

NOTICE OF CONDITIONS OF SUBDIVISION APPROVAL

WHEREAS, Clark W. Hinsdale, III of Charlotte, Vermont (hereinafter referred to as "Applicant"), obtained approval from the Planning Commission of the Town of Charlotte on June 23, 1987 for the creation of four (4) lots, as shown and depicted on a plan entitled "Subdivision Plan, Clark W. Hinsdale, III", dated June 4, 1987, and prepared by Kenneth W. Pinkham; and

WHEREAS, said approval is subject to certain conditions regarding payment of recreation fees to the Town of Charlotte;

NOW THEREFORE, Applicant hereby gives notice that the lands shown on the above referenced plan are subject to the following conditions and restrictions which shall run with and be binding upon the land unless or until modified or removed by the Charlotte Planning Commission or its successor:

1. Upon the sale of Lots 2 through 4 as shown on the above-referenced plan, there shall then be due the Town of Charlotte a payment of One Thousand Dollars (\$1,000.00) per lot, as a recreation fee which if not paid shall be a lien on the respective lot.

Dated at Burlington, Vermont, this 19th day of August, 1987.

IN THE PRESENCE OF:

[Signature]
[Signature]

Clark W. Hinsdale III
Clark W. Hinsdale, III
Applicant

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

At Burlington, this 19th day of August, 1987, personally appeared CLARK W. HINSDALE, III, and he acknowledged this instrument by him signed and sealed to be his free act and deed.

Before me,

[Signature]
Notary Public

DISCHARGE

The obligations described in this Notice of Conditions, recorded in Volume _____, Page _____ of the Land Records of the Town of Charlotte, have been paid and are hereby discharged as set forth below.

Lot#	Date	Town of Charlotte	Witness:
Lot #2 Paid in Full	3-12-90	<u>Jerry B. Silva</u> By Its Agent	<u>Margaret B. Hermin</u>
Lot #3 Paid in Full		<u>Margaret B. Hermin</u> By Its Agent	
Lot #4 Paid in Full	on 11-21-89	<u>Jerry B. Silva</u> By Its Agent	

CHARLOTTE TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
THIS 16th DAY OF Oct. AD. 19 87
AT 10 O'CLOCK 45 MINUTES 1st M AND
RECORDED IN VOL. 54 ON PAGE 180
ATTEST: Margaret B. Hermin TOWN CLERK

AGREEMENT by and between Clark W. Hinsdale, III, hereinafter referred to as "Owner" and Town of Charlotte, hereinafter referred to as "Municipality".

W I T N E S S E T H:

WHEREAS, Developer has received final subdivision approval from the Municipality's Planning Commission for the construction and development of six (6) residential units in a development as depicted on a final plat plan entitled "Subdivision Plan Clark W. Hinsdale, III", dated June 4, 1987, prepared by Kenneth W. Pinkham; and

WHEREAS, the subdivision will be serviced by a private roadway or roadways as depicted on the final plat; and

WHEREAS, the Municipality has approved the final subdivision application with said private roadway or roadways subject to certain conditions; and

WHEREAS, the parties desire to record a confirmation of said conditions to the effect that by granting said approval and otherwise authorizing said project, the Municipality has not assumed, but rather has specifically disavowed any intention or obligation to plow, repair or otherwise maintain said roadway or roadways or to accept the same as public streets.

NOW, THEREFORE, in consideration of the final approval of the Municipality's Planning Commission and other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owner will not apply to the Municipality to have said roadway or roadways accepted as a public street without first complying with all applicable construction requirements and specifications set forth in the then existing zoning regulations, subdivision regulations or other applicable ordinances and by-laws of the Municipality, the expense of complying with said requirements and specifications to be borne solely by the Owner, and his heirs, successors or assigns.

2. The Owner waives any rights he may have or claim by virtue of the Municipality's approval of said roadway or roadways to request the Municipality to accept the same as public streets.

3. The Owner will not in the future change the location of said roadway or roadways nor extend said roadway or roadways without the prior approval of the Municipality's Planning Commission, nor shall it permit said roadway or roadways to serve lots other than 1 through 4 as shown on the above-referenced plan without prior approval of the Municipality's Planning Commission.

4. The Owner, for himself and his heirs, successors and assigns, hereby waives any rights he, or any of them, now have or may hereafter acquire to seek plowing, repair or maintenance from the City with regard to said roadway or roadways.

5. The Owner, and his heirs, successors and assigns, shall plow, repair and maintain said roadway or roadways at their own expense and keep the same in good order and repair.

