



Public Works Commission

Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM

6:30 pm, Main Conference Room, 645 Pine St OR Remotely via ZOOM:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83495330508>

Or Telephone: Dial US: 301-715-8592 Webinar ID: 834 9533 0508

Channel 17 also often livestreams this on their YouTube channel and airs it over the air at a later date.

Note that comments on YouTube are not monitored.

1. Call to Order

2. Agenda - 5 Minutes

2.1. Motion to amend/adopt agenda

3. Public Forum - 3 Minutes per Person Time Limit - 10 Minutes

4. Consent Agenda - 5 Minutes

Subject	4.1. Approval of Draft Minutes of 4-16-25
Meeting	May 21, 2025 - DPW Commission Meeting 5-21-25 - Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM
Category	4. Consent Agenda - 5 Minutes
Department	Public Works Department
Type	Action (Consent)
Recommended Action	Approve Consent Agenda

5. Vacant Building Appeal - 112 Spruce St - 50 Minutes

Subject	5.1. Communication, W. Ward & Appellant
Meeting	May 21, 2025 - DPW Commission Meeting 5-21-25 - Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM
Category	5. Vacant Building Appeal - 112 Spruce St - 50 Minutes
Department	Public Works Department

Type Action

Recommended Action Motion To Approve

6. Ledgewood Circle Street Acceptance - 15 Minutes

Subject **6.1. Information, C. Manna**

Meeting May 21, 2025 - DPW Commission Meeting 5-21-25 - Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM

Category 6. Ledgewood Circle Street Acceptance - 15 Minutes

Department Public Works Department

Type Information

Recommended Action None

7. Director's Report - 10 Minutes

Subject **7.1. Communication, C. Spencer**

Meeting May 21, 2025 - DPW Commission Meeting 5-21-25 - Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM

Category 7. Director's Report - 10 Minutes

Department Public Works Department

Type Information

8. Commissioner Items

9. Adjournment

Subject **9.1. Motion to adjourn**

Meeting May 21, 2025 - DPW Commission Meeting 5-21-25 - Wednesday, May 21, 2025, 6:30 PM, To Attend in Person - 645 Pine St. Main Conference Room OR REMOTELY via ZOOM

Category 9. Adjournment

Department Public Works Department

Type Action

Recommended Action Motion to Adjourn

DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VERMONT 05401
COMMISSION MEETING APRIL 16, 2025
DRAFT MINUTES

See video for full meeting – link below

https://www.youtube.com/results?search_query=burlington+vermont++public+works+commission+meeting+4-16-25

Commissioners Present: Commissioner Barr, Chair Damiani, Vice Chair Fox, Commissioner Davis, Commissioner O’Neil-Vivanco (Zoom), Commissioner Munteanu (Late arrival)

Commissioner Absent: Commissioner Munteanu

ITEM 1 – CALL TO ORDER

Commission Chair Damiani called the meeting to order

ITEM 2 – AGENDA

Commissioner Fox made a motion to amend the agenda and remove Item 5 the Vacant Building Appeal

Commissioner Barr seconded.

Unanimous Approval.

ITEM 3 – PUBLIC FORUM

Sharon Bushor (on line) – Zandy Wheeler – Kelly Devine – Jack Tiano – Caryn Long
Richard Hillyard – Karen George – Wylie Dulmuge (on line)

ITEM 4 – CONSENT AGENDA

- 4.1 Approval of Draft Minutes 3-19-25
- 4.2 Bank St Traffic Regs near City Place
- 4.3 Archibald Street Parking Space Removal

Commissioner Barr made a motion to accept the consent agenda

Chair Damiani I just want to highlight motion to approve with that are the amended minutes with the comments from Commissioner Fox

Commissioner Barr with the amended minutes

Commissioner Munteanu seconded with the amended minutes

Unanimous Approval

ITEM 5 – VACANT BUILDING APPEAL - RESCHEDULED

ITEM 6 – ELMWOOD LOT LEASE

Commissioner Fox made a motion to authorize and adopt the proposed changes outlined in Attachment A to Appendix C, Chapter 18, which would temporarily

decommission 51 Elmwood Avenue (“Elmwood Avenue Lot” the city-owned lot on the west side of Elmwood Avenue near the intersection of Grant St) as a designated parking lot within the City of Burlington for the period inclusive May 1, 2025 to June 30, 2028, conditioned upon the City Council’s designation of the property as a location for temporary, emergency shelter from May 1, 2025 to June 30, 2028.

