

ZONING BOARD OF ADJUSTMENT - APPLICATION

TOWN OF CHARLOTTE

Planning & Zoning
P.O. Box 119
169 Ferry Road
Charlotte, VT 05445
Phone: 802-425-3533
Fax: 802-425-4241

Office Use Only #ZBA-15-04

Date Received:

artandcindy@awcurtis.com

Note: Decisions of the Zoning Board of Adjustment may be appealed to the Vermont Environmental Court within 30 days of the date of the Board's written decision. Zoning Permits will not be issued so as to become effective prior to the end of that appeal period.

E-Mail: Gloria@townofcharlotte.com

Hearing Date: _____

Receipt # 9520 Application Fee \$500 Appeal Fee \$500 _____ Telecommunications Facilities Fee \$2,000 _____

*APPLICANT/REPRESENTATIVE (if different from owner)

Name STEPHEN ROSE Name _____
Address P O BOX 22 Address _____
CHARLOTTE VT 05445
Phone (808) 386 3644 Phone _____

*Representative must submit a letter from the owner of the property authorizing him/her to represent them for permits, hearings, etc.

Map 40 Block 50 Lot 8-1 Parcel ID # 00024-0690 Thompsons Point Lot # 123
Property address 690 North Shore Rd
Zoning District S4M Lot size 0.35 ^{acres} Lot frontage _____ % of Lot coverage (building) 5.9 (overall) 5.95 Building height _____
Existing front yard setback 25 Existing side yard setbacks 1. 25 2. 45 Existing rear yard setback _____

This application references Zoning Bylaw section(s) _____
 Plot Plan (a plot plan must be submitted showing the lot, existing structures and setbacks, easements, right-of-ways on or abutting the lot, septic primary and replacement areas, well, streams and any other information significant to this application) Submittals no larger than 11" x 17". All measurements must be accurate.
 Use attached sheet to list all abutting property owners. Include those across any street, private road or right-of-way.
 Applicant will be required to notify adjoining property owners, by certified mail or certificate of service, after a hearing date has been set.
 Submit (1) original and (5) copies of complete application.

Application is for: (please check all that apply)
Conditional Use: Variance: _____ Thompson's Point Seasonal Dist: _____ Appeal: _____ Other: describe) _____
Describe your request: (When appropriate, make reference to attached documents, letters, photographs, etc.)
New stairs (see attached)
AUG 10 2015
CHARLOTTE PLANNING & ZONING

APPLICATION MUST BE RECEIVED AT LEAST 23 DAYS PRIOR TO THE HEARING DATE.
BE SURE TO COMPLETE ALL SECTIONS OF THE NECESSARY FORMS AND ATTACHMENTS. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.
Signature of applicant(s) [Signature] trustee Date 10 Aug 15

Cynthia Curtis
2200 The Oaks Blvd.
Kissimmee, Florida 34746

(407) 412-0330
(407) 738-0807 (cell)

eMail: artandcindy@awcurtis.com

August 6, 2015

Re: Application for additional stairs to cabin
690 North Shore Road

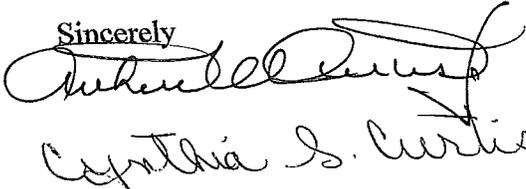
Zoning Board of Adjustment
159 Ferry Road
Charlotte, VT 05445

Members of the Board

This letter is to authorize Stephen Rose of Charlotte to represent us for all hearings and permit applications. His address is;

- Stephen Rose
- P,O Box 22
- Charlotte, VT 05445
- stephen.rose999@gmail.com

Thank you

Sincerely

Cynthia S. Curtis

Arthur and Cynthia Curtis

Cynthia Curtis
2200 The Oaks Blvd.
Kissimmee, Florida 34746

(407) 412-0330
(407) 738-0807 (cell)

eMail:

artandcindy@awcurtis.com

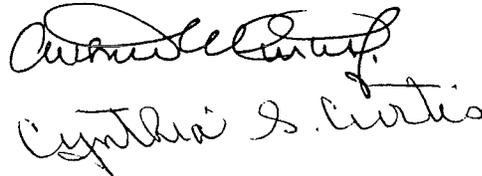
August 6, 2015

Re: Application for additional stairs to cabin
690 North Shore Road

Description of stairs on path to cabin

We propose additional stairs from the road to our cabin. The existing stairs will be extended up the hill close to the road and down the hill to the cabin. Construction will be of pressure treated wood to match the existing stairs. They will be 41 inches wide with rails, and 57 feet total length for a total of 197 square feet. Each stair board will be separated by $\frac{1}{4}$ inch to disburse the rain water runoff on to the existing path. The new stairs will be located on the same hard packed foot path that has been used for 86 years. The existing path has worn down and has become a safety hazard because of roots, rocks and the sewer line as shown on the attached photographs.