6. Nothing contained in this agreement shall be construed as obligating the Owner to dedicate said roadway or roadways as a public street, and, similarly, nothing contained in this agreement, shall be construed as obligating the Municipality to accept any such proffered dedication.

7. This agreement may only be amended or revoked upon written consent and approval by the municipality.

8. This agreement shall not only be binding upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

CHARLOTTE TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

THIS 16th DAY OF OCTOBER 1987
AT 10 O'CLOCK 45 MINUTES P.M.
RECORDED IN VOL. 34 PAGE 181-182
ATTEST: Margaret K. Hursey TOWN CLERK

Dated this 10th day of August, 1987.

IN THE PRESENCE OF:

Melanie J. Brothers
Aurice K. McKee
Margaret B. Herrick
George B. Silva

Clark W. Hinsdale III
Clark W. Hinsdale, III

TOWN OF CHARLOTTE
By: Katherine Bartz
Its Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, this 10 day of August, 1987, personally appeared Clark W. Hinsdale, III, and he acknowledged this instrument by him signed and sealed to be his free act and deed.

Before me,

Aurice K. McKee
Notary Public

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Charlotte, this 16th day of October, 1987, personally appeared Katherine Bartz, duly authorized agent and her acknowledged this instrument by her signed and sealed to be her free act and deed and the free act and deed of the Town of Charlotte.

Before me,

Margaret B. Herrick
Notary Public

OPEN SPACE AGREEMENT

THIS AGREEMENT made this 6 day of October, 1987 by and between CLARK W. HINSDALE, III, of Charlotte, Vermont (hereinafter referred to as "Grantor") and the TOWN OF CHARLOTTE, a municipal corporation situated in Chittenden County, Vermont (hereinafter referred to as "Municipality").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of certain lands in the Municipality which he acquired by Warranty Deed of Raymond and Margaret Aube, dated February 10, 1986, and recorded in Volume 47 at Page 161 of the Land Records of the Municipality; and

WHEREAS, The Grantor is developing a part of said lands as a four lot residential subdivision which is shown and depicted on a plat entitled "Subdivision Plan, Clark W. Hinsdale, III" in the Town of Charlotte, Vermont, dated June 4, 1987, and prepared by Kenneth W. Pinkham; and

WHEREAS, the Grantor has received final subdivision approval from the Municipality's Planning Commission for its project; and

WHEREAS, the Grantor in presenting its proposal to the Planning Commission agreed that certain lands, being 17.66 acres, more or less, designated as "No Build Zone" on the aforesaid survey map, and being more particularly described on Exhibit "A" attached hereto, would remain in their open state in consideration for the final subdivision and planned residential approval; and

WHEREAS, the Grantor and the Municipality recognize the value of retaining the rural character of said lands and preserving them in their natural, scenic and open condition and in so doing furthering their aesthetic, agricultural and ecological value; and

WHEREAS, Title 10, Chapter 155, Vermont Statutes Annotated, permits Vermont municipalities to acquire interest in land in the nature of conservation and open space easements; and

CHARLOTTE TOWN CLERK'S OFFICE

RECEIVED FOR RECORD

THIS 16th DAY OF Oct A.D. 19 87

AT 10 O'CLOCK 45 MINUTES AM AND

RECORDED IN VOL 57 ON PAGE 182-187

ATTEST: Margaret B. Herrick TOWN CLERK

WHEREAS, The Municipality desires to acquire a conservation and open space easement regarding certain lands of the Grantor in furtherance of the purposes enumerated in 10 V.S.A. §6301. 183

NOW, THEREFORE, the Grantor for and in consideration of the Planning Commission's approval of its subdivision and planned residential development, the facts above recited, and of the mutual covenants, terms, conditions and restrictions herein contained and as an absolute and unconditional transfer does hereby freely give, grant and convey unto the Municipality, its successors and assigns forever, a conservation and open space easement or restriction over the property described in Exhibit "A" attached and made a part hereof, consisting of the following:

1. The right of public view of the property in its natural, scenic and open condition;

2. The right of the official representatives of the Town, in a reasonable manner and at reasonable times, to enter and inspect the property;

3. The right of the Municipality and Municipality alone, to enforce by injunction or proceedings at law or in equity, the covenants hereinafter set forth; and in furtherance of the foregoing affirmative rights, the Grantor, for himself and his heirs, executors, administrators, successors and assigns, make the following covenants, which shall run with and bind the property in perpetuity;

(a) There shall be no construction or placing of any buildings or structures of any kind, temporary or permanent on the property once the project is finally completed, except the Grantor, his heirs or assigns, shall have the right, subject to the written approval of the Planning Commission, to construct permanent recreational facilities such as tennis courts or other similar improvements.

