



# Notice of Intent (NOI) - Amendment

for Stormwater Discharges from  
Municipal Separate Storm Sewer Systems (MS4)  
General Permit 3-9014

For Dept. Use Only  
Notice of Intent No:

Submission of this Notice of Intent (NOI) constitutes notice that the entity in Section A intends to be authorized to discharge pollutants to waters of the State under Vermont's Municipal Separate Storm Sewer Systems (MS4) permit. Submission of the NOI also constitutes notice that the party identified in Section A of this form has read, understands and meets the eligibility conditions; agrees to comply with all applicable terms and conditions; and understands that continued authorization under the MS4 General Permit is contingent on maintaining eligibility for coverage. In order to be granted coverage, all information required on this form and the Minimum Control Measure attachments must be completed and a complete Stormwater Management Program (SWMP) Plan must be submitted.

## A. Permittee Information

Name of MS4: Town of Essex  
Name of Principle Executive Officer (PEO) or Chief Elected Official (CEO): Patrick Scheidel Title: Municipal Manager  
Mailing Address: 81 Main Street  
City/Town: Essex Junction State: VT Zip: 05452  
Phone: (802) 878-1341 Email: pscheidel@essex.org

## B. Primary contact responsible for overall coordination of SWMP, if different than PEO/CEO

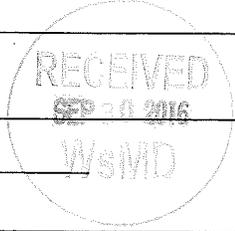
Name: Dennis Lutz, PE; Public Works Director  
Mailing Address: 81 Main Street  
City/Town: Essex Junction State: VT Zip: 05452  
Phone: (802) 878-1344 Email: dlutz@essex.org

## C. Partnering organization responsible for Minimum Control Measure implementation (if applicable)

If you are participating in the CCRPC MOU to implement MCM1 &/or MCM2 check here:  MCM 1  
Or, if you are relying on another entity to implement a MCM, please complete the following:  MCM 2

Organization: CCRPC Contact: Dan Albrecht  
Minimum Control Measure being implemented: Public Education & Outreach  
Public Participation & Involvement  
Mailing Address: 110 West Canal Street, Suite 202  
City/Town: Windsor State: VT Zip: 05404  
Phone: (802) 846-4490 ext. 29 Email: dalbrecht@ccrpcvt.org

Organization: \_\_\_\_\_ Contact: \_\_\_\_\_  
Minimum Control Measure being implemented: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Street/P.O. Box: \_\_\_\_\_  
City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_



**D. Municipal Separate Storm Sewer System (MS4) Information**

Estimate of the square mileage served by the MS4: 8.35 square miles

Identify the names of all know waters that receive a discharge from the MS4:

Receiving water	# of outfalls	Impaired status	Nature of impairment
Indian Brook		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Stormwater
Sunderland Brook		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Stormwater
Alder Brook		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Windoski River		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
Browns River		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**E. Stormwater Impaired Waters Information**

Does the MS4 discharge into a stormwater impaired water?  Yes  No

If yes, the MS4 must comply with all requirements listed in Part IV.C. of the permit, including the requirement to develop a Flow Restoration Plan (FRP) for the stormwater impaired water.

**F. Incorporation of Previously Permitted Stormwater Systems**

As part of this application, is the MS4 incorporating a stormwater system that was previously authorized under a State stormwater permit?  Yes  No

If yes, the MS4 must complete and attach an MS4 Incorporation Form for each permit it is incorporating. List permit numbers here: See attached table

**G. Certification**

This NOI shall be signed by a principal executive officer, ranking elected official or other duly authorized employee consistent with 40 CFR §122.22(b) and certified as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: Dennis Katz, PE Title: Public Works Director

Signature: [Signature] Date: 9-28-16

**Submit this Original form to:**  
 MS4 Permit Coordinator  
 VTDEC · Watershed Management Division  
 Stormwater Management Program  
 One National Life Drive  
 Montpelier, Vermont 05620-3522

## Instructions for Public Comment, Public Hearings, and Appeals

### PUBLIC COMMENT

Public comments concerning this Notice of Intent to discharge under General Permit No 3-9014 and the accompanying Stormwater Management Plan (SWMP) are invited and must be submitted during the public notice period. Comments should address how the application complies or does not comply with the terms and conditions of General Permit No. 3-9014. A letter of interest should be filed by those persons who elect not to file comments but who wish to be notified if the comment period is extended or reopened for any reason. All written comments received within the time frame described above will be considered by the Department of Environmental Conservation in its final ruling to grant or deny authorization to discharge under General Permit No. 3-9014.

All submitted NOIs and SWMPs can be found on the Stormwater Program's website at:  
<http://dec.vermont.gov/watershed/stormwater/permit-information-applications-fees/ms4-permit>

Send written comments to: VT DEC, Watershed Management Division  
Stormwater Management Program, MS4 Permit Coordinator  
One National Life Drive  
Montpelier, VT 05620-3522

### PUBLIC HEARING REQUEST

During the notice period, any person may submit a written request to this office for a public hearing to consider the proposed permit authorization. The request must state the interest of the party filing such request and the reasons why a hearing is warranted. A hearing will be held if there is a significant public interest (including the filing of requests or petitions for such hearing) in holding such a hearing. If the Secretary determines that useful information and data may be obtained thereby, the Secretary may hold a public hearing any time prior to the issuance of the authorization. Notice of a public hearing will be circulated 30 days prior to the hearing. (40 C.F.R. § 124.12 and Vermont Water Pollution Control Permit Regulations, Chapter 13.3G)

### APPEALS

Pursuant to 10 V.S.A. Chapter 220, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The appellant must attach to the Notice of Appeal the entry fee of \$250.00, payable to the state of Vermont.

The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal.

The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings.

For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at [www.vermontjudiciary.org](http://www.vermontjudiciary.org). The address for the Environmental Court is 2418 Airport Road, Suite 1, Barre, VT 05641 (Tel. # 802-828-1660)

A copy of General Permit No. 3-9014 may be obtained by calling (802) 490-6173; by visiting the Department at the above address between the hours of 7:45 am and 4:30 pm; or by downloading from the Watershed Management Division's Web site at <http://dec.vermont.gov/watershed/stormwater>.

**Stormwater Treatment Practices of Expired Stormwater Permits Maintained or to be Maintained by the Town**

Project Name	Stormwater Treatment Practice Name	Street	State Expired Stormwater Permit No.	Type of Stormwater Permit	Year Town Began Maintenance
The following permits contain public infrastructure and the Town has assumed full permit responsibility:					
Woodlands 1	Storm drainage system consisting of catch basins and underdrain stone trenches that outlet to a drainage swale	Lang Drive Hagan Drive Lida Drive Repa Drive Essex Way	1-0667	1	1988
Woodlands 2	Storm drainage system consisting of catch basins and underdrain stone trenches that outlet to a drainage swale	Sydney Drive Bashaw Drive Debra Drive	1-1186	1	1996
Shillingford Crossing	Storm drainage system consisting of catch basins and pipes that outlet to a drainage swale	Devon Hill Court Southdown Court Hampshire Court Dartmoor Court Suffolk Lane	2-0633	1	1989
Kimberly Drive	Pipe discharge through a headwall	Kimberly Drive	1-0250	1	1977
Pearl Street Park	Overland flow across grassed terrain	Pearl Street	2-1045	1	1984
The following permits have been resolved and permit holders have signed agreements to come under the Town's MS4 Permit:					
Links at Lang Farm	Grassed swale to a vegetated wetland	Essex Way	1-1371	2	2016
VT Systems, Inc.	Storm drainage system consisting of a catch basin system	Market Place	1-1463	2	2016
Towne Market Place	Grass-lined swale and catch basins to perforated pipes to an underground stone infiltration trench	Market Place	1-0552	3	2016
Baymont Inn & Suites	Detention basin	Susie Wilson Road	1-1469	3	2001
The Commons	Detention basin	Essex Way	1-1381	3	2000
The Commons	Constructed wetland	Essex Way	1-1381	3	2000
The following permits are pending and the Town is in the process of working with permit holders to sign agreements:					
Essex Resort & Spa	Detention basin and a grassy drainage swale	Essex Way	2-0631	2	TBD
LDS Church	Detention basin #1	Essex Way	1-1319	2	TBD
LDS Church	Detention basin #2	Essex Way	1-1319	2	TBD
#7 Ewing Place (Lot #5)	Storm drainage system consisting of dry well catch basin	Ewing Place	1-0965	2	TBD
#26 Susie Wilson Road (Ewing Place)	Grass-lined swale	Ewing Place	2-0634	2	1990
#26 Susie Wilson Road (Lot #2)	Grassed and stone-lined drainage swales	Ewing Place	1-0619	2	TBD
#3 Ewing Place (Lot #3)	Grass-lined swale	Ewing Place	1-0518	2	TBD
The Edge	Stormwater infiltration system	Gauthier Drive	1-1143	2	TBD
David Drive	Storm drainage system to a stone-lined ditch	David Drive	1-0896	3	2009
Essex Outlets	Detention basin	Rte 15	1-1307	3	2009
Essex Outlets	Detention basin	Rte 15	1-0775	3	2009
Essex Outlets	Detention basin	Rte 15	2-0613	3	2009
Ewing Place (Lot #1)	Drainage swale	Ewing Place	1-0694	3	TBD
Ewing Place (Lot #4)	Grass-lined swale	Ewing Place	1-0761	3	TBD

## TOWN OF ESSEX SELECTBOARD CHANGES TO TITLE 10.20, STORM WATER ORDINANCE

The Selectboard of the Town of Essex hereby ordains that the following changes be made to the Municipal Ordinance, Title 10.20, Storm Water Ordinance. Added material is underlined, with the exception that entire added chapter sub-sections shall be noted in the heading as **"added in entirety"**. Deleted material is in brackets and struck through.

Add the following to Section 10.20.015, Definitions:

### **Added in Entirety:**

*"Authorization to Discharge Permits"* means permits issued by the State of Vermont to discharge storm water into receiving water bodies, which may or may not be valid permits at time of adoption of Section 10.20.090 of this Ordinance.

*"Expired storm water permits"* means storm water permits previously issued by the State of Vermont that are no longer current.

*"Flow Restoration Plan (s)"* means a stream flow plan required by the State of Vermont designed to implement storm water runoff controls producing runoff characteristics that return stream flows to compliant, stable flow conditions as required to meet the water-quality based TMDL requirements for a particular impaired waterway.

*"Impaired waterways"* means rivers, lakes, or streams that do not meet one or more water-quality standards, and therefore are considered too polluted for their intended uses.

*Non-impaired waterways"* means rivers, lakes, or streams that currently meet the designated water-quality standards for the water body.

*"Non-public contributing storm water permittee"* means a current storm water permit holder, including homeowner associations and any successors or assigns, of either a valid or expired storm water permit that is not a public entity.

*"Non-public storm water infrastructure"* means storm water infrastructure not owned, operated or maintained by the Town.

*"Private (storm water) system owner"* means the non-public owner of a storm water system, including homeowner associations and any successors or assigns, consisting of, but not limited to, culverts, pipes, catch basins, treatment ponds, treatment devices, and/or storm water infiltration systems.

*"Public storm water infrastructure"* means storm water infrastructure such as, but not limited to, culverts, pipes, catch basins, treatment ponds, treatment devices, and/or storm water infiltration systems, all of which is under Town ownership or within Town

easements, and which infrastructure has been accepted by the Town as a component of the Town storm water system or systems.

*“Residual Designation Authority (RDA) ”* means the authority granted to the United States Environmental Protection Agency and delegated to the State of Vermont to issue a permit directly to a party or parties discharging storm water to a water body where a TMDL supports such a determination and where discharges are contributing to water quality violations.

*“Shared storm water system”* means a storm water system such as, but not limited to, culverts, pipes, catch basins, treatment ponds, treatment devices, and/or storm water infiltration systems which consist of both public and non-public storm water infrastructure.

*“Unpermitted (storm water) discharges”* means a system discharging storm water to a stream or watercourse that has never been issued any type of authorization to discharge storm water by either the Town or the State of Vermont.

*“Valid storm water system”* means a system which has been issued a storm water permit by the Town or the State of Vermont that is current with respect to the issuance and expiration dates of the permit.

Revise Section 10.20.090 to delete reference to (~~Riparian Buffer Zones (Reserved for Future)~~ and rename): Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction

Add Section 10.20.90: (added in entirety):

**10.20.090 Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction (the “Town”) to NPDES MS4 General Permit 3-9014.**

A. The Vermont Agency of Natural Resources Department of Environmental Conservation (“DEC”) issues Authorization to Discharge Permits under General Permits for area or site-specific storm water discharges to applicants, including municipalities, private parties, and shared storm water systems involving both privately-owned and publicly-owned components.

B. Valid storm water system discharge permits have been issued by the DEC for projects in the non-impaired and impaired waterways within the Town, and the Town has either accepted full responsibility for such permits in these waterways or shared permit responsibility based upon the percentage of impervious area contributed by the

publicly-owned component of the system in comparison to the impervious area contributed by the privately-owned component.

C. As of the adoption of this Ordinance, valid storm water system discharge permits have not been issued to expired storm water permit holders in the impaired waterways due to the inability to legally authorize, under State law, renewal of the previously issued Authorization to Discharge Permits.

D. Current responsibility for previously issued expired storm water permits and valid storm water system discharge permits in the impaired watersheds in the MS4 area varies widely. In some cases, there is a well-defined chain of responsibility from the “owner” of the original permit to the current permit holder. In other cases, permit responsibility is either poorly defined or non-existent notwithstanding that permit responsibility runs with the land. Some expired and valid (permit) discharges are defined in the original permit as directly to a stream or water body; in others, they are defined as being directed to or connected into a shared storm water system.

E. Pre-existing unpermitted storm water discharges occur within the impaired and non-impaired waterways. These discharges were either never issued permits or the discharges occurred before DEC began issuing discharge permits. Pre-existing unpermitted storm water discharges into impaired waterways may obtain legal coverage under the MS4 general permit in the manner outlined in this Ordinance.

F. The Village of Essex Junction (“Village”) regulates storm water discharges through its Land Development Code. The Village intends to amend its Ordinances to incorporate the terms of this Town Ordinance, which is intended to apply to storm water discharges in the Town, inclusive of the Village. To the extent the terms of this Ordinance conflict with the Village Ordinance, the Town Ordinance governs.

G. For purposes of this Ordinance, the “appropriate legislative body” for the Town outside the Village shall be the Selectboard, and for the Village, the Board of Trustees. Either appropriate legislative body may delegate its authority under this Ordinance to an appropriate municipal panel.

#### **10.20.091 General Approach and Purpose**

A. The Town seeks to develop consistent policy and procedures for determination of storm water permit responsibility for both valid storm water system discharge permits and expired storm water permits, and to establish minimum requirements for transfer of expired and future new permit responsibility by and between the appropriate parties.

B. MS4 responsibility for operation, repair and maintenance of storm water infrastructure extends only to public storm water infrastructure and proportional shared

responsibility on shared storm water systems, and is separate and distinct from permit responsibility. The Town may accept permit responsibility if determined by the appropriate legislative body to be in the Town's best interests. Factors to be considered when determining whether acceptance of permit responsibility is in the Town's "best interests" include, but are not limited to, whether improved water quality is not otherwise obtainable without additional Town participation, potential cost savings to the Town, or provision of land or easements for treatment or storage of storm water for shared systems. The non-public contributing storm water permittee shall be responsible for the operation, maintenance, repair, replacement and upgrade of the non-public infrastructure, unless the Town determines that accepting some or all of this responsibility to be in its best interests as defined above.

#### **10.20.092 NPDES Phase 2 MS4 Requirement for Expired Authorization to Discharge Permits**

A. The Vermont Agency of Natural Resources (VANR) Authorization to Discharge Permit Number 7025-9014 issued to the Town and Authorization to Discharge Permit Number 7024-9014 issued to the Village under NPDES MS4 General Permit 3-9014 requires the Town and the Village, separately as MS4 permittees, to submit to the Secretary of VANR a plan for addressing expired storm water permits discharging to the MS4 permittee's system, which was accomplished through the proposed adoption of this Ordinance.

B. A compliance date of October 2015 is set within the Authorization to Discharge Permits for verification of the condition of all public and non-public storm water infrastructure identified in and approved under each original expired permit.

C. On expired permits within the impaired waterways or with regard to discharges that have no permits in the impaired waterways, it is the intent of the VANR to either have these permits ultimately come under the umbrella of the Town MS4 Permit or issue Residual Designation Authority (RDA) permits directly to each permittee or party responsible for the storm water discharge not covered under the MS4 umbrella permit.

#### **10.20.093 Classification of Storm Water Systems within the Town as relates to Authorization to Discharge Permits**

A. Due to the complexity and variety of existing permit "ownership" and types of permits, the Town has classified all valid storm water system discharge permits and all expired storm water permits into one of the following four types for purposes of determining permit responsibility:

##### **1. Type 1 Storm Water System:**

a. A Type 1 storm water system consists of a system of storm water infrastructure that is entirely on public land (public rights of

way, municipally-owned property or on public storm water easements) and owned by the Town, including residential subdivisions or groups of houses with no non-public storm water infrastructure, such as privately-owned catch basins or privately-owned storm water pipelines connected into storm water systems on public land (excluding private underdrain systems). For purposes of this Ordinance, a "private underdrain system" is storm water infrastructure serving individual private lots or buildings from the private lot or building to the point of interconnection with public storm water infrastructure.

b. Examples of Type 1 storm water systems include:

1) Public buildings such as municipal offices, police stations, fire stations, municipal highway garage complexes, schools or other educational facilities with no on-site storm water infrastructure (other than underdrains connected with public storm water infrastructure) which do not discharge directly into a stream, and/or similar facilities.

2) Residential subdivisions with valid or expired permits in the Town. Those residential subdivisions presently identified by the Town as meeting the Type 1 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the Town, acting through its Municipal Manager or their designee(s) as such additional systems are identified.

c. Type 1 storm water systems do not include any private lot, residential subdivision or groups of housing covered under an expired storm water permit that has non-public storm water infrastructure such as catch basins and pipelines (excluding private underdrain systems) connected into public storm water infrastructure.

2. Type 2 Storm Water System:

a. A Type 2 storm water system consists of a system of storm water infrastructure that is entirely contained on private property, discharges directly or indirectly to a stream or other recognized water body and is not directly connected by piping to a Type 1 or Type 3 storm water system.

b. Examples of Type 2 of storm water systems include:

1) Private residential, commercial or industrial systems that retain all storm water flows onsite as originally designed and

have valid or expired permits for such discharge, and private residential, commercial or industrial systems that discharge some or all of their storm water flows to a stream or other recognized water body.

2) Select storm water systems in the Town. Those private residential, commercial or industrial systems presently identified by the Town as meeting the Type 2 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the Town, acting through its Municipal Manager or their designee(s) as such additional systems are identified.

### 3. Type 3 Storm Water System:

a. A Type 3 storm water system consists of a shared storm water system covered under either valid and/or expired storm water permits that combines storm water flow from both public and non-public storm water infrastructure before discharging storm water directly or indirectly into a stream, swale or other method of water conveyance to waters of the State.

b. Examples of Type 3 storm water systems include:

1) Non-public storm water infrastructure systems that discharge directly to public storm water infrastructure; public storm water infrastructure systems that discharge to non-public storm water infrastructure; public and non-public infrastructure systems that discharge to a common storm water pond or open swale on public or private property or to an outfall pipe leading to a stream, swale or other conveyance to a recognized water body; other systems that combine storm water flow from both public and non-public storm water infrastructure; prior valid storm water permits involving both public and non-public components covered under one issued permit with responsibility defined in the permit between public and non-public contributors to a storm water system.

2) Those combined public-private systems in the Town presently identified by the Town as meeting the Type 3 criterion are listed in Table 1 in the Appendix to this Ordinance. Table 1 may be revised by the Town, acting through its Municipal Manager or their designee(s) as such additional systems are identified.

#### 4. Type 4 Storm Water System:

- a. Any other type of storm water system not covered under Types 1 through 3.
- b. Unique storm water systems with valid or expired storm water permits not included in Types 1 through 3 have not been identified as of the date of adoption of this Ordinance. This category is reserved for such systems.
- c. Storm water systems involving both Town and Vermont Agency of Transportation (VTRANS) infrastructure.
- d. Those combined public-private systems in the Town that are identified by the Town as meeting the Type 4 criterion will be listed in Table 1 in the Appendix to this Ordinance created by the Town, acting through its Municipal Manager. Table 1 may be revised by the Town, acting through its Municipal Manager or their designee(s) as additional systems are identified.

B. Prior to adoption of this section, the Town has not accepted full or shared permit responsibility for Authorization to Discharge permits within the impaired watersheds.

#### **10.20.094 Methodology for Establishment of Permit Responsibility for Each Type of Storm Water System**

##### A. Type 1 Storm Water Systems

1. The Town accepts responsibility for all valid Type 1 storm water system permits in the non-impaired waterways, all expired Type 1 storm water system permits in the impaired waterways, and all future Type 1 storm water system permits. These permits will be consolidated under the Town's NPDES MS4 General Permit 3-9014.
2. The Town accepts responsibility for the operation, maintenance, repair, replacement and upgrade of all public storm water infrastructure included in Type 1 storm water systems, with the exception of private underdrain systems and overland storm water flow systems from private lands such as driveways, open swales, and vegetated land. Such private underdrain systems and overland flow systems shall remain the responsibility of the property owner.
3. Acceptance of storm water permit responsibility by the Town does not relieve individual property owner(s) or housing and/or homeowner association(s), or any successor(s) and assign(s), from compliance with other sections of the Town's storm water ordinance or State

environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.

#### B. Type 2 Storm Water Systems

1. The Town shall have no responsibility for the operation, maintenance, repair, replacement or upgrade of non-public storm water infrastructure identified in a valid or expired storm water permit, or non-public storm water infrastructure added subsequent to the original version of a valid or expired permit, to meet an approved Flow Restoration Plan (FRP) unless it is determined by the appropriate legislative body, in its sole discretion, to be in the Town's best interests, as defined in Section 10.20.091.B above, to accept some or all of this responsibility.

2. The Town may accept MS4 permit responsibility for valid or expired Type 2 storm water system permits if requested by the current private storm water system owner and provided the following conditions are satisfied:

a. The private storm water system owner under an original valid or expired permit enters into a written agreement with the Town prior to January 1, 2015, which includes, at a minimum, the requirements set forth in section 10.20.094.b, below. A form of the Type 2 Storm Water System Agreement is provided in Appendix B to this Ordinance. If the private storm water system owner has not entered into a written agreement with the Town by January 1, 2015, the Town will request the State to use its RDA to require permit compliance by the holder of the expired Type 2 storm water permit.

b. The written agreement specified in section 10.20.094.a shall, at a minimum, require the following:

i. All applicable permit fees, including initial fees and all future renewal fees, if any such fees are required, shall be paid by the Type 2 private storm water system owner;

ii. The Type 2 private storm water system owner shall allow the Town to hire a professional engineer, at no cost to the holder of the Type 2 storm water permit, to inspect and certify that the Type 2 non-public storm water infrastructure is in compliance with the infrastructure requirements as contained in the expired permit. The certification shall occur prior to August 1, 2015. Alternatively, the

current holder of the expired non-public storm water permit may hire a professional engineer, acceptable to the Town, to perform the necessary inspection and certification. Future inspections that occur after the initial certification inspection of Type 2 non-public storm water infrastructure shall be conducted by the Town at no charge to the private storm water system owner;

iii. The Type 2 non-public contributing storm water permittee shall correct any deficiencies noted as a result of the engineer's inspection at their own expense prior to the August 1, 2015 date for system certification;

iv. The Type 2 non-public contributing storm water system permittee shall be responsible for permanent maintenance, repair, replacement and upgrade if necessary of all elements covered under the Type 2 storm water system permit. The Town shall conduct annual system compliance inspections to verify the condition and maintenance of the Type 2 storm water system and report findings to the State and the responsible party identified under the Type 2 storm water system permit;

v. The Type 2 non-public contributing storm water system permittee shall sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump, or enter into an agreement with the Town to perform the services for a fee;

vi. The failure of the Type 2 non-public contributing storm water system permittee to perform the required actions under b. iv. and v. shall be deemed a violation of this Ordinance and shall subject the non-public contributing storm water system permittee to penalties under section 10.20.112. The Town has the right but not the obligation to take the necessary actions to insure that the required maintenance is performed and otherwise correct any violation of this Ordinance. The provisions of section 10.20.116 of this Ordinance shall apply in the event the costs for the maintenance or correcting the violation are not paid by the non-public contributing storm water system permittee; and

vii. The cost of required storm water system upgrades to the Type 2 storm water system to meet the Town's adopted and State approved FRP shall be borne by the non-public contributing storm water system permittee unless it is determined by the Town to be in

its best interests as defined in Section 10.20.091.B above to participate in some or all of the system upgrade project or project costs.

3. Any prior written agreements entered into by the Town and non-public contributing storm water system permittees shall remain in full force with respect to cost sharing and operation, maintenance, repair and replacement of existing storm water infrastructure.

- a. Permit responsibility and upgrades to meet the FRP are separate elements of storm water responsibility not defined in previous agreements and therefore this Ordinance is the controlling document relative to permitting.
- b. In the event of any conflict between pre-existing agreements and the ordinance, the pre-existing agreements shall control.

4. Acceptance of partial storm water permit responsibility by the Town shall not relieve non-public contributing storm water system permittees from compliance with all other elements of the storm water ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.

#### C. Type 3 Storm Water Systems

1. The Town will not accept responsibility for operation, maintenance, repair, replacement and upgrade to meet an approved FRP of non-public storm water infrastructure identified in a valid or expired storm water permit or non-public storm water infrastructure added subsequent to the original version of the valid or expired permit, unless it is determined by the appropriate legislative body, in its sole discretion, to be in the best interests of the Town, as defined in Section 10.20.091.B above, to accept some or all of this responsibility.

2. The Town will accept MS4 permit responsibility on a proportional basis by relative impervious area contributed within the permitted area of the shared storm water system for the valid or expired Type 3 storm water system permit if requested by the non-public contributing storm water system permittee and provided the following conditions are satisfied:

- a. The Type 3 non-public contributing storm water permittee shall enter into a written agreement with the Town prior to January 1, 2015, which includes, at a minimum, the requirements set forth in

section 10.20.094.b.i-vii above. A form of the Type 3 Storm Water System Agreement is provided in Appendix C to this Ordinance. If the non-public contributing storm water system permittee has not entered into a written agreement by January 1, 2015, the Town will request the State to use its RDA to require permit compliance by the Type 3 non-public contributing storm water system permittee.

b. If the Type 3 non-public contributing storm water system permittee elects not to enter into a shared agreement with the Town on MS4 permit responsibility, the Town shall comply with the requirements pertaining to the public storm water infrastructure, and may request the State to use its RDA over that portion of the shared storm water system not included within an agreement with the Town.

c. All applicable permit fees, including initial fees and all future renewals, if such fees are required, shall be shared between the municipality and the non-public contributing storm water permittee on the basis of relative impervious area, unless the appropriate legislative body determines that it is in the Town's best interests, as defined in Section 10.20.091.B above, that such fees shall be paid either on a larger percentage than relative impervious area or in full by the Town. If the Town accepts permit responsibility, then the intent is to consolidate the permit under the municipal NPDES MS4 General Permit 3-9014.

3. Any prior written agreements entered into by the Town and the Type 3 non-public contributing storm water system permittee shall remain in full force with respect to cost sharing and operation, maintenance, repair and replacement of existing storm water infrastructure.

a. Permit responsibilities and upgrades to meet the FRP are separate elements of storm water responsibility not defined in previous agreements and therefore this Ordinance is the controlling document relative to these issues.

b. In the event of any conflict between executed pre-existing agreements and this Ordinance, the pre-existing agreements shall control.

4. Acceptance of MS4 Permit responsibility by the Town does not relieve non-public contributing storm water system permittees from compliance with other elements of the Town's storm water ordinance or State environmental

regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.

#### D. Type 4 Storm Water Systems

1. Other storm water systems with valid or expired storm water permits that do not qualify as a Type 1, 2, or 3 storm water system.
2. These systems shall be managed on a case by case basis, using the general procedures and methods as applicable from the three system types.
3. Permits involving the Town and VTRANS shall fall under this category. VTRANS is a separate MS4 permittee. Under a future adopted FRP for each impaired waterway, the Town will negotiate an agreement with VTRANS on the level of shared responsibility and costs for meeting the TMDL requirement of each impaired waterway. In the event an agreement cannot be negotiated with VTRANS, the Town will request VANR to use its RDA with respect to those VTRANS direct or indirect discharges contributing storm water flow to the impaired watersheds under the VTRANS MS4 permit.

