

**Supplemental DRB Application Narrative**  
**Chad Hayden**  
**1174 North Road, Hinesburg, VT**

Revised 2-15-23

**Applicant** – Chad Hayden

**Type of Application** – Conditional Use (Contractor Yards as a Home Occupation)

**Applicable Hinesburg Zoning Regulation(s)** – Section 5.3

**Background**

Arnold Hayden currently owns a 3.1-acre parcel located at 1174 North Road, Hinesburg, Vermont. The parcel is located in a Rural Residential 2 (RR2) zoning district. The parcel currently contains a mobile home and occupied by Arnold's son Chad Hayden. Chad and Arnold co-own and operate Whitetail Landscaping and Excavating (Whitetail) from this location. The site has two existing driveways, one of the east side of the existing mobile home and one on the west side.

Whitetail's focus is landscaping and earthwork construction projects. Currently Whitetail stores and maintains equipment on-site, stockpiles topsoil and screens and processes topsoil. The two owners are the only two employees of the business. Whitetail has been providing services to customers for the past ten years.

The Town of Hinesburg has recently revised their zoning regulations to accommodate "Contractor Yards as a Home Occupation" as a permitted use within this zoning district. A Conditional Use Determination (CUD) by the DRB is required as part of that process. A written narrative pertaining to the anticipated use of the site is required as part of the CUD application.

The site contains approximately 5,600 square feet of existing impervious surface (roofs and driveways).

**Applicants Proposal**

A proposed Site Plan is attached as part of this application. The applicant is proposing to build a new 32' x 36' "stick built" home on the property that will also function as an office for the existing landscaping and excavating business. The existing mobile home will be demolished and removed once the new home is constructed. The new home will utilize the existing well and wastewater systems located on the property. The proposal also includes the removal of two sheds currently located on the property and installation of a single 30' x 50' steel building to be located behind the future home as a maintenance/equipment storage location for the business (Whitetail). The applicant is not proposing to stockpile or screen topsoil on this site once the existing stockpile of topsoil has been processed and removed. This will occur within 12-months of the approval of the CUD.

The site contains approximately 5,600 square feet of existing impervious surface as discussed. The future design will add an additional 3,950 square feet of additional impervious surface. The final total impervious surface as proposed will be approximately 9,550 square feet.

The current site topography generally slopes from east to west. Stormwater from the site flows overland in a southwesterly direction to an existing culvert located under Hayden Hill Road. The goal of the

future grading plan is to generally mimic the existing grading and stormwater flow patterns in a west to east direction. New stormwater conveyance and a dispersion system will be added to limit the potential for future erosion. Due to the proposed surface grading, concentrated stormwater flows across the majority of the site are not anticipated. The two exceptions to this are stormwater from the future roof drains and stormwater that could concentrate at the eastern edge of the site where side-slopes will exceed 15%. In these two areas, the potential exists for concentrated stormwater flows to occur during spring snow melt or heavy storm events. To minimize the potential for adverse impacts, a stone lined channel with check dams has been incorporated into the design along the east side of the site. The stone lined channel will intersect and convey overland stormwater flows along the east side of the site to a low-lying dispersion area to be located at the southeast corner of the toe of slope. The dispersion area will release stormwater consistently and uniformly to the existing culvert under Hayden Hill Road.

Storm gutters are also proposed to be installed on the two buildings. The gutters will capture roof water and convey it directly to the dispersion area to avoid the potential for concentrated stormwater flows in this area.

The following Sections of the Hinesburg Zoning Regulations need to be met as part of the application process:

### 5.3.3 – Location & Setbacks

- (1) **Home Occupation contractor yards are only allowed in Agricultural, Rural Residential 1 (RR1), and Rural Residential 2 (RR2) Zoning Districts.**  
Applicant response - This lot is located in the RR2 Zoning District.
- (2) **Contractor yards are allowed as principal uses in Industrial 1, Industrial 2, and Industrial 4 Zoning Districts.**  
Applicant response – *Not applicable.*
- (3) **The business must be located on a lot at least 3 acres in size, inclusive of any roads and shared right of way areas on the lot.**  
Applicant response - The deed for the lot states that this is a 3.1 acre parcel (refer to the attached deed).
- (4) **Any portion of the lot used in Conjunction with the business must be at least 50 feet away from adjoining property lines.**  
Applicant response – All proposed setbacks for portions of the lot to be used by the business greatly exceed 50’.
- (5) **The business must not be located on a lot accessed by a Class 4 Town road -either directly, or via a private road or right-of-way. If access is by a shared private right of way, the application shall address how the costs of maintenance, repair, and show playing of the shared private right -of-way will be handled. Furthermore, the applicant shall notify all landowners that utilize the right-of way of the conditional use application. This notification shall be concurrent with, or in advance of submitting the condition use application.**  
Applicant Response - Access to the lot is currently and will continue to be from a driveway located on the corner of North Road and Hayden Hill Road. This is an existing private driveway, not a Class 4 Town road or right of way.

