

A PROFESSIONAL CORPORATION

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Robert H. Rushford  
Shareholder  
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November 16, 2023

**HAND DELIVERED**

William F. Ellis, Esq.  
McNeil, Leddy & Sheahan  
271 South Union Street  
Burlington, VT 05401

Re: Ehlerville, LLC – Memorandum of Understanding

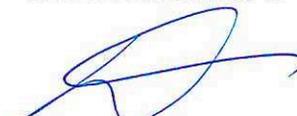
Dear Bill:

Enclosed please find the **original** Memorandum of Understanding signed by our client, Ehlerville, LLC. Please provide a fully executed copy once signed by the Town of Essex.

Please be in touch with any questions.

Very truly yours,

GRAVEL & SHEA PC



Robert R. Rushford

RHR:jlr

Enclosure  
4857-3750-2353, v. 1

## Memorandum of Understanding

### Redevelopment of 72, 74, and 76 Upper Main St. and Access to 80 and 90 Upper Main St.

THIS AGREEMENT is made this 15<sup>th</sup> day of NOV, 2023, by and between the Town of Essex, a Vermont municipal corporation located in Chittenden County ("Essex" or the "Town"), and Ehlerville, LLC, located at 72 and 74 Upper Main St. and Ehler Properties, LLC, located at 76 Upper Main St. (collectively, "Ehlers").

WHEREAS, the Town has entered into a Purchase and Sale Agreement with Montowese Industrial Park, LLC and intends to close on the purchase of 80 and 90 Upper Main St., the two (2) abutting parcels northeasterly of the Ehlers' properties, in November 2023; and

WHEREAS, the Town needs to ensure access to 80 and 90 Upper Main St. prior to closing on the Purchase and Sale Agreement; and

WHEREAS, the Town desires access across the Ehlers' properties, specifically 76 Upper Main Street and potentially 74 Upper Main Street, across from the signalized Billie Butler Drive / Upper Main Street / Maplefield's intersection; and

WHEREAS, the Ehlers would like to maintain existing uses and curb cuts, and to further develop the properties, potentially with multi-unit dwellings; and

WHEREAS, the Town intends to apply to the State of Vermont for a state designation in the Essex Town Center area;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Ehlers hereby agree as follows:

1. A 66-foot-wide right-of-way would be provided through an easement for construction and an Irrevocable Offer of Dedication from Ehlers to the Town to form a four-way, public road intersection with Upper Main Street and Billie Butler Drive at the existing signalized intersection substantially in the location as shown on the attached Exhibit A, last revised October 20, 2023.
2. A 60-foot-wide right-of-way would be provided through an easement for construction and an Irrevocable Offer of Dedication from Ehlers to the Town from the 66-foot-wide right-of-way to 80 Upper Main Street as depicted on Exhibit A.
3. The Parties agree to pursue a Boundary Line Adjustment along the common property line that would result in a transfer from the Town to Ehlers of 0.5 acres as depicted on Exhibit A, or in such other location as the parties may otherwise agree, subject to approval by the appropriate municipal panel, with such Boundary Line Adjustment to be completed when the Town accepts the Warranty Deeds for the roadways described in the Irrevocable Offers of Dedication.
4. The Town will be responsible for constructing the roadways within the dedicated strips of land at its own cost and expense, which shall include the cost to complete filling the existing pond.
5. The Irrevocable Offers of Dedication shall contain the following provisions: (a) that the accompanying Warranty Deeds for the roadway strips may not be accepted until the roadways are constructed and open to through traffic; (b) that the offers shall expire and become null and void if the roadways are not constructed and accepted within ten (10) years after the

delivery of the Irrevocable Offers of Dedication; and (c) the Town will provide the Ehlers with twelve (12) months' notice prior to the commencement of construction on the roadways.