**APPENDIX A**

**Table 1: Valid and Expired Storm Water Permits in the Village of Essex Junction and the Town of Essex outside the Village as of the Date of Ordinance Adoption**

Permit #	Old Permit #	Village or Town	Project Name	Valid (V) or Expired (E)	Ordinance Type	Watershed
2-0855		Village	Village Knoll-Woods End & Acorn	Valid	Type 1	Indian Brook
2-1103		Village	Pleasant Street & East Street	Valid	Type 1	Indian Brook
1-1074		Village	Countryside II Fairview Farms: Chestnut Lane	Expired	Type 2	Indian Brook
1-1074		Village	Countryside II Fairview Farms: Spruce Lane	Expired	Type 2	Indian Brook
1-1074		Village	Countryside II Fairview Farms: Walnut Lane	Expired	Type 2	Indian Brook
2-0835		Village	Village Glen Condos	Expired	Type 2	Indian Brook
1.1527.0111		Village	Highland Village	Expired	Type 2	Sunderland Brook
1-0236		Village	Brickyard	Expired	Type 2 & 3	Indian Brook
1-1074		Village	Countryside II Fairview Farms: Locust Lane	Expired	Type 3	Indian Brook
2-0863		Village	167 Pearl Street (McEwing)	Expired	TBD	Sunderland Brook
2-0633		Town	Shillingford Crossing	Expired	Type 1	Sunderland Brook
3575-9010.R	1-1186	Town	Woodlands I	Valid	Type 1	Alder Brook
1-0667		Town	Woodlands I	Expired	Type 1	Indian Brook
3577-9010.R	1-0667	Town	Woodlands II/Lang Farm Parcel H	Valid	Type 1	Alder Brook

1-0250		Town	Kimberly Drive	Expired	Type 1	Sunderland Brook
3578-9010.R	1-0612 2-0752	Town	Pinewood Development	Valid	Type 1	Winooski River /Alder Brook
3581-9010.R		Town	Heritage Phase II	Valid	Type 1	Alder Brook
3579-9010.R		Town	Old Stage Village	Valid	Type 1	Alder Brook
3580-9010.R		Town	Rivers Bend	Valid	Type 1	Winooski River
3201-9010.R		Town	Pinewood Section G	Valid	Type 1	Winooski River
3267-9010.R		Town	Saybrook	Valid	Type 1	Alder Brook
4367-9010.R		Town	Autumn Knoll	Valid	Type 1	Browns River
3996-9010		Town	Town Swimming Pool Complex	Valid	Type 1	Alder Brook
2-0631		Town	Essex Resort and Spa	Expired	Type 2	Indian Brook
1-1463		Town	VT Systems, Inc.	Expired	Type 2	Sunderland Brook
1-0965		Town	#7 Ewing Place	Expired	Type 2	Sunderland Brook
1-0518		Town	#3 Ewing Place	Expired	Type 2	Sunderland Brook
1-0619		Town	#26 Susie Wilson Road	Expired	Type 2	Sunderland Brook
2-0634		Town	#26 Susie Wilson Road	Expired	Type 2	Sunderland Brook
1-1319		Town	Church of Latter Day Saints	Expired	Type 2	Indian Brook
1-1371		Town	Why Not LLC (Lang Farm Golf Course)	Expired	Type 2	Indian Brook
3324-9010.R		Town	Meadows Edge	Valid	Type 3	Alder Brook
3574-9010.R	1-0730	Town	Forestdale	Valid	Type 3	Winooski River /Alder Brook
3081-9010.R		Town	Perkins Bend	Valid	Type 3	Winooski River

1-1381		Town	The Commons at Essex Way	Expired	Type 3	Indian Brook
1-1307		Town	Homestead Design	Expired	Type 3	Indian Brook
1-0775		Town	The Outlets and Hannafords	Expired	Type 3	Indian Brook
2-0613		Town	The Outlets and Hannafords	Expired	Type 3	Indian Brook
1-1469		Town	Mainstay Suites	Expired	Type 3	Sunderland Brook
1-0552		Town	The Market Place	Expired	Type 3	Sunderland Brook
1-0896		Town	Yankee Enterprises, Oil #1 LLC, Bradley, Oil Annex, Patco Properties	Expired	Type 3	Sunderland Brook
1-0761		Town	Ewing	Expired	Type 3	Sunderland Brook
1-0694		Town	Ewing	Expired	Type 3	Sunderland Brook

Appendix B

TYPE 2 STORM WATER SYSTEM AGREEMENT

This STORM WATER SYSTEM AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the [Village of Essex Junction] [Town of Essex], a Vermont municipal corporation with a principal place of business at [Village address] [81 Main Street], Essex, Vermont 05452 (the [“Town”] [“Village”]), and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“Permittee”). The [Town] [Village] and Permittee are sometimes each referred to in this Agreement as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] [Village has adopted an amendment to its Village Ordinance , incorporating Section 10.20.90 of the Town Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements under section 10.20.094.B necessary for the [Town] [Village] to accept storm water permit responsibility for a valid or expired Type 2 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee has identified that it is in their best interests to have the [Town] [Village] accept storm water permit responsibility by entering into this Agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] [Village] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of a valid or expired storm water permit; and

WHEREAS, the [Town] [Village] may in its sole discretion, if determined by the legislative body to be in its best interests, to accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE  
[TOWN] [VILLAGE] OBLIGATIONS

The [Town] [Village] agrees to accept full or shared permit responsibility for valid or expired storm water system permits as follows and also shall:

1. Hire a professional engineer, at no cost to Permittee, to inspect and certify that the Type 2 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless such work is undertaken at no cost to the [Town] [Village] by Permittee. The certification shall occur prior to August 1, 2015.
2. Conduct future inspections that occur after the initial certification inspection of Type 2 storm water systems at no charge to the Permittee.
3. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 2 storm water system and report findings to the State and the Permittee.
4. Inspect and prepare an annual structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
5. At the request of Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
6. Make best efforts to minimize the impact on the Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee shall:

1. Accept all responsibility for the operation, maintenance, repair, replacement or upgrade of non-public storm water infrastructure identified in a valid or expired storm water permit, or non-public storm water infrastructure added subsequent to

the original version of a valid or expired permit, to meet an approved Flow Restoration Plan (FRP) unless it is determined by the appropriate legislative body, in its sole discretion, to be in the [Town's] [Village's] best interests, as defined in Section 10.20.091.B above, to accept some or all of this responsibility.

2. To pay all applicable permit fees, including initial fees and all future renewal fees, if any such fees are required of the Type 2 storm water system.
3. Hire a professional engineer, at no cost to the [Town] [Village], to inspect and certify that the Type 2 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless Permittee requests such work be performed by the [Town] [Village]. The certification shall occur prior to August 1, 2015.
4. Correct any deficiencies identified in the engineer's storm water system inspection at their own expense prior to the August 1, 2015 date for system certification.
5. Maintain, repair, replace and upgrade as necessary all storm water infrastructure covered under the Type 2 storm water system permit.
6. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump, or enter into an agreement with the Town to perform the services for a fee.
7. Bear all costs of required storm water system upgrades (if needed) to the Type 2 storm water system to meet the [Town's] [Village's] adopted and State approved FRP unless it is determined by the [Town] [Village] to be in its best interests as defined in Section 10.20.091.B of the Town's Storm Water Ordinance [as adopted by Village's Land Development Code] to participate in some or all of the system upgrade project or project costs.
8. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.

9. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six months of discovery, reimburse the [Town] [Village] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair.
  
10. Indemnify, defend and hold harmless the [Town] [Village] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] [Village's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] [Village] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town] [Village], its agents or contractors.

### SECTION THREE MISCELLANEOUS

1. The [Town] [Village] will notify Permittee at such time as the FRP for the watershed in which the property lies is adopted as to any obligations of Permittee to make on-site storm water improvements as required under the FRP.
  
2. All payments required under this Agreement shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
  
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on property of the Party failing to make payment, and shall be collectible in the same fashion as unpaid property taxes.
  
4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
  
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.

6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

\_\_\_\_\_, VERMONT

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Duly Authorized Agent

\_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Duly Authorized Agent

STATE OF VERMONT            )  
  )  
COUNTY OF CHITTENDEN    )       SS.

At Essex in said County this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_, personally appeared \_\_\_\_\_ duly authorized officer of \_\_\_\_\_, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the [Town of Essex] [Village of Essex Junction].

Before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF VERMONT            )  
  )  
COUNTY OF CHITTENDEN    )        SS.

At Essex in said County this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_, personally appeared \_\_\_\_\_ duly authorized officer of \_\_\_\_\_, and he/she acknowledged this instrument, by him/her sealed and subscribed to be his/her free act and deed and the free act and deed of \_\_\_\_\_.

Before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Appendix C

TYPE 3 STORM WATER SYSTEM AGREEMENT

This STORM WATER SYSTEM AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the [Village of Essex Junction] [Town of Essex], a Vermont municipal corporation with a principal place of business at [Village address] [81 Main Street], Essex, Vermont 05452 (the ["Town"] ["Village"]), and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Permittee"). The Town and Permittee are sometimes each referred to in this Agreement as a "Party" or collectively as the "Parties." (*NOTE: May be multiple parties to sign*)

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] [Village has adopted an amendment to its Village Ordinance , incorporating Section 10.20.90 of the Town Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements in section 10.20.094.C necessary for the [Town] [Village] to accept shared or full storm water permit responsibility for a valid or expired Type 3 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee (*NOTE: May be multiple parties*) has identified that it is in their best interests to have the [Town] [Village] accept storm water permit responsibility by entering into this agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] [Village] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of a valid or expired storm water permit and shared responsibility on storm water systems consisting of both public and non-public infrastructure; and

WHEREAS, the [Town] [Village] may in its sole discretion, if determined by its legislative body to be in the [Town's] [Village's] best interests, to accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE.  
[TOWN] [VILLAGE] OBLIGATIONS

The Town agrees to accept full or shared permit responsibility on a proportional basis by relative impervious area contributed by the public and non-public storm water infrastructure within the permitted area for valid or expired storm water system permits. The relative impervious area has been agreed as follows: [Town] [Village] \_\_%; Permittee \_\_%. The [Town] [Village] also shall:

1. Hire a professional engineer, at no cost to the Permittee, to inspect and certify that the Type 3 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless such work is undertaken at no cost to the [Town] [Village] on non-public storm water infrastructure by Permittee. The certification shall occur prior to August 1, 2015.
2. Conduct future inspections that occur after the initial certification inspection of Type 3 storm water systems at no charge to the Permittee.
3. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 3 storm water system and report findings to the State and the Permittee.
4. Inspect and prepare a structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
5. At the request of Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
6. Make best efforts to minimize the impact on any Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee (*NOTE: May be multiple parties*) shall:

1. Accept all responsibility for the operation, maintenance, repair, replacement or upgrade of non-public storm water infrastructure identified in a valid or expired storm water permit, or non-public storm water infrastructure added subsequent to the original version of a valid or expired permit, or their portion of a shared storm water system to meet an approved Flow Restoration Plan (FRP) unless it is determined by the appropriate legislative body, in its sole discretion, to be in the [Town's] [Village's] best interests, as defined in Section 10.20.091.B of the Storm Water Ordinance to accept some or all of this responsibility.
2. Pay their proportionate share of all applicable permit fees, including initial fees and all future renewal fees, if any such fees are required of the Type 3 storm water system, and
3. Hire a professional engineer, at no cost to the [Town] [Village], to inspect and certify that the non-public or shared portion of the Type 3 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit, unless Permittee requests such work be performed by the [Town] [Village]. The certification shall occur prior to August 1, 2015.
4. Correct any deficiencies on the non-public portion of the storm water system identified by the engineer's storm water system inspection at their own expense prior to the August 1, 2015 date for system certification.
5. Maintain, repair, replace and upgrade as necessary all non-public storm water infrastructure and to share responsibility for portions of shared storm water systems covered under the Type 3 storm water system permit according to the percentages identified above.
6. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump on non-public private storm water infrastructure or enter into an agreement with the [Town] [Village] to perform such services for a fee.
7. Bear the cost of required storm water system upgrades on non-public portions of the shared storm water systems and to share in the costs of all shared elements of the storm water system ( if needed) to the Type 3 storm water system to meet the [Town's] [Village's] adopted and State approved FRP according to the percentages identified above unless it is determined by the [Town] [Village] to be in its best interests as defined in Section 10.20.091.B of the Town's Stormwater

Ordinance to participate in some or all of the system upgrade project or project costs.

8. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.
9. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six (months) of discovery, reimburse the [Town] [Village] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair; and share in such costs on shared elements of the storm water system according to the percentages identified above.
10. To indemnify, defend and hold harmless the [Town] [Village] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] [Village's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] [Village] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town] [Village], its agents or contractors.

### SECTION THREE MISCELLANEOUS

1. The [Town] [Village] will notify Permittee at such time as the FRP for the watershed in which the property lies is adopted as to any obligations of Permittee to make on-site storm water improvements as required under the FRP.
2. All payments required under this Agreement shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this



acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the [Town of Essex] [Village of Essex Junction].

Before me,

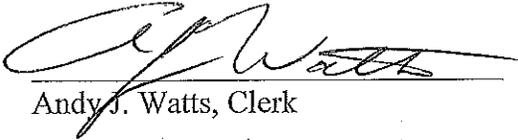
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

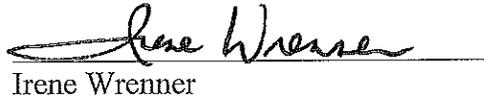
TOWN OF ESSEX SELECTBOARD  
CHANGES TO TITLE 10.20, STORM WATER ORDINANCE  
Inclusive of Appendix A, B and C:

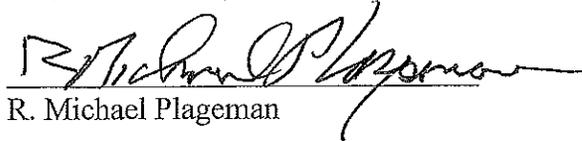
Adopted this 18<sup>th</sup> day of August 2014 by the Town of Essex Selectboard.

  
Max Levy, Chair

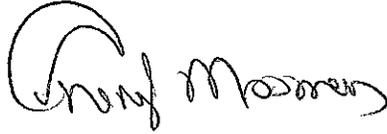
  
Brad M. Luck, Vice Chair

  
Andy J. Watts, Clerk

  
Irene Wrenner

  
R. Michael Plageman

Received for Record by Essex Town Clerk this 22<sup>nd</sup> day of Oct 2014.



## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Pinecrest Glen
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-0250
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Stormwater from buildings, roads & parking.  
collected in a catch basin system before discharging  
through a pipe
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
No plans specified on permit
8. Proof of Legal Responsibility (list and attach):  
Deed - Pinecrest Glen

STATE OF VERMONT  
AGENCY OF ENVIRONMENTAL CONSERVATION  
DEPARTMENT OF WATER RESOURCES

DISCHARGE PERMIT

File No. 04-06-014

Permit No. 1-250

NAME OF PERMITTEE: Essex Realty Corp.  
)  
)  
)  
Address ) Box 203  
)  
) Essex Junction, Vt. 05402  
)  
)  
)

Subject to the terms and conditions hereinafter specified, the above named permittee is hereby granted permission to discharge waste into the waters of the state pursuant to 10 V.S.A. § 1263.

TERMS AND CONDITIONS

1. Location of Discharge:

Adjacent to the proposed Pinecrest Glen subdivision off Pinecrest Drive in the Town of Essex.

2. Receiving Waters:

An unnamed tributary of Sunderland Brook, a class "B" water, and further designated an "upland" stream.

3. Manner of Discharge:

Pipe discharging through headwall to unnamed tributary of Sunderland Brook.

4. Wastes Permitted:

Stormwater drainage from roads, roofs and lawns in residential area.

5. Volumes Permitted:

Such volumes as required by the discharges specified in item 4.

6. Frequency of Discharge:

Daily

7. Operation and Treatment Requirements:

Prior to discharge the stormwater shall be treated by passage through a special trapped catch basin with submerged outlet designed to remove settleable and floatable material. Should the Secretary determine that additional treatment of stormwater is necessary, this permit may be amended to \*

8. Maintenance Requirements:

The special catch basin shall be cleaned as necessary to maintain optimum treatment capability. We recommend at least quarterly and after snow melt in the spring.

9. Personnel and Training Requirements:

None

10. Monitoring and Reporting Requirements:

None

11. Miscellaneous Requirements:

None

12. Expiration Date: November 30, 1982 Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent or treatment standards or the classification of the receiving waters. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. § 1263.

\* require such treatment.

13. Revocation: 10 V.S.A. § 1267 provides as follows:

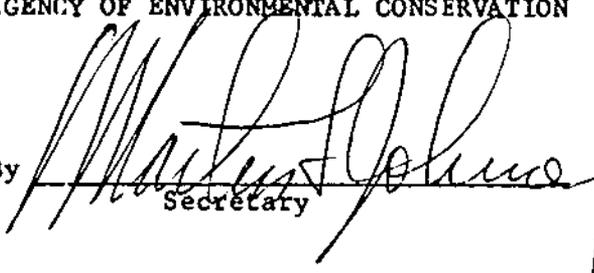
"The Secretary may revoke any permit issued by it pursuant to this subchapter if it finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."

14. Transfer of Permit: This permit is not transferable without prior written approval of the Secretary. The permittee shall notify the Secretary immediately, in writing, of any sale, lease or other transfer of ownership of the property from which the discharge originates. The permittee shall also inform the new owner or tenant of his responsibility to make application for a permit which shall be issued in his name. Any failure to so notify shall be considered a violation of this permit.

15. Date of Permit: 12/12/77

AGENCY OF ENVIRONMENTAL CONSERVATION

By

  
Secretary

# Know all Men by these Presents

**That**

it, ESSEX REALTY CORPORATION, a Vermont corporation  
with its principal place of business in Essex

of:

and State of

Vermont

in the County of

Chittenden

Grantor, in the consideration of

--- Ten and More ---

Dollars

paid to

its full satisfaction by

TOWN OF ESSEX, a municipal corporation of

of

and State of

Vermont

in the County of

Chittenden

Grantee, by these presents, do

freely

**Gibe, Grant, Sell, Convey and Confirm** unto the said Grantee

TOWN OF ESSEX, ITS SUCCESSORS

~~and~~

keeps and assigns forever, a

certain piece of land in

Essex

in the

County of

Chittenden

and State of Vermont, described as

follows, viz:

Being a street located on the southerly side of Pinecrest Drive and being more particularly described as being that parcel of land which is shown and depicted as a street on a plan of land identified as Pinecrest Glen, Pinecrest Drive, Essex Junction, Vermont, prepared by Green Mountain Surveys, 4 Central Street, Essex Junction, Vermont. Said street runs in a southerly direction from the said Pinecrest Drive and is bounded by lots as shown on said plan and terminates in a cul de sac at the radius of 50 feet. Said right of way is 60 feet in width as is shown on said plan, which said plan is recorded in the land records of the Town of Essex, Vermont, Map Book 2A, Pages 95 and 96. Also included with this conveyance are all rights of way as shown on said plan including but not necessarily limited to the 25-foot storm drain easement which runs in a westerly and southwesterly direction across Lot No. 6 as shown on said plan.

Being a portion of the lands and premises conveyed to Essex Realty Corporation by Warranty Deed of Harold J. Lowell dated July 1, 1977, and recorded in Book 132, Pages 87-88 of said Land Records.

Reference is made to said deed and plan and to the records and references contained in said deed in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee  
TOWN OF ESSEX, ITS SUCCESSORS

theirs and assigns, to their own use and behoof forever;

And it the said Grantor

ESSEX REALTY CORPORATION

for itself and its heirs

successors and assigns, do es covenant with the said Grantee

TOWN OF ESSEX, its successors

And assigns, that until the enselning of these presents it is the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance; And it does hereby engage to warrant and defend the same against all lawful claims whatever,

In Witness Whereof, it herunto set s its hand and seal this 10th day of May A. D. 1978, by its duly authorized agent in presence of

By Charles Q. Peltier ESSEX REALTY CORPORATION  
Duly authorized agent

Paul M. Gardner

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

---ACKNOWLEDGMENT---  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 4443453  
Signed Paul M. Gardner Clerk  
Date May 10, 1978

State of Vermont, } ss. At Essex  
CHITTENDEN County } 10th day of May A. D. 19 78  
Charles Q. Peltier, duly authorized  
agent of ESSEX REALTY CORPORATION,

personally appeared, and he acknowledged this instrument, by

him sealed and subscribed, to be his free act and deed.  
Before me Paul M. Gardner  
Notary Public

Essex Vermont Town Clerk's Office, May 10, 1978 at 11 o'clock, 35 minutes A.M. received for record, the instrument of which the foregoing is a true record.  
Attest: Paul M. Gardner Town Clerk

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Page 1 of 3

DISCHARGE PERMIT

File No. 04-06-062  
Permit No. 1-0552

In compliance with provisions of 10 V.S.A. 1263

Al Bartlett and Tom Weaver  
46 Pearl Street  
Essex Junction, Vermont 05452

and in accordance with "Terms and Conditions" hereinafter specified, the above named permittee is hereby granted permission to discharge stormwater runoff from Towne Marketplace, a commercial building and parking located on Market Place in Essex, Vermont, to an unnamed tributary of Sunderland Brook.

1. Expiration Date: March 31, 1992 Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent, or treatment standards of the classification of the receiving waters. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. 1263.  
Re-apply for a discharge permit by September 30, 1991.
2. Revocation: 10 V.S.A. 1267 provides as follows:  

"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
3. Transfer of Permit: This permit is not transferable without prior written approval of the Secretary. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall also inform the new owner or tenant of his responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.
4. Receiving Waters: Unnamed tributary of Sunderland Brook

5. Manner of Discharge: S/N 001 - Via a grass-lined swale and catch basins to perforated pipes within an underground stone infiltration trench. A four inch pipe conveys overflows to a road stormwater system on Market Place.
6. Wastes Permitted: S/N 001 - Stormwater runoff from paved parking lots, roofs, and natural terrain after treatment of the runoff in a grass-lined swale and an infiltration trench.
7. Volumes Permitted: Such volumes as required by the discharges specified in #5 above.
8. Frequency of Discharge: Daily
9. Operation and Treatment: Treatment as specified in #6 above. For details on the treatment of stormwater runoff for this project see the Lamoureux Consulting Engineer plans and details dated 3/12/87 for sheet #1 and 1/22/87 for sheet #2.
10. Maintenance and Maintenance Reporting Requirements:  
All catch basins, settling ponds, recharge basins, or other treatment devices or facilities shall be maintained in good operating order at all times and shall be cleaned quarterly and at such other times as necessary to maintain design treatment levels. **NO LATER THAN JANUARY 31 OF EACH YEAR A WRITTEN REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, NPDES PERMIT SECTION, 103 SOUTH MAIN STREET, WATERBURY, VERMONT 05676, PROVIDING THE DATES AND NATURE OF CLEANING OPERATIONS CARRIED OUT IN THE PRECEDING YEAR.**  
  
Paved parking lots and roads should be swept on a regular basis when seasonally practicable to minimize contaminants carried to the treatment device by runoff.
11. Personnel and Training Requirements: Such personnel and training as necessary to fulfill the requirements of #10 above.
12. Monitoring and Reporting Requirement: No monitoring required; reporting requirement as specified in #10 above.
13. Miscellaneous Requirements: Not Applicable

14. Issue Date of Permit: 6 Dec 87

AGENCY OF NATURAL RESOURCES

BY Craig Schwartz ASIC

Commissioner  
Department of Environmental Conservation

-----  
TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-0552, previously issued to \_\_\_\_\_.

Signed: \_\_\_\_\_

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Towne Marketplace
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-0552
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Via a mass-lined swale and catch basins to perforated pipes within an underground stone infiltration trench. A four-inch pipe conveys overflows to a road stormwater system on Market Place.
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Lamouzeux Consulting Engineer plans and details dated in 1987
8. Proof of Legal Responsibility (list and attach):  
Deed for Market Place  
Stormwater Agreement between the Town and the Market Place Association.

TYPE 3 STORM WATER SYSTEM AGREEMENT  
For Expired Permit No. 1-0552

This STORM WATER SYSTEM AGREEMENT ("Agreement") is made this 12 day of ~~September~~ 2016 by and between the [Town of Essex], a Vermont municipal corporation with a principal place of business at [81 Main Street], Essex, Vermont 05452 (the ["Town"] ), and Towne Market Place with a principal place of business at Towne Marketplace #31 ("Permittee"). The Town and Permittee are sometimes each referred to in this Agreement as a "Party" or collectively as the "Parties." (*NOTE: May be multiple parties to sign*)

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements in section 10.20.094.C necessary for the [Town] to accept shared responsibility for an expired Type 3 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee (*NOTE: May be multiple parties*) has identified that it is in their best interests to have the [Town] accept storm water permit responsibility by entering into this agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of a valid or expired storm water permit and shared responsibility on storm water systems consisting of both public and non-public infrastructure;

WHEREAS, the [Town] may in its sole discretion, if determined by its legislative body to be in the [Town's] best interests, accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date; and

WHEREAS, the [Town] inspected and certified that the Type 3 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE.  
[TOWN] OBLIGATIONS

The Town agrees to accept shared permit responsibility on a proportional basis by relative impervious area and infrastructure ownership contributed by the public and non-public storm water infrastructure within the permitted area for expired storm water system permits. The breakdown for responsibility is as follows as noted in the expired permit no. 1-0552:

- Town Responsibility:
  - o Catch Basins 182, 191, and 192; storm utility 8; and all connecting stormwater pipes
- Towne Marketplace Responsibility:
  - o Catch basins 143, 144, 145, and 200; storm utility 49; and all connecting stormwater pipes including the pipe connecting catch basin 145 to catch basin 192

The Town shall:

1. Conduct future inspections that occur after the initial certification inspection of Type 3 storm water systems at no charge to the Permittee.
2. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 3 storm water system and report findings to the State and the Permittee.
3. Inspect and prepare a structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
4. At the request of Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
5. Make best efforts to minimize the impact on any Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee (*NOTE: May be multiple parties*) shall:

1. Pay their proportionate share of all applicable permit fees, including initial fees and all future renewal fees, if any such fees are required of the Type 3 storm water system, and
2. Maintain, repair, replace and upgrade as necessary all non-public storm water infrastructure and to share responsibility for portions of shared storm water systems covered under the Type 3 storm water system permit according to the percentages identified above.
3. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump on non-public private storm water infrastructure or enter into an agreement with the [Town] to perform such services for a fee.
4. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, and fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.
5. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six (months) of discovery, reimburse the [Town] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair; and share in such costs on shared elements of the storm water system according to the percentages identified above.
6. To indemnify, defend and hold harmless the [Town] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town] , its agents or contractors.

### SECTION THREE MISCELLANEOUS

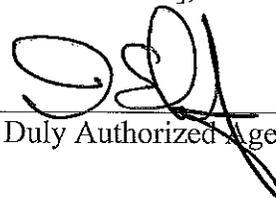
1. The Permittee is not identified under the FRP to make on-site storm water improvements at this time. This does not, however, exempt the Permittee from compliance with future requirements under the FRP or State environmental regulations.

2. It is anticipated that permit fees associated with the inclusion of the expired permits under the Town's MS4 permit will be the responsibility of the Town. However, any payments required under this Agreement necessitated by a change in permit or costs to be reimbursed to the Town for work performed shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on property of the Party failing to make payment, and shall be collectible in the same fashion as unpaid property taxes.
4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

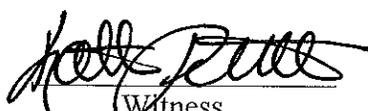
**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

[TOWN OF ESSEX], VERMONT

  
Witness

BY:   
Duly Authorized Agent

PERMITTEE *ETMUOA*

  
Witness

BY:  Pres.  
Duly Authorized Agent

STATE OF VERMONT )  
 )  
COUNTY OF CHITTENDEN )

SS.

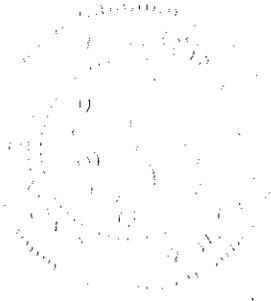
At Essex in said County this 6<sup>th</sup> day of September, A.D., 2016, personally appeared Richard Wheatly duly authorized officer of ETMPWOA, and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the [Town of Essex] .

Before me,



Notary Public

My Commission Expires: 2.10.19







# Know all Men by these Presents

**That** THOMAS G. WEAVER and WILLIAM C. KALANGES

of Essex in the County of Chittenden  
and State of Vermont Grantors, in the consideration of  
TEN AND MORE ----- Dollars

paid to our full satisfaction by  
TOWN OF ESSEX  
a municipal corporation organized  
and existing under the laws of the  
State of Vermont

of in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX

and its successors  
and its heirs and assigns forever, a  
certain piece of land in Essex in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

Being a portion of those lands and premises conveyed to Thomas G. Weaver and William C. Kalanges by warranty deed of Mariah Erskine Seaver dated August 1, 1980, and recorded in Book 155, Pages 393-394 of the land records of the Town of Essex.

Being Marketplace Drive as laid out and depicted upon a Plan of Land entitled: "Town Marketplace, Essex, Vermont, Roadway and Site Plan," prepared by Donald L. Hamlin Consulting Engineers, Inc., dated September 4, 1980, and recorded in Map Book 2C, Page 231 of the Essex land records. Included herewith are the pull-off lane and turnaround as depicted on said plan.