- 5.3.4 Screening: All trucks and all other materials and equipment, and all parking for employees, shall be well screened from adjoining properties, from public and private roads, and from waterways. Screening shall be predominately a mixture of vegetation that creates a visual buffer (not necessarily and impervious “wall”). Fencing integrated with vegetation, can also be used. The amount and type of plantings required will be determined by the Development Review Board based on:**
- (1) the location and context of the site,**
  - (2) the type of use,**
  - (3) proximity to neighbors, and**
  - (4) the pattern and extent of the exiting vegetation (on-site and in the immediate area).**

Applicant Response – The parcel is not visible from south side (Hayden Hill Road) due primarily to the elevation difference between the road and the site. Additionally, the applicant is proposing to leave the existing natural vegetation buffer along Hayden Hill Road to assist with natural screening. Except as specifically noted, the applicant is also proposing to leave the natural vegetation buffers on the north and east sides of the lot which screen the site from adjacent parcels in both directions. The applicant is proposing to add new screening along North Road to provide a vegetative buffer of the side from the west side of the site as noted in the Site Plan. Balsom fir are proposed in this area which will provide a natural “green” screening effect year-round. Equipment storage is also proposed either inside the storage building or behind the storage building (east side) which will screen it from the view of the traveling public.

- 5.3.5 Amount of Equipment Allowed: No more than a total of fifteen (15) business vehicles and pieces of equipment use for the business may be stored on the site at one time, regardless of the ownership of said vehicles and equipment. A piece of equipment shall be considered a separate piece of equipment for the purpose of this section if it: a) has its own means of propulsion, or b) is registered or registerable but not including trailers (open or closed), or c) is not intended to be used by attachment to any other piece of equipment normally located on the site.**

Applicant Response – The applicant’s business is dynamic as are most construction businesses. New equipment is being purchased each year and older equipment traded on a rotating basis as they reach the end of their useful life. New types of equipment are also purchased from time to time as their clients’ needs evolve. Most equipment is rarely at the site, but rather out on various construction sites throughout the year.

The applicant owns the following types of construction equipment today: one bulldozer, 4 excavators, one skid steer, one 15 yd dump truck, and three pickup trucks. On the rare occasion that much of this equipment happens to be on site, the applicant plans to store it under cover in the new maintenance facility once it is constructed. The applicant feels he can comfortably store at least 7 pieces of equipment in the maintenance building and still provide adequate space for maintenance inside the facility. Should the applicant need additional space for equipment, the back of the storage facility (east) has more than adequate space to accommodate the need. The applicant understands that no more than 15 vehicles/pieces of equipment will be allowed on-site at any time.

**5.3.6 Employee Parking: No more than (8) employees may park of the site at any given time. Sufficient off-street parking shall be provided for all employees.**

Applicant Response – The applicant does not envision having more than 3 full-time employees including the two owners. Employees generally do not work or park at the shop except for during inclement weather or to provide maintenance on equipment. Should they have a need to work at the shop, there is more than adequate space in the current design for vehicles to park. Note that vehicle parking accommodating 3 vehicles has been incorporated into the design at the future house location directly adjacent to the storage/maintenance facility.

**5.3.9 Hours of Operation: The Development Review Board, as part of conditional use approval shall establish hours of operation for the contractor yard. In any event, except for simple ingress and egress from the site (not including loading vehicles, equipment, or materials), contractor yard hours of operation shall be limited to 6am-9pm on week days and 8 am-5pm weekends.**

Applicant Response – The standard hours of operation listed are sufficient to support the applicant's business. It should be noted that the applicant does provide emergency services for clients (including municipalities) such as utility repairs and snow removal. While these types of operations are not standard, when they do occur, they may require operations outside of these hours.

**5.3.10 Hazardous Materials: On-site storage of hazardous materials shall be allowed only in accordance with applicable state and federal regulations. Storage of fuel and other hazardous materials shall be limited to the need for heating of buildings and operation of the equipment vehicles that are part of the business. The intent to minimize the quantity of the fuel and other hazardous materials stored on the site. Businesses which principally deal with toxic or radioactive materials, fuels, garbage or other refuse are not allowed as home occupations under this section.**

Applicant Response – The applicant has no plans for bulk storage of fuel or other materials that would be considered hazardous.

**5.3.11 Erosion Control: In addition to any applicable erosion and stormwater control measures required in section 5.27, the contractor yard shall be managed to minimize erosion. Stabilized gravel or paved surfaces shall be used for the storage/parking of equipment or vehicles. Materials such as dirt, gravel, mulch, compost, and vegetative debris shall be contained and/or stabilized to prevent erosion, as well as adverse impacts to streams, wetlands, and other water bodies. Unless contained in a concrete or similar barrier, these materials shall be stabilized and treated in accordance with the following provisions in the State of Vermont's "Low Risk Site Handbook for Erosion Prevention and Sediment Control" (February 2020, or most recent update): (1) #2 - Pollution Prevention (2) #4 - Site Stabilization - specifically, stabilize exposed soil stockpiles that are not in use for more than 14 days, through the use of seed/mulch, erosion control matting, hydroseeding, etc. (3) #7 - Install Perimeter Controls - e.g., silt fence, erosion control berms, filter socks, straw wattles. (4) #10 - Slow Down Channelized Runoff (5) #13 - Dewatering Activities (6) #16 - Inspection, Maintenance - specifically, inspect and perform maintenance to ensure the above practices are functioning properly.**

Applicant Response – The applicant is not proposing to process topsoil at the site in the future.

Refer to the site-specific Erosion Control Plan for details regarding erosion control during construction activities.