Sincerely

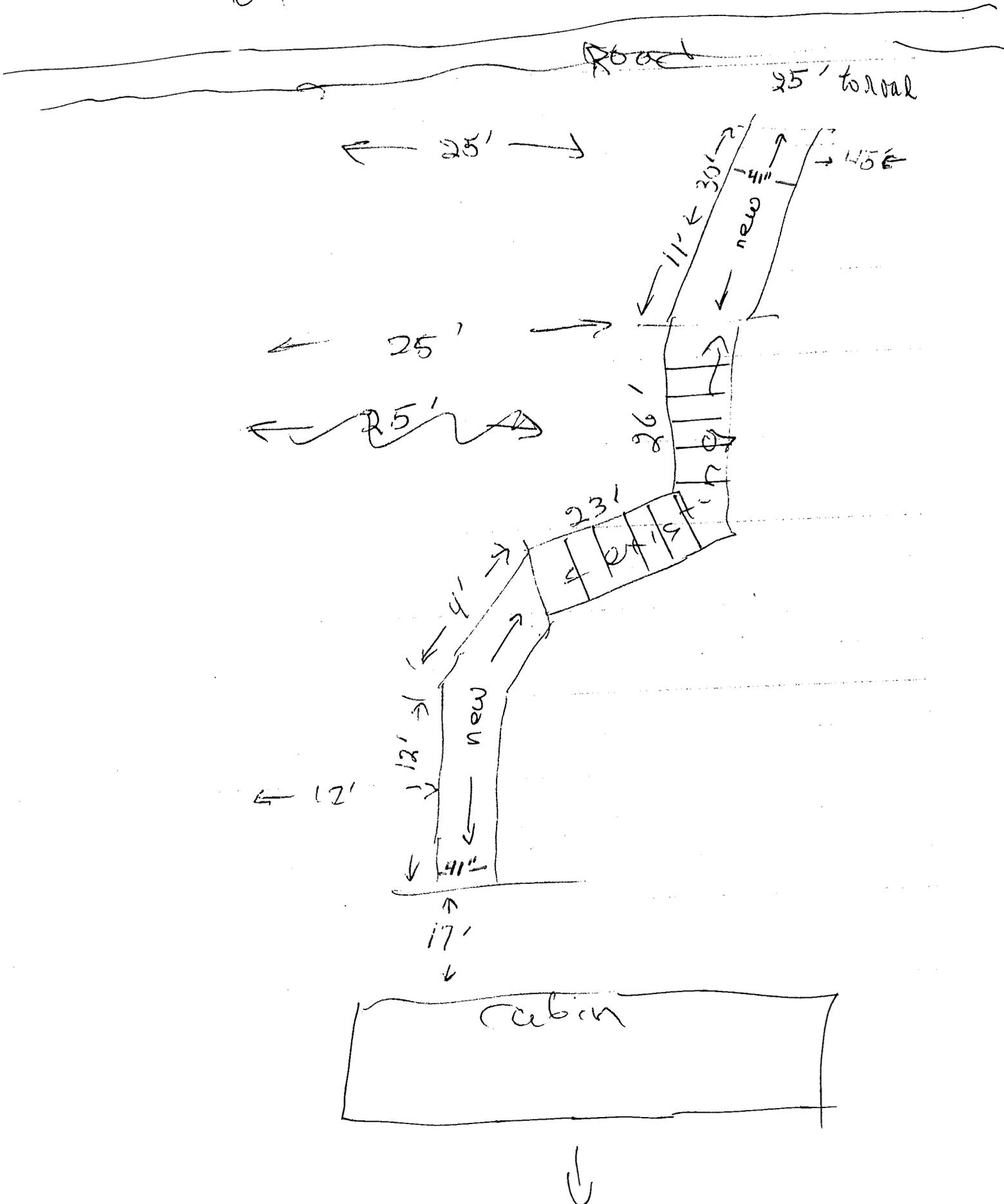


Cynthia S. Curtis

Arthur and Cynthia Curtis

Attached: stair photographs
 hazards
 lot diagram

690 North Shore Road



Information available from Town Lister and Tax Map.

Name _____ Address <u>Donald Harrington</u> <u>700 Wetherill Lane</u> <u>Richmond VT 05447</u> Parcel # Map _____ Block _____ Lot _____	Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____
Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____	Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____
Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____	Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____
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Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____	Name _____ Address _____ Parcel # Map _____ Block _____ Lot _____

Section 5.4 Conditional Use Review

(A) **Applicability.** Any use or structure requiring conditional use approval shall not be issued a zoning permit by the Zoning Administrator until the Board of Adjustment grants such approval in accordance with the Act [§4414(3)], and the following standards and procedures.

(B) **Review Process.** Upon determination that an application is complete, a public hearing will be warned in accordance with Section 9.9(C). In accordance with the Act [§4464(b)] and Section 9.9(E), the Board shall act to approve, approve with conditions, or disapprove on each matter of an application for conditional use review; and shall issue a written decision within 45 days of the date of the final public hearing to include findings, conditions of approval, and provisions for appeal to Environmental Court. Failure to act within the 45 day period shall be deemed approval, effective on the 46th day.

(C) **General Standards.** In accordance with the Act [§4414(3)], the Board shall determine that the proposed conditional use shall not result in an undue adverse effect on any of the following:

- (1) **The capacity of existing or planned community facilities and services.** The Board shall consider the demand for community facilities and services that will result from the proposed development in relation to the existing and planned capacity of such services and facilities, and the adopted municipal capital budget and program currently in effect. The Board may request information or testimony from appropriate local officials to help evaluate potential project impacts on existing and proposed community facilities and services. Conditions may be imposed regarding the provision of services and facilities, and/or the timing and phasing of development in relation to anticipated municipal capital expenditures or improvements, to minimize any adverse impacts to community facilities and services.

not applicable

- (2) **Character of the area affected.** The Board shall consider the design, location, scale, and intensity of the proposed development in relation to the character of adjoining and other properties likely to be affected by the proposed use. Conditions may be imposed as appropriate to ensure that the proposed development is compatible with the character of the area, as defined by zoning district purpose statements, and specifically stated policies and standards of the municipal plan. Conditions may be imposed as necessary to eliminate or mitigate adverse impacts, including but not limited to conditions on the design, scale, intensity or operation of the proposed use.

Proposed entrance pair stairs are of similar construction and character with all nearby properties

- (3) **Traffic on roads and highways in the vicinity.** The Board shall consider the potential impact of traffic generated by the proposed development on the capacity, safety, efficiency, and maintenance of roads, highways, intersections, and bridges in the vicinity. A traffic impact assessment may be required. Conditions may be imposed as necessary to ensure that a proposed development will not result in unsafe conditions for pedestrians or motorists, including but not limited to physical improvements on or off site, or the use of accepted traffic management strategies.

not applicable

- (4) **Bylaws in effect.** The Board shall determine whether the proposed development conforms to other municipal bylaws and ordinances currently in effect, including but not limited to road, water or wastewater ordinances. The Board shall not approve a proposed development that does not meet the requirements of other bylaws and ordinances in effect at the time of application.