Commissioner Munteanu seconded
Unanimous approval

ITEM 7 – PROPOSED NEXT STEPS ON RECYCLING

Information Only

ITEM 8 – GREAT STREETS MAIN STREET UPDATE

Information Only

ITEM 9 – DIRECTOR’S REPORT

Information

ITEM 10 – COMMISSIONER ITEMS

Information

ITEM 11 – DIRECTOR & CITY ENGINEER ANNUAL REVIEW – EXECUTIVE SESSION

Chair Damiani looking for a motion to convene into executive session to discuss the annual review of the Public Works Director pursuant to 1 VSA 313 a 3.

Commissioner Barr made motion
Commissioner Fox seconded
Unanimous approval

Director Spencer what needs to follow is a motion here before you go into executive session that says after you get out of executive session you will be adjourning with no action. So that CCTV has that on tape and that, you do not need to come back here and do two seconds of motion.

Commissioner Barr made motion
Commissioner Fox seconded
Unanimous approval

ITEM 12 – ADJOURNMENT AND NEXT MEETING DATE – MAY 21, 2025

Commissioner made a motion to adjourn
Commissioner seconded.
Unanimous approval

Meeting adjourned at



Permitting and Inspections Department

645A Pine St, PO Box 849
Burlington, VT 05402-0849
VOICE (802) 863-0442
FAX: (802) 652-4221

To: Public Works Commission
From: William Ward/Director of Permitting and Inspections *W Ward*
Date: March 12, 2025
Property Address: 119 Spruce Street Burlington
Description: Single family residence
Appellant: Chris Khamnei

Date of Appeal: February 13, 2025
Subject of Appeal: Staff determination that the property is a vacant building

Code Sections subject to appeal (Full text in Exhibit #1 attached)

8-43 Definitions

(2) Vacant structure means any structure or building that is unoccupied by a person or occupied by unauthorized persons for two hundred ten (210) days, excepting permitted warehouse or permitted storage structures, garages, vacation or resort facilities or those buildings or structures only used on a seasonal basis, and those structures being newly constructed within the terms of their building and zoning permits or under substantial rehabilitation for a period of one (1) year from the date that the building permit or zoning permit is issued—whichever is later.

8-49 Enforcement and penalties.

(a) Penalty

(1) A person shall be subject to a civil penalty of five hundred dollars (\$500.00) with a waiver penalty of one hundred fifty dollars (\$150.00) for the following offenses:

- a. Failure to apply for a vacant building permit or the filing of an incomplete application;
- b. Failure to pay the vacant building fee;

Overview

The residence has been undergoing interior renovations since April 2021 according to permit records. The property owner reported there was a burst pipe in February 2024. He asked that the property be taken off the rental registry on April 1, 2024 as it was no longer a rental. The 210 days of vacancy was tracked from April 1st and an inspected as a vacant building was completed in December 2024. Due to the substantial construction that was observed during the inspection along with belongings consistent with sleeping/habitation in two bedrooms, the worker and the owner were instructed that no one should be living there for safety reasons. Director Ward instructed the property owner to seek permits for the additional work that was in progress and pay the vacant building fee for Quarter 3 of the fiscal year which runs from January 1, 2025 to March 31, 2025.



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The property owner requested an appeal of Director Ward's decision on the basis that the property owner and one other person were occupied the building in the past year for its protection. The determination of vacancy was made by Director Ward because the building has not been fit for occupancy as a residence for over 210 days. Occupying a space by workers for construction is permitted, but sleeping or habitation is not permitted due to the hazards present.

Timeline of Activity

July 9, 2020 – Building permit # CBP-20-611 was issued by the building inspector for work described as: *Interior renovations to include the repair, refinishing and/or replacement of all flooring and wall coverings, replace 3 windows in kind meeting the requirements for 2nd means of escape for living and sleeping areas.*

February 26, 2024 – Director Ward created a rental registration record for 119 Spruce Street. The property owner wrote back through the registration portal on April 1, 2024 saying ***“Bill, Can you please remove 119 spruce street from the rental registration as it is no longer rented and under construction for a while now.”*** Director Ward replied, asking if the building was now vacant and there was no response. April 1, 2024 was used as the default vacant building tracking date.

November 1, 2024 - Director Ward sent an email to the property owner inquiring about the continued vacant status of the property. There was no immediate reply from the property owner.