**5.3.12 Pre-existing Non-conforming Contractor Yards:** Home occupation contractor yards that constitute a valid pre-existing non-conforming use shall conform with the provisions of section 5.10 rather than section 5.3. This includes home occupation contractor yards that were deemed pre-existing when zoning regulations for contractor yards were first adopted on June 3, 1996. Any such pre-existing non-conforming home occupation contractor yard may also seek conditional use approval under section 5.3 in order to become a conforming use, and to enjoy the greater ability to expand said use as provided in section 5.3.

Applicant response – This section is not applicable.

**5.3.13 Transferability:** Contractor yard approvals shall not be transferable to a new owner/occupant of the property without first obtaining a zoning permit, and only if the property is in compliance with all applicable regulations, including, but not limited to, Section 5.3, as determined by the Zoning Administrator. The applicant shall provide any and all information the Zoning Administrator may require to assess compliance with the zoning regulations. If any compliance issues are not resolved to the satisfaction of the Zoning Administrator, the zoning permit shall be denied, and the applicant may either appeal that ruling or simply apply for a new conditional use approval under Section 5.3.

Applicant response – Understood.

**5.3.14 Performance Standards:** Contractor yards must meet the performance standards set forth for home occupations in Sections 5.1.3(3), 5.1.3(4) and 5.1.3(5), and must not have an undue adverse effect upon the character of the residential area in which the contractor yard is located.

**5.1.3 (3) Exterior Impacts:** At no time shall any premises be used in such a manner as to cause noxious or offensive odors, vapors, fumes, glare, dust, smoke, gas, vibration, noise, or radiation, polluted or excessive run-off, or cause disturbance to any of the surrounding properties or their occupants. Home occupations shall strictly meet the performance standards set forth in Section 5.12. No home occupation shall use other than a minimal amount of hazardous chemicals, and no home occupation shall present any danger of explosion, fire, or pollution greater than that usually presented by a residence.

Applicant Response: Once site work is complete, the applicant does not plan to process topsoil material on-site. If in the future, the applicant decides to conduct topsoil processing at this site, an amendment to the future CUD would be required. Exposed soils will be graded, seeded and stabilized to prevent erosion from the site. Repairs to equipment will be conducted inside the maintenance building on a concrete slab. Indoor maintenance activities will eliminate exterior noise or disturbance from maintenance

operations. Additionally, on-site bulk fuel storage is not being proposed at this site. Storage of hazardous chemicals on site is not proposed.

**5.3.3 (4) Signs: Only one (1) non-illuminated sign shall be located on the premises. This sign shall not exceed five (5) square feet in area, and shall bear only the name of the resident or business name, occupation of the resident or type of business, and telephone number.**

Applicant Response: The applicant will apply for a separate sign permit meeting the requirements of Section 5.3.3 (4)

**5.3.3 (5) Must Not Change Character of the Neighborhood: All home occupations, described in Sections 5.1.1 and 5.1.2, shall produce no change in the character of the neighborhood.**

Applicant Response: The adjacent site on the north side of the site is a home occupied contractor yard as well. The Town garage with similar uses is less than a mile down the road as well. The overall improvements including the proposed screening and increased setbacks and removal of the existing mobile home will significantly improve the aesthetics of the site and overall character of the existing area.

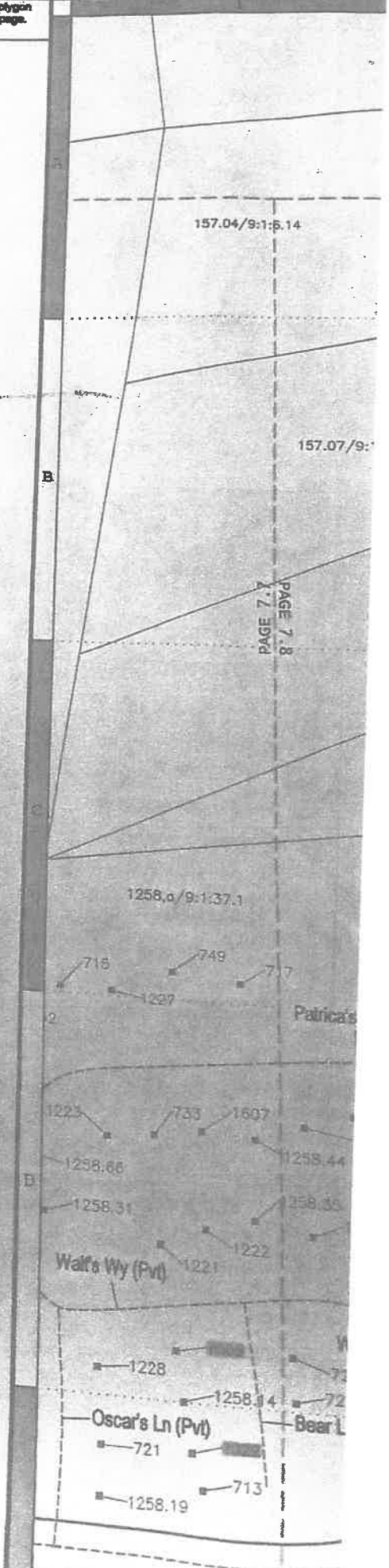
**5.27.3 Small Projects & Redevelopment (Stormwater Control)**

See previous stormwater discussion on Pages 1 & 2 as well as the site specific Erosion Control Plan.