Table 2.7

- (5) **The use of renewable energy resources.** The Board will consider whether the proposed development will interfere with the sustainable use of renewable energy resources by either diminishing their future availability on the subject parcel, or by interfering with neighboring property owners' access to such resources (e.g., for solar or wind power). Conditions may be imposed as appropriate to ensure access to and the long-term availability of renewable energy resources.

not ap

- (D) **Specific Review Standards.** In addition to general standards under subsection 5.4(C), the Board may also consider the following and impose conditions as appropriate to reduce or mitigate the adverse impacts of a proposed development:

- (1) **Conformance with the Town Plan.** Whether applications conform to policies and objectives of the *Charlotte Town Plan*, and do not adversely affect significant natural, cultural or scenic features identified in the town plan, including natural areas, wildlife habitat, productive forests and farmland, surface waters, wetlands, water supplies and aquifers, historic sites, and scenic views or vistas in the vicinity of the proposed development.

not ap

- (2) **Additional Restrictions.** All conditional uses shall comply with the dimensional, density, siting and associated standards for the district(s) in which the use or development is located, including overlay districts, however the Board may require increased setbacks and buffers, or reduced lot coverage or densities of development to avoid or mitigate adverse impacts to adjoining properties or significant natural, cultural or scenic features in the vicinity of the site.

- (3) **Performance Standards.** The Board shall consider whether the proposed development will meet applicable performance standards under Section 3.1A, and may impose conditions on the installation, operation, storage or maintenance of devices or materials necessary to meet these standards. In determining appropriate performance standards, the Board may consult with state officials, and consider accepted industry standards. In addition, the Board may limit hours of operation so that the use shall be consistent with the character of the area. Evening or night operations shall be permitted only if noise levels, lighting and traffic will not unreasonably interfere with surrounding uses.

Section 3.12

Performance Standards

(A) The following performance standards must be met and maintained for uses in all districts, except for agriculture and forestry, as measured at the property line. In determining compliance, the burden of proof shall fall on the applicant. The Town or a complainant shall be required to provide reasonable proof if challenging compliance after a permit has been issued. The Planning Commission or Board of Adjustment may require periodic reporting as a permit condition to confirm ongoing compliance. No use, under normal conditions, shall cause or result in:

- (1) noise in excess of 70 decibels, or which otherwise represents a significant increase in noise levels in the vicinity of the use so as to be incompatible with the surrounding area; or within the Commercial/ Light Industrial District, noise in excess of 75 decibels;

No noise will result from use of stairs

- (2) clearly apparent vibration which, when transmitted through the ground, is discernable at property lines without the aid of instruments;

No vibrations shall result from stairs

- (3) smoke, dust, noxious gases, or other forms of air pollution which constitute a nuisance or threat to neighboring landowners, businesses or residents; which endanger or adversely affect public health, safety or welfare; which cause damage to property or vegetation; or which are offensive and uncharacteristic of the affected area;

Not applicable

- (4) releases of heat, cold, moisture, mist, fog or condensation which are detrimental to neighboring properties and uses, or the public health, safety, and welfare;

Not applicable

- (5) electromagnetic disturbances or electronic transmissions or signals which will repeatedly and substantially interfere with the reception of radio, television, or other electronic signals, or which are otherwise detrimental to public health, safety and welfare, except from facilities which are specifically licensed and regulated through the Federal Communications Commission (FCC).

Not applicable

- (6) glare, lumen, light or reflection which constitutes a nuisance to other property owners or tenants, which impairs the vision of motor vehicle operators, or which is otherwise detrimental to public health safety and welfare;

No new lights shall be installed

- (7) liquid or solid waste or refuse which cannot be disposed of by available methods without undue burden to municipal or public disposal facilities, which pollutes surface or ground waters, or which is otherwise detrimental to public health, safety and welfare; or

not applicable. No waste will result from use of these stores

- (8) undue fire, safety, explosive, radioactive emission or other hazard which endangers the public, public facilities, or neighboring properties, or which results in a significantly increased burden on municipal facilities and services.

There shall be no hazards of any kind

TABLE 2.7 SHORELAND SEASONAL HOME MANAGEMENT DISTRICT (SHM)

(A) Purpose. The purposes of the Shoreland Seasonal Home Management District are (1) to protect and preserve, for seasonal residential use only, those areas of Thompson's Point that have been historically developed for seasonal residential use and have remained essentially unchanged over the years; (2) to protect the unique historic and physical character of these areas; (3) to protect the scenic beauty of the shoreland and lake, as viewed from the lakeshore and the water; (4) to protect the environmental quality of the area and the lake, and (5) to allow for development which does not adversely affect the town's natural and scenic resources or properties and uses in the vicinity, and is compatible with the rural character of the town as expressed in the *Charlotte Town Plan*.

(B) Allowed By Right (No permit needed)

1. Agriculture [see Section 9.2]
2. Forestry [see Section 9.2]

(C) Permitted Uses

1. Dwelling/Seasonal (pre-existing only)

(D) Conditional Uses

1. Accessory Structure [see (F)(2)]
2. Municipal Facility [see (F)(3); Section 4.16]
3. Demolition of an existing structure or portion thereof [see (F)(9)]
4. Alteration of an existing structure [see (F)(7) and (F)(8)]
5. Replacement of an existing structure see (F)(9)]
6. Shoreline improvements [see (F)(11)]

(E) Dimensional Standards (unless otherwise specified by use type):

Minimum Lot (Leasehold) Area: NA [see F(1)]
 Minimum Frontage/Road: Existing
 Minimum Frontage/Shore: Existing
 Minimum Setback/Front: 50 feet (from ROW)
 Minimum Setback/Side: 50 feet
 Minimum Setback/Rear: 50 feet
 Minimum Setback/Shore: Existing (see (F)(8))

Maximum Height: (Section 3.5): Lesser of 30 ft or 2 stories
 Maximum Building Coverage: 7% [see (F)(7)]
 Maximum Lot Coverage: 10%

Subdivision: Not allowed
 PRDs: Not Allowed
 PUDs: Not Allowed

(F) District Standards:

- (1) For the purposes of these regulations, leaseholds shall be considered lots. No further subdivision of leaseholds, other than boundary adjustments that do not result in the creation of additional leaseholds, is allowed.

not applicable

(2) Accessory structures to allowed residential uses within this district are limited to one structure per leasehold (e.g., a utility shed) that does not exceed eight (8) feet in width, 12 feet in length, or 12 feet in height. Accessory dwellings of any type are specifically prohibited in this district.

not applicable

(3) Municipal facilities allowed within this district are limited to municipally owned and/or operated outdoor recreational facilities (parks, beaches, lake access, other outdoor facilities and associated accessory structures), and municipal water and wastewater systems.