To said deed, plan, and the records thereof, and to all deeds and records therein referred to, reference is hereby made in aid of this description.

Being all of Parcel A EXCEPTING Lots 1 through 11 as shown on said Plan. The purpose of this deed is to transfer land for all of the public right of way.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**—ACKNOWLEDGMENT—**

Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 11569620

Signed Donald M. Gardner Clerk

Date August 14, 1984

**To have and to hold** *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

TOWN OF ESSEX

and its successors

~~heirs~~ <sup>XXXX</sup> *and assigns, to their own use and behoof forever;*

*And we the said Grantor* <sup>s</sup>

THOMAS G. WEAVER and WILLIAM C. KALANGES

*for ourselves and our heirs, executors and administrators, do covenant with the said Grantee*

TOWN OF ESSEX

and its successors

*heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are **Free from every encumbrance;** except as may be aforesaid*

and we hereby engage to **Warrant and Defend** the same against all lawful claims whatever,

In Witness Whereof, we hereunto set our hands and seals this 16<sup>th</sup> day of March A. D. 1981

In Presence of

<u>Shila A. Morris</u>	<u>Thomas G. Weaver</u> Thomas G. Weaver	
<u>William D. Dalton, Jr</u>	<u>William C. Kalanges</u> William C. Kalanges	
		
		
		

State of Vermont, } ss. At ESSEX Jct this  
Chittenden County } 16<sup>th</sup> day of March A. D. 1981  
Thomas G. Weaver and William C. Kalanges

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me William D. Dalton, Jr (Seal)

\_\_\_\_\_  
Notary Public  
(Title)

Essex, Vermont Town Clerk's Office, August 15, 1984 at 3 o'clock and 50 minutes p.m. received for record the instrument of which the foregoing is a true record.

Attest, Jane M. Yandow  
Town Clerk

# MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

- 1. Stormwater System Name: Lang Farm Parcel H
- 2. Location: Essex Junction, VT
- 3. Stormwater Permit Number: 1-0667
- 4. Current Permit Status: (Issued, Expired, Title 3) Expired
- 5. Narrative Describing the Stormwater System:  
consists of catch basins and underdrain stone trenches that outlet to a stone-lined ditch and then via drainage swale.

- 6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_

7. Plans (for expired permits, list plan numbers and attach):

Lamoureux Engineering Master Plan (02/16/88)  
Plan & Profile Drawings 12 & 8 (01/07/88)

- 8. Proof of Legal Responsibility (list and attach):  
Drawings 4, 6, & 9 (09/01/88)      Drawings 10 & 11 (01/07/88)  
Deeds - Lang Drive      Essex Way  
Hagen Drive  
Lida Drive  
Repa Drive

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Page 1 of 3

DISCHARGE PERMIT

File No. 04-06-050

Permit No. 1-0667

In compliance with provisions of 10 V.S.A. 1263

Lang Farm Center at Essex  
Parcel 'H'  
21 Essex Way, Suite 10  
Essex Junction, Vermont 05452

and in accordance with "Terms and Conditions" hereinafter specified, the above named permittee is hereby granted permission to discharge stormwater runoff from the Lang Farm Parcel H Residential Subdivision, located off State Route 15 in Essex, Vermont to Alder Brook and Indian Brook.

1. Expiration Date: September 30, 1993. Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent, or treatment standards of the classification of the receiving waters. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. 1263.  
Re-apply for a discharge permit by June 30, 1993.
2. Revocation: 10 V.S.A. 1267 provides as follows:  
  
"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
3. Transfer of Permit: This permit is not transferable without prior written approval of the Secretary. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall also inform the new owner or tenant of his responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.

4. Receiving Waters: Alder Brook and Indian Brook.
5. Manner of Discharge: S/N 001 - Via a storm drainage system consisting of catch basins and underdrain stone trenches that outlet to 65' Type II grass-lined swale, then via a Type I stone-lined ditch approximately 90', prior to discharge to an unnamed tributary of Alder Brook (see Drawing #6).

S/N 002 - Via a storm drainage system consisting of catch basins and underdrain stone trenches that outlet to a 30' Type I stone-lined ditch, then via an existing drainage swale, prior to discharge to an unnamed tributary of Alder Brook (see Drawing #2).

S/N 003 - Via a storm drainage system consisting of catch basins and underdrain stone trenches that outlet to a 100' Type I stone-lined ditch, then via a Type II grassed swale intercepting an existing drainage swale, prior to discharge to an unnamed tributary of Indian Brook (see Drawing #8).

S/N 004 - Via a storm drainage system consisting of catch basins and underdrain stone trenches that outlet to an energy dissipation basin, then via a grassed (slope <5%) and stone-lined (slope >5%) swale, prior to discharge to an unnamed tributary of Indian Brook (see Drawings #4 & 9).

6. Wastes Permitted: S/N 001, 002, 003 and 004 - Stormwater runoff from paved roads and parking areas, roofs, and natural terrain after treatment of the runoff via infiltration in underdrain stone trenches and via grassed swales.

Note: If erosion problems occur, the permittee shall be required to correct the problems.

7. Volumes Permitted: Such volumes as required by the discharge specified in #5 above.
8. Frequency of Discharge: Daily
9. Operation and Treatment: Treatment as specified in #6 above. For details on the treatment of stormwater runoff for this project see the Lamoureux Engineering Master Plan (M1), revised 2/16/88, Plan and Profiles Drawings 2 & 8, revised 1/7/88, Drawings 4, 6 & 9 revised 9/1/88, and Details and Specifications for Storm & Erosion Control and Roadways and Sidewalks (Drawings 10 & 11), revised 1/7/88.

10. Maintenance and Maintenance Reporting Requirements:  
All catch basins, settling ponds, recharge basins, or other treatment devices (specifically stone underdrains) or facilities shall be maintained in good operating order at all times and shall be cleaned quarterly and at such other times as necessary to maintain design treatment levels. NO LATER THAN JANUARY 31 OF EACH YEAR A WRITTEN REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, NPDES PERMIT SECTION, 103 SOUTH MAIN STREET, WATERBURY, VERMONT 05676, PROVIDING THE DATES AND NATURE OF CLEANING OPERATIONS CARRIED OUT IN THE PRECEDING YEAR.

Paved parking lots and roads should be swept on a regular basis when seasonally practicable to minimize contaminants carried to the treatment device by runoff.

11. Personnel and Training Requirements: Such personnel and training as necessary to fulfill the requirements of #10 above.
12. Monitoring and Reporting Requirement: No monitoring required; reporting requirement as specified in #10.
13. Miscellaneous Requirements: Maintenance and cleaning of the stone-filled underdrain system will require silt/sediment removal by injection of water from a fire hose into the upper end access of each underdrain segment (per engineer's instructions, letter dated 9/6/88). Reporting requirement as specified in #10.

14. Issue Date of Permit: 10 Dec 88

Patrick A. Parenteau, Commissioner  
Department of Environmental Conservation

By Gary Schultz  
Gary Schultz, Director  
Permits, Compliance & Protection

Pamela W. Quinn  
Prepared and Reviewed by

TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-0667, previously issued to \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

File #04-06-050  
PWQ

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow, Town Clerk of the          Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the          Town of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 1 Feb, 19 88.

DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached deed for a portion of Essex Way, a length of 2100 lf (.40 miles,

and as shown on a Highway Map of the          Town of Essex,  
dated 17 SEPT, 1985, and filed in Book 197 on page 401-30 of the Records  
of the          Town of Essex by the          Town Clerk of  
said          Town incorporated herein by reference and attested to on  
said map by said          Town Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 1st day of February, A.D., 19 88.

Martin Meyers  
Bernard E. Paris  
Steph Francis  
Edward R. Galt  
Jane M. Yandow  
BOARD  
OF  
SELECTMEN  
ALDERMEN  
TRUSTEES

Not applicable  
and the MAYOR of the City of         

\*\*\*\*\*

Essex, VERMONT  
February 2, 19 88

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK 197 ON PAGE 401-30 OF THE          TOWN RECORDS  
OF THE          TOWN OF Essex ON THE 2nd DAY OF February,  
19 88, AT 8:00 O' CLOCK, A.M.

ATTEST: Jane M. Yandow  
         TOWN CLERK OF Essex, VERMONT

# Know all Persons by These Presents

That

John H. Lang and Nancy E. Lang

of Shelburne in the County of Chittenden  
and State of Vermont, Grantors, in the consideration of  
-----Ten or More----- Dollars  
paid to their full satisfaction by

Town of Essex, a Vermont municipal corporation,

of Essex in the County of Chittenden  
and State of Vermont, Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee,

Town of Essex,

and its / successors  
certain piece of land in the Town of Essex and assigns forever, a  
County of Chittenden in the  
follows, viz: and State of Vermont, described as

A piece or parcel of land situated on the southerly side of Vermont Route 15, said piece or parcel of land being commonly known as Essex Way and being more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument situated in the southerly sideline of Vermont Route 15, which point of beginning is located 102.5 feet easterly of a certain iron pin set in the southerly sideline of Vermont Route 15, which iron pin marks the northwesterly corner of certain lands and premises acquired by John H. and Nancy E. Lang by virtue of a Warranty Deed from Marian A. Lyons, dated October 9, 1984 and of record in Volume 185 at Page 338 of the Land Records of the Town of Essex; thence proceeding south from said concrete monument forming the point or place of beginning S 30°50'05" E from said point of beginning for a distance of 61.02 feet to a point marked by a concrete monument; thence turning to the right and proceeding S 0°30'01" W for a distance of 104 feet to a point marked by a concrete monument; thence continuing S 5°15' W for a distance of 103 feet to a point marked by a concrete monument; thence continuing S 12°30' W for a distance of 109 feet to a point marked by a concrete monument; thence continuing S 20°53'30" W for a distance of 231.10 feet to a point marked by a concrete monument; thence continuing in a southerly direction at a radius of 795.27 feet for a linear distance of 309.04 feet to a point marked by a concrete monument; thence continuing S 1°22'23" E for a distance of 277.69 feet to a point marked by a concrete monument; thence continuing S 1°22'23" E for a distance of 597.58 feet to a point marked by a concrete monument; thence continuing in a radius of 717 feet for a linear distance of 595.97 feet to a point marked by a concrete monument; thence proceeding S 46°15'04" W for a distance of 295.22 feet to a point marked by a concrete monument; thence continuing in a southerly direction at a radius of 783 feet for a linear distance of 927.29 feet to a point marked by a concrete monument, which concrete monument is situated 33 feet westerly of point of tangent 46+28.87; thence proceeding in and around a certain temporary cul-de-sac having a radius of 60 feet to a concrete monument, which concrete monument is located 33 feet easterly of point of tangent 46+28.87; thence proceeding in a northerly

thence to a point marked by a concrete monument; thence proceeding N 46°15'04" E for a distance of 795.22 feet to a point marked by a concrete monument; thence continuing in a northerly direction at a radius of 783 feet for a linear distance of 650.03 feet to a point marked by a concrete monument; thence proceeding N 1°22'23" W for a distance of 387.19 feet to a point marked by a concrete monument; thence continuing N 1°22'23" W for a distance of 488.08 feet to a point marked by a concrete monument; thence continuing in a northerly direction at a radius of 729.27 feet for a linear distance of 283.39 feet to a point marked by a concrete monument; thence proceeding N 20°53'30" E for a distance of 68.75 feet to a point marked by a concrete monument; thence proceeding S 62°59'22" E for a distance of 7.04 feet to a point marked by an iron pin; thence proceeding N 20°53'30" E for a distance of 369.50 feet to a point marked by an iron pin; thence proceeding N 6°44'37" E for a distance of 206.91 feet to a point marked by a concrete monument set in the southerly sideline of Vermont Route 15; thence turning to the left and proceeding S 87°34'59" W in and along the southerly sideline of Vermont Route 15 for a distance of 163.6 feet to the point or place of beginning.

The lands and premises conveyed herein are that portion of a roadway known as "Essex Way" which is shown and depicted as a shaded roadway running southerly from Vermont Route 15 on a plan of land entitled "Lang Farm, Essex, Vermont, Sketch Plan" Drawing No. 1 of 9 prepared by Donald L. Hamlin Consulting Engineers, Inc., on August 19, 1985 and of record in Slide 159 of the Land Records of the Town of Essex, said roadway being more particularly shown and depicted on two plans of land entitled "The Lang Farm, Essex, Vermont, Roadway Utility Easements" Drawings 3 and 4 of 9 prepared by Donald L. Hamlin Consulting Engineers, Inc., on August 19, 1985 and of record in Slide 159 of said Land Records.

Also included herein is a 10 foot wide utility easement running along and adjacent to the westerly sideline of the said Essex Way which 10 foot wide utility easement commences at a concrete monument located by proceeding S 30°50'05" E for a distance of 61.02 feet from the concrete monument forming the point of beginning of the said Essex Way as described above and thence continuing in a southerly direction parallel to the westerly sideline of the said Essex Way for a linear distance of 3,000 feet, more or less, to the southerly sideline of a roadway marked "Future Town Street" as is shown and depicted on a plan entitled "Lang Farm, Essex, Vermont, Roadway Utility Easements" Drawing 3 of 9 prepared by Donald L. Hamlin Consulting Engineers, Inc., on August 19, 1985 and of record in Slide 159 of said Land Records.

Further included herein is a 20 foot wide drainage easement running in a westerly direction from the aforementioned 10 foot wide utility easement immediately south of the "Proposed Circumferential Highway Corridor" as is more particularly shown and depicted on a plan entitled "Lang Farm, Essex, Vermont, Roadway Utility Easements" Drawing 4 of 9 prepared by Donald L. Hamlin Consulting Engineers, Inc., on August 19, 1985 and of record in Slide 159 of said Land Records and a 10 foot wide drainage and culvert easement situated on both sides of Essex Way approximately 180 feet southerly of the southerly boundary line of the aforementioned "Future Town Street", all as is more particularly shown and depicted on a plan entitled "Lang Farm, Essex, Vermont, Roadway Utility Easements" Drawing 3 of 9 prepared by Donald L. Hamlin Consulting Engineers, Inc., on August 19, 1985 and of record in Slide 159 of said Land Records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. Lang by Warranty Deed of John H. and Nancy R. Lang recorded April 16, 1980 and of record in Volume 153 at Page 289 of the Land Records of the Town of Essex and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marian A. Lyons dated October 9, 1984 and of record in Volume 185 at Page 338 of said Land Records.

Until the aforescribed Essex Way is accepted by the Town of Essex as a public street, the within Grantors do hereby reserve

and except from this conveyance such rights, easements, and rights of way specifically relating to and impacting upon the lands and premises conveyed herein as are to be conveyed by the within Grantors to the purchasers of Lot D-1 as shown and depicted on the aforementioned plan entitled "Lang Farm, Essex, Vermont, Sketch Plan" Drawing 1 of 9 prepared by Donald Hamlin Consulting Engineers, Inc., August 19, 1985 and of record in Slide 159 of said Land Records by Warranty Deed to be executed by the within Grantors subsequent to this conveyance, which rights, rights of way, and easements to be conveyed to the purchasers of Lot D-1 shall be superior and take precedence over this conveyance until the said Essex Way is accepted as a public street.

Also included herein is a non-exclusive easement and right of way for the purpose of maintaining and repairing a drainage swale running along the westerly side of the aforescribed Essex Way.

Nancy R. Lang and Nancy E. Lang are one and the same person.

Reference is hereby made to the aforementioned instruments and Land Records and to the references contained therein and records thereof in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee,

Town of Essex,

and its successors heirs and assigns, to their own use and behoof forever; And we, the said Grantors,

John H. Lang and Nancy E. Lang,

executors and administrators, do for ourselves and our heirs, covenant with the said Grantee,

Town of Essex, and its successors

heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance; except as above stated.

And we, the said Grantors, John H. Lang and Nancy E. Lang, do

hereby engage to Warrant and Defend the same against all lawful claims whatever, except as above stated.

In Witness Whereof, this 17th day of September, A. D. 1985, we hereunto set our hands and seals

In Presence of

*[Signature]*  
*[Signature]*

*[Signature]* John H. Lang  
*[Signature]* Nancy E. Lang  
*[Signature]*  
*[Signature]*  
*[Signature]*

ACKNOWLEDGMENT  
Return No. 1979 849  
Signed *[Signature]* Clerk  
Date 11-26-1985

State of Vermont, } ss. At COLCHESTER this  
CHITTENDEN County } 17th day of SEPT. A. D. 1985

John H. Lang and Nancy E. Lang

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me *[Signature]*  
Notary Public

Essex, Vermont Town Clerk's Office, November 26, 1985 at 10 o'clock and 5 minutes a.m. received for record the instrument of which the foregoing is a true record.

Attest, *[Signature]*  
Town Clerk

Hagan Drive

TUTBLANK REGISTERED U. S. PAT. OFFICE  
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05701

# Know all Men by these Presents That

we, John H. Lang and Nancy E. Lang,

of Shelburne in the County of Chittenden  
and State of Vermont Grantor<sup>s</sup>, in the consideration of  
paid to our -----Ten or More ----- Dollars  
full satisfaction by Town of Essex, a municipal corporation

organized and existing under the laws of the State of Vermont,

of Essex in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey And Confirm unto the said Grantee  
Town of Essex,

certain piece of land in Essex and its successors  
County of Chittenden heirs and assigns forever, a  
follows, viz: Chittenden and State of Vermont, described as

See Attached Exhibit A

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
--ACKNOWLEDGMENT--  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. A691930  
Signed Rosario C. [Signature] Clerk  
Date August 30, 1988 asst

do make and to hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

Town of Essex,

and its successors ~~heirs~~ *and assigns, to their own use and behoof forever;*  
And we *the said Grantor*

John H. Lang and Nancy E. Lang,  
*for ourselves and our heirs,*  
executors and administrators, do *covenant with the said Grantee*

Town of Essex, and its successors

*heirs and assigns, that until the ensembling of these presents the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free From Every Encumbrance.*

Except as above stated.

And we, the said grantors, John H. Lang and Nancy E. Lang, do  
*hereby engage to Warrant And Defend the same against all lawful claims whatever,* except as stated above.

In Witness Whereof, we  
this *26<sup>th</sup>* day of  
In Presence of

hereunto set our hands and seals  
August A. D. 19 88

*Pamela Kanan*  
*David J. Davis*

*John H. Lang*  
John H. Lang  
*Nancy E. Lang*  
Nancy E. Lang

State Of Vermont,  
County

} ss.

At Burlington this  
*26<sup>th</sup>* day of August A. D. 19 88

John H. Lang and Nancy E. Lang

*personally appeared, and they acknowledged this instrument, by*  
them *sealed and subscribed, to be their free act and deed.*

Before me *Pamela Kanan*  
*Nancy*  
(Title)

EXHIBIT A

Being a roadway parcel of land situated on the southerly side of the roadway known and designated as Lang Drive, said roadway parcel is designated as Hagan Drive and serves the recently approved Parcel "H" subdivision.

Said roadway parcel may be more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument situated in the southerly sideline of Lang Drive at the north end of the easterly sideline of Hagan Drive and being the northwesterly corner of Lot #71;

Thence, proceeding South 4 -33'-49" East along the westerly sideline of Lots #71, #70 and #69 for a distance of 244.78 feet to a concrete monument marking the end of a curve;

Thence, proceeding southerly on said curve, along the westerly sideline of Lots #69, #68 and #67, across the end of Lang Drive and in reverse order along the westerly sideline of Lots #62 through #57, said curve having a radius of 1833.07 feet and a length of 1039.36 feet to a concrete monument marking the beginning of a curve;

Thence, proceeding South 28 -04'45" West along the westerly sideline of Lots #57, #56, #55 and #54 for a distance of 330.00 feet to a concrete monument marking the beginning of a cul-de-sac;

Thence, proceeding in and around said cul-de-sac, along the sideline of Lots #53 and #52, along the sideline of an area reserved for a future street and along the sideline of Lot #25, said cul-de-sac having a radius of 60.00 feet and a length of 310.63 feet to a concrete monument marking the end of the cul-de-sac;

Thence, proceeding North 28 -04'-45" East along the easterly sideline of Lot #25, across the east end of Repa Drive and along the easterly sideline of Lots #51, #50 and #49 for a distance of 330.00 feet to a concrete monument marking the beginning of a curve;

Thence, proceeding northerly on said curve, in reverse order along the easterly sideline of Lots #49 through #40, said curve having a radius of 1773.07 feet and a length of 1008.91 feet to a concrete monument marking the end of the curve;

Thence, proceeding North 4 -33'-49" West along the easterly sideline of Lots #40, #39 and #38 for a distance of 244.78 feet to a concrete monument situated in the southerly sideline of Lang Drive at the north end of the westerly sideline of Hagan Drive and being the northeasterly corner of Lot #38;

Thence, proceeding North 85-26'-11" East along the southerly sideline of Lang Drive and across the north end of Hagan Drive for a distance of 60.00 feet to a concrete monument marking the point of beginning.

Also included herein is a 20 foot wide storm drain easement extending easterly from the easterly sideline of Hagan Drive onto Lot #60 for a distance of 35 feet more or less, and a 20 foot wide storm drain easement extending southeasterly from the easterly sideline of Hagan Drive across Lot #60 and onto Lot #61 for a distance of 50 feet more or less;

The exact location of the storm drain easements conveyed herein shall be as shown on the Property Plat and be determined upon the construction, erection and installation of a storm drain therein and said easements shall encompass 10 feet on each side of the centerline of said storm drain as constructed.

Also included herein is a 60 foot wide parcel provided for a future street extension commencing from the south end of a cul-de-sac on Hagan Drive to Parcel I so-called;

Commencing at a point of beginning marked by an iron pipe situated on said cul-de-sac at the south end of an extension of the easterly sideline of Hagan Drive, said iron pipe being a northerly corner of Lot #52;

Thence, proceeding South 28-04'-45" West along an extension of the easterly sideline of Hagan Drive and the westerly sideline of Lot #52 for a distance of 101.26 feet to an iron pipe situated on the northerly sideline of Parcel I and being the westerly corner of Lot #52;

Thence, proceeding North 55-43'-06" West along the southerly sideline of Parcel "H" and the northerly sideline of Parcel "I" for a distance of 60.13 feet to an iron pipe marking the southerly corner of Lot #25;

Thence, proceeding North 28-04'-45" East along the westerly sideline of the future street and the easterly sideline of Lot #25 for a distance of 94.89 feet to an iron pipe situated at the southerly end of a cul-de-sac, and on an extension of the westerly sideline of Hagan Drive;

Thence, proceeding easterly around the southerly end of said cul-de-sac having a radius of 60.00 feet for a distance of 62.58 feet to an iron pipe marking the point of beginning.

The lands and premises conveyed herein are that portion of a roadway known and designated as "Hagan Drive" which is shown and depicted on a plan of land entitled "Parcel H, a Residential Subdivision at the Lang Farm, Essex, Vermont - Property Plat", drawing #P1, prepared by Lamoureux Consulting Engineer and Land Surveyor on July 21, 1988, and recorded in Slide \_\_\_ of the Town of Essex land records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. [sic] Lang by Warranty Deed of John H. and Nancy R. [sic] Lang, undated, and recorded in Volume 153, Page 289, of the Town of Essex land records and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marion A. Lyons dated October 9, 1984 and recorded in Volume 185, Page 338, of the Town of Essex land records.

Book #  
234

# Know all Persons by These Presents

That we, John H. Lang and Nancy E. Lang,

of Shelburne Vermont in the County of Chittenden  
and State of Vermont Grantors, in the consideration of  
paid to our full satisfaction by Ten or More Dollars  
corporation organized and existing under the laws of the State of Vermont,  
Town of Essex, a municipal

of Essex Vermont in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee  
Town of Essex,

certain piece of land in Essex and its successors and assigns forever, a  
County of Chittenden and State of Vermont, described as  
follows, viz:

Being a roadway parcel of land situated on the easterly side of the  
roadway known and designated as Essex Way in the Town of Essex,  
Vermont, said roadway parcel is designated as **Repa Drive** and serves  
the recently approved Parcel "H" subdivision.

Said roadway may be more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument in  
the easterly sideline of Essex Way at the west end of the north  
sideline of Repa Drive and being the westerly corner of Lot #1;

Thence, proceeding South 61°-55'-15" East along the southerly sideline  
of Lot #1, across the south end of Wiley Drive and along the southerly  
sideline of Lots #26 and #51 for a distance of 660.00 feet to a  
concrete monument situated in the westerly sideline of Hagan Drive,  
marking the southerly corner of Lot #51 and the east end of the  
northerly sideline of Repa Drive;

Thence, proceeding South 28°-04'-45" West for a distance of 60.00 feet  
to a concrete monument situated in the westerly sideline of Hagan  
Drive, marking the easterly corner of Lot #25 and the east end of the  
southerly sideline of Repa Drive;

Thence, proceeding North 61°-55'-15" West in reverse order along the  
northerly sideline of Lots #25 through #20 for a distance of 660.00  
feet to a concrete monument situated in the easterly sideline of Essex  
Way, marking the northerly corner of Lot #20;

Thence, proceeding North 28°-04'-45" East along the easterly sideline  
of Essex Way, across the west end of Repa Drive for a distance of  
60.00 feet to a concrete monument marking the point of beginning.

The lands and premises conveyed herein are that portion of a roadway  
known and designated as "Repa Drive" which is shown and depicted on a  
plan of land entitled "Parcel H, a Residential Subdivision at the Lang  
Farm, Essex, Vermont - Property Plat", drawing #P1, prepared by  
Lamoureux Consulting Engineer and Land Surveyor on July 21, 1988 and  
recorded in Slide \_\_\_ of the Town of Essex land records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. [sic] Lang by Warranty Deed of John H. and Nancy R. [sic] Lang, undated, and recorded in Volume 153, Page 289, of the Town of Essex land records and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marion A. Lyons dated October 9, 1984 and recorded in Volume 185, Page 338, of the Town of Essex land records.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**-ACKNOWLEDGMENT-**  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. AG91922  
Signed Karen Lee Garrison Clerk  
Date August 30, 1984

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

Town of Essex,

and its successors ~~heirs~~ and assigns, to their own use and behoof forever; And we, the said Grantors

John H. Lang and Nancy E. Lang,

executors and administrators, do for ourselves and our heirs, covenant with the said Grantee

Town of Essex, and its successors

~~we~~ and assigns, that until the ensembling of these presents we are the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance;

Except as above stated.

And we, the said grantors, John H. Lang and Nancy E. Lang, do hereby engage to Warrant and Defend the same against all lawful claims whatever, except as stated above.

In Witness Whereof, we hereunto set our hands and seals this 29<sup>th</sup> day of August A. D. 19 88

In Presence of

Margaret Phillip

John H. Lang  
John H. Lang  
Nancy E. Lang  
Nancy E. Lang



State of Vermont, } ss. At Burlington this  
County } 29<sup>th</sup> day of August A. D. 19 88

John H. Lang and Nancy E. Lang

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me Margaret Phillip  
Notary

Essex, Vermont Town Clerk's Office, August 30, 1988 at 4 o'clock and 10 minutes p.m., received for record the instrument of which the foregoing is a true record.

Attest: Jane M. Gaudin  
Town Clerk



# Know all Men by these Presents That

we, John H. Lang and Nancy E. Lang,

of Shelburne in the County of Chittenden  
and State of Vermont Grantor<sup>s</sup>, in the consideration of  
paid to our -----Ten or More ----- Dollars  
full satisfaction by Town of Essex, a municipal corporation

organized and existing under the laws of the State of Vermont,

of Essex in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey And Confirm unto the said Grantee

Town of Essex,

and its successors  
certain piece of land in Essex ~~heirs~~ and assigns forever, a  
County of Chittenden in the  
follows, viz: and State of Vermont, described as

See Attached Exhibit A

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

**—ACKNOWLEDGMENT—**  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. A691930

Signed Rosalie C. [unclear] Clerk

Date August 30, 1988 assst

EXHIBIT A

Being a roadway parcel of land situated on the southerly side of the roadway known and designated as Lang Drive, said roadway parcel is designated as Hagan Drive and serves the recently approved Parcel "H" subdivision.