# 2023 TOWN OF HINESBURG TAX MAP

This column are for points (no land). The cell containing the polygon or point code is given. The calculated area for each polygon is given in the area. Some polygons in a multi-polygon parcel may be on another page and therefore are not in the list for this page.

Code	Cell	Acres	Townmap	Owner
7008	D1			
7021	D2			
1922	E1			
000157.04	A1	3.08	09-01-06.140	SPIRO MATTHEW A 2015 TRUST
000157.05	C1	3.88	09-01-06.110	ADAMS MARC W
000157.07	B1	3.43	09-01-06.130	PALMER TRAVIS ALAN
000157.1	A2	3.05	09-01-06.200	LECKEY JOSHUA D
000157.12	B3	3.63	09-01-06.120	HILL MICHAEL & ANN
000157.2	B3	2.87	09-01-07.000	RUSSELL THOMAS & VALERIE
000174	F5	0.99	09-01-26.200	KIDDER ADAM
000182	F7	2.96	09-01-22.000	ELLIOTT JOHN F
000193	E5	0.93	09-01-28.000	RHODES CHRISTOPHER & RUTH ANN
000197		6.42(2)	09-01-21.000	MARRINSON THOMAS TRUSTEE
000197.a	G7	3.23	09-01-21.000	MARRINSON THOMAS TRUSTEE
000197.b	H7	3.19	09-01-21.000	MARRINSON THOMAS TRUSTEE
000259	E5	0.50	09-01-25.000	BRUNELLE TUCKER
000277	E6	2.50	09-01-24.000	MILLER ROBIN & GARY
000295	H6	4.29	09-01-70.000	MACMANAWAY PATRICK J
000295.11	H5	4.62	09-01-71.200	CASEY TIMOTHY M
000295.2	I5	3.21	09-01-71.120	CPAGE SETH
000295.3	H5	6.68	09-01-71.110	GLOVER GORDON & SUZANNE
000388	C3	1.62	09-01-08.000	LABELLE DONALD W & CYNTHIA H
000395	F6	7.19	09-01-23.000	GORDON MARGARET W TRUSTEE
000457	D4	3.18	09-01-12.000	HAYDEN ARNOLD LEE
000462	G3	2.04	09-01-33.000	BOUCHARD, RAYMOND
000523	F4	1.55	09-01-30.000	PIKE ROBERT A
000571	E4	2.93	09-01-29.000	ALLEN JAMES T JR & DONNA J
000580	F3	3.05	09-01-35.000	MERKERT BENJAMIN G
000653	G4	0.93	09-01-32.000	BREAN DONALD P
000661.1	A4	4.37	09-01-09.000	TRACY SETH R
000661.21	B4	3.21	09-01-10.100	HARCOURT CHIODO REVOCABLE TRUST
000661.22	A4	3.85	09-01-10.200	CLARK STEPHEN P
000661.23	B5	3.47	09-01-10.300	LITZ VANESKA
000688	I5	0.24	09-01-72.000	FRINK DAVID M
000713	E1		09-01-37.100	CONFORTI MATTHEW
000715	C1		09-01-37.100	DEYETTE DONALD J & PAMELA L
000716	D2		09-01-37.100	ZIEGLER GREG & JUDY
000717	C1		09-01-37.100	WESTON LINDA LANE
000720	D1		09-01-37.100	WHITCOMB BILLIE-JO
000721	E1		09-01-37.100	LAVALLETTE DEVIN
000722	D1		09-01-37.100	FLANIGAN SHARON
000723	E2		09-01-37.100	PLOOF RHONDA
000724	D1		09-01-37.100	REID ROBERT
000725	D1		09-01-37.100	CROMER PHILIP L
000727	D2		09-01-37.100	WHITLAW ANN L
000729	E2		09-01-37.100	PYPER JAKE
000730	D1		09-01-37.100	BILLADO KATIE M
000733	D1		09-01-37.100	HOWARD SUSAN
000749	C1		09-01-37.100	MOBBS ALAINA
000751	F4	3.18	09-01-31.000	BENIS HENRY & MARILYN
000799	C4	3.88	09-01-15.200	HAYDEN CAROLINE LE
000800	D5	4.00	09-01-13.000	HAYDEN ARNOLD LEE
000898.1	H1	60.99	09-01-69.100	GOODRICH RB & RH LLC
000898.2	I3	4.07	09-01-69.200	CARDINAL JUDY M
000954	D8	7.90	09-01-14.000	COLLINS JAMES & ANITA
000961.4	D9	200.28	09-01-16.400	FRANCIS RICHARD & JEANNINE
000970	C4	2.95	09-01-11.000	HAYDEN DARRY L
000997	F5	0.95	09-01-26.100	CHERRY BRIAN
001189	A8	182.60	09-01-15.100	HAYDEN HILL SUGAR WORKS LLP
001201	G5	5.87	09-01-27.000	LINK JOHN A JR & GRACE C
001216	D2		09-01-37.100	CARDINAL TOMMY J
001218	D1		09-01-37.100	CADORETTE HENRY & FRANCINE
001221	D1		09-01-37.100	MYERS ASHLEY LYNN
001222	D1		09-01-37.100	BEAUCHEMIN GARY
001223	D1		09-01-37.100	SHELTRA WAYNE
001227	D1		09-01-37.100	RICH TAMMY
001228	D1		09-01-37.100	DELEON CARRIE L
001243	I8	47.55	09-01-77.110	POLK PAUL W III & SUSAN M
001243.1	G8	10.83	09-01-20.000	SLOTE STUART & TARYN
001256	D3	2.99	09-01-37.200	CROOKS CURTIS E
001256.21	F3	3.08	09-01-34.000	GALLAGHER BENJAMIN & NICOLE
001256.321	F1	3.11	09-01-36.200	MARTIN LEE
001256.33	E1	2.96	09-01-36.110	HENRY JOHN A
001256.34	E2	3.43	09-01-36.140	MONFREDA JOHN & MELISSA
001256.35	G1	3.63	09-01-36.150	RIVERS RODNEY J, RIVERS DONNA L
001256.36	G2	3.88	09-01-36.160	RIVERS RODNEY & DONNA
001256.39	E3	2.91	09-01-36.170	LABERGE MATTHEW
001256.9	C3	5.09	09-01-37.400	LARRABEE MERTON D & KATHERINE M
001258		26.20(2)	09-01-37.100	HOUSING FOUNDATION INC
001258.a	C1	15.14	09-01-37.100	HOUSING FOUNDATION INC
001258.02	D2		09-01-37.100	LAFLEUR REBECCA
001258.04	D2		09-01-37.100	WEST LINDA L
001258.06	D2		09-01-37.100	LEARY BRIAN & BARBARA
001258.14	D1		09-01-37.100	LOFTUS SCOTT & BAMBI
001258.19	E1		09-01-37.100	LAVALETTE HARRY & SHANNON
001258.31	D1		09-01-37.100	LITTLEJOHN ROBERT C
001258.35	D1		09-01-37.100	DELISLE EDWARD A
001258.38	D2		09-01-37.100	GINGRAS DORIS
001258.40	D2		09-01-37.100	CLIFFORD JOHN T
001258.43	D1		09-01-37.100	SPAULDING LISA
001258.44	D1		09-01-37.100	GABAREE STEVEN
001258.66	D1		09-01-37.100	KELLEHER JONATHAN
001258.9	E2		09-01-37.100	JOHNSON DANIEL
001867	D1		09-01-37.100	MUZZY DAVID & DONNA
Pvt.05	F2	0.90		
Pvt.19	I3	2.42		