(4) In addition to the provisions of Section 3.15, existing native woody vegetation between the shoreline and a structure shall be preserved and maintained. No existing or proposed use or activity shall result in soil erosion or adversely impact designated wildlife habitat areas. All trees on leased lots are owned by the Town, and permission from the Tree Warden shall be required for cutting or pruning within this district. Dead or storm damaged trees shall not be cut unless they are determined by the Tree Warden to be a hazard to structures or to public safety.

No alteration of ground surface

No tree trimming or cutting

(5) Ordinary maintenance and repair of an existing structure which does not alter its footprint, height, appearance or historic character does not require a zoning permit.

Not applicable

(6) No construction activity other than routine maintenance shall occur within this district between July 1 and Labor Day.

(7) The alteration or expansion of an existing principal structure may be approved by the Board of Adjustment subject to conditional use review under Section 5.4, provided that:

(a) the building footprint which is covered by a roof (including covered porches and decks) does not exceed seven percent (7%) of the area of the leasehold it occupies; and

Not applicable

(b) the alteration or expansion is not for the purpose of increasing occupancy; and

not applicable

(c) the applicant can demonstrate that all municipal and state regulations for sewage disposal are met for each structure altered or expanded including, where applicable, the Thompson's Point Wastewater System Sewer Ordinance.

not applicable

- (8) The alteration, expansion or repair of any structure shall not reduce the structure's existing setback distance from the shoreline (mean high water mark) as of the effective date of these regulations, nor increase the height of the structure so that it exceeds two (2) stories or 30 feet, whichever is less.

not applicable

- (9) Demolition and alterations, expansions or repairs that change the appearance, height, footprint or historic character of an existing structure are subject to conditional use under Section 5.4, design review under Subsection (G), and the requirements of Section 3.1. Historic structures damaged beyond repair may be replaced within the same footprint, subject to conditional use review under Sections 5.4, and design review under Subsection (G).

not applicable

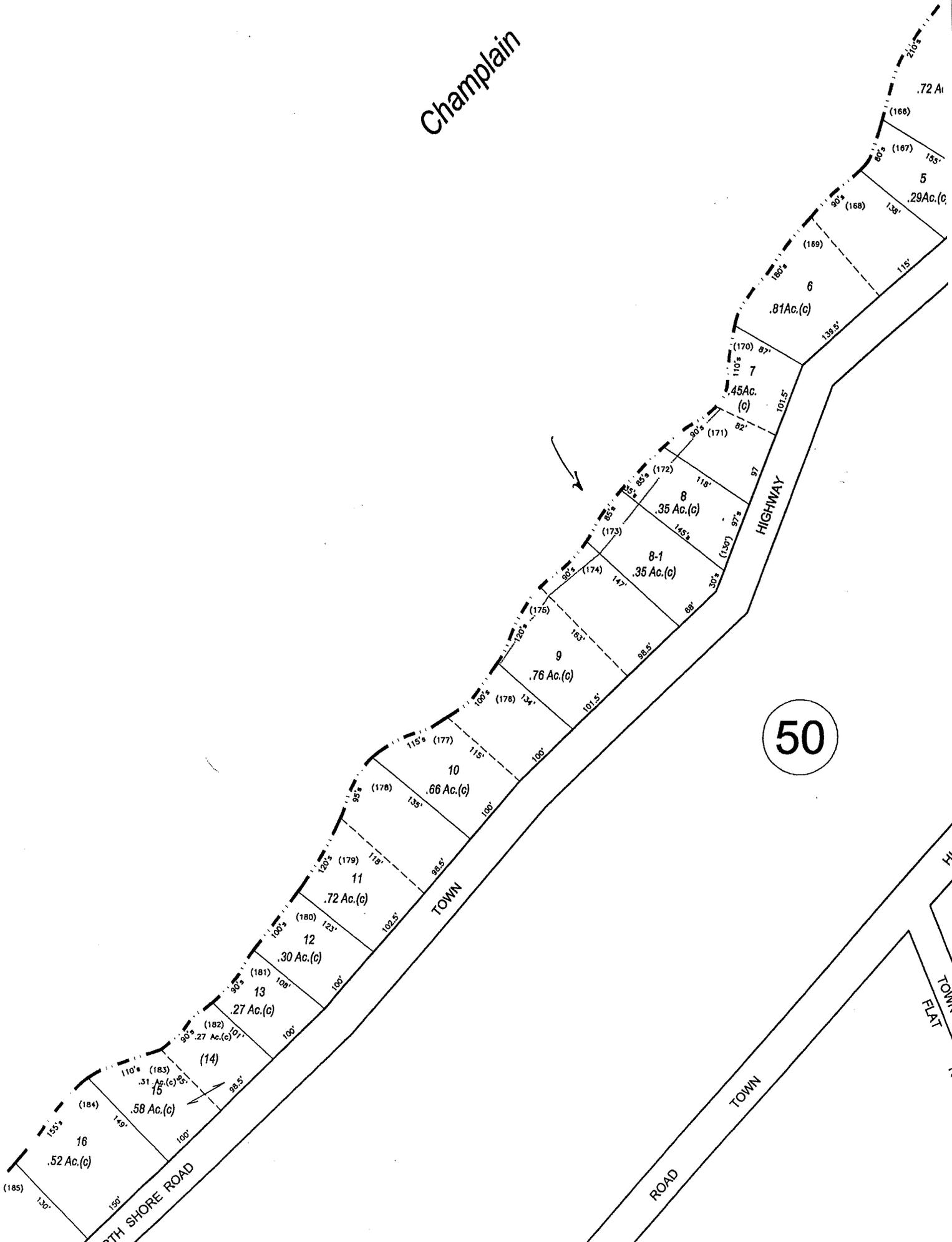
- (10) Temporary docks which are wooden or metal, used only for noncommercial purposes, are mounted on piles or floats, and removed at the end of each season do not require a zoning permit if the total (combined) length of all docks under single ownership does not exceed 50 feet (from Mean High Water), and the total (combined) area of all docks, including deck areas, does not exceed 500 square feet. No concrete, masonry, earth or rock fill, sheet piling, bulkheading, cribwork, or similar construction may form any part of the dock. Other types of docks shall be considered shoreline improvements.

