In the event that the Tenant shall become insolvent or if bankruptcy proceedings shall be begun by or against the Tenant before the end of the term of this Lease Agreement, the landlord may, at its option, forthwith cancel this Lease, as for default. The Landlord may elect to accept rent from a receiver, trustee, or other judicial officer during the term of their occupancy, in their fiduciary capacity without affecting the Landlord's rights as contained in this provision, but not receiver, trustee, or other judicial officer shall have any right, title, or interest in or to the leased premises by virtue of this Lease Agreement.

14. In the event that the Tenant shall suffer the rent to be in arrears, or shall abandon or vacate the leased premises before the end of the term of this Lease Agreement, and, after having received fifteen (15) days written notice to cure the same has failed to cure same, or the Tenant shall have failed to comply with any of the other terms and provisions of this Lease Agreement, then the Landlord may, at its option, forthwith cancel this lease Agreement and may, with or without judicial process, enter the leased premises and remove any persons or property therefrom and seek such damages from the Tenant as may be reasonable.

15. At the termination of this Lease Agreement as herein provided, the Tenant shall quit and surrender the leased premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable use and wear thereof excepted.

16. If any default be made in the performance of any of the covenants or agreement herein contained, and the Tenant having been given 15 days written notice to cure same has failed to cure same, then this Lease Agreement and the relation of the Landlord and Tenant, at the option of the Landlord, shall wholly cease and terminate and the Landlord may re-enter the premises and remove all persons and property therefrom.

17. It is understood and agreed between the parties hereto that time is of the essence and that this applies to all terms and conditions contained herein.

18. Failure of the Landlord to insist on strict performance of and compliance with the terms, agreements, and conditions contained in this Lease Agreement or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such term, agreement,

or condition, but the same shall continue in full force and effect.

19. In the event that this Lease Agreement shall be determined to be void or a nullity by any court of competent jurisdiction, then each of the parties hereto shall be released and discharged from any and all obligations contained herein and any consequential damages stemming therefrom and it shall be as though this Lease Agreement had never been entered into, provided, however, that the Tenant shall be entitled to a return of a pro-rated portion of any rental payment covering any period beyond the date of said determination.

RA JFR
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DATED this ~~17~~th day of September, 1993.

Towne Marketplace Condominium
Association, Landlord

Ray Allaire, Pres.
Duly Authorized Agent

FTA Properties, Inc.,
Tenant

Jonathan Rightmyer
Duly Authorized Agent

9/20/93