Said roadway parcel may be more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument situated in the southerly sideline of Lang Drive at the north end of the easterly sideline of Hagan Drive and being the northwesterly corner of Lot #71;

Thence, proceeding South 4 -33'-49" East along the westerly sideline of Lots #71, #70 and #69 for a distance of 244.78 feet to a concrete monument marking the end of a curve;

Thence, proceeding southerly on said curve, along the westerly sideline of Lots #69, #68 and #67, across the end of Lang Drive and in reverse order along the westerly sideline of Lots #62 through #57, said curve having a radius of 1833.07 feet and a length of 1039.36 feet to a concrete monument marking the beginning of a curve;

Thence, proceeding South 28 -04'45" West along the westerly sideline of Lots #57, #56, #55 and #54 for a distance of 330.00 feet to a concrete monument marking the beginning of a cul-de-sac;

Thence, proceeding in and around said cul-de-sac, along the sideline of Lots #53 and #52, along the sideline of an area reserved for a future street and along the sideline of Lot #25, said cul-de-sac having a radius of 60.00 feet and a length of 310.63 feet to a concrete monument marking the end of the cul-de-sac;

Thence, proceeding North 28 -04'-45" East along the easterly sideline of Lot #25, across the east end of Repa Drive and along the easterly sideline of Lots #51, #50 and #49 for a distance of 330.00 feet to a concrete monument marking the beginning of a curve;

Thence, proceeding northerly on said curve, in reverse order along the easterly sideline of Lots #49 through #40, said curve having a radius of 1773.07 feet and a length of 1008.91 feet to a concrete monument marking the end of the curve;

Thence, proceeding North 4 -33'-49" West along the easterly sideline of Lots #40, #39 and #38 for a distance of 244.78 feet to a concrete monument situated in the southerly sideline of Lang Drive at the north end of the westerly sideline of Hagan Drive and being the northeasterly corner of Lot #38;

Thence, proceeding North 85-26'-11" East along the southerly sideline of Lang Drive and across the north end of Hagan Drive for a distance of 60.00 feet to a concrete monument marking the point of beginning.

Also included herein is a 20 foot wide storm drain easement extending easterly from the easterly sideline of Hagan Drive onto Lot #60 for a distance of 35 feet more or less, and a 20 foot wide storm drain easement extending southeasterly from the easterly sideline of Hagan Drive across Lot #60 and onto Lot #61 for a distance of 50 feet more or less;

The exact location of the storm drain easements conveyed herein shall be as shown on the Property Plat and be determined upon the construction, erection and installation of a storm drain therein and said easements shall encompass 10 feet on each side of the centerline of said storm drain as constructed.

Also included herein is a 60 foot wide parcel provided for a future street extension commencing from the south end of a cul-de-sac on Hagan Drive to Parcel I so-called;

Commencing at a point of beginning marked by an iron pipe situated on said cul-de-sac at the south end of an extension of the easterly sideline of Hagan Drive, said iron pipe being a northerly corner of Lot #52;

Thence, proceeding South 28-04'-45" West along an extension of the easterly sideline of Hagan Drive and the westerly sideline of Lot #52 for a distance of 101.26 feet to an iron pipe situated on the northerly sideline of Parcel I and being the westerly corner of Lot #52;

Thence, proceeding North 55-43'-06" West along the southerly sideline of Parcel "H" and the northerly sideline of Parcel "I" for a distance of 60.13 feet to an iron pipe marking the southerly corner of Lot #25;

Thence, proceeding North 28-04'-45" East along the westerly sideline of the future street and the easterly sideline of Lot #25 for a distance of 94.89 feet to an iron pipe situated at the southerly end of a cul-de-sac, and on an extension of the westerly sideline of Hagan Drive;

Thence, proceeding easterly around the southerly end of said cul-de-sac having a radius of 60.00 feet for a distance of 62.58 feet to an iron pipe marking the point of beginning.

The lands and premises conveyed herein are that portion of a roadway known and designated as "Hagan Drive" which is shown and depicted on a plan of land entitled "Parcel H, a Residential Subdivision at the Lang Farm, Essex, Vermont - Property Plat", drawing #P1, prepared by Lamoureux Consulting Engineer and Land Surveyor on July 21, 1988, and recorded in Slide \_\_\_\_ of the Town of Essex land records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. [sic] Lang by Warranty Deed of John H. and Nancy R. [sic] Lang, undated, and recorded in Volume 153, Page 289, of the Town of Essex land records and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marion A. Lyons dated October 9, 1984 and recorded in Volume 185, Page 338, of the Town of Essex land records.

To Have and to Hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

Town of Essex,

And we *and its successors heirs and assigns, to their own use and behoof forever;*  
the said Grantor

John H. Lang and Nancy E. Lang,  
*for ourselves and our heirs,*  
executors and administrators, do *covenant with the said Grantee*

Town of Essex, and its successors

*heirs and assigns, that until the ensembling of these presents the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free From Every Encumbrance;*

Except as above stated.

And we, the said grantors, John H. Lang and Nancy E. Lang, do

*hereby engage to Warrant And Defend the same against all lawful claims whatever,* except as stated above.

In Witness Whereof, we  
this 30<sup>th</sup> day of

hereunto set our hands and seals  
August A. D. 19 88

In Presence of

*Pamela Keanah*  
*David A. Davis*

*John H. Lang*  
John H. Lang  
*Nancy E. Lang*  
Nancy E. Lang  
\_\_\_\_\_  
\_\_\_\_\_



State Of Vermont,

County

} ss.

at

Burlington

30<sup>th</sup> day of August

this

A. D. 19 88

John H. Lang and Nancy E. Lang

*personally appeared, and they acknowledged this instrument, by*  
them *sealed and subscribed, to be their free act and deed.*

Before me *Pamela Keanah*  
*Notary*  
\_\_\_\_\_  
(Title)

Essex, Vermont Town Clerk's Office, August 30, 1988 at 4 o'clock and 20 minutes p.m., received for record the instrument of which the foregoing is a true record.

Attest: *Jane M. Yandow*  
Town Clerk

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Lang Farm Parcel I
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-1186
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Stormwater from the buildings, roads & parking collected in a curb & catch basin system and directed to a detention and sedimentation system.
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Lamouzeux, Stone & O'Leary - sheets 2-10, 13 & 14 dated 10/07/93 revised 05/14/94
8. Proof of Legal Responsibility (list and attach):  
Deeds - Sydney Drive  
Bashaw Drive  
Debra Drive

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Page 1 of 4  
DEC PIN EJ96-0404

DISCHARGE PERMIT

File No. 04-06  
Permit No. 1-1186

PERMITTEE: The Woodlands II  
Limited Partnership  
15 Brickyard Road  
Essex Junction, VT 05452

PROJECT: Lang Farm Parcel I  
71 Lot Residential Subdivision  
Essex Way  
Essex

RECEIVING WATER: Alder Brook and Indian Brook

In compliance with provisions of 10 V.S.A. 1263 and in accordance with "Terms and Conditions" hereinafter specified, the above named permittee is hereby granted permission to discharge stormwater runoff from the above described project.

This permit shall become effective on **date of signing**.

Unless revoked, this permit shall be valid until **September 30, 1999** despite any intervening change in water quality, effluent, or treatment standards or the classification of the receiving waters. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. section 1263.

Permittee shall reapply for a discharge permit by **May 3, 1999**

William C. Brierley, Commissioner  
Department of Environmental Conservation

by Marilyn J. Davis  
Marilyn J. Davis, Director  
Wastewater Management Division

October 17, 1996  
Issue Date

Permit prepared and reviewed by Randy Bean  
Randy Bean  
Environmental Engineer

1. Approved Project Design:

This project shall be constructed and operated as shown on plans prepared by Lamoureux, Stone, and O'Leary sheet(s) 2 thru 10, 13, & 14 of 16 dated 10-7-93 rvs. 5/14/94

By reference, the above-noted plans are made a part of this permit.

WITHIN 30 DAYS FOLLOWING COMPLETION OF CONSTRUCTION, the permittee shall submit a certification that the work has been completed according to plans and specifications referenced by this permit.

2. Manner of Discharge:

S/N 001:

Stormwater from the buildings, roads, and parking collected in a curb and catch basin system, directed to a detention and sedimentation basin, then discharging overland through vegetated terrain to an unnamed tributary of Alder Brook.

S/N 002:

Stormwater from the buildings, roads, and parking collected in a curb and catch basin system, discharging overland through vegetated terrain to an unnamed tributary of Indian Brook.

S/N 003:

Stormwater from buildings, roads, and parking collected in a curb and catch basin system, directed to a detention and sedimentation basin, discharging via a vegetated swale to an unnamed tributary of Indian Brook.

3. Wastes Permitted:

Stormwater runoff from the buildings, roads, and parking areas after treatment via detention and sedimentation basins or overland flow across vegetated terrain.

4. Volumes Permitted and Frequency of Discharge:

Such volumes and frequency as required by the discharges specified in No. 2 above.

5. Maintenance and Maintenance Reporting Requirements:

- A. All conveyance or treatment devices, including swales, catch basins and other facilities, shall be maintained in good operating order at all times and shall be inspected quarterly and cleaned as necessary to maintain treatment as designed. Paved parking lots and roads should be swept on a regular basis when seasonally practicable to minimize contaminants carried to the treatment device by runoff.
- B. The permittee shall provide such personnel and training as necessary to fulfill the requirements of A. above.
- C. The permittee shall immediately correct any erosional problems.
- D. No later than SEPTEMBER 30 of each year a written report shall be submitted to the Department of Environmental Conservation, Discharge Permits Section, 103 South Main Street, Waterbury, Vermont 05671-0405, providing the dates of inspections and nature of cleaning operations carried out in the preceding year.

6. Miscellaneous Requirements:

After construction is complete, all conveyance and treatment devices shall be cleaned and returned to design specifications. Permittee shall submit project engineer's certification of construction according to plans within 30 days of completion.

7. Revocation of Permit:

10 V.S.A. 1267 provides as follows: "The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."

8. Transfer of Permit:

This permit is not transferable without prior written approval of the Secretary. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall also inform the new owner or tenant of his responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.

9. Right of Entry:

The permittee shall allow the Secretary or authorized representative, upon presentation of credentials, to enter the permittee's premises where the effluent sources authorized by this permit are located and at reasonable times to have access to copy any records required to be kept under the terms and conditions of this permit or to inspect any treatment device, monitoring equipment, or monitoring method required in this permit and to sample any discharge of pollutants.

TRANSFER APPLICATION - File No. 04-06

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-1186, previously issued to The Woodlands II

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow \_\_\_\_\_, Town \_\_\_\_\_ Clerk of the \_\_\_\_\_ Town  
of Essex \_\_\_\_\_, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the \_\_\_\_\_ Town \_\_\_\_\_ of  
Essex \_\_\_\_\_ was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 22 Jan \_\_\_\_\_, 19 90.

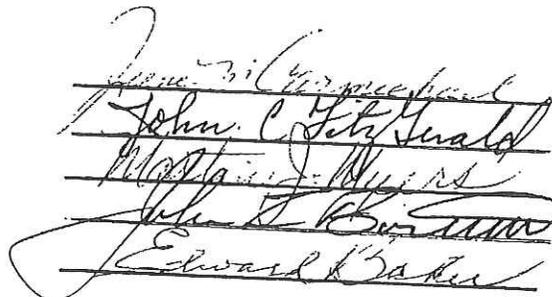
DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached Deed for Lang Drive, a length of 1133 ft. (0.21 miles) from  
Essex Way (Sta. 9+67) to Sta 21+00

(*) Book	(**) Pg's	Date
234	277-279	8/29/88
234	280-284	8/26/88

and as shown on a Highway Map of the \_\_\_\_\_ Town \_\_\_\_\_ of \_\_\_\_\_ Essex  
dated see above \_\_\_\_\_, 19 \_\_\_\_\_, and filed in Book \* on page \*\* of the Records  
of the \_\_\_\_\_ Town \_\_\_\_\_ of \_\_\_\_\_ Essex \_\_\_\_\_ by the \_\_\_\_\_ Town \_\_\_\_\_ Clerk of  
said \_\_\_\_\_ Town \_\_\_\_\_ incorporated herein by reference and attested to on  
said map by said \_\_\_\_\_ Clerk.

Dated at Essex \_\_\_\_\_, County of Chittenden \_\_\_\_\_ and State of  
Vermont, this 22nd day of Jan \_\_\_\_\_, A.D., 19 90.

  
 \_\_\_\_\_ BOARD  
 \_\_\_\_\_ OF  
 \_\_\_\_\_ SELECTMEN  
 \_\_\_\_\_ ALDERMEN  
 \_\_\_\_\_ TRUSTEES

Not Applicable  
and the MAYOR of the City of \_\_\_\_\_

\*\*\*\*\*

<u>Essex</u> _____, VERMONT	(*) Book	(**) Pg's
_____ _____, 19 _____	234	277-279
	234	280-284

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE \_\_\_\_\_ Town \_\_\_\_\_ RECORDS  
OF THE \_\_\_\_\_ Town \_\_\_\_\_ OF \_\_\_\_\_ Essex \_\_\_\_\_ ON THE \*\*\* 23 DAY OF Jan \_\_\_\_\_,  
19 90, AT \_\_\_\_\_ O' CLOCK, \_\_\_\_\_ .M.

\*\*\* See bottom of  
Individual Deeds

ATTEST: Jane M. Yandow  
\_\_\_\_\_ Town \_\_\_\_\_ CLERK OF \_\_\_\_\_ Essex \_\_\_\_\_, VERMONT

Know all Persons by These Presents

Book 234

That we, John H. Lang and Nancy E. Lang,

of Shelburne in the County of Chittenden  
and State of Vermont Grantors, in the consideration of  
paid to our -----Ten or More----- Dollars  
full satisfaction by Town of Essex, a municipal corporation

organized and existing under the laws of the State of Vermont,

of Essex in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

Town of Essex

and its successors  
certain piece of land in Essex and assigns forever, a  
County of Chittenden in the  
follows, viz: and State of Vermont, described as

Being a roadway parcel of land located on the extension southerly of the existing roadway known and designated as Essex Way in the Town of Essex. Said roadway is continued designated as Essex Way and being more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument, said monument being situated in the easterly sideline of Essex Way and the westerly sideline of "The Inn as Essex" being 33.00 feet easterly of a point of centerline tangency (station 46+28.87);

Thence, proceeding on a Vermont Grid bearing of South 21-36'-11" East along the westerly sidelines of "The Inn at Essex", Parcel "D-2" and Lot #11 of Parcel "H" for a distance of 450.62 feet to a concrete monument marking the end of the curve;

Thence, proceeding southerly along said curve, along the westerly sideline of Lot #11, across the beginning of Lang Drive and in reverse order along the westerly sideline of Lots #10 through #3 of Parcel "H", said curve having a radius of 1113.07 feet and a length of 965.16 feet to a concrete monument marking the end of the curve;

Thence, proceeding South 28-04'-45" West along the westerly sideline of Lots #2 and #1 of Parcel "H", across the beginning of Repa Drive and along the westerly sideline of Lot #20 of Parcel "H" for a distance of 353.50 feet to a concrete monument marking the end of the tangent, said monument being 33.00 feet East of centerline (station 63+69.54);

Thence, proceeding North 61-55'-15" West across the temporary end of Essex Way, for distance of 66.00 feet to a concrete monument marking the end of a tangent in the westerly sideline of Essex Way, said monument being 33.00 feet west of centerline (station 63+69.54);

Thence, proceeding North 28-04'-45" East along the easterly sideline of Parcel "G" for a distance of 353.50 feet to a concrete monument marking the end of a curve;

Thence, proceeding northerly on said curve along the easterly sideline of Parcel "G", said curve having a radius of 1047.07 feet and a length of 907.93 feet to a concrete monument marking the beginning of the curve;

Thence, proceeding North 21-36'-11" West along the easterly sideline of Parcel "G" for a distance of 450.62 feet to a concrete monument marking the end of a curve, said monument being 33 feet west of centerline (station 46+28.87);

Also included herein is a second 24 foot wide storm easement extending southwesterly 50 feet more or less from the westerly sideline of Essex Way, said storm drain is connected to a catch basin opposite center line (station 47 plus 50);

Thence, proceeding North 68-23'-49" East across Essex Way for a distance of 66.00 feet to a concrete monument marking the point of beginning.

Also included herein is a 20 foot wide storm easement extending southwesterly 100 feet more or less from the westerly sideline of Essex Way, said storm drain is connected to a catch basin opposite centerline (station 62+88);

The exact location of the storm drain easement conveyed herein shall be as shown on the Property Plat and determined upon the construction, erection and installation of a storm drain herein and said easement shall encompass 10 feet on each side of the centerline of said storm drain as constructed.

The lands and premises conveyed herein are that portion of a roadway extension known and designated as "Essex Way" which is shown and depicted on a plan of land entitled "Parcel H, a Residential Subdivision at the Lang Farm, Essex, Vermont - Property Plat", Drawing #P1, prepared by Lamoureux Consulting Engineer and Land Surveyor on July 21, 1988, and recorded in Slide \_\_\_ of the Town of Essex land records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. [sic] Lang by Warranty Deed of John H. and Nancy R. [sic] Lang, undated, and recorded in Volume 153, Page 289, of the Town of Essex land records and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marion A. Lyons dated October 9, 1984 and recorded in Volume 185, Page 338, of the Town of Essex land records.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

---ACKNOWLEDGMENT---

Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 8677464

Signed Rod MacCormick, Clerk

Date August 30, 1988

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

Town of Essex,  
and its successors  
 heirs and assigns, to their own use and behoof forever;

And we, the said Grantors,

John H. Lang and Nancy E. Lang,

executors and administrators, do for ourselves and our heirs, covenant with the said Grantee

Town of Essex, and its successors

heirs and assigns, that until the ensembling of these presents the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance;

Except as above stated.

And we, the said grantors, John H. Lang and Nance E. Lang, do

hereby engage to Warrant and Defend the same against all lawful claims whatever, except as stated above.

In Witness Whereof, we hereunto set our hand and seal this 29<sup>th</sup> day of August A. D. 1988

In Presence of

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
John H. Lang

*[Handwritten signature]*  
Nancy E. Lang



State of Vermont, } ss. At 29<sup>th</sup> Burlington this  
County } day of August A. D. 1988

John H. Lang and Nance E. Lang

personally appeared, and they acknowledged this instrument, by  
them sealed and subscribed, (to be their free act and deed.

Before me *[Handwritten signature]*  
*[Handwritten signature]*

Essex, Vermont Town Clerk's Office, August 30, 1988 at 4 o'clock p.m.,  
received for record the instrument of which the foregoing is a true record.

Attest: *[Handwritten signature]*  
Town Clerk

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow, Town \_\_\_\_\_ Clerk of the Town \_\_\_\_\_  
of Essex, Vermont.

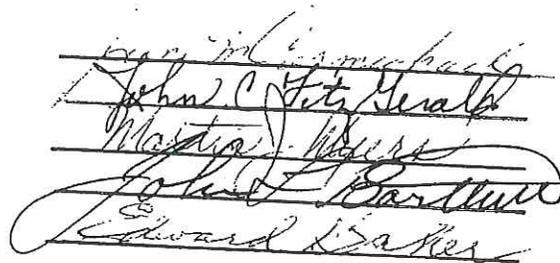
Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the Town \_\_\_\_\_ of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 22 Jan, 1990.

DESCRIPTION OF RIGHT-OF-WAY: Beginning  
See attached Deed for Lida Drive, a length of 389' (0.07 miles) from  
Lang Drive (Sta 22+89) to Sta 19+00

(*) Book	(**) Pg's	Date
234	288-290	8/29/88

and as shown on a Highway Map of the Town \_\_\_\_\_ of Essex,  
dated see above, 19\_\_\_\_, and filed in Book \* on page \*\* of the Records  
of the Town \_\_\_\_\_ of Essex by the Town \_\_\_\_\_ Clerk of  
said Town \_\_\_\_\_ incorporated herein by reference and attested to on  
said map by said \_\_\_\_\_ Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 22 day of Jan, A.D., 1990.

  
 \_\_\_\_\_ BOARD  
 \_\_\_\_\_ OF  
 \_\_\_\_\_ SELECTMEN  
 \_\_\_\_\_ ALDERMEN  
 \_\_\_\_\_ TRUSTEES

Not Applicable  
and the MAYOR of the City of \_\_\_\_\_

\*\*\*\*\*

<u>Essex</u> , VERMONT	(*) Book	(**) Pg's
_____ , 19____	234	288-290

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE Town \_\_\_\_\_ RECORDS  
OF THE Town \_\_\_\_\_ OF Essex ON THE \*\*\* 23 DAY OF Jan,  
1990, AT \_\_\_\_\_ O' CLOCK, \_\_\_\_\_ M.

\*\*\* See bottom of  
Individual Deeds

ATTEST: Jane M. Yandow  
Town \_\_\_\_\_ CLERK OF Essex, VERMONT

# Know all Persons by These Presents

Book 234

That we, John H. Lang and Nancy E. Lang,

of Shelburne in the County of Chittenden  
and State of Vermont Grantees, in the consideration of  
paid to our -----Ten or More----- Dollars  
full satisfaction by Town of Essex, a municipal corporation

organized and existing under the laws of the State of Vermont,

of Essex in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

Town of Essex

certain piece of land in Essex and its successors  
County of Chittenden ~~Repeal~~ and assigns forever, a  
follows, viz: and State of Vermont, described as

Being a roadway parcel of land located on the extension southerly of the existing roadway known and designated as Essex Way in the Town of Essex. Said roadway is continued designated as Essex Way and being more particularly described as follows:

Commencing at a point of beginning marked by a concrete monument, said monument being situated in the easterly sideline of Essex Way and the westerly sideline of "The Inn as Essex" being 33.00 feet easterly of a point of centerline tangency (station 46+28.87);

Thence, proceeding on a Vermont Grid bearing of South 21-36'-11" East along the westerly sidelines of "The Inn at Essex", Parcel "D-2" and Lot #11 of Parcel "H" for a distance of 450.62 feet to a concrete monument marking the end of the curve;

Thence, proceeding southerly along said curve, along the westerly sideline of Lot #11, across the beginning of Lang Drive and in reverse order along the westerly sideline of Lots #10 through #3 of Parcel "H", said curve having a radius of 1113.07 feet and a length of 965.16 feet to a concrete monument marking the end of the curve;

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Thence, proceeding North 61-55'-15" West across the temporary end of Essex Way, for distance of 66.00 feet to a concrete monument marking the end of a tangent in the westerly sideline of Essex Way, said monument being 33.00 feet west of centerline (station 63+69.54);

Thence, proceeding North 28-04'-45" East along the easterly sideline of Parcel "G" for a distance of 353.50 feet to a concrete monument marking the end of a curve;

Thence, proceeding northerly on said curve along the easterly sideline of Parcel "G", said curve having a radius of 1047.07 feet and a length of 907.93 feet to a concrete monument marking the beginning of the curve;

Thence, proceeding North 21-36'-11" West along the easterly sideline of Parcel "G" for a distance of 450.62 feet to a concrete monument marking the end of a curve, said monument being 33 feet west of centerline (station 46+28.87);

Also included herein is a second 24 foot wide storm easement extending southwesterly 50 feet more or less from the westerly sideline of Essex Way, said storm drain is connected to a catch basin opposite center line (station 47 plus 50);

Thence, proceeding North 68-23'-49" East across Essex Way for a distance of 66.00 feet to a concrete monument marking the point of beginning.

Also included herein is a 20 foot wide storm easement extending southwesterly 100 feet more or less from the westerly sideline of Essex Way, said storm drain is connected to a catch basin opposite centerline (station 62+88);

The exact location of the storm drain easement conveyed herein shall be as shown on the Property Plat and determined upon the construction, erection and installation of a storm drain herein and said easement shall encompass 10 feet on each side of the centerline of said storm drain as constructed.

The lands and premises conveyed herein are that portion of a roadway extension known and designated as "Essex Way" which is shown and depicted on a plan of land entitled "Parcel H, a Residential Subdivision at the Lang Farm, Essex, Vermont - Property Plat", drawing #P1, prepared by Lamoureux Consulting Engineer and Land Surveyor on July 21, 1988, and recorded in Slide \_\_\_ of the Town of Essex land records.

The lands and premises conveyed herein are a portion of the lands and premises conveyed to John H. and Nancy R. [sic] Lang by Warranty Deed of John H. and Nancy R. [sic] Lang, undated, and recorded in Volume 153, Page 289, of the Town of Essex land records and a portion of the lands and premises conveyed to John H. and Nancy E. Lang by Warranty Deed of Marion A. Lyons dated October 9, 1984 and recorded in Volume 185, Page 338, of the Town of Essex land records.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231

—ACKNOWLEDGMENT—

Return Rec'd.—Tax Paid—Board of Health Cert. Rec'd.—  
Vt. Land Use & Development Plans Act Cert. Rec'd.

Return No. 4677464

Signed Ruth Lee Currier, Clerk

Date August 30, 1988

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

Town of Essex,  
and its successors

And we, the said Grantors, ~~their~~ and assigns, to their own use and behoof forever;

John H. Lang and Nancy E. Lang,

executors and administrators, do for ourselves and our heirs, covenant with the said Grantee

Town of Essex, and its successors

~~their~~ and assigns, that until the ensealing of these presents the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are free from every encumbrance;

Except as above stated. And we, the said grantors, John H. Lang and Nance E. Lang, do hereby engage to Warrant and Defend the same against all lawful claims whatever, except as stated above.

In Witness Whereof, we hereunto set our hand and seal this 29<sup>th</sup> day of August A. D. 1988

In Presence of

[Signature]  
Margaret Phillips

[Signature]  
John H. Lang

[Signature]  
Nancy E. Lang



State of Vermont, } ss. At Burlington this  
County } 29<sup>th</sup> day of August A. D. 1988

John H. Lang and Nance E. Lang

personally appeared, and they acknowledged this instrument, by them sealed and subscribed, (to be their free act and deed.

Before me [Signature]  
[Signature]

Essex, Vermont Town Clerk's Office, August 30, 1988 at 4 o'clock p.m., received for record the instrument of which the foregoing is a true record.

Attest: [Signature]  
Town Clerk



CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Cathy Jones, Town Clerk of the Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that the following described section of Class 3 Highway in the Town of Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL on 1 January, 1999.

DEBRA DRIVE

DESCRIPTION OF RIGHT-OF-WAY: Beginning from the intersection with Sydney Drive on the west side (Sta. 10+15) to the intersection with Sydney Drive on the east side (Sta. 17+29), a distance of 714 feet (0.14 miles).

Book 345 Page 488

Map Slide 299

and as shown on a Highway Map of the Town of Essex dated 1 January, 1999, and filed in Highway Book #5 of the Records of the Town of Essex by the Town Clerk of said Town incorporated herein by reference and attested to on said map by said Town Clerk.

Dated at Essex, County of Chittenden and State of Vermont, this 1<sup>st</sup> day of February, A.D., 1999.

Walter J. Myers  
Ronald Donahue  
Ally

Selectboard

\*\*\*\*\*

Essex, VERMONT

February, 1999.

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED FOR PUBLIC TRAVEL, RECORDED IN Highway Book #5 OF THE Town RECORDS OF THE Town OF Essex ON THE 3<sup>rd</sup> DAY OF February, 1999, AT 9 O'CLOCK, A.M.

ATTEST: Catherine Jones

Town CLERK OF Essex, VERMONT

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, JOHN H. LANG and NANCY E. LANG, individually and as Trustees for the John H. Lang Revocable Trust and the Nancy E. Lang Revocable Trust created by Trust Agreements dated January 20, 1992, each of said Trusts holding a one-half ( $\frac{1}{2}$ ) interest in the herein described parcel as tenants in common, of Summerland Key, in the County of Monroe and State of Florida, Grantors, in the consideration of TEN and MORE DOLLARS paid to our full satisfaction by Town of Essex, a Vermont municipal corporation, in the County of Chittenden, and State of Vermont, Grantee, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee, Town of Essex and its successors and assigns forever, a certain piece of land in the Town Essex, in the County of Chittenden and State of Vermont, described as follows, viz:

Being three roads, respectively named Sydney Drive, Bashaw Drive, and Debra Drive and being more particularly described in metes and bounds on

Attachment A

affixed hereto and incorporated herein by reference, together with easements for water, sewer, and drainage, all as more particularly shown on a plan entitled "Parcel I, A Residential Subdivision at the Lang Farm, Essex, Vermont, Property Plat North and South" (hereinafter referred to collectively as the "Plan" or "Plans"), which Plans were prepared by Lamoureux, Stone & O'Leary Consulting Engineers, Inc., dated February 15, 1994, and respectively last revised on May 12, 1994 and February 22, 1995, of record at Slide 299 and 298 of the Town of Essex Land Records.

Being a portion of the lands and premises conveyed to the Grantors herein by the following deeds: 1) A Warranty Deed of John H. Lang and Nancy R. Lang, as tenants by the entirety, which deed was recorded on April 16, 1980, in Volume 153, Pages 289-291 of the Town of Essex Land Records; 2) A Warranty

Deed of John Kenneth Lang which deed is dated February 9, 1973, and recorded in Volume 108, Pages 319-321 of the Town of Essex Land Records; 3) A Warranty Deed of John Kenneth Lang which deed is dated February 9, 1973, and recorded in Volume 108, Pages 316-318 of the Town of Essex Land Records; and 4) A Quitclaim Deed of Philip A. Kolvoord which deed is dated July 18, 1959, and recorded in Volume 62, Page 299 of the Town of Essex Land Records.

Said property was also conveyed to John H. Lang and Nancy E. Lang as Trustees for the John H. Lang Revocable Trust and the Nancy E. Lang Revocable Trust by Quitclaim Deed dated May 21, 1992, and recorded on August 18, 1992, in Book 285, Pages 219-221 of the Essex Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, Town of Essex, and its successors, and assigns, to its own use and behoof forever; and We the said Grantors, JOHN H. LANG and NANCY E. LANG, Trustees, for ourselves and our heirs, executors and administrators, do covenant with said Grantee, Town of Essex, and its successors, and assigns, that until the ensealing of these presents We are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that it is free from every encumbrance; except as stated above; and We hereby engage to warrant and defend the same against all lawful claims whatever, except as above stated.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 8th day of June, 1995.