December 6, 2024 – Director Ward started a vacant building permit application draft on behalf of the owner. A vacant building inspection was set for December 20, 2024. The owner was notified of the scheduled inspection.

December 20, 2024 – The property was inspected by Director Ward and Inspector Tim Ahonen. The exterior was secure. One of the property owner's workers arrived and opened the front door to allow an interior inspection. The conditions inside were consistent with a substantial remodel/renovation project. No permits had been issued by the City of Burlington for the expanded scope of work. The first floor hallway, kitchen, dining room and part of the living room had the sheetrock removed and no sheetrock on the ceilings in those areas. (Exhibits 2, 3 and 4) While inspecting the second floor bedrooms Director Ward noted belongings like bedding, a night stand with personal items on the surface, a wall mounted television and space heater in two rooms. They were unoccupied but appeared to be sleeping areas that had been recently used.



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Director Ward instructed the worker that he and others are prohibited from sleeping on the job site until the residence is deemed safe by the Building Official who issued the permit. He said he understood. Director Ward posted a red unfit for human habitation notice on the front door of the residence. (Exhibit #5)

December 30, 2024 – Permit #CBP-24-882 was approved for the expanded scope of building renovations.

January 2 2025 – The payment of \$99.99 for Permit #CBP-24-882 was received from the property owner via US Mail. The return address on the envelope sent by the property owner listed 82 Overlake Park, Burlington, VT 05401. (Exhibit #6) This was noted because the property owner had stated that 119 Spruce Street was now his residence.

February 13, 2025 – Director Ward emailed the property owner an amended vacant building invoice. The standard fee of \$750 was amended according to the ordinance to be \$75 based on the property owner's documenting at least five (5) percent of the assessed valuation of the building spent on rehabilitation.

On the same date an emailed appeal was received from the property owner stating ***"Please consider this email an appeal of the decision of the vacant building permit. The basis is that I and one other person have continuously occupied the building in the past year for its protection. This is evidenced by the numerous parking warnings. The inspection that evidenced occupancy and the utility bills."***

April 1, 2025

The fourth quarter of the fiscal year marked the date a second vacant building permit and fee became due. No permit was submitted by the owner because the previous permit period is under appeal. A \$750 fee was noted in our permit records as due for this quarter pending the decision of the Public Works Commission.



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Summary

The position of The Department of Permitting and Inspections is that 119 Spruce Street should not be occupied and has not been legally occupied for over 210 days. Buildings under construction have a higher chance of a fire event and are unsafe to live in. When someone lives in a building that is under construction, the chance of a fire increases due to human activity. When wall/ceiling coverings are missing the spread of fire is uncontrolled and progresses much faster. Smoke alarms that are required to be installed per Burlington City Ordinance and Vermont State Codes will not operate properly because the spread of smoke is not controlled by flat surfaces.

City records reflect that there is not a Certificate of Occupancy or Temporary Certificate of Occupancy for the renovation pending permits.

Requested action from the Public Works Commission

Uphold the staff decision that 119 Spruce Street is a vacant building and is subject to registration and fees until it is legally re-occupied.

Exhibit #1 –

City of Burlington Vacant Building Ordinance

ARTICLE III. ABATEMENT AND REHABILITATION OF VACANT BUILDINGS AND DANGEROUS STRUCTURES¹

8-42 Statement of findings and purpose.

(a) Being that there exist in the City of Burlington structures or buildings that have become dangerous or unsafe and numerous other structures that are vacant, abandoned, and in disrepair, the Burlington city council finds and declares that:

- (1) Structures that become dangerous and unsafe must promptly be made safe and secure to protect the public safety.
- (2) Structures that are vacant and not properly secured are dangerous and unsafe in that they are extremely vulnerable to being set on fire by unauthorized persons.
- (3) Many structures that are vacant, whether secured or not, are a blight on their neighborhoods, cause deterioration and instability in their neighborhoods, and have an adverse impact upon adjacent and nearby properties.
- (4) Structures that were previously used as residential units and have since become vacant have a significant and detrimental impact on the local housing market.
- (5) Structures that are vacant and not properly secured attract vagrants and criminals and are prime locations to conduct illegal criminal activities, including arson and drug use.
- (6) Structures that are vacant and unsecured pose serious threats to the public's health and safety and therefore are declared to be public nuisances.
- (7) Immediate abatement and rehabilitation of these structures is necessary to abate such public nuisances, prevent unsightly blight and the deterioration of neighborhoods with the consequent adverse impact on the value of adjacent and nearby properties, secure the public safety and to ensure and enhance the vitality and livability of our neighborhoods.
- (8) Communication between owners of dangerous and vacant buildings and the city is essential for effective allocation of public resources and the maintenance of public health, welfare, and safety in regards to such structures.

