

TOWN OF ESSEX CERTIFICATE OF OCCUPANCY APPLICATION

DATE OF REQUEST: 2/19/03

MAP/PARCEL/LOT: 58/32

NO. 2002-280

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 # 2002-280

issued to BRIAN & SHIREEN McNABB on 11-1-02

Premises are at 8 Jericho Rd

Water service installation inspected and approved by existing

Driveway location inspected and approved by State Agency of Transportation

Sanitary sewer connection or septic system inspected and approved by: Trent Cetta

Name: existing Date: _____

Construction was begun _____, 20____ and completed _____, 20____

Approval granted by P.C. or Z.B.A. on PC: 10/30/02, 2002

Use of premises intended School & 2 bedroom residential apartment
(type of use)

Applicant's Signature: [Signature] Telephone: 802-879-9114

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 _____ conditions.
If with conditions, see attachment outlining same.

*Conditions are met
+ released 8-22-03
see attached
letter
Stelley, Secretary*

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

2/19/03
Date

[Signature]
Jerry L. Firkey, Zoning Administrator



TOWN OF ESSEX VERMONT

81 MAIN STREET, ESSEX JUNCTION, VERMONT 05452
Fax: 878-1353 • E-mail: manager@essex.org • Website: www.essex.org

August 22, 2003

Brian and Shireen McNabb
8 Jericho Road
Essex Jct., VT 05452

Re: Certificate of Occupancy For Montessori School and Apartment

Dear Mr. & Mrs. McNabb:

I performed a final inspection of your property at 8 Jericho Road and found you have complied with the conditions of the original Certificate of Occupancy issued on February 19, 2003, therefore, your Certificate of Occupancy is considered free of all encumbrances.

This letter should also serve as a release of the remaining monies you have posted with the escrow agent, John J. Collins, Esq. of Collins, McMahon and Harris, P.L.L.C.

If you have any questions, please call at 878-1343.

Sincerely,

Jerry L. Firkey, Zoning Administrator

cc: John J. Collins, Esq.

<g:/commdev/permits/mcnabb.coaug03>

MEMORANDUM

TO: Brian and Shireen McNabb

FROM: Jerry L. Firkey- Zoning Administrator

DATE: February 19, 2003

RE: **Certificate of Occupancy# 2002-280 For School at 8 Jericho Road**

Your Certificate of Occupancy as referenced above has been issued with the following conditions:

- All exterior construction presently unfinished, including but not limited to, pavement, landscaping and sidewalk construction shall be completed by July 31, 2003.
- I have accepted and signed the escrow agreement (copy attached) dated February 19, 2003. Said agreement will be honored by both parties upon the completion of various items as listed in said escrow agreement.

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released

ESCROW AGREEMENT

This Agreement is made as of this 19 day of February, 2003, by and between Green Mountain Montessori School (hereinafter "GMMS") and the Town of Essex (hereinafter "Town"), and Collins, McMahon & Harris, P.L.L.C, as Escrow Agent (hereinafter "Escrow Agent").

WITNESSETH:

WHEREAS, the Town has issued Zoning Permit #2002-6 and PC #2002-26 (together the "Permits") to GMMS and Brian McNabb for improvements to premises located at 8 Jericho Road in the Town of Essex (hereinafter "Property"); and

WHEREAS, certain work must be completed prior to the Town's issuance of a Certificate of Occupancy for the Property; and

WHEREAS, all of the required work cannot currently be completed due to weather conditions; and

WHEREAS, the Town has agreed to issue a Conditional Certificate of Occupancy for the Property pending completion of all work required for issuance of a Certificate of Occupancy if GMMS places in escrow sufficient funds to ensure that all such work is completed in a timely manner; and

WHEREAS, GMMS and the Town have agreed to enter into this Escrow Agreement for the purpose of escrowing \$21,234.00 in order to ensure that the items of work are completed by GMMS not later than July 31, 2003.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Escrow. GMMS has delivered \$21,234.00 to the Escrow Agent, the receipt of which the Escrow Agent hereby acknowledges. Said funds are to be held in escrow upon the terms and conditions hereinafter set forth.
2. Escrow Account. The funds shall be held in the trust account of the Escrow Agent during the term of the escrow. Both parties acknowledge and agree that no interest will be paid on the funds held in escrow.
3. Conditions of Release of Escrow. The escrow funds will be released to GMMS

upon completion of the following work by GMMS as hereinafter provided:

	<u>Approximate Cost</u>
(1) Paving	\$8,400
(2) Sidewalks	\$5,740
(3) Landscaping	\$3,640
(4) Fencing	\$656
(5) Linestriping	\$100
(6) Electrical work	\$2,318
(7) As-built drawings	\$380
Total:	\$21,234.00

The escrow for each item exceeding \$2,500 in cost shall be released to GMMS as each such item of work is completed upon receipt by Escrow Agent of a written statement signed by Town Zoning Administrator Jerry Firkey certifying that said item of work listed above has been completed to the Town's satisfaction. The balance of escrowed funds for items of work costing less than \$2,500 each shall be released to GMMS upon receipt by Escrow Agent of a written statement signed by Town Zoning Administrator Jerry Firkey certifying that all remaining work listed above has been completed to the Town's satisfaction. In the event the conditions of this Escrow Agreement are not met by July 31, 2003, the Town may take all action necessary to complete the work listed above and submit to Escrow Agent invoices for the cost of completing said work. Escrow Agent shall pay said invoices from the escrow funds. Any escrow funds remaining after payment of invoices shall then be released to GMMS. Any costs incurred over and above the amount held in escrow shall be due and payable by GMMS.

4. Release of Escrow by Escrow Agent. The Escrow Agent shall have no duty to determine the performance or non-performance of any term or condition between the parties, and the duties and responsibilities of the Escrow Agent are limited to those specifically stated herein. Upon its receipt of written confirmation by the Town that all conditions have been fulfilled, Escrow Agent shall release the escrow funds as provided in the foregoing paragraph.

5. Attorney Fees. If either GMMS or the Town successfully bring an action to enforce the terms and provisions of this Escrow Agreement, they shall be entitled to recover costs and expenses, including reasonable attorney fees, against the other.

6. Notice. Any notice to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, via registered mail or certified mail with return receipt requested, addressed as follows:

To GMMS: Brian McNabb
8 Jericho Road
Essex, VT 05452

To Town: Jerry Firkey
Zoning Administrator
Town of Essex
81 Main Street
Essex Junction, VT 05452

To Escrow Agent: John J. Collins, Esq.
Collins, McMahon & Harris, P.L.L.C.
P.O. Box 1623
Burlington, VT 05402-1623

7. Indemnity. Escrow Agent shall not be liable to anyone by reason of an error of judgment, or a mistake of law or fact, or for any act done or step taken or omitted in good faith. The parties hereto, other than the Escrow Agent, agree, jointly and severally, to indemnify and hold the Escrow Agent harmless from and against all expenses, liabilities, damages, actions or other charges incurred by or assessed for anything done or omitted by the Escrow Agent in the performance of its duties hereunder.

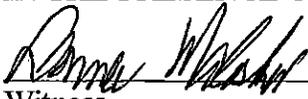
8. Entire Agreement. This Agreement and the documents and instruments referred to herein embody the entire Agreement entered into between the parties relating to the subject matter hereof, and may not be amended except by written instrument executed by all the parties hereto. Nothing in this Agreement shall be construed to limit any remedies at law or in equity the parties may have for breach of this escrow agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont.

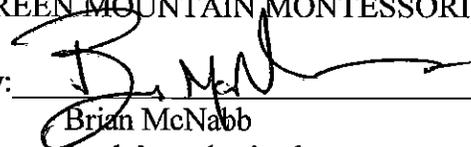
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

IN THE PRESENCE OF:

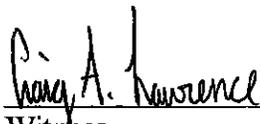


Witness

GREEN MOUNTAIN MONTESSORI SCHOOL

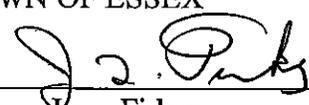
By: 

Brian McNabb
Its duly authorized agent



Witness

TOWN OF ESSEX

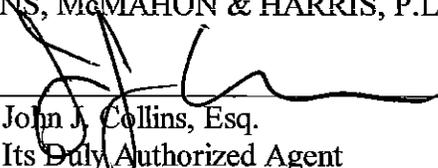
By: 

Jerry Firkey
Its duly authorized agent



Witness

ESCROW AGENT
COLLINS, McMAHON & HARRIS, P.L.L.C.

By: 

John J. Collins, Esq.
Its Duly Authorized Agent