IN PRESENCE OF:



### WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, That **THE WOODLANDS II LIMITED PARTNERSHIP**, a Vermont limited partnership, with a place of business in the Town of Essex, County of Chittenden and State of Vermont ("Grantor"), in consideration of the sum of Ten and More Dollars, paid to its full satisfaction by **THE TOWN OF ESSEX**, a Vermont municipal corporation, in the County of Chittenden and State of Vermont ("Grantee"), by these presents, does freely **GIVE, GRANT, SELL, CONVEY and CONFIRM** unto the said Grantee, **THE TOWN OF ESSEX**, and its successors and assigns forever, certain strips or parcels of land in the Town of Essex, County of Chittenden and State of Vermont (hereinafter the "Premises") described as follows, viz:

Being the land lying within and under three roads, respectively named Sydney Drive, Bashaw Drive, and Debra Drive, as said roads are depicted and more particularly described in metes and bounds on Attachment "A" affixed hereto and incorporated herein by reference. Together with easements for water, sewer and drainage, all as more particularly shown on a plan entitled "Parcel I, A Residential Subdivision at the Lang Farm, Essex, Vermont, Property Plat North and South" (hereinafter referred to collectively as the "Plan" or "Plans"), which Plans were prepared by Lamoureux, Stone and O'Leary Consulting Engineers, Inc., dated February 15, 1994, and respectively last revised on May 12, 1994 and February 22, 1995, of record at Slide 299 of the Town of Land Records.

Being a portion of the lands and premises conveyed to the within Grantor by Warranty Deed of John H. Lang and Nancy E. Lang, individually and as Trustees for the John H. Lang Revocable Trust and the Nancy E. Lang Revocable Trust, dated October 6, 1995, and recorded in Volume 343 at Pages 345-352 of the Essex Town Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.

The Merchants Bank executes this Warranty Deed for the sole purpose of releasing the hereinabove described property from the lien of its mortgage deed from The Woodlands II Limited Partnership, dated November 11, 1995 and of record in Volume 343 at Pages 354-358 of the Essex Town Land Records; said mortgage deed to otherwise remain in full force and effect.

John H. Lang and Nancy E. Lang, individually and as Trustees, execute this Warranty Deed for the sole purpose of releasing the hereinabove described property from the lien of its mortgage deed from The Woodlands II Limited Partnership, dated November 11, 1995, and as of record in Volume 343 at Pages 359-362 of the Essex Town Land Records; said mortgage deed to otherwise remain in full force and effect.

**TO HAVE AND TO HOLD** the said granted Premises, with all the privileges and appurtenances thereto, to the said Grantee, **THE TOWN OF ESSEX**, and its successors and assigns, to its own use and behoof forever; and the said Grantor, for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents, the Grantor is the sole owners of the Premises, and has good right and title to convey the same in the manner aforesaid, that the said Premises are free from every encumbrance, except as aforementioned; and **THE WOODLANDS II LIMITED PARTNERSHIP** hereby engages to **WARRANT and DEFEND** the same against all lawful claims whatever, except as aforementioned.

## ATTACHMENT A

## SYDNEY DRIVE

Being a roadway parcel of land located on the extension southerly of the existing roadway known and designated as Essex Way in the Town of Essex. Said roadway is shown on plans entitled "Parcel I, a Residential Subdivision at the Lang Farm, Essex, Vermont; Property Plat, North and South", by Lamoureux, Stone & O'Leary, Consulting Engineers Inc., last revised 2/22/95. Said roadway is designated as Sydney Drive and being more particularly described as follows:

Beginning at a point marked by a concrete monument, said monument being situated in the westerly sideline of Essex Way and being 33.00 feet westerly of a point on the centerline of Essex Way (station 63+69.54);

Thence, proceeding South  $61^{\circ}55'15''$  East along the end of Essex Way and the beginning of Sydney Drive, for a distance of 66.00 feet to a concrete monument;

Thence, proceeding southwesterly along a nontangential curve to the right, said curve having a radius of 11104.32 feet, a length of 103.53 feet and a chord bearing of South  $28^{\circ}21'35''$  West to a point, said point being marked by a concrete monument;

Thence, proceeding South  $55^{\circ}38'46''$  East for a distance of 6.01 feet to a point, said point being marked by an iron pipe, and marking the northwest corner of lands of the Town of Essex;

Thence, proceeding South  $29^{\circ}01'58''$  West along the westerly boundary of lands of the Town of Essex a distance of 495.20 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $55^{\circ}43'13''$  East a distance of 4.43 feet to a point, said point being marked by a concrete monument and being the northwest property corner of Lot #48;

Thence, proceeding South  $29^{\circ}59'08''$  West along the northerly boundaries of Lot #48, Bashaw Drive, Lot #49 and Lot #60, a distance of 595.89 feet to a point, said point being marked by a concrete monument, and Lot #61 594.93

Thence, proceeding southerly along a tangential curve to the left, said curve having a radius of 365.83 feet and a length of 269.90 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $12^{\circ}17'11''$  East a distance of 422.89 feet along the westerly property line of lots #62 and #71 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 170.00 feet and a length of 155.98 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $64^{\circ}-51'-19''$  East a distance of 51.37 feet along the Southerly property line of Lot #69 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 170.00 feet and a length of 264.72 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $25^{\circ}-55'-34''$  East a distance of 875.95 feet along the easterly property lines of Lots #68, #67, #66, #55, #54 and #43 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 590.00 feet and a length of 22.17 feet to a point, said point being marked by a concrete monument set in the easterly property line of Lot 43;

Thence, proceeding North  $28^{\circ}-04'-45''$  East a distance of 352.78 feet to a point marking the Southwest corner of a roadway Parcel known as Hagan Drive;

Thence, proceeding South  $61^{\circ}-54'-57''$  East a distance of 60.47 feet along the westerly sideline of Hagan Drive to a concrete monument marking the Northwest corner of Lot #41;

Thence, proceeding South  $28^{\circ}-04'-45''$  West a distance of 352.78 feet along the westerly property lines of Lots #41, #40, #39 and #38 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 530.00 feet and a length of 19.91 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $25^{\circ}-55'-34''$  West a distance of 875.95 feet along the Westerly property lines of Lots #38, #37, #36, #35, #34, #33, #32, #31, #30 and #29 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 230.00 feet and a length of 358.16 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $64^{\circ}-51'-19''$  West a distance of 51.37 feet to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 230.00 feet and a length of 211.02 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $12^{\circ}-17'-11''$  West a distance of 422.89 feet along the Easterly property lines of lots #22, #21, #20, #19 and #18 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve the right, said curve having a radius of 425.83 feet and a length of 304.73 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $28^{\circ}-41'-54''$  East a distance of 1083.10 feet along the Easterly property lines of Lots #15, #14, #13, #12, #11, #10, #9, #8, #7, #6, #5 and #4 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 11038.32 feet and a length of 119.28 feet, to the point of beginning.

## BASHAW DRIVE

Being a roadway parcel of land located southwest of existing roadway known as Repa Drive and bounded to the North and South by a roadway parcel of land known as Sydney Drive in the Town of Essex. Said roadway is shown on a plan entitled "Parcel I, a Residential Subdivision at the Lang Farm, Essex, Vermont; Property Plat, South" by Lamoureux, Stone & O'Leary, Consulting Engineers Inc., last revised 2/22/95. Said roadway is designated as Bashaw Drive and being more particularly described as follows:

Beginning at a point marked by a concrete monument, said point being located in the easterly sideline of Sydney Drive and marking the southwest corner of Lot #48;

Thence, proceeding South  $61^{\circ}-13'-35''$  East a distance of 173.89 feet along the Southwesterly property line of lots #48 and #47 of Parcel "I" to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 230.00 feet and a length of 20.74 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $56^{\circ}-03'32''$  East a distance of 354.61 feet along the southwesterly line of Lots #47, #46, #45 and #44 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 170.00 feet and a length of 23.78 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $64^{\circ}-04'-26''$  East a distance of 98.03 feet to a point, said point being marked by a concrete monument and being at the westerly sideline of Sydney Drive;

Thence, proceeding South  $25^{\circ}-55'-34''$  West a distance of 60.00 feet along the westerly sideline of Sydney Drive to a point, said point being marked by a concrete monument;

Thence, proceeding North  $64^{\circ}-04'-26''$  West a distance of 98.03 feet to a point, said point being marked by concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 230.00 feet and a length of 32.18 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $56^{\circ}-03'-32''$  West a distance of 354.62 feet along the northeast property lines of Lots #53, #52, #51 and #50 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 170.00 feet and a length of 15.33 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $61^{\circ}-13'-35''$  West a distance of 175.17 feet along the northeasterly property lines of Lots #50 and #49 to a point, said point being marked by a concrete monument and being in the easterly sideline of Sydney Drive;

Thence, proceeding North  $29^{\circ}-59'-08''$  East a distance of 60.01 feet to the point of beginning.

## DEBRA DRIVE

Being a roadway parcel of land located to the South of a roadway parcel of land known as Bashaw Drive and bounded to the East and West by a roadway parcel of land known as Sydney Drive in the Town of Essex. Said roadway is shown on a plan entitled "Parcel I, a Residential Subdivision at the Lang Farm, Essex, Vermont; Property Plat, South" by Lamoureux, Stone & O'Leary, Consulting Engineers Inc., last revised 5/12/94. Said roadway is designated as Debra Drive and being more particularly described as follows:

Beginning at a point, said point being marked by a concrete monument and being situated in the easterly sideline of Sydney Drive;

Thence, proceeding South  $81^{\circ}-40'-38''$  East a distance of 48.65 feet to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the right, said curve having a radius of 230.00 feet and a length of 102.84 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $56^{\circ}-03'-32''$  East a distance of 419.07 feet along the Southerly property lines of lots #61, #59, #58, #57 and #56 to a point, said point being marked by a concrete monument ;

Thence, proceeding along a tangential curve to the left, said curve having a radius of 170.00 feet and a length of 23.78 feet to a point, said point being marked by a concrete monument;

Thence, proceeding South  $64^{\circ}-04'-26''$  East a distance of 98.03 feet to a point, said point being marked by a concrete monument and being in the westerly sideline of Sydney Drive;

Thence, proceeding South  $25^{\circ}-55'-34''$  West a distance of 60.00 feet along the westerly sideline of Sydney Drive to a point, said point being marked by a concrete monument ;

Thence, proceeding North  $64^{\circ}-04'-26''$  West a distance of 98.03 feet along the Northerly property line of lot #66 to a point, said point being marked by a concrete monument ;

Thence, proceeding along a tangential curve to the right along the northerly line of Lot #66, said curve having a radius of 230.00 feet and a length of 32.17 feet, to a point, said point being marked by a concrete monument;

Thence, proceeding North  $56^{\circ}-03'-32''$  West a distance of 419.06 feet along the northerly property lines of Lots #66, #65, #64, #63 and #62 to a point, said point being marked by a concrete monument;

Thence, proceeding along a tangential curve to the left along the northerly line of Lot #62, said curve having a radius of 170.00 feet and a length of 76.01 feet to a point, said point being marked by a concrete monument;

Thence, proceeding North  $81^{\circ}-40'-38''$  West a distance of 47.94 feet to a point in the easterly sideline of the roadway known as Sydney Drive said point being marked by a concrete monument;

Thence, proceeding along a nontangential curve to the right, said curve having a radius of 365.83 feet, a length of 60.07 feet and a chord bearing of  $N 07^{\circ}-38'-36'' E$  along the Easterly sideline of Sydney Drive to the point of beginning.

IN WITNESS WHEREOF, The Woodlands II Limited Partnership hereunto sets its hand and seal this 5<sup>th</sup> day of January, 1996.

IN PRESENCE OF:

**THE WOODLANDS II LIMITED PARTNERSHIP**

By: **The Champlain Land Company, Inc.**  
**General Partner**

*Saturna P. Corning*  
Witness as to Mark O. Lords

*Mark O. Lords*  
Mark O. Lords, Duly Authorized Agent

**THE MERCHANTS BANK**

*Arnold J. Steer*  
Witness to the Merchants Bank signatory

By: *Walter Greiner*  
Duly Authorized Agent

*April L. DeFarge*  
Witness to Richard C. Whittlesey

*Richard C. Whittlesey*  
Richard C. Whittlesey, Attorney-in-Fact for  
John H. Lang, Individually and as Trustee of the  
John H. Lang Revocable Trust

*Richard C. Whittlesey*  
Richard C. Whittlesey, Attorney-in-Fact for  
Nancy E. Lang, Individually and as Trustee of  
the Nancy E. Lang Revocable Trust

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Essex in said County and State this 5<sup>th</sup> day of January, 1996, personally appeared **MARK O. LORDS**, Duly Authorized agent of **The Champlain Land Company, Inc.**, General Partner of **THE WOODLANDS II LIMITED PARTNERSHIP**, signer and sealer of the foregoing instrument and he acknowledged the same to be his free act and deed and the free act and deed of **The Champlain Land Company, Inc.** and **THE WOODLANDS II LIMITED PARTNERSHIP**.

Before me, *Saturna P. Corning*  
Notary Public

Notary commission issued in CHITTENDEN County  
My commission expires: 2/10/99

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At BURLINGTON, in said County and State, this 5<sup>th</sup> day of January, 1996, personally appeared WALTER S. GROINER, Duly Authorized Agent of **THE MERCHANTS BANK**, and he/she acknowledged this instrument, by him/her signed, to be his/her free act and deed and the free act and deed of **THE MERCHANTS BANK**.

Before me, *Janella D. Steere*  
Notary Public

Notary commission issued in Chittenden County  
My commission expires: 2/10/99

STATE OF VERMONT  
CHITTENDEN COUNTY, S.S.

At Burlington, in said County and State this 3<sup>rd</sup> day of January, 1996, personally appeared **RICHARD C. WHITTLESEY**, attorney-in-fact for **JOHN H. LANG** and **NANCY E. LANG**, Individually and as Trustees, and he acknowledged this instrument by him signed, to be his free act and deed and the free act and deed of **JOHN H. LANG** and **NANCY E. LANG**.

Before me, *April F. Sefarge*  
Notary Public

Notary commission issued in Chittenden County  
My commission expires: 2/10/99

ACKNOWLEDGEMENT

Return Received (including Certificates and, if Required, Act 250 Disclosure Statement) and Tax Paid. 96-17

Signed *Ladine C. Orsdel* Clerk *asst.*

Date *January 8 1996*

Essex, Vermont, Town Clerk's Office  
*January 8*, 19*96* at  
*2* o'clock *35* minutes *P* M  
Received for record and recorded in  
book *345* on page *488-495* of  
*two* records  
Attest: *Ladine C. Orsdel*  
Town Clerk *asst.*

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Links at Lang Farm
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-1371
4. Current Permit Status: (Issued, Expired, Title 3) Expired

5. Narrative Describing the Stormwater System:  
Stormwater from the clubhouse, associated parking and roadway, is conveyed via grassed swales to a vegetated wetland prior to discharge to an unnamed tributary of Indian Brook

6. Current Compliance Status:
- Compliant with previously issued state permit
- Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
- Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
- Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_

7. Plans (for expired permits, list plan numbers and attach):

Lamoureux & Dickinson Consulting Engineers, Inc.  
site plans & details (sheets 1, 2, & 4) - 1999

8. Proof of Legal Responsibility (list and attach):

SW Agreement between the town and Links at Lang Farm

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

**DISCHARGE PERMIT**

In compliance with provisions of 10 V.S.A. 1263 and 10 V.S.A. 1264 and in accordance with "Terms and Conditions" hereinafter specified.

Links @ Lang Farm, LLC  
c/o Steve Kolvoord  
6278 N Federal Highway #460  
Ft Lauderdale, FL 33308

The above named permittee is hereby granted permission to discharge stormwater runoff from the Links @ Lang Farm golf course project at Essex Way in Essex, Vermont to an unnamed tributary of Indian Brook.

1. Expiration Date: June 30, 2004. Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent, or treatment standards or the classification of the receiving waters. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. 1263.  
  
Reapply for a discharge permit by December 31, 2003.
2. Revocation: 10 V.S.A. 1267 provides as follows:  
  
"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
3. Operating Fees: This discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with procedures provided by the Secretary.
4. Transfer of Permit: This permit is not transferable without prior written approval of the Secretary. All application and operating fees must be paid in full prior to transfer of this permit. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall provide a copy of this permit to the new owner or tenant and inform him of the responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.
5. Right of Entry: The permittee shall allow the Secretary, and other Agency personnel, upon presentation of proper credentials, to enter the permittee's premises where the effluent sources authorized by this permit are located, and at reasonable times to have access to and copy any

records required to be kept under the terms and conditions of this permit, to inspect any collection or treatment device, and to sample any discharge of pollutants.

6. Receiving Waters: Unnamed tributary of Indian Brook

7. Manner of Discharge:

S/N 001: Stormwater from the clubhouse, associated parking and roadway is conveyed via grassed swales to a vegetated wetland prior to discharge to the unnamed tributary of Indian Brook. (Prior to the swale stormwater from the roadway and clubhouse is collected in a series of catch basins.) (Note: The swale which discharges to the wetland is designed as a shallow basin to control runoff to pre-development levels and to minimize the possibility of channeling into the wetland.)

8. Wastes Permitted: S/N 001: Stormwater runoff from the clubhouse, associated parking, and roadway after treatment by overland flow through vegetated terrain or grassed swales.

9. Volumes Permitted and Frequency of Discharge: Such volumes and frequency as required by the discharge specified in #7 above.

10. Approved Project Design: This project shall be constructed and operated in accordance with the Lamoureux & Dickinson Consulting Engineers, Inc. site plans and details (Sheets 1,2, and 4, dated 4/2/99, revised 7/19/99 and supporting information).

By reference, the above noted plans are made a part of this permit.

11. Maintenance and Maintenance Reporting Requirements:

All stormwater conveyance and treatment devices including stormwater ponds, grass and stone lined swales, and vegetated buffer strips shall be properly maintained. Stormwater management devices shall be inspected at least semiannually and shall be cleaned and maintained as necessary. Any instances of erosion shall be corrected promptly.

No later than **September 30** of each year the permittee shall submit a written report to the Department of Environmental Conservation, Wastewater Management Division, 103 South Main Street, Waterbury, Vermont 05671-0405, summarizing the condition of stormwater management devices at the site and the nature and dates of all cleaning and maintenance operations carried out in the past year.

12. Personnel and Training Requirements: Such personnel and training as necessary to fulfill the requirements of #11 above.

13. Monitoring and Reporting Requirement: No monitoring required; reporting requirement as specified in #11 above.

14. Other Requirements:

- a. Treated stormwater runoff is the only waste authorized for disposal under the terms and conditions of this permit. The discharge of any hazardous materials or hazardous waste into the stormwater management system is prohibited.

- b. The issuance of this permit does not relieve the permittee from obtaining coverage under General Permit 3-9001, if applicable.

15. Issue Date of Permit:

Canute E. Dalmasse, Commissioner  
Department of Environmental Conservation

By  
Marilyn J. Davis, Director  
Wastewater Management Division

TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-1371 previously issued to Links @ Lang Farm.

Signed:

Address:

Telephone:

Permit #1-1371

September 1, 2016

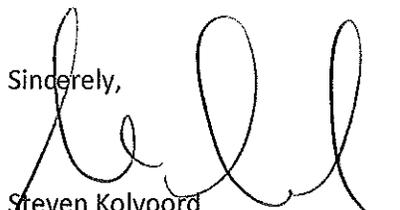
Annie Costandi E.I.  
Storm water Coordinator  
Town of Essex  
81 Main Street  
Essex Junction, VT 05452

RE: Letter dated 8/18/2016 referencing expired storm water permit # 1-1371

Dear Ms. Constandi

I appreciated the opportunity to discuss the above referenced letter on August 31<sup>st</sup> . As I stated in that discussion we will enter into the agreement with the town, over our expired Storm water permit. Please get back to me with the official agreement that you spoke about, during our meeting. I can be reached at 802-734-6145. I will be out of town next week returning on September 12<sup>th</sup>. Look forward to hearing back from you.

Sincerely,



Steven Kolvoord  
Manager, Links at Lang Farm LLC

TYPE 2 STORM WATER SYSTEM AGREEMENT  
For Expired Stormwater Permit No. 1-1371

This STORM WATER SYSTEM AGREEMENT ("Agreement") is made this 26<sup>TH</sup> day of SEPTEMBER 2016 by and between the [Town of Essex], a Vermont municipal corporation with a principal place of business at [81 Main Street], Essex, Vermont 05452 (the ["Town"]), and Steve Kolvoord, owner of Links at Lang Farm with a principal place of business at 51 Upper Main Street, Essex Junction, VT 05452 ("Permittee"). The [Town] and Permittee are sometimes each referred to in this Agreement as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements under section 10.20.094.B necessary for the [Town] to accept storm water permit responsibility for an expired Type 2 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee has identified that it is in their best interests to have the [Town] accept storm water permit responsibility by entering into this Agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of an expired storm water permit;

WHEREAS, the [Town] may in its sole discretion, if determined by the legislative body to be in its best interests, accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date; and

WHEREAS, the [Town] inspected and certified that the Type 2 storm water system, including but not limited to catch basins, storm pipes and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE  
[TOWN] OBLIGATIONS

The [Town] agrees to accept shared permit responsibility for expired storm water system permits as follows and also shall:

1. Conduct future inspections that occur after the initial certification inspection of Type 2 storm water systems at no charge to the Permittee.
2. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 2 storm water system and report findings to the State and the Permittee.
3. Inspect and prepare an annual structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
4. At the request of Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
5. Make best efforts to minimize the impact on the Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee shall:

1. Maintain, repair, replace and upgrade as necessary all storm water infrastructure covered under the Type 2 storm water system permit.
2. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump, or enter into an agreement with the Town to perform the services for a fee.

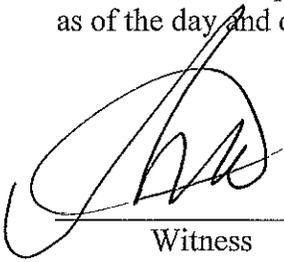
3. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, and fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.
4. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six months of discovery, reimburse the [Town] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair.
5. Indemnify, defend and hold harmless the [Town] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town], its agents or contractors.

### SECTION THREE MISCELLANEOUS

1. The Permittee is not identified under the FRP to make storm water improvements at this time. This does not, however, exempt the Permittee from compliance with future requirements under the FRP or State environmental regulations.
2. It is anticipated that permit fees associated with the inclusion of the expired permits under the Town's MS4 permit will be the responsibility of the Town. However, any payments required under this Agreement necessitated by a change in permit or costs to be reimbursed to the Town shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on property of the Party failing to make payment, and shall be collectible in the same fashion as unpaid property taxes.

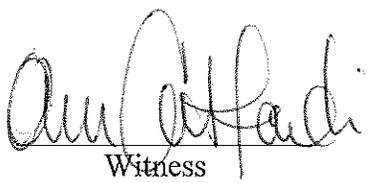
4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

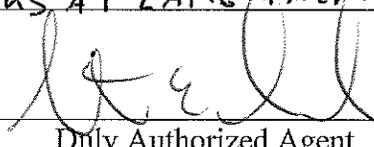
**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

  
 \_\_\_\_\_  
 Witness

[TOWN OF ESSEX], VERMONT

BY:   
 \_\_\_\_\_  
 Duly Authorized Agent

  
 \_\_\_\_\_  
 Witness

LINKS AT LAKE FARM LLC  
 BY:  member  
 \_\_\_\_\_  
 Duly Authorized Agent  
 LINKS AT LAKE FARM LLC

STATE OF VERMONT            )  
   )  
 COUNTY OF CHITTENDEN    )        SS.

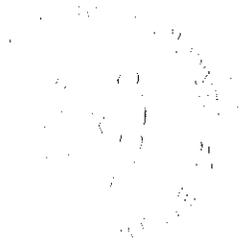
At Essex in said County this 26<sup>th</sup> day of September, A.D., 2016, personally appeared Steve Kolvoord duly authorized officer of Links at Lake Farm LLC and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the [Town of Essex].

Before me,

Christine Stoddard

Notary Public

My Commission Expires: 2-10-19





## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: The Commons at Essex Way
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-1381
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Stormwater runoff from the roads and associated lot development collected in a catch basin system to either an extended detention basin or to a constructed wetland, both discharging via a controlled outlet structure to a rip-rap energy dissipation pad.
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Lamourey and Dickison Consulting Engineers, Inc. plan sheets 1-7, 10, 11, 12 dated 6/18/99
8. Proof of Legal Responsibility (list and attach):  
Deed for the Commons & Stannard Drive SW Agreement between the Town and the Commons Homeowners Association.

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DISCHARGE PERMIT  
STORMWATER RUNOFF TO WATERS OF THE STATE

In compliance with provisions of 10 V.S.A. 1263 and 10 V.S.A. 1264

Retrovest Associates, Inc.  
70 South Winooski Ave  
Burlington, VT 05401

and in accordance with "Terms and Conditions" hereinafter specified, the above named permittee is hereby granted permission to discharge treated and controlled stormwater runoff from the roadways, parking, and roofs from "The Commons at Essex Way", Essex Way, Essex, VT to an unnamed tributaries of Indian Brook.

1. **Expiration Date: September 30, 2004.** Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent, or treatment standards of the classification of the receiving waters, including groundwater. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. 1263.

Re-apply for a discharge permit by March 31, 2004.

2. **Revocation:** 10 V.S.A. 1267 provides as follows:  
"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
3. **Operating Fees:** This discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with procedures provided by the Secretary.
4. **Transfer of Permit:** This permit is not transferable without prior written approval of the Secretary. All application and operating fees shall be paid in full prior to transfer of this permit. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall provide a copy of this permit to the new owner or tenant and shall inform the new owner or tenant of his responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.
5. **Right of Entry :** The permittee shall allow the Secretary or their authorized representative, upon presentation of credentials, to enter the permittee's premises where the effluent sources authorized by this permit are located and at reasonable times to have access to copy any records required to be kept under the terms and conditions of this permit, and to inspect any treatment device, monitoring equipment, or monitoring method required in this permit, and to sample any discharge of pollutants.
6. **Receiving Waters:** Unnamed tributaries of Indian Brook

**Permit #1-1381**7. Manner of Discharge:

S/N 001: Stormwater runoff from the north portion of Road and northeast portion of Road B and the associated lot development (buildings and parking), collected in a catchbasin system to an extended detention basin, then discharging via a controlled outlet structure to a rip-rap energy dissipation pad to an unnamed tributary of Indian Brook.

S/N 002: Stormwater runoff from the remaining portions of Road A and Road B and the associated lot development (buildings and parking), collected in a catchbasin system to a constructed wetland, discharging via a controlled outlet structure to a rip-rap energy dissipation pad then flowing overland to an unnamed tributary of Indian Brook.

8. Wastes Permitted:

Stormwater runoff from the buildings, roadways, and parking areas after treatment and control via an extended detention basin and a constructed wetland.

9. Volumes Permitted and Frequency of Discharge: Such volumes and frequency as required by the discharges specified in No. 7 above10. Approved Project Design: Treatment as specified in No. 8. above. The project shall be constructed and operated in accordance with the Lamoureux & Dickinson Consulting Engineers, Inc. plan sheets specified below, and supporting information:

Plan Sheets 1 through 7, 10, 11, 12 dated 6-18-99

Via reference the above noted plans are made a part of this permit.

11. Maintenance and Maintenance Reporting Requirements:

- a. All basins, swales, and related stormwater devices shall be maintained in good operating order at all times and **shall be inspected biannually and shall be cleaned as necessary to maintain design specifications.**
- b. Any sediment removed from the swales, or the detention basin shall be disposed of properly and not within 100 feet of Waters of the State.
- c. By **SEPTEMBER 30 OF EACH YEAR** a written report shall be submitted to the Department of Environmental Conservation, 103 South Main Street, Waterbury, VT 05671-0405. This report shall include, as a minimum:
  - i. the dates and details of cleaning and maintenance operations carried out in the preceding year.
  - ii. a narrative summarizing the results of any inspections conducted in the preceding year and highlighting stormwater related problems encountered during the preceding year.
- d. If these discharges, or the conveyance of stormwater within the stormwater treatment and control system results in or significantly contributes to erosion, then the permittee shall immediately correct any such problems.
- e. Any basins, swales or related stormwater devices used during construction for erosion control shall be inspected and cleaned to design specifications immediately after construction has been completed.

**Permit #1-1381**

- 12. Personnel and Training Requirements: Such personnel and training as necessary to fulfill the requirements of #11 above.
- 13. Monitoring and reporting Requirement: No monitoring required; reporting requirement as specified in #11 above.
- 14. Other Requirements:
  - a. Treated stormwater runoff is the only waste authorized for disposal under the terms and conditions of this permit. The discharge for any hazardous materials or hazardous waste into the stormwater management system is prohibited.
  - b. The issuance of this permit does not relieve the permittee from obtaining coverage under General Permit 3-9001, if applicable.
  - c. This permit hereby supercedes Discharge Permit No. 1-0883, issued November 20, 1989.