(b) The purpose of this article is to establish the reasonably necessary measures to abate the public nuisances, blight, negative housing market impact, and other harmful effects connected with dangerous and vacant or abandoned buildings and structures and bring back into productive use consistent with the authority vested in the city to protect the health, safety and welfare of the public through the regulation of the construction, maintenance, repair, and alteration of buildings and other structures within the city.

(Ord. of 8-9-99; Ord. of 12-7-09)

8-43 Definitions.

The words and phrases used in this section have the following meanings unless their context clearly indicates otherwise:

- (1) *Director* means the director of the enforcement agency or his/her designee.
- (2) *Vacant structure* means any structure or building that is unoccupied by a person or occupied by unauthorized persons for two hundred ten (210) days, excepting permitted warehouse or permitted storage structures, garages, vacation or resort facilities or those buildings or structures only used on a seasonal basis, and those structures being newly constructed within the terms of their building and zoning permits or under substantial rehabilitation for a period of one (1) year from the date that the building permit or zoning permit is issued—whichever is later.
- (3) *Dangerous building or structure* means a building or structure or part thereof declared structurally unsafe or hazardous by any duly constituted authority, whether it is occupied, unoccupied, or vacant.
- (4) *A showing that the building is being actively marketed for sale or lease* means (a) evidence that the building or structure is being continuously marketed for sale or lease and is publicly available and viewable for sale or lease to prospective buyers or lessees until it is under contract, and (b) the disclosure of a reasonable asking price.
- (6) *Substantial rehabilitation* means rehabilitation the value of which exceeds fifty (50) percent of the assessed valuation of the building or structure.
- (5) *Owner* shall mean any and all owners of record or trustees for such owners. The obligations of owners under this article extend to the agents of such owner(s) or other persons interested in the building or structure.

(Ord. of 8-9-99; Ord. of 12-7-09)

8-44 Enforcement authority.

The director of the department of permitting and inspections is authorized to administer and enforce the provisions of this article. The director may take such measures as are necessary for the proper administration of the article, including, but not limited to, maintaining lists on the status of vacant buildings or structures. The director may delegate their powers and duties under this chapter to an appropriate administrator or any inspector so designated.

(Ord. of 8-9-99; Res. of 8-9-99; Ord. of 12-12-22(1))

8-45 Obligations of owners of dangerous structures and buildings.

- (a) A building or structure or part thereof that is or becomes dangerous or unsafe shall be made safe and secure within twenty-four (24) hours of such danger being declared by a duly authorized

official of the city. If the director or their designee determines the building cannot be made safe or secure, the owner shall take down and remove the building within sixty (60) days after such determination. An owner of such a dangerous or unsafe building or structure who would make safe or would take down and remove such a building or structure pursuant to this section shall comply with all applicable building, fire prevention, zoning ordinances and codes, including Article 9 of the zoning ordinance, the Housing Replacement Ordinance, and any other applicable code or ordinance. No change of use or occupancy shall be compelled by reason of such reconstruction or restoration.

(b) The director shall inspect a building or structure upon receiving information that the building or structure or anything attached or connected therewith is in violation of the specifications of all applicable building, fire prevention, and public safety ordinances and codes adopted herein or is otherwise in such unsafe condition that the public safety is endangered in the first forty-eight (48) hours upon receiving such notice. If the director has reason to believe that an emergency situation exists tending to create an immediate danger to the health, welfare, or safety of the general public, the director shall enter and inspect the premises. Absent an emergency situation, if the owner of the vacant building or structure fails or refuses to consent to an inspection, the director shall seek a search warrant from the Vermont District Court for the purpose of determining and ensuring the structural integrity of the building, the repairs necessary to ensure its structural integrity, that it will be safe for entry by police officers and firefighters in time of exigent circumstances or emergency, that the building and its contents will not present a hazard to the public.

(c) If, in the director's judgment, the structure or building appears to endanger the public safety, the director shall in their discretion elect to commence action to abate as herein provided. To commence an abatement action, the director shall make a careful survey report based on their inspection of the premises, or if necessary based on an additional inspection and forthwith notify the owner to remove the condition or building or make the building or condition safe and secure in the time specified for in the notice. If it appears to the director that such structure would be especially dangerous, the director may affix a notice of dangerousness in a conspicuous space upon the structure's exterior walls which shall not be removed or defaced without the director's authority.