not applicable

- (11) Shoreline improvements are exempted from shoreline setback requirements, but shall be sited and designed to avoid wetlands, designated wildlife habitat, and other sensitive shoreline features; shall minimize surface runoff, channelling and soil erosion; and shall avoid adverse impacts and obstructions to adjoining shoreland areas.

not applicable

Champlain



BUILDING SKETCH

Case No 00024-0690

Property Address 690 NORTH SHORE ROAD

State

Zip

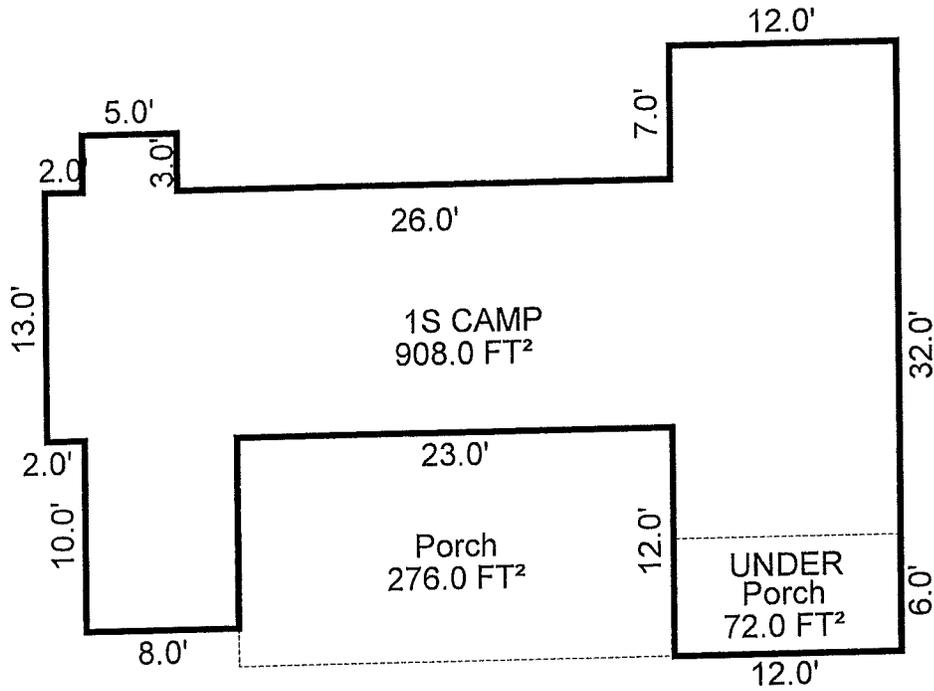
City

Borrower

Lender/Client

Appraiser Name Town of Charlotte

Appr Address



Scale: 1 = 10

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Size	Perimeter	Totals
GLA1	1S CAMP	1.00	908.00	180.0	908.00
P/P	Porch	1.00	72.00	36.0	
	Porch	1.00	276.00	70.0	348.00

LIVING AREA BREAKDOWN

Breakdown			Subtotals
1S CAMP			
12.0	x	32.0	384.00
3.0	x	5.0	15.00
13.0	x	33.0	429.00
8.0	x	10.0	80.00

TOTAL LIVABLE (rounded)

908

4 Areas Total (rounded)

908



Safety
Hazards on
existing
Path to cabin
(roots
rocks)