14. Issue Date of Permit: \_\_\_\_\_  
 AGENCY OF NATURAL RESOURCES  
 Canute E. Dalmasse, Commissioner  
 Department of Environmental Conservation

By \_\_\_\_\_  
 Marilyn J. Davis, Director  
 Wastewater Management Division

TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-1381, previously issued to Retrovest Associates, Inc..

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

TYPE 3 STORM WATER SYSTEM AGREEMENT  
For Expired Stormwater Permit No. 1-1381

This STORM WATER SYSTEM AGREEMENT (“Agreement”) is made this 14<sup>th</sup> day of September 2016 by and between the [Town of Essex], a Vermont municipal corporation with a principal place of business at [81 Main Street], Essex, Vermont 05452 (the [“Town”]), and The Commons Homeowners Association with a principal place of business at The Commons at Essex Way, Essex Junction, VT 05452 (“Permittee”). The Town and Permittee are sometimes each referred to in this Agreement as a “Party” or collectively as the “Parties.” (**NOTE: *May be multiple parties to sign***)

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements in section 10.20.094.C necessary for the [Town] to accept shared storm water permit responsibility for an expired Type 3 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee (**NOTE: *May be multiple parties***) has identified that it is in their best interests to have the [Town] accept storm water permit responsibility by entering into this agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of a valid or expired storm water permit and shared responsibility on storm water systems consisting of both public and non-public infrastructure;

WHEREAS, the [Town] may in its sole discretion, if determined by its legislative body to be in the [Town’s] best interests, accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date; and

WHEREAS, the [Town] inspected and certified that the Type 3 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE.  
[TOWN] OBLIGATIONS

The Town agrees to accept shared permit responsibility. The breakdown for responsibility is as follows as noted in the expired permit no. 1-1381:

- The Commons Homeowner's Association shall have maintenance responsibilities of catch basins 1105, 1117, 1399, and 1400; the stormwater pipe connecting from catch basin 1105 to catch basin 1104, the stormwater pipe connecting from catch basin 1117 to catch basin 1097; the stormwater pipes connecting from catch basin 1102 to catch basin 1400 and from catch basin 1400 to catch basin 1399.
- The Town shall have full control and maintenance responsibilities of catch basins 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1106, 1107, and 1108; stormwater manholes 20, 21, 22, 23, and 24; outfalls 130, 131, 140; the stormwater pipes connecting these structures except those that are the responsibility of the Homeowner's Association; and the stormwater ponds. The [Town] also shall:
  1. Conduct future inspections that occur after the initial certification inspection of Type 3 storm water systems at no charge to the Permittee.
  2. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 3 storm water system and report findings to the State and the Permittee.
  3. Inspect and prepare a structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
  4. At the request of Permittee, arrange for cleaning of non-public catch basins, and to bill such cleaning costs to the Permittee.
  5. Make best efforts to minimize the impact on any Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee (*NOTE: May be multiple parties*) shall:

1. Maintain, repair, replace and upgrade as necessary all non-public storm water infrastructure and to share responsibility for portions of shared storm water systems covered under the Type 3 storm water system permit according to the breakdown of responsibility as noted above.
2. Clean out all private catch basins whenever the depth of deposited material exceeds 50% of the depth of the catch basin sump on non-public private storm water infrastructure or enter into an agreement with the [Town] to perform such services for a fee.
3. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, and fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.
4. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six (months) of discovery, reimburse the [Town] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair; and share in such costs on shared elements of the storm water system according to the percentages identified above.
5. To indemnify, defend and hold harmless the [Town] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town], its agents or contractors.

SECTION THREE  
MISCELLANEOUS

1. The Permittee is not identified under the FRP to make on-site storm water improvements at this time. This does not, however, exempt the Permittee from compliance with future requirements under the FRP or State environmental regulations.
  
2. It is anticipated that permit fees associated with inclusion of the expired permits under the Town's MS4 permit will be the responsibility of the Town. However, any payments required under this Agreement necessitated by a change in permit or costs to be reimbursed to the Town for work performed shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
  
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on property of the Party failing to make payment, and shall be collectible in the same fashion as unpaid property taxes.
  
4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
  
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
  
6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.



11

11

WARRANTY DEED

Phase I

KNOW ALL MEN BY THESE PRESENTS that **The Commons** at Essex Way, LLC, a limited liability company with principal place of business in the City of Burlington in the County of Chittenden and State of Vermont, (hereinafter referred to as "Grantor"), in the consideration of TEN AND MORE Dollars paid to Grantor's full satisfaction by The Town of Essex of Essex in the County of Chittenden and State of Vermont, (hereinafter referred to as "Grantee"), by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, and Grantee's successors, administrators and assigns forever, a certain piece of land in Essex in the County of Chittenden and State of Vermont, described as follows, viz:

A portion of "Road A", 50' in width and extending from the westerly sideline of Essex Way, in a westerly and southerly direction for a distance of approximately 613 feet, to a point on said "Road A" as shown on a plan recorded as Plat #352 and more fully described hereafter; meaning to convey 613 lineal feet of Road "A" which when completed will be accepted by the Grantee as a public road. In its entirety, Road "A" contains 58,772 square feet, more or less, and being all of the same land and premises identified as the "Road Lot", "Road A" on a Plan entitled "The Commons at Essex Way, Essex Way, Essex, Vermont, Parcel G-2, Property Plat" dated June 18, 1999, last revised on October 27, 1999, prepared by Lamoureux and Dickinson Consulting Engineers Inc. and recorded as Plat #352 of the Town of Essex Land Records. Said parcel of land is 50 feet in width and is to be used and maintained as a public road which serves a portion of The Commons at Essex Way Development.

Being a portion of the land and premises conveyed to The Commons at Essex Way, LLC by Warranty Deed from John H. Lang and Nancy E. Lang, Trustees for the John H. Lang Revocable Trust and John H. Lang and Nancy E. Lang, Trustees for the Nancy E. Lang Revocable Trust dated December 22, 1999 and recorded in Volume 422, Pages 467-471 of the Town of Essex Land Records.

This deed shall also act as a bill of sale and does hereby convey the water lines, sewer lines, storm water lines, fire hydrants and other appurtenances thereto within and below the boundaries of the parcel described herein

Reference is hereby made to the above mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, and Grantee's successors, administrators and assigns, to their own use and behoof forever; And the said Grantor, for Grantor and Grantor's successors, executors and administrators does covenant with the said Grantee, and Grantee's successors, administrators and assigns, that until the ensealing of these presents Grantor is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid; that said Premises are FREE FROM EVERY ENCUMBRANCE, except as aforesaid; and Grantor does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, a duly authorized agent of Grantor does hereby execute this instrument for Grantor this 7<sup>th</sup> day of February, 2000.

In Presence Of:

THE COMMONS AT ESSEX WAY, LLC

Michelle Ballard  
Witness  
Michelle Ballard  
Print Name

By:

[Signature]  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, in said County, this 7<sup>th</sup> day of February, 2000, personally appeared David Schuer, duly authorized agent of The Commons at Essex Way, LLC, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of The Commons at Essex Way, LLC.

Before me, [Signature]  
Notary Public  
Print Name, Kathleen A. Willingham  
My commission expires, 2/10/03

OFFER OF IRREVOCABLE DEDICATION

Offer made this 31<sup>st</sup> day of January, 2000 by The Commons at Essex Way, LLC, with its office and principal place of business in the City of Burlington, County of Chittenden and State of Vermont, (the "Owner") to the Town of Essex, a Vermont municipality located in the County of Chittenden and State of Vermont (the "Town").

WITNESSETH:

WHEREAS, the Town of Essex Planning Commission, by decision dated October 28, 1999, granted final approval of The Commons at Essex Way, a residential development containing thirty-five (35) housing units, to be developed in multiple phases, and

WHEREAS, the final approval obligates Owner to dedicate to the Town a certain road within the development identified as "Road A" on a Plat recorded in Slide #352 of the Town of Essex Land Records, said road to be constructed in segments, and offered in a series of deeds; and

WHEREAS, "Road A" is depicted on the aforementioned Plat recorded in Slide #352; and

WHEREAS, Road A is to be dedicated to the Town free and clear of all encumbrances pursuant to the final approval and as depicted on the aforementioned Plat; and

WHEREAS, the Owner has delivered two Warranty Deeds of conveyance to the Town for Phase 1 and Phase 2 portions of Road A.

NOW THEREFORE, in consideration of the Town of Essex Planning Commission final approval, and in further consideration of ONE AND MORE DOLLARS paid by the Town to the Owner, and for other good and valuable consideration, Owner hereby grants and conveys to the Town the following:

1. The Owner herewith delivers to the Town two Warranty Deeds, copies of which are set forth as Exhibit A attached hereto, said delivery being a formal offer of dedication to the Town, to be held by the Town until the acceptance or rejection of such offer of dedication by the Town.
2. The Owner agrees that said formal offer of dedication is irrevocable and can be accepted by the Town at any time.
3. Owner, its successors and assigns, shall construct the road in accordance with the final approval of the Town.

4. Owner agrees that maintenance of the improvements, including landscaping, shall be its responsibility prior to acceptance of ownership by the Town.

5. This irrevocable offer of dedication shall run with the land and be binding upon the Owner and its successors and assigns.

IN WITNESS WHEREOF the Owner hereby executes this offer as of the date first above written.

In Presence Of:

Michelle Ballard  
Witness  
Michelle Ballard  
Print Name

By: [Signature]  
THE COMMONS AT ESSEX WAY, LLC  
Its duly authorized agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County, this 31st day of January, 2000, personally appeared David Scheuer, duly authorized agent of The Commons at Essex Way, LLC, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of The Commons at Essex Way, LLC.

Before me, Kathleen A. Willingham  
Notary Public  
Print Name, Kathleen A. Willingham  
My Commission Expires, 2/10/03

Attachment:

- Exhibit A, Warranty Deed

P:\3264 12 Corp Offer of Irrevocable Dedication.doc

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: VT Systems, Inc.
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-1463
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Stormwater runoff from the office building is conveyed via a catch basin system to a dry well and to groundwater.
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Forcier Aldrich & Associates site plans and details
8. Proof of Legal Responsibility (list and attach):  
Expired SW agreement between town and VT Systems.

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

**DISCHARGE PERMIT**

STORMWATER RUNOFF INTO DRAINAGE WELLS

In compliance with provisions of 10 V.S.A. 1263 and in accordance with "Terms and Conditions" hereinafter specified,

Robert Willey Properties, Inc.  
12 Market Place  
Essex Junction, VT 05452

the above named permittee is hereby granted permission to discharge stormwater runoff from the VT Systems, Inc. office building to groundwater via a stormwater drainage well.

1. Expiration Date: **December 31, 2005**. Note: This permit, unless revoked, shall be valid until the designated expiration date despite any intervening change in water quality, effluent, or treatment standards or the classification of the receiving waters including groundwater. However, any such changed standard or classification shall be applied in determining whether or not to renew the permit pursuant to 10 V.S.A. 1263.

Reapply for a discharge permit by June 30, 2005.

2. Revocation: 10 V.S.A. 1267 provides as follows:

"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."

3. Operating Fees: This discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with procedures provided by the Secretary.
4. Transfer of Permit: This permit is not transferable without prior written approval of the Secretary. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall provide a copy of this permit to the new owner or tenant and inform him of the responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.
5. Right of Entry: The permittee shall allow the Secretary, and other Agency personnel, upon presentation of proper credentials, to enter the permittee's premises where the effluent sources authorized by this permit are located, and at reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit, to inspect any collection or treatment device, and to sample any discharge of pollutants.



6. Receiving Waters: Groundwater
7. Manner of Discharge:  
S/N 001: Stormwater runoff from the office building is conveyed via a catch basin system to a drywell and to groundwater.
8. Wastes Permitted: Stormwater runoff from the office building only.
9. Volumes Permitted and Frequency of Discharge: Such volumes and frequency as required by the discharge specified in #7 above.
10. Approved Project Design: This project shall be constructed and operated in accordance with the Forcier Aldrich & Associates site plans and details (Sheets C1 [undated] and C2 dated August 2000 and supporting information).

By reference, the above noted plans are made a part of this permit.

11. Maintenance and Maintenance Reporting Requirements:
  - a. The basins, swales, and related stormwater devices shall be maintained in good operating order at all times and **shall be inspected biannually and cleaned as necessary to maintain design specifications.**
  - b. Any sediment removed from the swales or basins shall be disposed of properly in accordance with state and federal statutes and regulations.
  - c. **By September 30 of each year the permittee shall submit a written report** to the Department of Environmental Conservation, Wastewater Management Division, 103 South Main Street, Waterbury, Vermont 05671-0405. This report shall include, as a minimum:
    - i. the dates and details of any cleaning and maintenance operations carried out in the preceding year;
    - ii. a narrative summarizing the results of any inspections conducted in the preceding year and highlighting any stormwater related problems encountered;
  - d. Should any erosional problems occur, the permittee is required to immediately correct any such problems.
  - e. Any basins, swales, or related stormwater devices used during construction for erosion control shall be inspected and cleaned to design specifications immediately after construction has been completed.

12. Personnel and Training Requirements:

Such personnel and training as necessary to fulfill the requirements of #11 above.

13. Monitoring and Reporting Requirement: No monitoring required; reporting requirement as specified in #11 above.

14. Other Requirements:

Permit #1-1463

Treated stormwater runoff is the only waste authorized for disposal under the terms and conditions of this permit. The discharge of any hazardous materials or hazardous waste into the stormwater management system is prohibited.

15. Issue Date of Permit:

Canute E. Dalmasse, Commissioner  
Department of Environmental Conservation

By  
Marilyn J. Davis, Director  
Wastewater Management Division

#### TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-1463 previously issued to Robert Willey Properties, Inc.

Signed:

Address:

Telephone:

TYPE 2 STORM WATER SYSTEM AGREEMENT  
For Expired Permit Number 1-1463

This STORM WATER SYSTEM AGREEMENT ("Agreement") is made this 23 day of August 2016 by and between the [Town of Essex], a Vermont municipal corporation with a principal place of business at [81 Main Street], Essex, Vermont 05452 (the ["Town"] ), and Vermont Systems Inc. with a principal place of business at 12 Market Place, Essex Junction, Vermont 05452 ("Permittee"). The [Town] and Permittee are sometimes each referred to in this Agreement as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the [Town has adopted an amendment to its Storm Water Ordinance] entitled Establishment and Transfer of Responsibility for State of Vermont issued Department of Environmental Conservation Authorization to Discharge Permits under General Storm Water Permits and for Unpermitted Discharges to Impaired Waterways within the Town of Essex, Inclusive of the Village of Essex Junction; and

WHEREAS, the Storm Water Ordinance amendment identifies the requirements under section 10.20.094.B necessary for the [Town] to accept storm water permit responsibility for an expired Type 2 storm water permit, as such type is defined in the Ordinance Amendment; and

WHEREAS, Permittee has identified that it is in their best interests to have the [Town] accept storm water permit responsibility by entering into this Agreement; and

WHEREAS, it is in the best interests of the Parties to work together to achieve State of Vermont storm water permit compliance; and

WHEREAS, the Parties agree that the [Town] has no responsibility for the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, or non-public storm water infrastructure added to the original version of a valid or expired storm water permit;

WHEREAS, the [Town] may in its sole discretion, if determined by the legislative body to be in its best interests, accept some or all of the operation, maintenance, repair, replacement or upgrade of all non-public storm water or storm water-related infrastructure, at some future date; and

WHEREAS, the [Town] inspected and certified that the Type 2 storm water system, including but not limited to catch basins, storm pipes, and treatment facilities, is in compliance with the infrastructure requirements as contained in the expired permit;

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, and on the express condition that all conditions precedent described below are satisfied, the Parties agree as follows:

SECTION ONE  
[TOWN] OBLIGATIONS

The [Town] agrees to accept shared permit responsibility for expired storm water system permit no. 1-1463 as follows and also shall:

1. Conduct future inspections that occur after the initial certification inspection of Type 2 storm water systems at no charge to the Permittee.
2. Conduct annual system compliance inspections to verify the condition and maintenance of the Type 2 storm water system and report findings to the State and the Permittee.
3. Inspect and prepare an annual structural condition survey and extent of debris capture in all catch basins contributing storm water flow within the permitted area.
4. At the request of Permittee, arrange for cleaning of non-public catch basins and to bill such cleaning costs to the Permittee.
5. Make best efforts to minimize the impact on the Permittee's property and their business operations thereon in performing its obligations under this Agreement.

SECTION TWO  
PERMITTEE OBLIGATIONS

Permittee shall:

1. To pay all applicable permit fees, if required as a result of changes to the permit in existence as of the date of this agreement.
2. Maintain, repair, replace and upgrade as necessary all storm water infrastructure covered under the Type 2 storm water system permit.
3. Sweep clean all paved private roadways or parking lots at least twice per year and clean out all private catch basins whenever the depth of deposited material exceeds 50% of the

depth of the catch basin sump, or enter into an agreement with the Town to perform the services for a fee.

4. Comply with all other elements of the Storm Water Ordinance or State environmental regulations, including but not limited to sections dealing with illicit discharges, offsite discharge of sediment, site erosion, and fertilizer application with respect to phosphorous and overall compliance with best storm water management practices as defined in adopted regulations or ordinances.
5. Perform any necessary structural repairs to any non-public storm water infrastructure beyond the annual routine maintenance within at least six (6) months of discovery of such needed structural repair or, if not repaired within six months of discovery, reimburse the [Town] for all its costs for such catch basin repair plus a ten percent (10%) surcharge for associated administrative expenses relating to such repair.
6. Indemnify, defend and hold harmless the [Town] and its officers, employees, agents, and representatives for and from any claims for liability and or damages arising out of the [Town's] performance of the required annual operations and maintenance and required testing of the storm water infrastructure, including all catch basins and pipes, that may occur on Permittee's property, except to the extent such claims (a) arise from the gross negligence or intentional misconduct of the [Town] or its employees, agents or contractors, or (b) are covered by insurance carried by the [Town], its agents or contractors.

### SECTION THREE MISCELLANEOUS

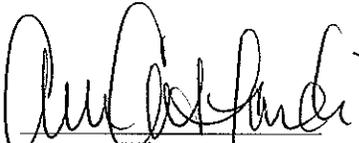
1. The Permittee is not identified under the FRP to make on-site storm water improvements at this time. This does not, however, exempt the Permittee or the Town from compliance with future requirements under the FRP or State environmental regulations.
2. It is anticipated that permit fees associated with the inclusion of the expired permits under the Town's MS4 permit will be the responsibility of the Town. However, any payments required under this Agreement necessitated by a change in permit or costs to be reimbursed to the Town for work performed shall be due upon receipt of an invoice. Any payments not made within thirty (30) days of their due date shall accrue interest at a rate of one percent (1%) per month on the past due amount until paid in full.
3. The Parties covenant and agree that the conditions and obligations under this Agreement shall run with the land, and shall accrue to the benefit of and be binding upon their respective successors and assigns as if they were parties to this Agreement. Any payments required under this Agreement not made when due shall constitute a lien on

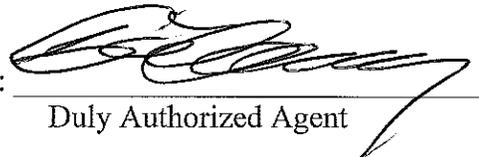
property of the Party failing to make payment, and shall be collectible in the same fashion as unpaid property taxes.

4. In the event a Party resorts to the judicial process to enforce another Party's obligations hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.
5. This Agreement shall be interpreted consistent with and governed by the laws of the State of Vermont.
6. This Agreement consists of the entire understanding between the Parties relative to its subject matter, and may not be modified orally, but only by a written instrument signed by all Parties.

**IN WITNESS WHEREOF**, the Parties have caused their corporate seal to be affixed hereto and these premises to be signed in its name and on its behalf by its duly authorized agent as of the day and date first written above.

[TOWN OF ESSEX], VERMONT

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Duly Authorized Agent

VERMONT SYSTEMS INC

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Duly Authorized Agent

Town of Essex

STATE OF VERMONT )  
 ) SS.  
COUNTY OF CHITTENDEN )

At Essex in said County this 23 day of August, A.D., 2016, personally appeared Glen Willey duly authorized officer of VT Systems and he acknowledged this instrument, by him sealed and subscribed to be his free act and deed and the free act and deed of the [Town of Essex].

Before me,

  
Notary Public  
My Commission Expires: 2-10-19



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## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Baymont Inn & Suites (Formerly Handy's Mainstay Suites)
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 1-1469
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Stormwater runoff from the building, parking and roadways is conveyed through a series of catch basins to a detention pond.
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Howelllyn-Howley, Inc. site plans and details dated 2000
8. Proof of Legal Responsibility (list and attach):
  - Pre-existing SW agreement between the town and Handy's.
  - A letter from Mr. Handy requesting the town to incorporate the permit under the town's MS4 permit.

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

**DISCHARGE PERMIT**

**STORMWATER RUNOFF TO WATERS OF THE STATE**

In compliance with provisions of 10 V.S.A. 1263 and 10 V.S.A. 1264 and in accordance with "Terms and Conditions" hereinafter specified,

Gabriel Handy  
3164 Shelburne Road  
Shelburne, VT 05482

the above named permittee is hereby granted permission to discharge stormwater runoff from the Mainstay Suites project on Susie Wilson Road in Essex Junction, Vermont to Sunderland Brook.

1. **Expiration Date: June 30, 2006.** Note: Notwithstanding subsequent changes in the Vermont Water Quality Standards or the Agency of Natural Resources Stormwater Management Procedures (effective December 15, 1997) and provided the permittee complies with the terms and conditions of this permit, the permittee shall not be required to make additional changes to the referenced stormwater treatment and control systems during the term of this permit with the exception of stormwater discharges that the Secretary determines to cause or contribute to violations of the Vermont Water Quality Standards. Any changed standard or procedure shall be applied in determining whether or not to renew this permit pursuant to 10 V.S.A. 1263.  
  
Reapply for a discharge permit by December 31, 2005.
2. **Revocation:** 10 V.S.A. 1267 provides as follows:  
  
"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction, or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
3. **Operating Fees:** This discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with procedures provided by the Secretary.
4. **Transfer of Permit:** This permit is not transferable without prior written approval of the Secretary. All application and operating fees must be paid in full prior to transfer of this permit. The permittee shall notify the Secretary immediately, in writing, of any sale, lease, or other transfer of ownership of the property from which the discharge originates. The permittee shall provide a copy of this permit to the new owner or tenant and inform him of the responsibility to make application for a permit which shall be issued in his name. Any failure to do so shall be considered a violation of this permit.

5. Right of Entry: The permittee shall allow the Secretary, and other Agency personnel, upon presentation of proper credentials, to enter the permittee's premises where the effluent sources authorized by this permit are located, and at reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit, to inspect any collection or treatment device, and to sample any discharge of pollutants.
6. Receiving Waters: Sunderland Brook
7. Manner of Discharge:  

S/N 001: Stormwater runoff from the building, parking, and roadways is conveyed through a series of catch basins to a detention basin prior to discharge to Sunderland Brook.
8. Wastes Permitted: S/N 001: Stormwater runoff from the building, parking, and roadways following treatment and control by a detention basin.
9. Volumes Permitted and Frequency of Discharge: Such volumes and frequency as required by the discharge specified in #7 above.
10. Approved Project Design: This project shall be constructed and operated in accordance with the Llewellyn- Howley, Inc. site plans and details (Site Plan, dated 3/28/00; Landscape and Lighting Plan, dated 9/6/00; Construction Details, dated 8/00 and supporting information).  

By reference, the above noted plans are made a part of this permit.
11. Maintenance and Maintenance Reporting Requirements:  

All stormwater conveyance and treatment devices including stormwater ponds, grass and stone lined swales, and vegetated buffer strips shall be properly maintained. Stormwater management devices shall be inspected at least semiannually and shall be cleaned and maintained as necessary. Any sediment removed from the swales, or other devices shall be disposed of properly in accordance with state and federal statutes and regulations. Any instances of erosion shall be corrected promptly.

No later than **September 30** of each year **the permittee shall submit a written report** to the Department of Environmental Conservation, Wastewater Management Division, 103 South Main Street, Waterbury, Vermont 05671-0405, summarizing the condition of stormwater management devices at the site and the nature and dates of all cleaning and maintenance operations carried out in the past year.
12. Personnel and Training Requirements: Such personnel and training as necessary to fulfill the requirements of #11 above.
13. Monitoring and Reporting Requirement: No monitoring required; reporting requirement as specified in #11 above.
14. Other Requirements:
  - a. Treated stormwater runoff is the only waste authorized for disposal under the terms and

Permit No. 1-1469

conditions of this permit. The discharge of any hazardous materials or hazardous waste into the stormwater management system is prohibited.

b. The issuance of this permit does not relieve the permittee from obtaining coverage under General Permit 3-9001, if applicable.

15. Adverse Impact: These discharges shall not cause or contribute to conditions that would have an undue adverse effect on the composition of the aquatic biota, the physical or chemical nature of the substrate, species composition, or the propagation of fishes. If information is obtained during the term of this permit which indicates that discharges authorized by this permit cause or contribute to violations of the Water Quality Standards, then this permit may be amended to require implementation of additional stormwater treatment and control measures.

16. Issue Date of Permit:

Canute E. Dalmasse, Commissioner  
Department of Environmental Conservation

By  
Marilyn J. Davis, Director  
Wastewater Management Division

#### TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to discharge waste into the waters of the State of Vermont under the provisions of Discharge Permit No. 1-1469 previously issued to Gabriel Handy.

Signed:

Address:

Telephone:

## **Joint Maintenance Agreement - Stormwater Management System**

### **Mainstay Suites Hotel, Essex Vermont**

This agreement defines the control and maintenance responsibilities of Gabriel Handy (Handy) and the Town of Essex, Vermont (Town) in regard to all components, existing or to be constructed as replacements, associated with the stormwater management system of the proposed Mainstay Suites hotel at 27 Susie Wilson Road in Essex, Vermont.

The several components of the stormwater system are shown or described on engineering drawings attached hereto and entitled:

- Mainstay Suites Site Plan, sheet 1 of 3, dated 3/28/00 and last revised 12/27/00;
- Mainstay Suites Landscape & Lighting Plan, Sheet 2 of 3, dated 9/6/00 and last revised 12/27/00;
- Construction Details, Sheets 1 and 3 of 3, dated August 2000, and last revised 11/22/00 and 10/16/00, respectively; and
- Specifications, Sheet 1 of 1, dated August 2000, with no revisions; all drawn by Llewellyn-Howley Inc., South Burlington, Vermont.

The following signatory parties, being owners of existing or proposed stormwater facilities, or of land on which those facilities are located, acknowledge that a proposed state stormwater discharge permit will hold the permit holder Handy responsible for all required maintenance activities specified in the permit. The parties, desiring to separate the maintenance responsibilities among themselves, agree to be bound to the following:

#### 1. Town of Essex - landowner of public streets and of existing storm systems

The Town shall have control and maintenance responsibility for all facilities associated with three existing municipal stormwater conveyance systems that discharge municipal street runoff into, and convey the runoff out of, an existing ravine shown on the Site Plan; such ravine to be converted to a stormwater detention basin as part of the hotel project. Those municipal facilities include catch basins on Susie Wilson Road and Pinecrest Drive, 18- and 12-inch storm sewers that discharge into the ravine from those streets; riprap diffusion aprons receiving the discharge from those sewers, and a 24-inch culvert exiting the ravine and crossing under Susie Wilson Road to an unnamed tributary of Sunderland Brook. In addition, the outlet control structure, which will be connected to the 24-inch pipe, will become the responsibility of the Town. Future replacements of any of these facilities will be the responsibility of the Town.

#### 2. Gabriel Handy - trustee of landowner DDH-GSH Trust, at 27 Susie Wilson Road

All facilities associated with the proposed stormwater conveyance system of the hotel project, including storm sewers and catch basins associated with the hotel parking lot; the detention basin, including all slopes of the basin and vegetation on the slopes and the bottom of the basin;

Joint Maintenance Agreement - Stormwater Management System  
Mainstay Suites Hotel, Essex Vermont

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the riprap diffusion apron receiving discharge from the storm sewer serving the hotel roof and parking lot; the sediment forebay of the basin; the existing 4-inch driveway drain from 8 Pinecrest Drive, which runs through land owned by Michael LeBoeuf at 6 Pinecrest Drive; and the existing 18-inch culvert that conveys runoff from lands at 27 Susie Wilson Road, 8 and 10 Pinecrest Drive, and other lands, through land owned by Michael LeBoeuf to the ravine. Future replacements of any of these facilities will be the responsibility of the hotel owner.