(d) Any person notified as provided in subsection (c) of this section shall within the time specified commence to secure or remove such structure. If the public safety so requires, the director shall enter upon the premises and cause the structure to be made safe and secure and that passers-by are protected at the expense of the owner or person interested. Such costs charged to the owner or person interested shall be payable to the city upon receipt.

(e) If the owner continues such refusal or neglects to remove or make the building safe, the director shall cause it to be taken down or otherwise made safe, and the costs and charges incurred shall constitute a lien upon the real estate upon which such building is situated and shall be enforced within the time and in the manner provided for the collection of taxes on land, pursuant to [32 V.S.A. § 5061](#), so long as the lien is recorded in the office where the land records are kept. In addition, for every day's continuance of such refusal or neglect, the owner or person interested shall forfeit to the city one hundred dollars (\$100.00), to be recovered in a civil action on this article.

Any violation of this section is declared to be a nuisance and subject to removal or abatement upon a finding of violation by the superior court. The court shall restrain the construction, alteration, maintenance or use of a building or structure in violation of this section and shall restrain the further construction, alteration or repair of a building or structure reported to be unsafe under a survey authorized by this section.

An abatement action under this section is a remedy cumulative to other remedies at law and equity, and in no way preempts, supersedes, or bars civil or criminal prosecution for violation of this article, the model building or Life Safety Code or any applicable building, fire prevention, or public safety ordinance, nor is the commencement of an abatement action a condition precedent to the initiation of criminal prosecution or any other remedy. Failure to adhere to the procedure prescribed in this section shall not bar relief or remedy if such failure does not prejudice a person interested and merely constitutes harmless error.

(f) An owner or person interested who is aggrieved by an order issued pursuant to this section may appeal to the board of appeals as constituted in Section [8-8](#). An owner or person interested who is aggrieved by an order of the board of appeals may appeal by instituting relief in the Chittenden Superior Court under V.R.C.P. 74.

(Ord. of 8-9-99; Ord. of 12-12-22(1))

8-46 Obligations of owners of vacant or abandoned buildings or structures.

(a) The owner of a vacant building or structure shall obtain a vacant building permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by Section [8-43](#), the owner of the building shall apply for and obtain a vacant building permit and pay the fee, as set forth in Section [8-47](#).

Upon the expiration of a vacant building permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the director and appropriate police and fire officials. A permit is not automatically renewable. It is within the purview of the appropriate city officials whether to renew said permit, taking into account the owner's responsiveness to neighborhood concerns, record of the owner in responding to city directives, history as a property owner, as well as the number of times the owner has expired a permit. It is the city's policy not to allow vacant buildings to remain as such for prolonged periods of time. Once a building is vacant, it is the responsibility of the owner to make plans for the building, be it to rehabilitate, demolish or sell the property. Should the decision be to sell, active efforts must be underway and all obligations will transfer to the new owner.

Should a permit be renewed, it will be under the conditions that a plan is in place. All renewed permits shall be subject to all conditions and obligations imposed by this article or the initial permit unless expressly exempted therefrom.

(b) The owner of a vacant building or structure shall comply with all building, fire, life safety, zoning, and other applicable codes or ordinances and shall apply for all necessary building, fire prevention, and zoning permits upon application for a vacant building maintenance permit.

(c) The owner of a vacant building or structure shall immediately, within the first week of vacancy, remove all combustible waste and refuse therefrom in compliance with the applicable fire prevention code and shall remove any waste, rubbish or debris from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, rubbish, debris or excessive vegetation from the yards surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this article.

(d) The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized

persons, in accordance with the vacant building maintenance standards of this article. The owner of a vacant building or structure shall provide the police department with a list of persons authorized to be present in the building and shall provide notices of trespass to the police authorizing the arrest for trespass of individuals not on the list. The owner shall update the authorized person list as needed.

(e) The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this article. The director shall have continuing abatement authority throughout the time of vacancy.

(Ord. of 8-9-99; Ord. of 12-12-22(1))

8-47 Vacant building permit; inspection; maintenance standards; fees.