existing
stairs in
middle



upper
new
stairs

upper end
of stairs
→ to road

to
upper
new
stairs



Existing
stairs in
middle of
path

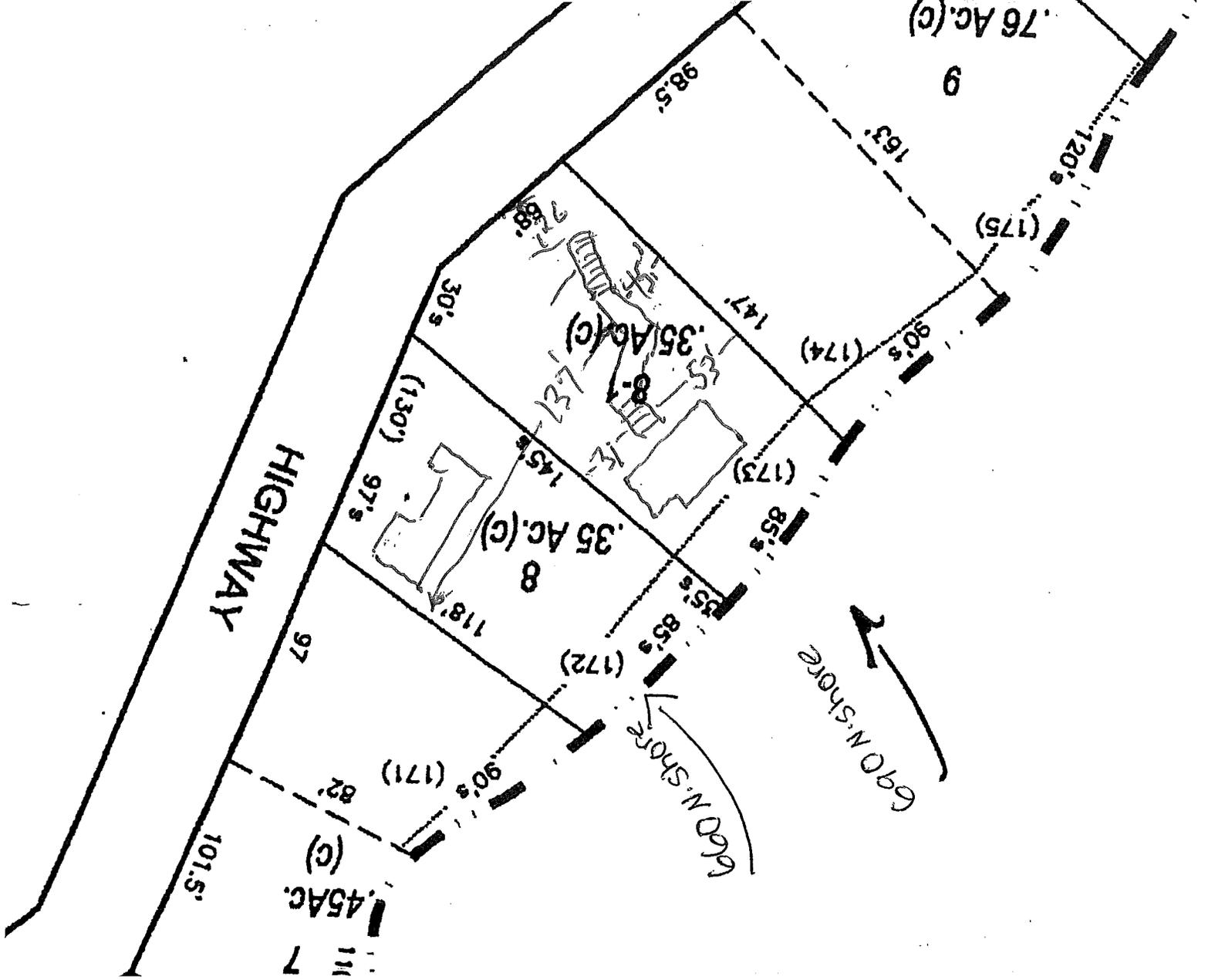
→ to lower
new stairs

Lower
new
stairs



lower end
of existing
stairs

↓ to cabin



690 North Shore Road
Lot Coverage and Building Lot coverage Calculations

Lot Size (0.35 Acres) = 15,246 Square Feet

Building Covered by a roof: 908 square feet

Covered Porch: 276 square feet

Building Lot Coverage: $1,184/15,246 \approx 7.5\%$

Proposed Stair Addition: ≈ 197 Square Feet

Existing Stairs: ≈ 140 Square Feet

Total Lot Coverage $1,521/15,246 \approx 9.9\%$

660 North Shore Road

Lot Size (0.35 Acres) = 15,246 Square Feet

Building Covered by a roof: 1088 Square Feet

Building lot Coverage: $1088/15,246 \approx 7\%$

Uncovered Porch: 260 Square Feet

Total Lot Coverage: $1,348/15,246 \approx 8\%$

660 & 690 North Shore Road Combined:

Total Building lot Coverage: $2,272 / 30,492 \approx 7\%$

Total Lot Coverage: $2, 869/30492 \approx 9\%$

*The State Shoreland Division did not consider the raised stairs, over the existing compacted path, as an increase in impermeable surface.

Britney Tenney

From: Donald Harrington <donharrington61@gmail.com>
Sent: Friday, August 14, 2015 8:32 AM
To: Britney Tenney; Cynthia Curtis
Subject: Art and Cindy Curtis Permit

Britney Tenney,

I am the owner of the camp at 660 North Shore on Thompson Point that co-leases land from the Town of Charlotte with Art and Cindy Curtis. I whole heartily consent and approve of the their plan of building stairs from the road to their camp.

Donald Harrington
660 North Shore, Charlotte, Vt

ZONING BOARD OF ADJUSTMENT **scheduled for September 9, 2015**

Site Visit @ 7:00 p.m. Hearing @ 7:45 p.m.

General Information	
Applicant:	Stephen Rose on behalf of Cynthia & Arthur Curtis
Application No.: ZBA-15-04	Parcel ID: 00024-0690
Status of Applicant: representative	Authorized representative
Requested Action:	Conditional Use
Purpose:	The Applicants would like to add two additional sections of stairs to an existing set that extend from the road to their camp. A total of 197 Square feet of additional stairs will be added.
Existing Zoning:	Seasonal Home Management District
Location:	690 North Shore Road
Size:	Lot # 173 (0.35 acres)
Existing Land Use:	Seasonal Camp
Surrounding Land Use and Zoning:	Seasonal Camps
Recent Permitting History:	No Recent History
Applicable Regulations:	Land Use Regulations 2010
Standards – Table 2.7 SHM District	a. The project conforms to all the applicable standards under Table 2.7. I will note that Lots 172 & 173 are considered one lot. The State determined that lots 172 & 173 were not legally subdivided, and therefore, could not be leased as two separate lots. To circumvent this issue, the town has the camp owners on lots 172 & 173 as co-lessees. The applicant has provided setback distances and lot coverage for both the single lot and the combined leasehold.
Section 5.4 Conditional Use Review	a. This project does not impact any of the six Conditional Use Standards.
Section 3.12 Performance Standards	a. This project does not impact any of the eight Performance Standards.

Prepared By: Britney Tenney, Planning and Zoning Assistant

Exhibit list to date (in addition to completed application form):

1. Curtis/ Harrington Thompson's Point Lease

TOWN OF CHARLOTTE THOMPSON'S POINT LEASE

THIS LEASE AGREEMENT made this 16th day of December, 2014 by and between the TOWN OF CHARLOTTE (hereinafter referred to as the Lessor) and Donald E. Harrington and Cynthia S. Curtis and Arthur W. Curtis, Jr. as Co-Trustees of the Cynthia S. Curtis Trust u/t/a October 11, 2004 (hereinafter referred to as Co-Lessees).

In consideration of the mutual covenants and agreements herein contained, Lessor does lease to Co-Lessees Thompson's Point historical Lot(s) No(s). 172 & 173, located at 660 North Shore Road(Lot 172) & 690 North Shore Road(Lot 173), identified on the Town of Charlotte tax map as M40B50L08(Lot 172) & M40B50L08-1(Lot 173), which map is on file in the Charlotte Town Clerk's office.