157.04/9:1:6.14

157.07/9:

PAGE 7.8  
7.8 ADV

1258.a/9:1:37.1

Patricia's

Walter Wy (Pvt)

Oscar's Ln (Pvt)

Bear Ln

2023 TOWN OF HINESBURG  
TAX MAP

388/9:1:8

970/9:1:11

799/9:1:15.2

North Rd

457/9:1:12

800/9:1:13

Hayden Hill Rd W

NORTH ROAD

5.9/9:1:37.4

1256/9:1:37.2

Buck Hill Rd E

1/9:1:36.17

259/9:1:25

193/9:1:28

Hemlock Hill Rd (Pvt)

571/9:1:29

277/9:1:24

523/9:1:30

997/9:1:26

751/9:1:31

174/9:1:26



"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."


RESERVED AND EXCEPTED from this conveyance is a life estate in favor of the Grantor, Pauline A. Hayden.

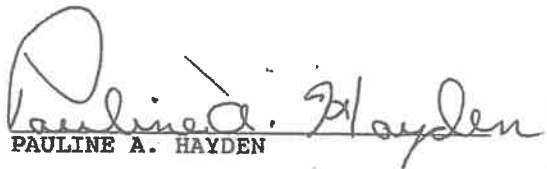
This conveyance is subject to a Mortgage Deed conveyed by Pauline A. Hayden to Leona P. Hayden on even date herewith and intended to be recorded simultaneously herewith in the land records of the Town of Hinesburg.

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 Grantees, PAULINE A. HAYDEN and ARNOLD LEE HAYDEN, as joint tenants with the right of survivorship, and their heirs and assigns, to their own use and behoof forever; and I, PAULINE A. HAYDEN, the said Grantor, for myself and my heirs, executors and administrators, do covenant with the said Grantees, PAULINE A. HAYDEN and ARNOLD LEE HAYDEN, and their heirs and assigns, that until the ensembling of these presents I am 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 aforesaid and except for easements and rights-of-way of record, if any, and except for taxes and municipal charges hereafter due and payable, which have been prorated as the date of closing, and which the Grantees accordingly assume and agree to pay; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

18th IN WITNESS WHEREOF, I hereunto set my hand and seal this day of May, 1994.

IN PRESENCE OF:  
  
JOSEPH D. FALLON, Witness

  
PAULINE A. HAYDEN

  
Witness

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Hinesburg, in said County, this 18th day of May, 1994, personally appeared PAULINE A. HAYDEN, who acknowledged the foregoing instrument, by her sealed and subscribed, to be her free act and deed.