3. Maintenance Activities

a. The detention basin, collection systems and related stormwater facilities shall be inspected and maintained twice per year, so that all are in good operating order at all times.

b. The detention basin, collection systems and related stormwater facilities shall be cleaned as necessary to maintain design treatment and flood control specifications.

c. Collected sediment and other materials removed from the detention basin, collection systems and related stormwater facilities shall be disposed of in accordance with state and federal statutes and regulations.

d. As required by the State of Vermont a written report shall be submitted to the Department of Environmental Conservation. This report shall be made by a professional engineer, and its basis shall include an inspection of the facilities by the engineer and interviews by the engineer with the parties responsible for any of the past year's maintenance activities.

e. If discharges or the conveyance of stormwater results in or significantly contribute to erosion, then the party(s) responsible for the facility(s) associated with the erosion, shall immediately correct any such problems. Erosion at the culvert outlet on the west side of Susie Wilson Road shall be the collective responsibility of all parties discharging to the detention basin.

4. The parties acknowledge that a violation of the permit may be caused by one party's failure to maintain facility(s) or lands for which that party is responsible, or by the release of a contaminant onto surfaces that drain to facilities that are the responsibility of that party. Therefore, although Handy will be held responsible by the State of Vermont for all violations of the permit and will be required by the State to correct all violations, each party agrees to undertake the corrective action the State will require of Handy for a violation associated with

Joint Maintenance Agreement - Stormwater Management System  
Mainstay Suites Hotel, Essex Vermont

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each party's property or facilities, or to compensate Handy for his corrective action on the parties' facilities, when such violation is due to events or activities associated with facilities for which that party is responsible under this agreement.

This document constitutes the entirety of the agreement and authorization among the parties, and our signatures affixed hereto signify our acceptance of responsibilities as delineated above, and also signify our granting of access to parties, or their agents, who are responsible for the maintenance of facilities located on our lands.

Gabriel Handy  
Landowner, 27 Susie Wilson Road

Gabriel Handy trustee Date 6-1-01

Town of Essex  
by its Town Engineer & Public Works Director, Dennis Lutz, P.E.

Dennis Lutz Date 13 JUNE 01

Armand and Patricia Pellerin  
Landowners, 8 Pinecrest Drive

Armand Pellerin  
Patricia P. Pellerin Date 6-4-01

Michael LeBoeuf  
Landowner, 6 Pinecrest Drive

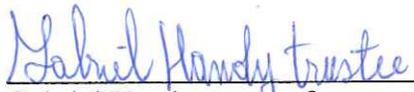
Michael LeBoeuf Date 6/1/01

STORMWATER SYSTEM MAINTENANCE AGREEMENT

The Town of Essex, Vermont relinquishes maintenance responsibility to Gabriel Handy of the two existing storm sewers that discharge into the ravine on Mr. Handy's property at 27 Susie Wilson Road. Mr. Handy shall be responsible for arranging proper maintenance of these sewers. In addition, both parties agree that Mr. Handy will be responsible for the maintenance of the proposed outlet control structure when the ravine is converted to a stormwater detention facility.

  
\_\_\_\_\_  
Dennis Lutz, P.E., Town Engineer  
and Public Works Director

13 JUNE 01  
Date

  
\_\_\_\_\_  
Gabriel Handy, trustee for  
landowner DDH-GSH Trust

6-1-01  
Date

August 29, 2016

Dennis Lutz, P.E.  
Town of Essex Public Works  
81 Main Street  
Essex Junction, VT 05452

RE: Expired Stormwater Permit 1-1469

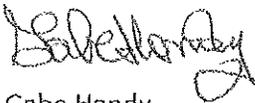
Dear Mr. Lutz,

This letter is in response to the letter I received on August 18, 2016 regarding the expired stormwater permit associated with the Baymont Inn & Suites (formerly Handy's Mainstay Suites) property located in Essex Junction.

I would like to formally request that the Town incorporate expired stormwater permit no. 1-1469 under the Town's MS4 permit. It is my understanding that the Town and I will share permit responsibility. It is also my understanding that a new stormwater agreement is not necessary as there is a pre-existing stormwater agreement between the Town and the Baymont Inn & Suites that will remain valid.

While upgrades to the stormwater system are not needed at this time, this property is not exempt from future requirements under the Flow Restoration Plan for Sunderland Brook or State environmental regulations such as the phosphorus TMDL for Lake Champlain.

Sincerely,



Gabe Handy  
Property Owner  
Baymont Inn & Suites

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Shillingford Crossing
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 2-0033
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Via catch basins & pipes to grassed or vegetated swales prior to discharge

6. Current Compliance Status:

- Compliant with previously issued state permit
- Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
- Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
- Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_

7. Plans (for expired permits, list plan numbers and attach):

FitzPatrick - Lewellyn, Inc. plan & details  
dated 04/10/85 & 03/28/85

8. Proof of Legal Responsibility (list and attach):

Deeds for: Devon Hill Court  
Southdown Court  
Hampshire Court  
Dartmoor Court  
Suffolk Lane

STATE OF VERMONT  
AGENCY OF ENVIRONMENTAL CONSERVATION  
DEPARTMENT OF WATER RESOURCES

Page 1 of 3

TEMPORARY  
POLLUTION PERMIT

File No. 04-06-055

Permit No. 2-0633

In compliance with provisions of 10 V.S.A. §1265

Southview Corp./Allen Building Corp.  
1550 Hinesburg Road  
South Burlington, VT 05401

is hereby granted permission to discharge waste into the waters of the State in accordance with "Terms and Conditions" herein after specified, from Shillingford Crossing, a 61 single-family housing unit development in Essex Junction, Vermont to an unnamed tributary of Sunderland Brook.

TERMS AND CONDITIONS

1. Expiration Date: July 1, 1986
2. Pollution Charges: Pollution charges may be assessed pursuant to 10 V.S.A. §1265.
3. Revocation: 10 V.S.A. §1267 provides as follows:  
"The Secretary may revoke any permit issued by him pursuant to this subchapter if he finds that the permit holder submitted false or inaccurate information in his application or has violated any requirement, restriction or condition of the permit issued. Revocation shall be effective upon actual notice thereof to the permit holder."
4. Transfer of Permit: Subject to written approval of the Secretary, this permit must be transferred to a new permittee upon transferral of the property from which the permitted discharge originates. The above named permittee shall notify the Permits and Compliance Section of the Agency (828-3341) of any pending sale, lease, or other transfer of ownership thirty days prior to such transfer, and shall concurrently provide the prospective new owner with a copy of this permit, calling attention to the transfer application on Page 3.

FAILURE TO COMPLY WITH THE ABOVE SHALL BE DEEMED A VIOLATION OF THIS PERMIT AND MAY RESULT IN THE PERMITTEE'S REMAINING LIABLE UNDER THIS PERMIT AFTER THE PROPERTY TRANSFER.

5. Manner of Discharge: S/N 001 - Via catch basins and pipes to grassed and/or vegetated drainage swales prior to discharge to an unnamed tributary of Sunderland Brook. S/N 002 through S/N 005 - Via overland flow to catch basins. Then across grassed and/or vegetated drainage swales prior to discharge to an unnamed tributary of Sunderland Brook.
6. Wastes Permitted: S/N 001 - Stormwater runoff from the paved road after treatment of the runoff in catch basins and grassed and/or vegetated drainage swales. S/N 002 through S/N 005 - Stormwater runoff from the paved roads, roofs and vegetated terrain after treatment of the runoff from the paved roads in catch basins and grassed and/or vegetated drainage swales.
7. Volumes Permitted: Such volumes as required by the discharges specified in item #6.
8. Frequency of Discharge: Daily.
9. Operation and Treatment Requirements: Treatment as specified in item #6. For details on the stormwater treatment on this project, see the FitzPatrick-Llewellyn, Inc. plan and details dated April 10 and March 28, 1985, respectively. NOTE: Rip-rap shall be installed at all storm sewer outlets.
10. Maintenance and Maintenance Reporting Requirements:  
All catch basins, settling ponds, recharge basins or other treatment devices or facilities shall be maintained in good operating order at all times and shall be cleaned quarterly and at such other times as necessary to maintain design treatment levels. NO LATER THAN JANUARY 31 OF EACH YEAR A WRITTEN REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF WATER RESOURCES, NPDES PERMIT SECTION, MONTPELIER, VERMONT 05602, PROVIDING THE DATES AND NATURE OF CLEANING OPERATIONS CARRIED OUT IN THE PRECEDING YEAR.  
  
Paved parking lots and roads should be swept on a regular basis when seasonally practicable to minimize contaminants carried to the treatment device by runoff.
11. Personnel and Training Requirements: Such personnel and training as necessary in order to comply with the requirements of item #10.
12. Monitoring and Reporting Requirements: No monitoring required.
13. Miscellaneous Requirements: During the life of this permit, the permittee may be requested to furnish certain data in support of the investigation of the environmental effect of storm drainage on the receiving stream. If, prior to July 1, 1986, an acceptable method of treatment is adopted or applicable legislative changes are enacted, the permit will be amended to reflect the approved changes.

14. Issue Date of Permit: May 21, 1985

AGENCY OF ENVIRONMENTAL CONSERVATION

By Jonathan Lash

Jonathan Lash, Commissioner  
Department of Water Resources  
and Environmental Engineering

-----  
TRANSFER APPLICATION

I, \_\_\_\_\_, hereby apply for permission to  
discharge waste into the waters of the State of Vermont under the  
provisions of Temporary Pollution Permit No. 2-0633, previously issued  
to \_\_\_\_\_.

Signed: \_\_\_\_\_

106/0150  
PMT3

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow, Town Essex Clerk of the Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the Essex Town of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 31 December, 1988.

DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached Deed for Dartmoor Ct., a length of 600 ft (0.11 miles)

	(*) Book	(**) Pg's
from Hampshire Ct. (STA 0+00) to STA 6+00	217	625-29

and as shown on a Highway Map of the Essex Town of Essex,  
dated 15 April, 1987, and filed in Book \* on page \*\* of the Records  
of the Essex Town of Essex by the Essex Town Clerk of  
said Essex Town incorporated herein by reference and attested to on  
said map by said Essex Town Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 31st day of January, A.D., 1989.

Jane Yandow  
Bernard E. Perry  
John C. Fitzgerald  
Edward Baker

BOARD  
 OF  
 SELECTMEN  
~~ALDERMEN~~  
~~TRUSTEES~~

Not Applicable.  
and the MAYOR of the City of  
\*\*\*\*\*  
Essex, VERMONT  
1/31, 1989.

	(*) Book	(**) Pg's
	217	625-29

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE Essex TOWN RECORDS  
OF THE Essex TOWN OF Essex ON THE 31st DAY OF May,  
1987, AT 10 15 O' CLOCK, A.M.

ATTEST: Jane M. Yandow  
Town Essex CLERK OF Essex, VERMONT

042  
SUFFOLK LANE  
HAMPSHIRE CT  
DARTMOUTH CT

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars  
paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd. Tax Paid. Bond of the Grantor Rec'd.  
Vt. Land Use & Dev. Form 31 Filed and Rec'd.  
Return No. A 777687  
Signed Paul M. Gaudin Clerk  
Date May 21, 1987

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Harold H. Farnsworth, Margaret S. Farnsworth and Harold S. Farnsworth, recorded in Volume 79, Page 211 of the Land Records of the Town of Essex; and may be a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated November 1, 1967, of Bernard F. Deutch, recorded in Volume 79, Page 281 of the Land Records of the Town of Essex; and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus in a northerly extension of the east line of Lot 57, and thence from such temporary terminus in a northerly direction to the south sideline of Pinecrest Drive, all as shown and depicted on a plan entitled
- Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"
- dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded as Slide 156 of the Map Records of the Town of Essex;
- (b) the remaining portion of the roadway known as Hampshire Court lying southerly of the temporary southerly terminus identified as a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan, including the cul-de-sac;
- (c) all of the roadway known as Dartmoor Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located in Lots 40, 58 and 59 and Open Spaces No. 2 and No. 4 as depicted and shown on the aforementioned plan. The easement is 12.5 feet in width along the easterly boundary of Lot 40 and is in two segments in Open Space No. 4, of 25 feet wide and a larger width adjacent to Lot 39. The easement is the 12.5 feet next westerly of Lot 59, 12.5 feet next easterly of Lot 58 and runs in a general southwest-northeast direction in a width of 25 feet. The easement is 25 feet in width in Open Space No. 2. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

FRIDA6 CHL01 041087

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns;

- (e) those parcels identified as Open Spaces No. 1, 3 and 5, as shown on said plan, subject to rights and easements previously reserved and granted; and
- (f) a right of way for vehicular use, but only if accepted as a public street and in any event for pedestrian use, commencing at the southerly end of the cul-de-sac of Dartmoor Court, and extending southerly therefrom; said right of way is bounded on the west by Lot 43, Open Space No. 3 and lands now or formerly of Ziemer; and on the east by Lots 44, Open Space No. 5 and lands now or formerly of Speer.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

all lawful claims

hand and seal

87

ident 

this

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nt, by

, and

..

and to hold said granted premises, with all the privileges and ap-  
thereof, to the said Grantee  
N OF ESSEX, and its successors

heirs and assigns, to their own use and behoof forever;

the said Grantor  
MOUTHVIEW CORPORATION

and administrators, do for itself and its heirs,  
TOWN OF ESSEX, and its successors covenant with the said Grantee

and assigns, that until the ensembling of these presents  
the owner of the premises, and have good right and title to convey the  
in manner aforesaid, that they are **Free from every encumbrance;**  
cept as above set forth; and it

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow, Town Essex Clerk of the Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the Essex Town of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 31 December, 1988.

DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached Deed for Devon Hill Court, a length of 460 ft (0.09 miles)

	(*) Book	(**) Pg's
from South Down Ct. (STA 0+00) to STA 4+60	205	694-99

and as shown on a Highway Map of the Essex Town of Essex  
dated 19 July 1986, and filed in Book \* on page \*\* of the Records  
of the Essex Town of Essex by the Essex Town Clerk of  
said Essex Town incorporated herein by reference and attested to on  
said map by said Essex Town Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 31st day of January, A.D., 1989.

[Signature]  
Bernard E. Paris  
John C. Fitzgerald  
[Signature]

BOARD  
 OF  
 SELECTMEN  
~~ALDERMEN~~  
~~TRUSTEES~~

Not Applicable.  
and the MAYOR of the City of \_\_\_\_\_

<u>Essex</u> , VERMONT	(*) Book	(**) Pg's
<u>1/31</u> , 1989	205	694-99

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE Essex TOWN RECORDS  
OF THE Essex TOWN OF Essex ON THE 29th DAY OF July,  
1986, AT 10:10 O' CLOCK, A..M.

ATTEST: Jane M. Yandow  
Town CLERK OF Essex, VERMONT

1  
SAFFOLK LANE  
HAMPSHIRE CT.  
DEWOLF HILL CT.

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars

paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do

freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a

certain piece of land in Essex Junction in the

County of Chittenden and State of Vermont, described as

follows, viz:

See Exhibit A

32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return to: Tax Paid-Board of Health Cert. Rec'd.-  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return to: 11/15/17  
Signed: [Signature] Clerk  
Date: 11/15/17

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Howard H. and Margaret S. Farnsworth, recorded in Volume 77, Page 211 of the Land Records of the Town of Essex, and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus parallel with a southerly extension of the easterly sideline of Lot 3 and a northerly extension of the easterly sideline of Lot 35, and thence from such temporary terminus to a temporary terminus in a northerly extension of the east line of Lot 57, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded in Volume 136, Page 136 of the Land Records of the Town of Essex;

- (b) that portion of the roadway known as Hampshire Court, commencing at its northerly intersection with Suffolk Lane and having a temporary southerly terminus in a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan;
- (c) all of the roadway known as Devon Hill Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan. The easement is 25 feet in width for a portion of its length, and as to such portion, the centerline shall be the common boundary between Lots 57 and 56, and Lots 38 and 37. The easement is 12.5 feet in width for a portion of its length, and as to such portion, is the 12.5 feet most westerly and southerly of lands comprising Lot 39. Not included is the portion of the easement located on Lot 40 and within open area No. 4. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

MONDA2 CHL01 070786

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, to their own use and behoof forever;*

And *the said Grantor*

SOUTHVIEW CORPORATION

*for itself and its heirs, executors and administrators, do covenant with the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, that until the ensealing of these presents it is the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance; except as above set forth; and it*

hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

In Witness Whereof, it hereunto set its hand and seal  
this 25 day of July A. D. 19 86

In Presence of

SOUTHVIEW CORPORATION

BY Nile A. Dupstadt, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 25 day of July A. D. 19 86

NILE A. DUPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, an  
the free act and deed of SOUTHVIEW CORPORATION  
Before me

Notary Public

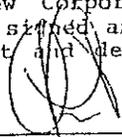
Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 10 minutes a.m.  
received for record the instrument of which the foregoing is a true record.

Attest, *[Signature]*  
Town Clerk

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 25 day of July, 1986, personally appeared Nile A. Dupstadt, president and duly authorized agent of Southview Corporation, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of Southview Corporation.

Before me

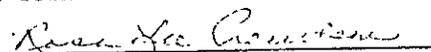


Notary Public

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Essex Junction in said County and State on this 27 day of July, 1986, personally appeared Edward Beebe, duly authorized agent of the Town of Essex, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of the Town of Essex.

Before me

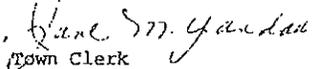


Notary Public

Comm Exp 2/1/87

Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 15 minutes a.m., received for record the instrument of which the foregoing is a true record.

Attest,

  
Town Clerk

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow,            Town Clerk of the            Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the            Town of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 31 December, 1988.

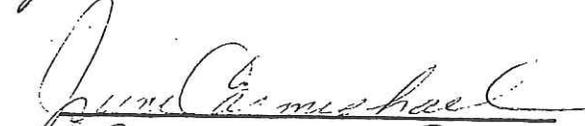
DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached Deed for Hampshire Court, a length of 620 ft (0.12 miles)

	(*) Book	(**) Pg's	Date
from Suffolk Lane (STA 0+00) to STA 3+25	205	694-99	25 July 86
from STA 3+25 to STA 6+20	217	625-29	15 April 87

and as shown on a Highway Map of the            Town of Essex,  
dated see above, 19          , and filed in Book \* on page \*\* of the Records  
of the            Town of Essex by the            Town Clerk of  
said            Town incorporated herein by reference and attested to on  
said map by said            Town Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 31st day of January, A.D., 1989.

  
James G. Marshall BOARD  
  
Bernard E. Paris OF  
  
John C. FitzGerald SELECTMEN  
~~ALDERMEN~~  
~~TRUSTEES~~

Not Applicable.  
and the MAYOR of the City of           

  
Edward Baker

<u>Essex</u> , VERMONT	(*) Book	(**) Pg's
<u>January 31</u> , 1989.	205	694-99
	217	625-29

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE            TOWN RECORDS  
OF THE            TOWN OF Essex ON THE 7/29/86 + 2/21/87 DAY OF           ,  
1986/87, AT 10:10:15 O' CLOCK, A .M.

ATTEST: Jane M. Yandow  
           Town CLERK OF Essex, VERMONT

SUFFOLK LANE  
HAMPSHIRE CT.  
DEVON HILL CT.

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars

paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

12 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return to: Dept. of Health, Board of Health Cert. Rec'd.,  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 1, 66, 5, 517  
Signed [Signature], Clerk  
Date 1, 11, 19, 1966

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Howard H. and Margaret S. Finckworth, recorded in Volume 77, Page 211 of the Land Records of the Town of Essex, and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus parallel with a southerly extension of the easterly sideline of Lot 3 and a northerly extension of the easterly sideline of Lot 35, and thence from such temporary terminus to a temporary terminus in a northerly extension of the east line of Lot 57, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded in Volume 104, Page 516 of the Land Records of the Town of Essex;

- (b) that portion of the roadway known as Hampshire Court, commencing at its northerly intersection with Suffolk Lane and having a temporary southerly terminus in a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan;
- (c) all of the roadway known as Devon Hill Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan. The easement is 25 feet in width for a portion of its length, and as to such portion, the centerline shall be the common boundary between Lots 57 and 56, and Lots 38 and 37. The easement is 12.5 feet in width for a portion of its length, and as to such portion, is the 12.5 feet most westerly and southerly of lands comprising Lot 39. Not included is the portion of the easement located on Lot 40 and within open area No. 4. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

MONDA2 CHL01 070786

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

TOWN OF ESSEX, and its successors

heirs and assigns, to their own use and behoof forever;

And the said Grantor

SOUTHVIEW CORPORATION

executors and administrators, do for itself and its heirs,  
covenant with the said Grantee

TOWN OF ESSEX, and its successors

heirs and assigns, that until the ensueing of these presents it is  
the sole owner of the premises, and have good right and title to convey the  
same in manner aforesaid, that they are **Free from every encumbrance;**  
except as above set forth; and it

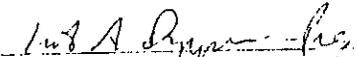
hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

In Witness Whereof, it hereunto set its hand and seal  
this 25 day of July A. D. 19 86

In Presence of



SOUTHVIEW CORPORATION

BY   
Nile A. Dupstadt, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

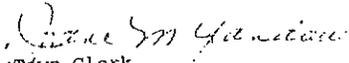
State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 25 day of July A. D. 19 86

NILE A. DUPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he  acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, an  
the free act and deed of SOUTHVIEW CORPORATION  
Before me \_\_\_\_\_

Notary Public

Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 10 minutes a.m.  
received for record the instrument of which the foregoing is a true record.

Attest,   
Town Clerk

IRREVOCABLE OFFER OF DEDICATION

Agreement made this 29<sup>th</sup> day of July, 1986, between Southview Corporation, a Vermont corporation (the "Owner") and the Town of Essex (the "Town").

WITNESSETH:

WHEREAS, in connection with the approval by the Town of the residential development to be known as Shillingford Crossing, the Town has requested easements for storm drainage and dedication of roads; and

WHEREAS, the Owner is willing to provide such easements; and

WHEREAS, the above-described easements and roads are to be dedicated to the Town free and clear of all encumbrances; and

WHEREAS, the Owner has delivered a warranty deed to the Town for the matters above described;

NOW, THEREFORE, in consideration of the sum of One Dollar in lawful money paid by the Town to the Owner and other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owner herewith delivers to the Town a warranty deed for the matters described in Exhibit A attached hereto, said delivery being a formal offer of dedication to the Town to be held by the Town until the acceptance or rejection of such offer of dedication by the Selectmen of the Town.
2. The Owner agrees that said formal offer of dedication is irrevocable and can be accepted by the Town at any time.
3. This irrevocable offer of dedication shall run with the land and shall be binding upon all assignees, grantees, successors and/or heirs of the Owner.

WITNESSETH:

*Nathan M. Paige*  
*William J. ...*  
*James H. ...*

SOUTHVIEW CORPORATION

BY *Nile A. Dupstadt*  
Nile A. Dupstadt, President

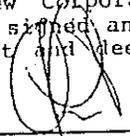
TOWN OF ESSEX

BY *David R. ...*  
Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 25 day of July, 1986, personally appeared Nile A. Duppstadt, president and duly authorized agent of Southview Corporation, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of Southview Corporation.

Before me

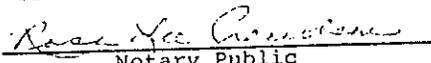


Notary Public

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Essex Junction in said County and State on this 25<sup>th</sup> day of July, 1986, personally appeared *David Scott*, duly authorized agent of the Town of Essex, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of the Town of Essex.

Before me



Notary Public

*Comm Exp 2/1/87*

Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 15 minutes a.m., received for record the instrument of which the foregoing is a true record.

Attest, *Frank M. Youdale*  
Town Clerk

SUFFOLK LANE  
HAMPSHIRE CT  
DARTMOUTH CT

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars  
paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

Vermont Property Transfer Tax  
34 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return to the Tax and Land Use Dept. or to the Clerk, Rec'd.  
VI. Land Use & Development Department, Rec'd.  
Return No. A 797687  
Signed Paul M. Gaudin Clerk  
Date May 21, 1987

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Harold H. Farnsworth, Margaret S. Farnsworth and Harold S. Farnsworth, recorded in Volume 79, Page 211 of the Land Records of the Town of Essex; and may be a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated November 1, 1967, of Bernard F. Deutch, recorded in Volume 79, Page 281 of the Land Records of the Town of Essex; and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus in a northerly extension of the east line of Lot 57, and thence from such temporary terminus in a northerly direction to the south sideline of Pinecrest Drive, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded as Slide 156 of the Map Records of the Town of Essex;

- (b) the remaining portion of the roadway known as Hampshire Court lying southerly of the temporary southerly terminus identified as a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan, including the cul-de-sac;
- (c) all of the roadway known as Dartmoor Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located in Lots 40, 58 and 59 and Open Spaces No. 2 and No. 4 as depicted and shown on the aforementioned plan. The easement is 12.5 feet in width along the easterly boundary of Lot 40 and is in two segments in Open Space No. 4, of 25 feet wide and a larger width adjacent to Lot 39. The easement is the 12.5 feet next westerly of Lot 59, 12.5 feet next easterly of Lot 58 and runs in a general southwest-northeast direction in a width of 25 feet. The easement is 25 feet in width in Open Space No. 2. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns;

- (e) those parcels identified as Open Spaces No. 1, 3 and 5, as shown on said plan, subject to rights and easements previously reserved and granted; and
- (f) a right of way for vehicular use, but only if accepted as a public street and in any event for pedestrian use, commencing at the southerly end of the cul-de-sac of Dartmoor Court, and extending southerly therefrom; said right of way is bounded on the west by Lot 43, Open Space No. 3 and lands now or formerly of Ziemer; and on the east by Lots 44, Open Space No. 5 and lands now or formerly of Speer.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

TOWN OF ESSEX, and its successors

heirs and assigns, to their own use and behoof forever;

And the said Grantor

SOUTHVIEW CORPORATION

for itself and its heirs,

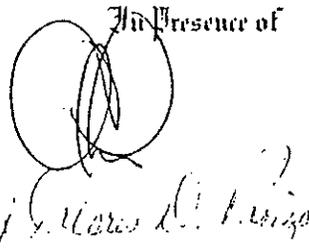
executors and administrators, do covenant with the said Grantee

TOWN OF ESSEX, and its successors

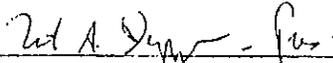
heirs and assigns, that until the ensealing of these presents it is  
 the sole owner of the premises, and have good right and title to convey the  
 same in manner aforesaid, that they are **Free from every encumbrance;**  
 except as above set forth; and it

hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

In Witness Whereof, it hereunto set its hand and seal  
this 15<sup>th</sup> day of April A. D. 19 87

In Presence of  


SOUTHVIEW CORPORATION

BY  - Pres.  
Nile A. Dupstadt, President 

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_   
\_\_\_\_\_   
\_\_\_\_\_   
\_\_\_\_\_ 

State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 15<sup>th</sup> day of April A. D. 19 87

NILE A. DUPPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, and  
the free act and deed of SOUTHVIEW CORPORATION.  
Before me \_\_\_\_\_

Notary Public

Essex, Vermont Town Clerk's Office, May 21, 1987 at 10 o'clock and 15 minutes a.m.,  
received for record the instrument of which the foregoing is a true record.

Attest:   
Town Clerk

CERTIFICATE OF COMPLETION AND OPENING  
OF A HIGHWAY FOR PUBLIC TRAVEL

Jane Yandow, Town Clerk of the Town  
of Essex, Vermont.

Pursuant to Title 19, V.S.A., Section 15, as amended 1973, this is to certify that  
the following described section of Class 3 Highway in the Town of  
Essex was COMPLETED AND OPEN FOR PUBLIC TRAVEL  
on 31 December, 1988.

DESCRIPTION OF RIGHT-OF-WAY: Beginning

See attached Deed for Suffolk Lane, a length of 1195 ft (0.23 miles)

	(*) Book	(**) Pg's	Date
from Pinecrest Dr. STA0+00 to STA 4+20	193	163-68	05 Aug. 85
from STA 4+20 to STA 6+75	205	694-99	29 July 86
from STA 6+75 to Pinecrest Dr. (STA11+95)	217	625-29	15 Apr. 87

and as shown on a Highway Map of the Town of Essex,  
dated see above, 19  , and filed in Book \* on page \*\* of the Records  
of the Town of Essex by the Town Clerk of  
said Town incorporated herein by reference and attested to on  
said map by said Town Clerk.

Dated at Essex, County of Chittenden and State of  
Vermont, this 31st day of January, A.D., 1989.

Bernard E. Perry BOARD  
John C. Fitzgerald OF  
~~SELECTMEN~~  
~~ALDERMEN~~  
~~TRUSTEES~~  
Edward H. Baker

Not Applicable.  
and the MAYOR of the City of \_\_\_\_\_

Essex, VERMONT  
1/31, 1989.

(\*) Book      (\*\*) Pg's  
193            163-68  
205            694-99  
217            625-29

THE ABOVE IS A TRUE COPY OF THE DESCRIPTION OF CLASS 3 HIGHWAY COMPLETED AND OPENED  
FOR PUBLIC TRAVEL, RECORDED IN BOOK \* ON PAGE \*\* OF THE Town RECORDS  
OF THE Town OF Essex ON THE \* DAY OF \_\_\_\_\_,  
19  , AT \_\_\_\_\_ O' CLOCK, \_\_\_\_\_ M.