1. TERM. This Lease shall commence on the 1st day of January, 2014 and shall continue for a term of twenty (20) years. This lease shall end the last day of December, 2033, unless sooner terminated as herein provided.

2. RENTAL

a. Co-Lessees shall pay Lessor an annual rental based on the following formula: (Annual Combined Tax Rate for Town and School District x 105%) x (Fair Market Value of leased Premises as determined in accordance with subsection (b)).

clerk

b. The fair market value of the leased premises as of January 1, 2011 for purposes of computing the annual rental is \$332,800 (Lot 172) & \$332,800 (Lot 173). This fair market value may be redetermined by Lessor during the term of this lease. Such redetermination shall not occur more frequently than every fifth year. Provided Lessor shall determine the fair market value of the leased premises on the basis of accepted appraisal practices, Co-Lessees shall have no right to challenge any redetermination under this lease.

c. The Annual Combined Tax Rate for the Town and School District used to establish annual rental shall be the annual combined tax rate established for the fiscal year (July 1 through June 30) that ends during the year for which the rent is due. (Example: For the lease year that runs from January 1, 1997 through December 31, 1997, the annual combined tax rate shall be the rate established for the fiscal year that runs from July 1, 1996 through June 30, 1997.)

d. Lessor shall notify Co-Lessee of the annual rent due under this lease on or before February 1st of each year and Co-Lessees shall pay such rent to the Charlotte Town Clerk on or before March 1st. If rent is not paid on or before March 1st, interest at a rate of 1 1/2% per month (18% per annum) shall be paid in addition to the rent.

CHARLOTTE TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

This 17th day of December A.D. 2014
at 9 o'clock 0 minutes A m and
recorded in vol. 216 on page 228-234
Attest *[Signature]* Town Clerk

3. USE

a. Co-Lessees shall use and occupy the leased premises for seasonal residential purposes only during the period of April (+/-) 15th through October (+/-) 31st each year. Co-Lessees shall not use, nor allow anyone else to use the leased premises for any other purpose, including without limitation the conduct of any business, or occupancy on a year round basis.

b. Co- Lessees agree to maintain the leased premises and any improvements constructed thereon in a safe, orderly and habitable condition.

c. Co-Lessee shall use the leased premises in a reasonable manner and shall not allow disorderly conduct, loud or disturbing noise, or activities that interfere with the use and enjoyment of neighboring properties to occur on the leased premises.

d. Existing native vegetation between the shoreline and a structure shall be preserved and maintained. All trees on leased lots are owned by the Town, and permission from the Tree Warden shall be required for cutting or pruning within this district. Dead or storm damaged trees shall not be cut unless they are determined by the Tree Warden to be a hazard to structures or to public safety.

e. Co-Lessees shall not dump or discharge or permit dumping or discharging of any substance into the waters of Lake Champlain or onto other lands owned by Lessor.

4. CONSTRUCTION OF IMPROVEMENTS

a. Co-Lessees may, at Co-Lessees' sole expense, construct and maintain on the leased premises a structure to be used for seasonal residential purposes.

b. In the event improvements on the leased premises are destroyed by fire, storm or any other unforeseen and involuntary occurrence, Co-Lessees shall have the right to rebuild and/or restore such improvements providing that the footprint and height of the newly constructed improvements do not exceed those that existed prior to such destruction.

c. Such construction or reconstruction of improvements shall be in compliance with all applicable state and local laws regulations including, but not limited to, any zoning regulations in effect in the Town of Charlotte.

5. WATER SUPPLY. By acceptance of this Lease, Co-Lessees expressly accept full responsibility for the provision of water to the leased premises and agree to bear all expense associated with such provision of water. Co-Lessees expressly waive any right they might now or in the future have to request Lessor to provide water to the leased premises or bear any portion of the cost associated with the provision of water to the leased premises. Co-Lessees further agree to hold Lessor harmless for any damage or injury resulting from the inadequacy, either as to quality or quantity, of water provided to the leased premises nor shall Lessor bear any portion of the cost associated with the provision of water to the leased premises.

6. WASTE WATER DISPOSAL

a. By acceptance of this Lease, Co-Lessees expressly agree to comply fully with the provisions of the Thompson's Point Wastewater Disposal System Ordinance adopted September 27, 1993, and all subsequent amendments of such ordinance, and any other ordinance adopted by the Town of Charlotte that regulates wastewater disposal on Thompson's Point for the use of Thompson's Point wastewater disposal system. Co-Lessees agree that a complying connection to the Thompson's Point Wastewater Disposal System, from the structure listed in the ordinance, shall be made prior to the commencement of use of the leased premises.

b. Co-Lessees expressly agree to pay to the Town of Charlotte all charges assessed by the Town pursuant to the sewer ordinance or any other lawful ordinance or assessment for costs incurred by the Town in connection with operation of the Thompson's Point wastewater treatment and disposal system. Co-Lessees expressly waive any right it may now or in the future have to request that Lessor bear any portion of these expenses. Co-Lessees further agree to hold Lessor harmless for any damage, pollution, or other injury, including fines, resulting from the Co-Lessees' failure to comply with the Sewer Ordinance or the Co-Lessees' failure to notify the Town of improper operation or failure of any portion of the Thompson's Point Wastewater Treatment and Disposal System which is located upon the leased premises.

c. Co-Lessees agree to discontinue use of the leased premises upon thirty (30) days written notification from Lessor that the Charlotte Board of Health or its successor has determined, in its sole discretion, that:

aw

The Thompson's Point Wastewater treatment and disposal System fails to comply with applicable State and Federal standards or fails to comply with the following:

- (1) prevents surfacing of sewage and the creation of a health hazard; and
- (2) prevents the pollution and contamination of drinking water supplies, groundwater and surface water; and
- (3) maintains sanitary and healthful conditions during operation or
- (4) the use or continued use of seasonal camps on Thompson's Point may constitute a public health threat; or
- (5) The use or continued use of seasonal camps on Thompson's Point may contribute to the pollution of ground or surface waters: or
- (6) Federal or State officials have directed Lessor to discontinue use of Thompson's Point for seasonal camps.