Before me:   
Notary Public

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

of MAY 19 77, at 2 o'clock  
10 minutes, P M, received and recorded  
in Vol. 94 Page 438-439

Signed Margaret M. O'Donnell <sup>ASST</sup> Clerk

Margaret M. O'Donnell Town Clerk  
<sup>ASST</sup>

Date MAY 19, 1994

**WARRANTY DEED**

V. 94  
P. 438

KNOW ALL PERSONS BY THESE PRESENTS THAT I, PAULINE A. HAYDEN, a single person, of Hinesburg, in the County of Chittenden, and State of Vermont, Grantor, in consideration of ---  
-----TEN AND MORE----- Dollars paid to my full satisfaction by PAULINE A. HAYDEN and ARNOLD LEE HAYDEN, of Hinesburg, in the County of Chittenden, and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, PAULINE A. HAYDEN and ARNOLD LEE HAYDEN, as joint tenants with the right of survivorship, and their heirs and assigns forever, a certain piece of land in the Town of Hinesburg, in the County of Chittenden, and State of Vermont, described as follows, viz:

"Being all and the same land and premises, together with all improvements thereon, conveyed to Pauline A. Hayden by Warranty Deed of Leona P. Hayden on even date herewith and intended to be recorded simultaneously herewith in the Town of Hinesburg Land Records, and being described therein as follows:

\* "Being a 3.1 acre parcel of land, more or less, located northeasterly of the intersection of Hayden Hill Road, so-called, and North Road, so-called, and being more particularly described as follows: beginning at a point marking the southwesterly corner of Grantor's premises, said point being located at the northeast intersection of Hayden Hill Road and North Road; thence proceeding northerly in and along North Road a distance of 315 feet to an iron pipe marking the northwesterly corner of the premises conveyed herein and the southwesterly corner of premises owned by Darryl L. Hayden; thence turning to the right at an approximate right angle and proceeding in a straight line easterly along the southerly sideline of the property of Darryl L. Hayden and then along a portion of the property of Arnold L. Hayden a distance of 434 feet to an iron pin; thence turning to the right and proceeding in a southerly direction along a westerly sideline of the property of Arnold L. Hayden a distance of 315 feet to an iron pin located in the northerly sideline of Hayden Hill Road; thence turning to the right and proceeding westerly a distance of 434 feet, more or less, in and along the northerly sideline of Hayden Hill Road to the point or place of beginning.

"Also conveyed herewith by quitclaim only are any lands and premises between the centerline of North Road and the westerly sideline of the property hereinabove described and between the centerline of Hayden Hill Road and the southerly line of the property hereinabove described.

"Being a part and portion only of the same land and premises conveyed to Lyle A. Hayden, Sr. (now deceased) and Leona P. Hayden by Quitclaim Deed of the Town of Hinesburg dated May 2, 1966, and of record in Volume 32, Page 53 of the Town of Hinesburg Land Records and a portion of the property conveyed to said Town of Hinesburg by Fred Webster, Tax Collector, by Tax Collector's Deed dated December 29, 1958, and recorded in Volume 30, Page 274 of the aforesaid land records.

"This conveyance is subject to Subdivision Permit No. EC-4-0480 dated October 24, 1978.

JOSEPH D. FALLON  
ATTORNEY AT LAW  
P. O. BOX 257  
MAIN STREET  
HINESBURG, VT 05461

paid balance at the end of each year. The interest shall be paid in monthly installments at the rate of \$4.80 per month, the first year and succeeding years to be figured according to the unpaid balance at the end of each year at the rate of 5% per annum. Upon receipt in full of the purchase price herein agreed upon, the said Town shall convey title of the above described pieces or parcels of property to the said Haydens by Warranty Deed.  
Lyla A. Hayden  
Leona P. Hayden  
Robert L. Brown  
D.W. Orvis  
Gardley E. Pike

HINESBURG Town Clerk's Office this 8th day of Nov. A.D. 1961 at 9 P.M., received and recorded in Vol. 30 Pages 561-562.

H.L. Murray Town Clerk

**MORTGAGE DEED**

From- Rodney H. Lyman & Marie D. Lyman  
To- Main Line Homes, Inc.