6. The parties will cooperate in good faith on the design and layout of the roadways to accommodate the future build out of both properties and where applicable, to incorporate mutually beneficial features, such as underground utilities, pipes, conduits and service taps for future connection, together with curb cuts for future planned connections and development. Specifically, the roadway entrance shall be designed to facilitate the existing ingress and egress patterns to Maplefields' gasoline pumps and store. The Parties acknowledge that the Town has no regulatory control over curb cuts on Route 15, but will provide reasonable support for Ehlers' efforts with respect to access to the Ehlers' properties.
7. In the event the Town's efforts to develop 80-90 Upper Main Street would require the closure of the westerly access to the Ehlers' properties, the Parties shall negotiate in good faith to arrive at an agreement on an acceptable second access point.
8. The Town will, when it applies for a state designation for the Town Center area, strive to include Ehlers' properties within the designated area.
9. The Town will assign available sewer capacity (i.e., from reserve capacity) of approximately 110 E.U.s to Ehlers for purchase to allow for the planned future development of the property. This capacity will be reserved to Ehlers for purchase for a period of ten (10) years from the acceptance of the Warranty Deeds for the roadways and completion of the Boundary Line Adjustment contemplated in Section 3, above, at which point it will revert to reserve capacity. As part of this reservation, the Town will update the Selectboard as part of the annual update process on the assignment of 110 E.U.'s to the Ehlers' properties.
10. Ehlers will ensure any future development goes through the proper Town regulatory review and approval process.
11. The terms, conditions and benefits set forth herein are intended to run with the title to parties' respective properties and shall be binding on the parties' successors and assigns in title.

DATED this 15<sup>th</sup> day of Nov., 2023.

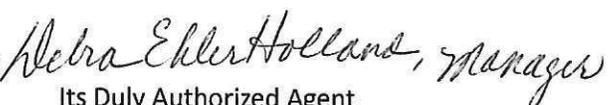
TOWN OF ESSEX

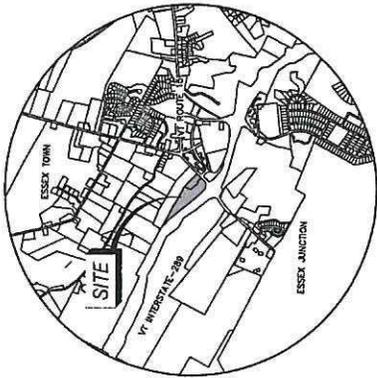
By:

  
Its Duly Authorized Agent *Town Manager*

EHLERVILLE, LLC  
and  
EHLER PROPERTIES, LLC

By:

  
Its Duly Authorized Agent



LOCATION MAP

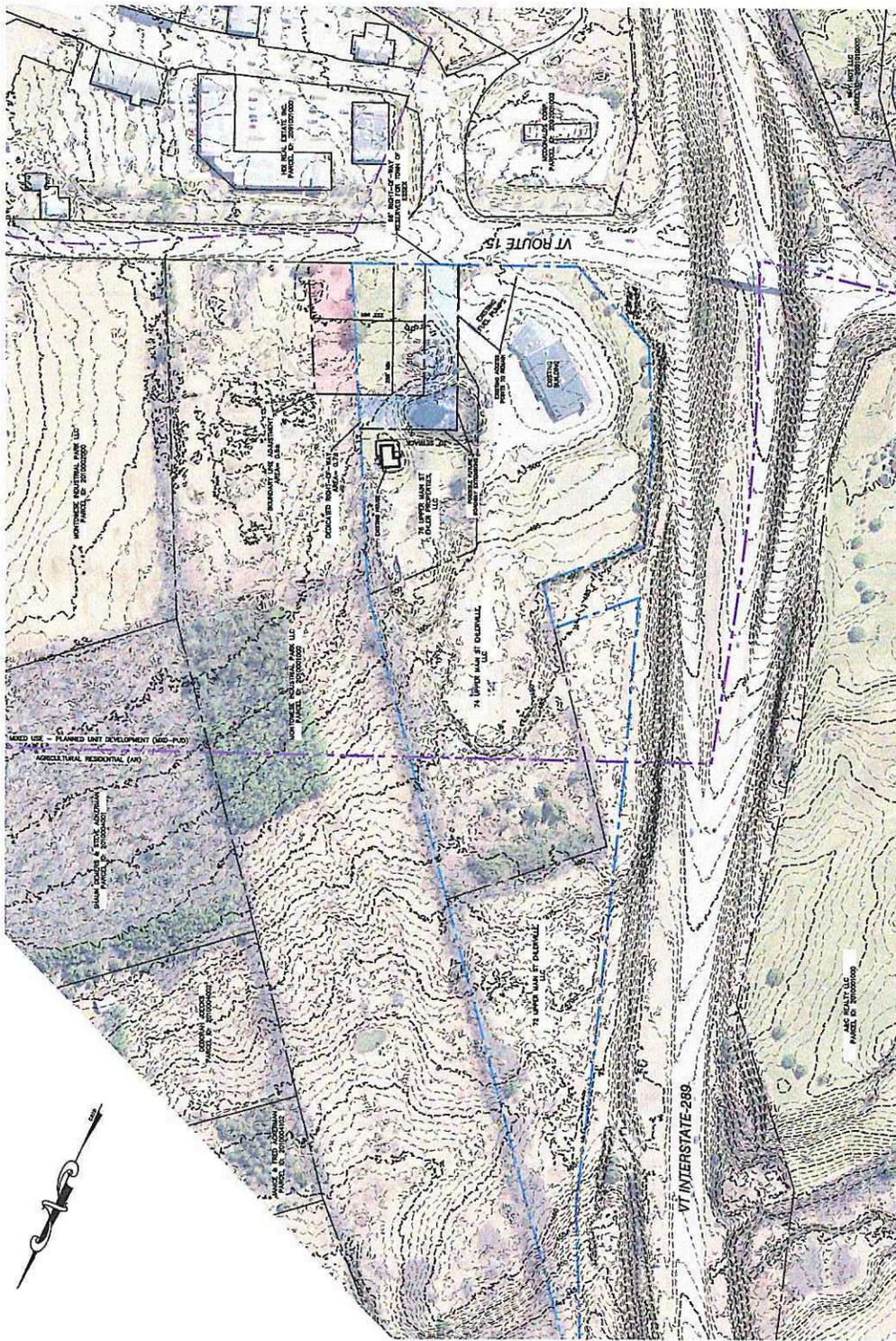
**LEGEND**

- PROJECT BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- BUILDING SETBACK
- TOPNA ZONING BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- RIGHT-OF-WAY
- PROPOSED PROPERTY LINE

**ZONING INFORMATION**

PARCEL ID: 200602200  
 ZONED: M2-PUD  
 DIMENSIONAL REQUIREMENTS  
 MINIMUM LOT AREA: 10,000 SF  
 MINIMUM LOT FRONTAGE: 100 FT  
 MAXIMUM ALLOWED COVERAGE: 40%  
 MAXIMUM HEIGHT: 40 FEET  
 FRONT SETBACK: 20 FT  
 SIDE SETBACK: 10 FT  
 REAR SETBACK: 15 FT

NOTE: THE SETBACK FROM THE SIDE BORDERING THE PROPERTY SHALL BE 10 FT FROM THE RIGHT-OF-WAY OF THE EXISTING MAJOR CONTOUR AND 50 FT FROM THE RIGHT-OF-WAY OF THE EXISTING MAJOR CONTOUR. THE FRONT SETBACK FROM VT ROUTE 15 IS 75 FT.



**NOTES:**

- THIS PLAN IS NOT TO BE USED FOR PROPERTY CONFORMANCE PURPOSES. SEE PROPERTY PLAN FOR PROPERTY CONFORMANCE PURPOSES.
- THE CONTRACTOR SHALL VERIFY TOLERANCE AT 1'-00"=50'-00" SCALE PRIOR TO ANY EXCAVATION.



**O'LEARY-BURKE CIVIL ASSOCIATES, P.C.**  
 10000 VERMONT AVENUE  
 SUITE 200  
 WASHINGTON, VERMONT 05676  
 TEL: 802-253-1100  
 FAX: 802-253-1101

PROJECT: 76 UPPER MAIN STREET  
 SHEET: 1 OF 1  
 DATE: 10/15/2009  
 EXHIBIT 'A'