(a) Application by the owner of a vacant building or structure for a vacant building permit shall be made on a form provided by the director. Applicants shall provide a maintenance plan covering the permit period which shall disclose all measures to be taken to ensure that the building or structure will be kept weather-tight and secure from trespassers, safe for entry by police officers and firefighters in times of exigent circumstances or emergency, compliant with the obligations set forth in Section [8-46](#) and subsection (e) of this section and together with its premises be free from nuisance and in good order in conformance with the vacant building maintenance standards. Applicants shall disclose the expected period of vacancy (including the date of vacancy), and state the plan and timeline for the lawful occupancy, rehabilitation or removal or demolition of the structure.

(b) Vacant buildings shall be inspected at or around the beginning of the permit period to determine that they comply with this article. The owner shall cooperate with and attend the inspection and there will be a cost to the inspection that is the responsibility of the owner.

If the director has reason to believe that an emergency situation exists tending to create an immediate danger to the health, welfare, or safety of the general public, no notification or warrant is necessary and the director shall enter and inspect the premises pursuant to Section [8-45](#).

If the owner of the vacant building or structure does not cooperate with and or attend an inspection, the director may seek a search warrant from the Vermont District Court for the purpose of determining compliance with this article.

(c) The director, upon inspection, shall issue any order for work needed to:

(1) Comply with this article and adequately protect the building from intrusion by trespassers and from deterioration by the weather in accordance with the vacant building maintenance standards set forth in this article; and

(2) Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency.

When issuing such orders, the director shall specify the time for completion of the work. The order shall act as an interim vacant building permit, the duration of which shall be for the time set forth in the director's order. No interim permit shall be effective for a period of more than three (3) months.

All work done pursuant to this article shall be done in compliance with the applicable building, fire prevention, and zoning codes and ordinances.

(d) The director shall issue a vacant building permit upon being satisfied that the building has been inspected and is in compliance with this article. This permit shall be effective for a period of up to three (3) months during which time it is the responsibility of the owner to notify the city of their plans to rehabilitate, demolish or sell the property.

(e) A vacant building or structure shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following vacant building maintenance standards:

(1) *Building openings:* Doors, windows, areaways and other openings shall be weather-tight and secured against entry by birds, vermin and trespassers and free from graffiti. Missing or broken doors, windows and other such openings shall be covered by glass or other rigid transparent materials which are weather protected, and tightly fitted and secured to the opening.

(2) *Roofs:* The roof and flashings shall be sound and tight, not admit moisture or have defects which might admit moisture, rain or roof drainage, and allow for drainage to prevent dampness or deterioration in the interior walls or interior of the building.

(3) *Drainage:* The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner.

(4) *Building structure:* The building shall be maintained in good repair, structurally sound and free from debris, rubbish and garbage. The building shall be sanitary. The building shall not pose a threat to the public health and safety.

(5) *Structural members:* The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.

(6) *Foundation walls:* The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to public health and safety, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, free from graffiti, and be animal and rat-proof.

(7) *Exterior walls:* The exterior walls shall be free of holes, breaks, free from graffiti, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(8) *Decorative features:* The cornices, belt courses, corbels, terra cotta trim, fences, wall facings and similar decorative features shall be safe, anchored, and in good repair and free from graffiti. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(9) *Overhanging extensions:* All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound, and free from graffiti. Exposed metal and wood surfaces shall be

protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment

(10) *Chimneys and towers:* Chimneys, cooling towers, smokestacks, and similar appurtenances shall be structurally safe and in good repair, and free from graffiti. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(11) *Walkways:* Walkways shall be safe for pedestrian travel.

(12) *Accessory and appurtenant structures:* Accessory and appurtenant structures such as garages, sheds, and fences shall be free from safety, health, and fire hazards and shall comply with these vacant building maintenance standards.

(13) *Premises:* The premises upon which the structure or building is located shall be clean, safe, and sanitary, free from waste, rubbish, debris or excessive vegetation, and shall not pose a threat to the public health or safety.

(f) (1) A fee of seven hundred fifty dollars (\$750.00) shall be charged for a vacant building permit or renewal of such permits. The fee is to be paid at the time of application or renewal. No permit shall be issued prior to payment of the permit or renewal fee.

(2) All but two hundred dollars (\$200.00) of this fee shall be waived upon a showing that the building or structure is being actively marketed for sale or lease and maintained pursuant to the requirements of this article and its vacant building permit or renewal thereof. An owner shall be eligible for the waiver of the fee for no more than two (2) permit periods, not including any interim permit period that occurs within a permit period. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the two hundred dollars (\$200.00). A person who purchases a vacant building shall have this fee waived for the remainder of the permit period and the permit period immediately following.