Co-Lessees agree not to resume use of the leased premises until notified by Lessor that such may be resumed.

d. Lessor agrees to abate any rent due under this lease on a pro-rata basis for any period Co-Lessees are denied use of the leased premises pursuant to sub-sections (1) thru (6) in above. Co-Lessees agree that such abatement of rent shall be the sole and exclusive relief they shall

receive from Lessor for such denial of use.

7. TAXES. Co-Lessees shall pay all local taxes and special assessments assessed against the leased premises and any improvements situated on the leased premises and failure to pay such taxes or assessment on or before the date due shall constitute a default of this lease.

8. THOMPSON'S POINT ROADS. Lessor agrees to maintain all roads on Thompson's Point leading to the leased premises in a passable condition during the period April (+/-) 15th through October (+/-) 31st of each year during the term of the Lease.

9. INDEMNIFICATION AND INSURANCE.

a. Co-Lessees do hereby indemnify and hold Lessor harmless from and against any and all liability or damages resulting from injuries to persons or property in, on or about the leased premises.

b. Co-Lessees shall maintain a general liability insurance policy for the leased premises with a minimum liability limit of fifty thousand dollars (\$50,000) for each occurrence.

10. TERMINATION BY LESSOR. Lessor may terminate this Lease upon Co-Lessee's failure to comply with any terms or conditions herein if such non-compliance shall continue for a period of thirty (30) days following written notice from Lessor. Upon expiration of such thirty (30) day period Lessor shall provide Co-Lessees written notice of such termination and such termination shall become effective seven (7) days following the mailing of such notice. Upon such termination, Lessor shall be entitled to immediate possession of the leased premises and Co-Lessees agree to peaceably yield up to Lessor the leased premises in good order and repair.

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11. TERMINATION BY CO-LESSEES. Co-Lessees may terminate this Lease upon thirty (30) days written notice to Lessor. Any rent due or paid Lessor shall be prorated as of the date such termination becomes effective.

12. NOTICES. All notices required by this Lease shall be sent to Lessor in care of the Town Clerk, PO BOX 119, Charlotte, Vermont 05445 and to Co-Lessees at

Donald Harrington 700 Warheim Lane Richmond VT 05477

13. REMOVAL OF STRUCTURES. Upon expiration or termination of this Lease, Co-Lessees shall have nine (9) months from the date of expiration to remove from the leased premises any camp, structure or personal property located thereon. If Co-Lessees exercise this right of removal, Co-Lessees shall remove all debris, foundations or other improvements and leave the land completely clean and free of all trash or debris of any kind. Such site shall be graded, covered with topsoil, seeded and mulched. Any real or personal property situated on the leased premises at the expiration of such nine (9) month period shall be deemed abandoned, and Co-Lessees do by this Lease Agreement quitclaim unto Lessor any and all interest Co-Lessees may have in and to said abandoned property.

14. ATTORNEY'S FEES. In any action brought by Lessor against Co-Lessees pursuant to this Lease, Lessor may recover its reasonable legal fees for maintaining such action in addition to any other relief it may be awarded by the court.

15. RIGHTS OF FIRST REFUSAL.

a. Upon expiration of this Lease, if Lessor shall decide to re-lease the premises leased hereby, Co-Lessees shall have a right of first refusal to lease the leased premises. Co-Lessees understand and agree that Lessor has not obligated itself to re-lease the leased premises by granting this right of first refusal.

b. If Lessor shall decide to sell the leased premises as a single lot and not as a portion of other property on Thompson's Point, Co-Lessees shall have a right of first refusal to purchase the leased premises.

c. The rights of first refusal granted in this Lease shall be waived by Co-Lessees unless exercised within thirty (30) days of written notice from Lessor. Co-Lessees shall exercise such rights by delivering written notice to the Charlotte Town Clerk. A certificate of the Charlotte Town Clerk that such rights have not been exercised as provided above shall be conclusive evidence of waiver by Co-Lessees.

16. PRO-RATIONS. Any item required to be pro-rated under this Lease shall be pro-rated on an annual basis even though use of the leased premises is limited to seven (7) months per year.

17. BINDING EFFECT. This lease shall be binding upon the heirs, successors and assigns of the parties hereto.

18. WAIVER OF INTEREST. By the acceptance of this lease, Co-Lessees expressly acknowledge that Co-Lessee's sole and exclusive rights in the leased premises are those that are granted by this lease. Co-Lessees claim no rights beyond those that are granted by this lease and expressly waive, forfeit and relinquish any rights, claims or interests which Co-Lessees have or may have had in the past in the leased premises regardless of the source of such claim, and specifically, but without limitation, claims, interests or rights based upon prior leases or documents, actions of the Town or Town officials, or representations (written or oral) by Town officials. Co-Lessees further agree to make no claim or demand at the time this lease expires that Co-Lessees are entitled to an extension or renewal of this lease, a new lease or any right to any continued use or occupancy of the leased premises. Co-Lessees specifically agree to peacefully vacate the leased premises without further request or action of the Town at the expiration or termination of this lease.

IN WITNESS WHEREOF, the parties hereunto set their hands the date above recited.

IN THE PRESENCE OF:

Mary A Mead
[Signature]

TOWN OF CHARLOTTE

By: [Signature]
Duly Authorized Agent Lessor

IN THE PRESENCE OF:

[Signature]
David M. Samstine

[Signature]
DONALD E. HARRINGTON, Co-Lessee

[Signature]
Melanie Stevens

CYNTHIA S. CURTIS TRUST
U/T/A OCTOBER 11, 2004, Co-Lessee

[Signature]

By: [Signature]
Cynthia S. Curtis, Co-Trustee A.D. Lic. #
C 632-117-40-619-0 Exp 03-30-18

[Signature]

By: [Signature]
Arthur W. Curtis, Jr., Co-Trustee
A.D. Lic. C 632-059-38-341-0
Exp. 09-21-18

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Charlotte this 16th day of December, 2014, Lane Morrison ~~Charles Russell~~, Duly Authorized Agent for the Town of Charlotte personally appeared, and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me,

Mary A Mead
Notary Public
My Commission Expires 2-10-2015