\* See Bottom of page of Individual Deeds  
ATTEST: Jane M. Yandow  
Town CLERK OF Essex, VERMONT

SUFFOLK LANE  
SOUTH DOWNTOWN CT

IRREVOCABLE OFFER OF DEDICATION

Agreement made this <sup>18<sup>th</sup></sup> day of August, 1985, between Southview Corporation, a Vermont corporation (the "Owner") and the Town of Essex (the "Town").

WITNESSETH:

WHEREAS, in connection with the approval by the Town of the residential development to be known as Shillingford Crossing, the Town has requested easements for pedestrian use, storm drainage, sanitary sewer and deeds to certain of the roadways; and

WHEREAS, the Owner is willing to provide such easements and ownership of such roads; and

WHEREAS, the above-described easements and roads are to be dedicated to the Town free and clear of all encumbrances; and

WHEREAS, the Owner has delivered a warranty deed to the Town for the matters above described;

NOW, THEREFORE, in consideration of the sum of One Dollar in lawful money paid by the Town to the Owner and other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owner herewith delivers to the Town a warranty deed for the matters described in Exhibit A attached hereto, said delivery being a formal offer of dedication to the Town to be held by the Town until the acceptance or rejection of such offer of dedication by the Selectmen of the Town.

2. The Owner agrees that said formal offer of dedication is irrevocable and can be accepted by the Town at any time.

3. This irrevocable offer of dedication shall run with the land and shall be binding upon all assignees, grantees, successors and/or heirs of the Owner.

WITNESSES:

Michelle Carreau  
Rose Lee Sewdson

SOUTHVIEW CORPORATION  
BY Nile A. Dupstadt, President

TOWN OF ESSEX  
BY [Signature]  
Duly Authorized Agent

MONDA2 CHL01 072285; CHL02 072485; CHL03 073085

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At So. Burlington in said County and State on this 1st day of August, 1985, personally appeared Nile A. Dupstadt, president and duly authorized agent of Southview Corporation, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of Southview Corporation.

Before me

*[Signature]*  
Notary Public

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Essex Junction in said County and State on this 1st day of August, 1985, personally appeared *David Bell*, duly authorized agent of the Town of Essex, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of the Town of Essex.

Before me

*Rosa Lee Crowell*  
Notary Public  
*Com. Exp. 2/1/87*

Essex, Vermont Town Clerk's Office, August 15, 1985 at 3 o'clock and 5 minutes p.m., received for record the instrument of which the foregoing is a true record.

Attest, *[Signature]*  
Town Clerk

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington <sup>in the County of</sup> Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars  
paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction <sup>in the County of</sup> Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

Vermont Property Transfer Tax  
32 V.S.A. Chap. 2:1  
-ACKNOWLEDGMENT-  
Return Rec'd. - Tax Paid - Board of 10-9th Cert. Rec'd. -  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. A 735887  
Signed Rose Lee Greig Clerk  
Date August 25, 1981

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Howard H., Margaret S., and Harold S. Farnsworth, recorded in Volume 79, Page 211 of the Land Records of the Town of Essex, and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its westerly intersection with the southerly sideline of Pinecrest Drive and having a temporary southerly terminus parallel with a southerly extension of the easterly sideline of Lot 3 and a northerly extension of the easterly sideline of Lot 35, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded in Map Slide 156 of the Land Records of the Town of Essex;

- (b) being all of the roadway known as Southdown Court, as shown on said plan;
- (c) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located, as depicted and shown on the aforementioned plan, the centerline of which shall be located in the center of said easement on Lots 1 and 2, in the easterly boundary of Lot 3, an extension of the easterly line of Lot 3 in a southerly direction across Suffolk Lane, the easterly sideline of Lot 35, to the intersection of Lot 35 with Open Space No. 4. Included herewith is a right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary to the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns;
- (d) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which

MONDA2 CHL01 072285; CHL02 072485; CHL03 073085

shall be the common boundary between Lots 12, 11, 10 and 9 on the easterly portion and lots 13, 14, 15 and 16 on the westerly portion from the northerly sideline of Southdown Court to the southerly sideline of Pinecrest Drive. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.

- (e) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which shall be the common boundary between Lots 21, 20, 19 and 18 on the easterly portion and Lots 22, 23 and 24 on the westerly portion from the northerly sideline of Southdown Court to the southerly sideline of Open Space area 1. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.
- (f) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which shall be the common boundary between Lots 30 and 31, commencing in the northerly sideline of Southdown Court to the rear or southerly lines of Lots 30 and 31. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.
- (g) an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of an underground sanitary sewer line, the centerline of said easement to be in the common boundary of Lots 27 and 28 as shown on the aforementioned plan, in the southerly or rear line of

Lot 27 as shown on the aforementioned plan and terminating in the easterly end of the common boundary of lands now or formerly of Hendrix and Fay; together with an easement, in such locations, for pedestrian use only, on the surface thereof. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns. Said easement is located on Lots 27 and 28 and in Open Space areas 1 and 2 and in the area identified as "storm drainage" easement as shown on the aforementioned plan. The Grantor hereby reserves, for itself and its successors and assigns, a right to install, construct, operate, repair, maintain and replace an electric line, at no cost to the Grantee, or its successors and assigns.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, to their own use and behoof forever;*

And *the said Grantor*

SOUTHVIEW CORPORATION

*for itself and its heirs, executors and administrators, do covenant with the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, that until the ensembling of these presents it is the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance; except as above set forth; and it*

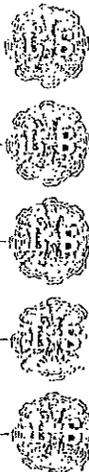
hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

In Witness Whereof, it hereunto set its hand and seal  
this <sup>NAD</sup> 1st day of August A. D. 19 85

In Presence of  
*Michelle Kavan*

SOUTHVIEW CORPORATION

BY *Nile A. Dupstadt*  
Nile A. Dupstadt, President



State of Vermont, } ss. At <sup>NAD</sup> Burlington this  
CHITTENDEN County } 1st day of August A. D. 19 85

NILE A. DUPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, and  
the free act and deed of SOUTHVIEW CORPORATION.

Before me *[Signature]*  
Notary Public

Essex, Vermont Town Clerk's Office, August 15, 1985 at 3 o'clock and 10 min. p.m.,  
received for record the instrument of which the foregoing is a true record.

Attest, *[Signature]*  
Town Clerk

SUFFOLK LANE  
HAMPSHIRE CT.  
DEVON HILL CT.

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of

-----TEN AND MORE----- Dollars  
paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do

freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return to: State Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 1005577  
Signed [Signature], Clerk  
Date 10/11/79

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Howard H. and Margaret S. Farnsworth, recorded in Volume 77, Page 211 of the Land Records of the Town of Essex, and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus parallel with a southerly extension of the easterly sideline of Lot 3 and a northerly extension of the easterly sideline of Lot 35, and thence from such temporary terminus to a temporary terminus in a northerly extension of the east line of Lot 57, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded in Volume , Page 134 of the Land Records of the Town of Essex;

- (b) that portion of the roadway known as Hampshire Court, commencing at its northerly intersection with Suffolk Lane and having a temporary southerly terminus in a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan;
- (c) all of the roadway known as Devon Hill Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan. The easement is 25 feet in width for a portion of its length, and as to such portion, the centerline shall be the common boundary between Lots 57 and 56, and Lots 38 and 37. The easement is 12.5 feet in width for a portion of its length, and as to such portion, is the 12.5 feet most westerly and southerly of lands comprising Lot 39. Not included is the portion of the easement located on Lot 40 and within open area No. 4. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

MONDA2 CHL01 070786

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantee

TOWN OF ESSEX, and its successors

heirs and assigns, to their own use and behoof forever;

And the said Grantor

SOUTHVIEW CORPORATION

for itself and its heirs,  
executors and administrators, do covenant with the said Grantee

TOWN OF ESSEX, and its successors

heirs and assigns, that until the ensembling of these presents it is  
the sole owner of the premises, and have good right and title to convey the  
same in manner aforesaid, that they are Free from every encumbrance;  
except as above set forth; and it

hereby engage to **Warrant and Defend** the same against all lawful claims whatever,

In Witness Whereof, it hereunto set its hand and seal this 25 day of July A. D. 19 86

In Presence of  
*[Handwritten signature]*

SOUTHVIEW CORPORATION

BY *[Handwritten signature]*  
Nile A. Duppsstadt, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 25 day of July A. D. 19 86

NILE A. DUPPSTADT, President and duly authorized agent of SOUTHVIEW CORPORATION

personally appeared, and he *[Handwritten signature]* acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, an the free act and deed of SOUTHVIEW CORPORATION Before me \_\_\_\_\_

Notary Public

Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 10 minutes a.m. received for record the instrument of which the foregoing is a true record.

Attest, *[Handwritten signature]*  
Town Clerk

MONDA2 CHL01 070786; CHL02 070886

IRREVOCABLE OFFER OF DEDICATION

Agreement made this 29<sup>th</sup> day of July, 1986, between Southview Corporation, a Vermont corporation (the "Owner") and the Town of Essex (the "Town").

WITNESSETH:

WHEREAS, in connection with the approval by the Town of the residential development to be known as Shillingford Crossing, the Town has requested easements for storm drainage and dedication of roads; and

WHEREAS, the Owner is willing to provide such easements; and

WHEREAS, the above-described easements and roads are to be dedicated to the Town free and clear of all encumbrances; and

WHEREAS, the Owner has delivered a warranty deed to the Town for the matters above described;

NOW, THEREFORE, in consideration of the sum of One Dollar in lawful money paid by the Town to the Owner and other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owner herewith delivers to the Town a warranty deed for the matters described in Exhibit A attached hereto, said delivery being a formal offer of dedication to the Town to be held by the Town until the acceptance or rejection of such offer of dedication by the Selectmen of the Town.
2. The Owner agrees that said formal offer of dedication is irrevocable and can be accepted by the Town at any time.
3. This irrevocable offer of dedication shall run with the land and shall be binding upon all assignees, grantees, successors and/or heirs of the Owner.

WITNESSETH:

*N. Alan N. Pappas*  
*Thomas J. ...*  
*David H. ...*

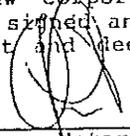
SOUTHVIEW CORPORATION  
 BY *Nile A. Dupstadt*  
 Nile A. Dupstadt, President

TOWN OF ESSEX  
 BY *David Y. Boas*  
 Duly Authorized Agent

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 25 day of July, 1986, personally appeared Nile A. Dupstadt, president and duly authorized agent of Southview Corporation, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of Southview Corporation.

Before me

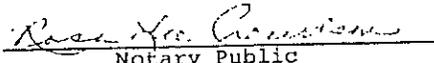


Notary Public

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Essex Junction in said County and State on this 29<sup>th</sup> day of July, 1986, personally appeared David Beebe, duly authorized agent of the Town of Essex, and he acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of the Town of Essex.

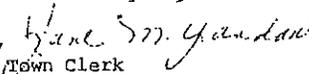
Before me



Notary Public

Comm Exp 2/1/87

Essex, Vermont Town Clerk's Office, July 29, 1986 at 10 o'clock and 15 minutes a.m., received for record the instrument of which the foregoing is a true record.

Attest,   
Town Clerk

SUFFOLK LANE  
HAMPSHIRE CT  
DARTMOUTH CT

# Know all Men by these Presents

That SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington in the County of Chittenden  
and State of Vermont Grantor, in the consideration of  
-----TEN AND MORE----- Dollars

paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

Vermont Property Transfer Tax  
22 V.S.A. Chap. 211  
-ACKNOWLEDGMENT-  
Return for d. Tax and Esso of Jc. 4th 1st, Rec'd.  
M. Land Use & Development Dept. and C. H. Rec'd.  
Return No. A 777687  
Signed Paul M. Jordan Clerk  
Date May 21, 1987

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Harold H. Farnsworth, Margaret S. Farnsworth and Harold S. Farnsworth, recorded in Volume 79, Page 211 of the Land Records of the Town of Essex; and may be a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated November 1, 1967, of Bernard F. Deutch, recorded in Volume 79, Page 281 of the Land Records of the Town of Essex; and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its temporary southerly terminus in a northerly extension of the east line of Lot 57, and thence from such temporary terminus in a northerly direction to the south sideline of Pinecrest Drive, all as shown and depicted on a plan entitled
- Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"
- dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded as Slide 156 of the Map Records of the Town of Essex;
- (b) the remaining portion of the roadway known as Hampshire Court lying southerly of the temporary southerly terminus identified as a line connecting the southwest corner of Lot 57 with the southeast corner of Lot 37, as shown on said plan, including the cul-de-sac;
- (c) all of the roadway known as Dartmoor Court, as shown on said plan;
- (d) being an easement for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located in Lots 40, 58 and 59 and Open Spaces No. 2 and No. 4 as depicted and shown on the aforementioned plan. The easement is 12.5 feet in width along the easterly boundary of Lot 40 and is in two segments in Open Space No. 4, of 25 feet wide and a larger width adjacent to Lot 39. The easement is the 12.5 feet next westerly of Lot 59, 12.5 feet next easterly of Lot 58 and runs in a general southwest-northeast direction in a width of 25 feet. The easement is 25 feet in width in Open Space No. 2. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the

Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns;

- (e) those parcels identified as Open Spaces No. 1, 3 and 5, as shown on said plan, subject to rights and easements previously reserved and granted; and
- (f) a right of way for vehicular use, but only if accepted as a public street and in any event for pedestrian use, commencing at the southerly end of the cul-de-sac of Dartmoor Court, and extending southerly therefrom; said right of way is bounded on the west by Lot 43, Open Space No. 3 and lands now or formerly of Ziemer; and on the east by Lots 44, Open Space No. 5 and lands now or formerly of Speer.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

To have and to hold *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, to their own use and behoof forever;*

And *the said Grantor*

SOUTHVIEW CORPORATION

*for itself and its heirs,*

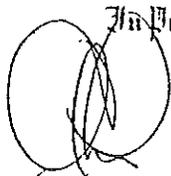
*executors and administrators, do covenant with the said Grantee*

TOWN OF ESSEX, and its successors

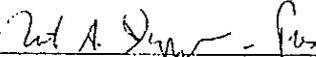
*heirs and assigns, that until the ensembling of these presents it is the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from every encumbrance; except as above set forth; and it*

hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

In Witness Whereof, it hereunto set its hand and seal  
this 15<sup>th</sup> day of April A. D. 19 87

In Presence of  
  
i/s Notary Public

SOUTHVIEW CORPORATION

BY  Nile A. Dupstadt, President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 15<sup>th</sup> day of April A. D. 19 87

NILE A. DUPPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, and  
the free act and deed of SOUTHVIEW CORPORATION.  
Before me \_\_\_\_\_

Notary Public

Essex, Vermont Town Clerk's Office, May 21, 1987 at 10 o'clock and 15 minutes a.m.,  
received for record the instrument of which the foregoing is a true record.

Attest:   
Town Clerk

# Know all Men by these Presents

**That** SOUTHVIEW CORPORATION, a Vermont corporation having a principal place of business in

of South Burlington <sup>in the County of</sup> Chittenden  
and State of Vermont Grantor , in the consideration of

-----TEN AND MORE----- Dollars  
paid to its full satisfaction by

TOWN OF ESSEX, a Vermont municipality having a principal place of business

of in Essex Junction <sup>in the County of</sup> Chittenden  
and State of Vermont Grantee , by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee

TOWN OF ESSEX, a Vermont municipality

and its heirs and assigns forever, a  
certain piece of land in Essex Junction in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

See Exhibit A

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd.--Tax Paid--Board of Health Cert. Rec'd.--  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. A 735889  
Signed Rosa Lee Gessillon Clerk  
Date August 15, 1985

MONDA2 CHL01 072285; CHL02 072485; CHL03 073085

Exhibit A

Being a portion of the lands and premises conveyed to Southview Corporation pursuant to a warranty deed, dated October 26, 1967, of Howard H., Margaret S., and Harold S. Farnsworth recorded in Volume 79, Page 211 of the Land Records of the Town of Essex, and being more particularly described as follows:

- (a) that portion of the roadway known as Suffolk Lane, commencing at its westerly intersection with the southerly sideline of Pinecrest Drive and having a temporary southerly terminus parallel with a southerly extension of the easterly sideline of Lot 3 and a northerly extension of the easterly sideline of Lot 35, all as shown and depicted on a plan entitled

Shillingford Crossing  
Plat Showing Subdivision of Property  
of  
"Southview Corporation"

dated May 1985, prepared by Fitzpatrick-Llewellyn Incorporated, and recorded in Map Slide 156 of the Land Records of the Town of Essex;

- (b) being all of the roadway known as Southdown Court, as shown on said plan;
- (c) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located, as depicted and shown on the aforementioned plan, the centerline of which shall be located in the center of said easement on Lots 1 and 2, in the easterly boundary of Lot 3, an extension of the easterly line of Lot 3 in a southerly direction across Suffolk Lane, the easterly sideline of Lot 35, to the intersection of Lot 35 with Open Space No. 4. Included herewith is a right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary to the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns;
- (d) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which

MONDA2 CHL01 072285; CHL02 072485; CHL03 073085

shall be the common boundary between Lots 12, 11, 10 and 9 on the easterly portion and lots 13, 14, 15 and 16 on the westerly portion from the northerly sideline of Southdown Court to the southerly sideline of Pinecrest Drive. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.

- (e) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which shall be the common boundary between Lots 21, 20, 19 and 18 on the easterly portion and Lots 22, 23 and 24 on the westerly portion from the northerly sideline of Southdown Court to the southerly sideline of Open Space area 1. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.
- (f) being an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of storm drainage lines, swales and piping, to be located as depicted and shown on the aforementioned plan, the centerline of which shall be the common boundary between Lots 30 and 31, commencing in the northerly sideline of Southdown Court to the rear or southerly lines of Lots 30 and 31. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns.
- (g) an easement, 25 feet in width, for the installation, construction, operation, repair, maintenance and replacement of an underground sanitary sewer line, the centerline of said easement to be in the common boundary of Lots 27 and 28 as shown on the aforementioned plan, in the southerly or rear line of

MONDA2 CHL01 072285; CHL02 072485; CHL03 073085

Lot 27 as shown on the aforementioned plan and terminating in the easterly end of the common boundary of lands now or formerly of Hendrix and Fay; together with an easement, in such locations, for pedestrian use only, on the surface thereof. Included herewith is the right to enter on the lands of the Grantor, its successors and assigns, for such purposes, provided that such entry shall be reasonably necessary for the purposes hereof and that any such premises will be restored by the Grantee, its successors and assigns, to its condition prior to entry at no cost to the Grantor or its successors and assigns. Said easement is located on Lots 27 and 28 and in Open Space areas 1 and 2 and in the area identified as "storm drainage" easement as shown on the aforementioned plan. The Grantor hereby reserves, for itself and its successors and assigns, a right to install, construct, operate, repair, maintain and replace an electric line, at no cost to the Grantee, or its successors and assigns.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

**To have and to hold** *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, to their own use and behoof forever;*

*And the said Grantor*

SOUTHVIEW CORPORATION

*for itself and its heirs, executors and administrators, do covenant with the said Grantee*

TOWN OF ESSEX, and its successors

*heirs and assigns, that until the ensealing of these presents it is the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are **Free from every encumbrance;** except as above set forth; and it*

hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever,

**In Witness Whereof,** it hereunto set its hand and seal  
this <sup>5<sup>th</sup></sup> ~~1<sup>st</sup>~~ <sup>NAD</sup> day of August A. D. 19 85

In Presence of  
*Michelle Kavea*

SOUTHVIEW CORPORATION  
BY *Nile A. Dupps* Pres.   
Nile A. Dupps, President

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_   
\_\_\_\_\_   
\_\_\_\_\_ 

State of Vermont, } ss. At <sup>NAD</sup> Burlington this  
CHITTENDEN County } <sup>5<sup>th</sup></sup> ~~1<sup>st</sup>~~ day of August A. D. 19 85

NILE A. DUPPSTADT, President and duly authorized agent of  
SOUTHVIEW CORPORATION

personally appeared, and he acknowledged this instrument, by  
him sealed and subscribed, to be his free act and deed, and  
the free act and deed of SOUTHVIEW CORPORATION.

Before me *[Signature]*  
Notary Public

Essex, Vermont Town Clerk's Office, August 15, 1985 at 3 o'clock and 10 min. p.m.,  
received for record the instrument of which the foregoing is a true record.

Attest, *Jane M. Yandaw*  
Town Clerk

## MS4 Incorporation Form for State Issued Stormwater Permits

Please complete this form for each previously issued state stormwater permit that the MS4 plans to incorporate into the MS4 authorization. The stormwater management practices associated with the permit listed below shall be listed in the MS4's Stormwater Management Program (SWMP) under Minimum Control Measure 5, Post-Construction Stormwater Management.

1. Stormwater System Name: Pearl Street Park
2. Location: Essex Junction, VT
3. Stormwater Permit Number: 2-1045
4. Current Permit Status: (Issued, Expired, Title 3) Expired
5. Narrative Describing the Stormwater System:  
Overland flow across grassed or vegetated terrain  
\_\_\_\_\_  
\_\_\_\_\_
6. Current Compliance Status:
  - Compliant with previously issued state permit
  - Planned compliance within 24 mos; Estimated Compliance Date: \_\_\_\_\_
  - Not constructed – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
  - Substantially deteriorated – plan for construction as part of FRP; Estimated construction schedule: \_\_\_\_\_
7. Plans (for expired permits, list plan numbers and attach):  
Pinkham Engineering Associates site plan –  
Dated 08/01/85
8. Proof of Legal Responsibility (list and attach):  
Deed for Pearl Street Park

EXISTING	PROPOSED

NOTE:  
GRADE PARKING  
LOT TO DRAIN.

NOTE:  
REGRADE EXISTING SWALES  
WHERE REQUIRED TO ELIMINATE  
DRAINAGE OVER PATH OR AS  
DIRECTED BY ENGINEER.

ALL STREAMBANK AREAS  
TO BE PROTECTED DURING  
CONSTRUCTION WITH SILT  
FENCES.

- NOTES
- All disturbed areas to be restored with topsoil (min. depth 4"), fertilized, limed, seeded & mulched in accordance with the specifications.
  - Waterlines to be of uniform positive slope at a minimum depth of 5 feet.
  - Water meter on Warner Ave. line to be provided by the Village of Essex Junction.
  - Waterline tap and installation within Warner Avenue R.O.W. limits, including excavation, patchings, etc. to be performed by Village of Essex Junction.
  - Waterline from Warner Avenue to be located by engineer.
  - Work related to installation of conduit at Route 15 to be coordinated with Green Mountain Power Corp.
  - Work in the U-turn and Route 15 area to be coordinated with the Vermont A.O.T. pertaining to signage, traffic control, schedules, night or weekend close up warnings, or other restrictions.
  - Sign describing archaeological dig and display will be designed and installed in cooperation with the Town of Essex and the State of Vermont Division of Historic Preservation, and the archaeological consultants on this project.



PLANT LIST

KEY	QUAN.	SCIENTIFIC NAME	COMMON NAME	SIZE	MISC.
C.S.	9	CORNUS STOLONIFERA	RED-OSIER DOGWOOD	24-30"	B5B
S.B.	3	SALIX BABYLONICA	weeping willow	2-24" c.	B5B
T.M.	6	TAXUS MEDIA DENSIFORMIS	DENSE SPREADING YEW	18-24"	B5B
T.O.	2	THUJA OCCIDENTALIS	DARK AMERICAN ARBORVITAE	5-6'	B5A

GRASS SEED MIX  
SEED MIX TO BE L.D. OLIVER SEED COMPANY "CONSERVATION MIX" OR EQUIVALENT TO CONSIST OF THE FOLLOWING SEED:  
35% CREEPING RED FESCUE  
20% OREGA II PERENNIAL RYE  
15% ANNUAL RYE  
10% KENTUCKY BLUEGRASS  
6% WHITE CLOVER  
6% HIGHLAND BENTGRASS  
SEED AT 5 LBS./1,000 S.F. MINIMUM.  
AFTER SEEDING WITH CONSERVATION MIX OR EQUIVALENT, USE ANNUAL RYE AT RIGHT ANGLES TO CONSERVATION MIX AT A RATE OF 4 LBS./1,000 S.F. MINIMUM.

REV. 7-15-88-REVISED FOR CONSTRUCTION

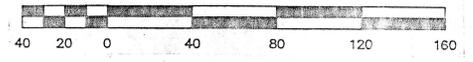
SURVEY: \_\_\_\_\_  
CALCULATED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
DESIGN: NK  
DRAWN: NK  
TRACED: \_\_\_\_\_  
APPROVED: WMK  
DATE: 5/21/08  
SCALE: 1"=40'

PROJ. NO. 5999

SHEET 1 OF 2

**SITE PLAN - PHASE II**  
**PEARL STREET PARK**  
ESSEX, VERMONT

PERI ENGINEERING ASSOCIATES, INC.  
Village Building 401 Pine St. Burlington, Vermont 05401



# Know all Men by these Presents

That HAZEL SIEGRIEST

of Milton in the County of Chittenden  
and State of Vermont Grantor, in the consideration of  
-----TEN AND MORE-----Dollars  
paid to her full satisfaction by the Town of Essex

of Essex in the County of Chittenden  
and State of Vermont Grantee, by these presents, do  
freely Give, Grant, Sell, Convey and Confirm unto the said Grantee  
the Town of Essex

and its heirs and assigns forever, a  
certain piece of land in the Town of Essex in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

A parcel of land containing 13 acres, more or less, with all buildings thereon situated, located on the northerly side of Pearl Street. Said land lying partially within the Town of Essex and partially within the Village of Essex Junction.

All and the same land and premises conveyed to George Siegriest by Quit Claim Deed of Charles Siegriest, dated March 13, 1951 as recorded in Volume 50 at Page 418 of the Town of Essex Land Records excepting a parcel of land containing 0.7 acres together with slope rights and drainage rights condemned by the State Highway Board by Order dated April 30, 1962 as recorded in Volume 66 at Pages 1-19 of said land records. Also being all and the same land and premises (less the 0.7 acres condemned by the State Highway Board) as set forth in a Decree of Distribution of the Estate of George Siegriest issued by the Chittenden Probate Court dated August 31, 1960 and recorded in Volume 183, Pages 155-157 of the Essex Land Records. Also being the same land and premises as quit claimed to Hazel Siegriest by Quit Claim Deed of Donald and George Siegriest dated November 16, 1980 and recorded in Volume 157, Page 533-4 of the Essex Land Records.

Included herewith is all of the Grantor's interest in a Stipulation with the Vermont Highway Board providing for an easement for a two-way street left or northeasterly of Station 175 plus 50 for access. The Stipulation is dated January 20, 1964 and is recorded in Volume 69, Page 339 of the Essex Land Records.

Further reference is made to a survey by Pinkham Engineering Associates, Inc. entitled "Essex Town Park" and dated September 25, 1984, in further aid of this description. Said description is recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_ of the Essex Land Records. No warranty is made of the lines set forth in said survey.

Reference is hereby made to the above-mentioned deeds, decree and survey, and their records, and to the deeds therein referred to and their records, in further aid of this description.

Taxes to be pro-rated as of the date of this transfer.

**To have and to hold** *said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, the Town of Essex*

*its heirs and assigns, to their own use and behoof forever;*

*And the said Grantor* HAZEL SIEGRIEST

*for herself and her heirs,*

*executors and administrators, does covenant with the said Grantee*

*the Town of Essex*

*its heirs and assigns, that until the ensembling of these presents it*

*the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are **Free from every encumbrance;***

*except as above stated.*

hereby engage to **Warrant and Defend** the same against all lawful claims  
whatever, except as above stated.

**In Witness Whereof,** she hereunto sets her hand and seal  
this 22nd day of October A. D. 19 84.

In Presence of

*Donald S. Rubin*  
*Robert [Signature]*

*Hazel Siegriest*  
HAZEL SIEGRIEST 

\_\_\_\_\_ 

\_\_\_\_\_ 

\_\_\_\_\_ 

\_\_\_\_\_ 

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
**ACKNOWLEDGMENT**  
Return Rec'd.-Tax Paid-Board of Health Cert. Rec'd.  
Vt. Land Use & Development Plans Act. Cert. Rec'd.  
Return No. A685938  
Signed [Signature] Clerk  
Date October 25, 1984

State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 22nd day of October A. D. 19 84

Hazel Siegriest

personally appeared, and she acknowledged this instrument, by  
her sealed and subscribed, to be her free act and deed.

Before me Donald S. Rubin

NOTARY PUBLIC

Essex, Vermont Town Clerk's Office, October 25, 1984 at 10 o'clock and 15 minutes  
a.m, received for record the instrument of which the foregoing is a true record.

Attest. Jane M. Yandaw  
Town Clerk