(3) All but seventy-five dollars (\$75.00) of this fee shall be waived when a building is being rehabilitated pursuant to applicable building, fire, and zoning permits and the owner has spent at least five (5) percent of the assessed valuation of the building or structure on rehabilitation, not including the cost of permits, in the prior three (3) month period. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the seventy-five dollars (\$75.00).

(4) All but seventy-five dollars (\$75.00) of this fee shall be waived if an owner has secured all the duly required state and local permits to demolish the building or structure. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the seventy-five dollars (\$75.00). The owner shall demolish the building or structure within one (1) month of securing said permits; this waiver shall be void and the vacant building permit fee shall be owed if the owner fails to demolish within this time. The time to demolish may be extended upon a showing of good cause.

(5) Once the permit has expired and the city deems the property no longer eligible for renewal of said permit, the city shall notify the owner. The owner shall either show proof of active marketing for sale or lease, a plan for rehabilitation including proof of construction under contract or proof of immediate demolition. Should none of the above be presented to the city within five (5) days of the expiration of the permit, the owner shall be fined one hundred dollars (\$100.00) per day until such proof is presented.

(g) *Signs/markings.* When required pursuant to this section, signs or markings on the buildings determined to be especially unsafe in case of fire shall be applied on the front of the property, and elsewhere as the fire chief may require, at or above the second floor level and shall not be placed over doors, windows or other openings. All signs/markings shall be visible from the street and, when requested by the fire chief, shall be placed on the sides and the rear of the property. Signs/markings shall be two (2) square feet with lines of two (2) inch width, and shall have a reflective background, or be painted with reflective paint, in contrasting colors as approved by the fire chief. Signs/markings shall be applied directly on the surface of the property and shall state the date of posting and the most recent date of inspection by the fire chief and director.

(Ord. of 8-9-99; Ord. of 12-7-09; Ord. of 12-12-22(1))

8-48 Appeals and variances.

(a) A party aggrieved by an action of the director shall appeal such action by requesting a hearing to the board of appeals pursuant to the provisions of Section [8-8](#), excepting appeals of actions taken pursuant to Section [8-45](#), which shall be taken in accordance with Section [8-45\(f\)](#).

(b) Any person subject to the provisions of this article may seek a variance from the provisions of this article before the board of appeals in the same manner that an appeal is taken to the board, and subject to the same procedures as an appeal.

(c) Where a variance is requested by an applicant, the board of appeals may grant such a variance, and render a decision in favor of the appellant, if the following are found by the board:

- (1) That there are circumstances or conditions that make strict compliance with the provisions of this article unusually difficult or unduly extensive, or would create an undue hardship;
- (2) That such a hardship or condition has not been created by the applicant; and
- (3) That the variance requested will represent the minimum relief necessary and will represent the least deviation possible from the requirements of this article.

(d) In rendering a decision in favor of an applicant, the board of appeals shall attach such conditions to such variance as it considers necessary and appropriate under the circumstances to implement the purposes of this article.

(Ord. of 8-9-99; Ord. of 12-7-09)

8-49 Enforcement and penalties.

(a) *Penalty.*

(1) A person shall be subject to a civil penalty of five hundred dollars (\$500.00) with a waiver penalty of one hundred fifty dollars (\$150.00) for the following offenses:

- a. Failure to apply for a vacant building permit or the filing of an incomplete application;
- b. Failure to pay the vacant building fee;

c. Failure to schedule an inspection or to show up for an inspection for which notice has been given;

d. Failure to comply with the obligations set forth in Sections [8-46\(c\)](#) and (d); and

e. Failure to comply with an order of the enforcement officer in the time required, with each separate deficiency ordered to be corrected being deemed a separate order.