(b) There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner.

(c) The Grantor, his heirs or assigns, shall have the right to maintain the open space area in an orderly and presentable manner including the right to plant shrubbery from time to time and to keep the grass trimmed and to take any other normal maintenance action in maintaining the pleasant appearance of the open space.

(d) There shall be no dumping of ashes, trash, garbage or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance of materials such as landfill except as required during construction and completion of the project as approved.

(e) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on the property, except on and over the designated common right of way as shown on the aforesaid map.

(f) There shall be no activities or uses on the property which shall be detrimental or could be detrimental to drainage, flood control, water conservation, fish and wildlife or habitat preservation.

The Grantor, for himself and his heirs, executors, administrators, successors and assigns, agrees to pay any real estate taxes or other assessments levied by competent authorities on the property and to relieve the Municipality from responsibility for maintaining the property.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by reference in any subsequent deed, or other legal instrument, by which the Grantor divests himself of either fee simple title or possessory interest in the property or in any of the property forming a part of the development.

TO HAVE AND TO HOLD the said conservation easement and restriction unto the Municipality and its successors and assigns forever.

It is the intention of the parties hereto that the grant of easements and covenants herein is pursuant to the authority set forth in Title 10, Chapter 155, Vermont Statutes Annotated, as presently enacted and from time to time hereinafter amended, and that all of the provisions of said Chapter shall be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and upon the property, and shall inure to the benefit of the Municipality, its successors and assigns.

If any part of this agreement shall be decreed to be invalid by any court of competent jurisdiction, such decree shall not be interpreted so as to invalidate the remainder of this agreement.

Although this conservation restriction and easement will benefit the public as provided above, nothing herein shall be construed to convey a right to the public of access or use of the property, and the Grantor, for himself and his heirs, executors, administrators, successors and assigns, shall retain exclusive right to use the property for all purposes not inconsistent with this conservation restriction and easement.

EXCEPTIONS: Nothing in this Agreement shall be construed to prohibit on the subject property (1) installation by Grantor of a septic system to service Lot Nos. 1 and 4 as approved by the Municipality and (2) agricultural activities by Grantor, his heirs and assigns, not involving the construction of structures or roadways.

IN WITNESS WHEREOF, the Grantor hereunto sets his hand and seal this 6 day of October, 1987.

IN THE PRESENCE OF:

Pandra A. Latham
M. M. M.

Clark W. Hinsdale III
Clark W. Hinsdale, III

Margaret B. Herries
Jerry B. Silva

TOWN OF CHARLOTTE
BY [Signature]

Chairman, Charlotte
Planning Commission

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Hinesburg, Vermont, this 6 day of October, 1987, CLARK W. HINSDALE, III, personally appeared, and he acknowledged this instrument, by him signed and sealed, to be his free act and deed.

Before me,

[Signature]
Notary Public

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Charlotte, Vermont, this 16th day of October, 1987, personally appeared Katherine Bats, members of the Town of Charlotte Planning Commission, and they acknowledged this instrument by them signed and sealed, to be their free act and deed and the free act and deed of the Town of Charlotte.

Before me,

Margaret B. Herries
Notary Public

EXHIBIT A

A rectangular shaped parcel of land which commences at an iron pin located in the southeast corner of Lot No. 4 on the aforesaid Plan, a distance of 517.00 feet, more or less, westerly of an iron pin set in the ground on the westerly borderline of Route 7; thence proceeding N83°01'50"W a distance of 385.13 feet, more or less, to an iron pin; thence continuing N84°32'50"W a distance of 493.95 feet, more or less, to an iron pin set in the ground; thence turning right and proceeding N9°17'20"E a distance of 907.89 feet, more or less, to an iron pin set in the ground; thence turning right and proceeding S84°34'50"E a distance of 880.09 feet, more or less, to a point or place in the ground; thence turning to the right and proceeding S5°16'00"W a distance of 659.63 feet, more or less, to an iron pin; thence continuing in the same direction a distance of 265.00 feet, more or less, to an iron pin and the point or place of beginning.

William R. Marks, Esq.
Law Offices
P.O. Box 1553
Burlington, VT 05402-1553