KNOW ALL MEN BY THESE PRESENTS: THAT, RODNEY H. LYMAN and MARIE D. LYMAN, husband and wife, of R. F. D., Richmond in the County of Chittenden and State of Vermont, Grantor, in the consideration of Seventeen thousand seven hundred forty-two dollars and ninety cents (\$17,742.90) paid to Grantor in full satisfaction by MAIN LINE HOMES, INC., of Wayne in the County of Delaware and State of Pennsylvania, Grantee, by these presents, do freely give, grant, sell convey and confirm unto the said Grantee and its successors and assigns forever, a certain piece of land in Hinesburg in the County of Chittenden and State of Vermont, described as follows, viz: that certain unimproved lot of land located on the northerly side of the Hinesburg-Richmond Road, so-called, in the northeast section, of Hinesburg called Mechanicsville, being a part of the farm conveyed to the said Hildreth Wilfred Ranks by Warranty Deed of Ernest G. Sears dated April 6, 1956, and of record in Volume 30 at Page 42 of the Land Records of the Town of Hinesburg, being the same part of the same land and premises conveyed to the said Hildreth Wilfred Ranks by Quit-Claim of Mabel Irene Sears dated April 7, 1956 and of record in Volume 30 at Page 50 of the Land Records of the Town of Hinesburg, said lot more specifically described as follows: viz: starting at a butternut tree located on the northerly side of the said Richmond Road, said butternut tree being 237 (two hundred and thirty-seven) feet more or less westerly running along the said road from the believed boundary line of the said Hildreth Wilfred Ranks and one Patrick; proceeding from the said butternut tree at a right angle, more or less, 150 feet (one hundred and fifty feet), more or less, in a general northerly direction to a stake; thence turning a right angle, more or less, proceeding in a general westerly direction 150 feet (one hundred and fifty feet), more or less, to the said road; thence turning a right angle, more or less, proceeding along said road in a general easterly direction 150 feet (one hundred and fifty feet), more or less, to the place of beginning. (BEING the same premises which became vested in Rodney H. Lyman and Marie D. Lyman, his wife, mortgagors herein, by deed dated May 27, 1960, from Hildreth Wilfred Ranks, recorded May 27, 1960, in Book No. 30, Page 422.) NO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, its successors and assigns, to their own use and behoof forever; And he or they the said Grantor for himself or themselves and his or their heirs, executors and administrators, do covenant with the said Grantee its successors and assigns, that until the encasement of these presents as or they 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, and he or they hereby engage to warrant and defend the same against all lawful claims whatever. THE CONDITION OF THIS DEED IS SUCH, that if the Grantor, his or their heirs, executors or administrators, shall accomplish the following: (a) Well and truly pay or cause to be paid to the said Grantee the sum of Seventeen thousand seven hundred forty-two dollars and nine cents (\$17,742.90) in accordance with the terms specified in a promissory note signed by Grantor and dated of even date herewith, together with any and all other indebtedness of said Grantor, whether several or joint with others, to said Grantee, its successors and assigns, hereafter contracted, and represented by promissory notes or otherwise; (b) At all times keep the buildings on said land satisfactorily insured against loss by fire for the benefit of the Grantee herein and pay when due all taxes and assessments upon said premises. (c) Keep and maintain at all times until the discharge of this mortgage a policy or policies of Life, Health and Accident Insurance covering and insuring Grantor, to be evidenced by an insurance policy or policies in possession of Grantee in the amount or amounts at least equal to the amount of this mortgage said Life, Health and Accident Insurance to inure to the benefit of the Grantee to the extent of the lien or claim hereunder. (d) Within three (3) months of the date hereof to erect a house on the heretofore described premises incorporating in its construction all of the materials purchased from Grantor by Grantor, together with all foundation, grading, paving, carpentry, plumbing, heating and electrical work, decoration and utility service, in conformity with all restrictions, conditions or other encumbrances, if any, applicable to the said premises, as well as any and all applicable building, zoning and other regulations of any governmental authority within whose jurisdiction the said land is situated. (e) Not to permit or suffer to be created any lien or charge whatever upon said premises superior to the lien of this mortgage. (f) If any payments under the terms of said note or his mortgage, including those on account of Life, Health and Accident Insurance premiums, are not paid within ten (10) days after due and payable, to pay a "late charge" of five per cent (5%) of the amount of such payment to cover the extra expense involved in handling such delinquent payments, provided, however, that nothing contained in this paragraph shall deprive the Grantee of any rights it may otherwise have, then this deed to be null and void, otherwise in full force in law. And Grantor hereby authorizes Grantee to pay all taxes, charges and assessments, with interest, costs and penalty accrued thereon, which may at any time be a lien upon the mortgaged premises or any part thereof; to pay the premiums on any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due under any conditional agreement or sale of any articles and fixtures included as a part of the mortgaged premises; and to add all amounts so paid to the principal sum secured hereby. PROVIDED, HOWEVER, in event of a foreclosure hereunder, Grantor shall pay the expenses thereof, including a reasonable solicitor's fee. IN WITNESS WHEREOF, We hereunto set our hands and seals this 4th day of November, 1961. In Presence of

John W. Anderson  
to Both

Rodney H. Lyman (L.S.)  
Marie D. Lyman (L.S.)

STATE OF MASS. : At ? this 4th day of November, A.D. 1961 Rodney H. Lyman and Marie D. Lyman, his wife, Personally appeared, and acknowledged this instrument, by \_\_\_\_\_ sealed and subscribed, to be their free act and deed.

Before me John W. Anderson (SEAL)  
My Commission Expires Jan. 1968

VOL. 30  
P. 274

**MORTGAGE DEED**

From- Darce E. and Frances E. Lewis

To- **THE BURLINGTON SAVINGS BANK**

Hinesburg in the County of Chittenden in the State of Vermont in consideration of--FOURTEEN HUNDRED--Dollars paid to our satisfaction by the BURLINGTON SAVINGS BANK, a corporation existing under the laws of the State of Vermont, and located at Burlington, in said State, do freely give, grant, bargain, sell, alien, and convey unto the said BURLINGTON SAVINGS BANK, its successors and assigns forever, the following described piece of land situated in Hinesburg in said County, viz.: A lot of land with all buildings thereon located on the easterly side of the main highway leading from the Town of Hinesburg to the Town of Starksboro, said lot containing 122 square rods, more or less. Being all and the same lands and premises conveyed to the within mortgagors by Warranty Deed of Carl R. Gray, Jr., Administrator of Veterans' Affairs, dated August 11, 1952 of record in Volume 29, Page 199 of the Land Records of the Town of Hinesburg. Reference is hereby made to the above mentioned instrument, the record thereof, the references therein made, and their respective records and references in aid of this description. TO HAVE AND TO HOLD the above granted and bargained premises, with all the privileges and appurtenances, thereof and thereto belonging unto the said BURLINGTON SAVINGS BANK, its successors and assigns, to its and their own proper use, benefit and behoof forever. And we the said Darce E. and Frances E. Lewis do for ourselves and our heirs, executors and administrators, covenant to and with the said BURLINGTON SAVINGS BANK, its successors and assigns that at and until the sealing of these presents we are well seized of the premises; in fee simple, that we have good right and lawful authority to bargain and sell the same, in manner and form as is above written; that they are free and clear of all encumbrance, and that we will warrant and defend the same against all lawful claims and demands of any person or persons whomsoever. THE CONDITIONS OF THIS DEED are such that if said Darce E. and Frances E. Lewis shall well and truly pay or cause to be paid unto the said BURLINGTON SAVINGS BANK, its successors or assigns, one certain note, in writing, bearing even date herewith for--FOURTEEN HUNDRED (\$1,400)--Dollars signed by Darce E. and Frances E. Lewis and payable to the order of the said BURLINGTON SAVINGS BANK, one year after date, with interest monthly payable on the 1st days of each and every month in each year, according to the tenor thereof, and shall pay any and all other indebtedness of said Darce E. and Frances E. Lewis to the said BURLINGTON SAVINGS BANK, its successors or assigns, heretofore or hereafter contracted and represented by promissory notes or otherwise; and shall also keep the buildings on said premises well insured against loss by fire, for the benefit of said mortgagee, its successors or assigns and to its or their satisfaction, and shall also pay when due, all taxes, insurance and assessments levied on said premises until said note is, or said notes and indebtedness are fully paid, then this instrument is to be void, but otherwise of force. And in case of failure to pay such taxes, insurance or assessments when due, then said BURLINGTON SAVINGS BANK, its successors and assigns may pay such taxes, insurance and assessments, and add the amount so paid therefor, including costs and expenses connected therewith and interest thereon, to the amount of said note or notes and indebtedness, and the payment of the same is also secured by and under this mortgage. And it is hereby agreed on the part of the said mortgagor to pay to the said mortgagee, in the event of foreclosure under this mortgage, the solicitor's fees incident thereto. IN WITNESS WHEREOF we hereunto set our hands and seals this 16th day of October, A.D. 1961.

IN PRESENCE OF

M. J. Hazen  
Dolores P. Dilloway

Darce E. Lewis (L.S.)  
Frances E. Lewis (L.S.)

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

Personally appeared at Burlington in said County Darce E. and Frances E. Lewis the signers and sealers of the above written instrument, and acknowledged the same to be their free act and deed, this 16th day of October, A.D. 1961.

Before me Francis G. Hewitt  
Notary Public

October 19, 1961. Received for record at 10 o'clock A.M., and Recorded in Vol. 30 on Page 561 of Hinesburg Land Records.

Attest, H. L. Murray Town Clerk

*Received and discharged March 24, 1980 at 1:22 PM, Hinesburg Town Clerk's office as attested by Gay D. Muller - town clerk*

*Discharge 4/18/88 Vol. 67 Pg. 684*

**CONTRACT**

THE TOWN OF HINESBURG, VERMONT  
AND  
LYLE A. AND LEONA P. HAYDEN

*Waived Release of  
Option to Purchase  
9/13/66 - 10/1/66 Vol 250 Pg 544*

This document constitutes a contract between the Town of Hinesburg, Vermont, hereinafter to be known as the Town and Lyle A. and Leona P. Hayden, hereinafter to be known as the Haydens. The said Town agrees to sell to the said Haydens the following pieces or parcels of property: **PARCEL NO. 1:** Being all and the same property conveyed to said Town by Fred Webster, Tax Collector, by Tax Collector's Deed dated Dec. 29, 1958 and recorded in Vol. 30 Page 274 of the Land Records of said Town with the following exceptions: **EXCEPTION No. 1:** Being that part sold to Arthur Peters by Warranty Deed dated April 8, 1959 and recorded in Vol. 30 Page 270 of the Land Records of said Town and consisting of 40 acres more or less on the South side of the Hayden Hill Road so-called. **EXCEPTION No. 2:** Being that part sold to Lyle A. and Leona P. Hayden by Warranty Deed dated June 21, 1961 and recorded in Vol. 30 Page 557 of the Land Records of said Town. Such remaining piece of property being bounded on the West by the North Road, so-called, and bounded on the South by the Hayden Hill Road, so-called, and bounded on the East by land now owned by Omer Piette and completely surrounding and being bounded by land now owned by the said Town and described below as Parcel No. 2. **PARCEL NO. 2:** Being all and the same property conveyed to said Town by Charles by Quit-Claim Deed dated Jan. 14, 1958 and recorded in Vol. 30 Page 197 of the Land Records of said Town and consisting of 10 acres more or less, said land being formerly called the Barker Lot; said land being bounded on all sides by land now owned by the Town of Hinesburg, Vermont, and described above as Parcel No. 1. To all above mentioned deeds, and all deeds therein referred to, reference is hereby made in aid of this description. The Haydens shall have full use of the above described property as long as this contract shall be in force excepting such restrictions as are described below: **RESTRICTION No. 1:** Herbert Manning has the use of the pasture for the purpose of pasturing cattle through the 1962 season. **RESTRICTION No. 2:** David Knox may continue to cut wood and clean brush on the section lying between the North Road and the brook at the foot of Hayden Hill until June 20, 1962. The said Haydens agree to pay to the Town the sum of \$1,150.00 (One thousand one hundred fifty dollars) over a period of five years in equal