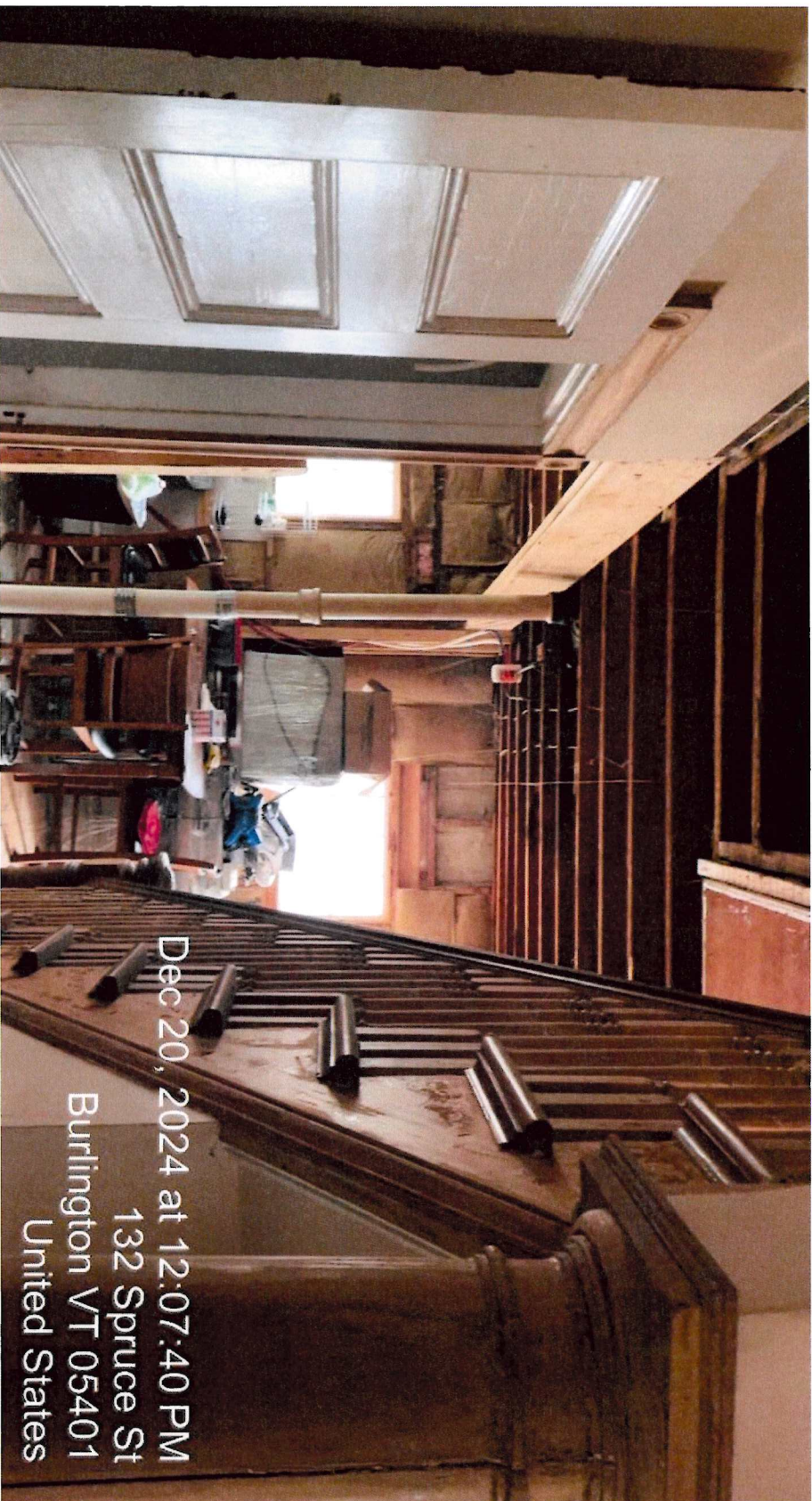
(2) A person who repeats the same offenses three (3) times within a twelve (12) month period shall be deemed to have committed a criminal offense for the third offense subject to a fine of five hundred dollars (\$500.00).

(3) Prosecution under this section is a remedy cumulative to any and all other remedies at law and equity, and in no way preempts, supersedes, or bars prosecution for violation of this article under subsection (b) of this section.

(b) Any violation of this article is also declared to be a public nuisance and subject to removal or abatement upon a finding of violation by the superior court. An abatement action as contemplated by Section [8-45](#) is discretionary and is not a precondition to criminal prosecution under this section, nor is a survey report by the director pursuant to Section [8-45](#) a prerequisite for prosecution under this section.

(c) Any order issued pursuant to this article shall be recorded in the office where the land records are kept, thereby becoming effective against any purchaser, mortgagee, attaching creditor, lienholder or other person whose claim or interest in the property arises subsequent to the recording of the order. Once the violation(s) is certified to be corrected, such orders shall be removed from the record. All fees, costs, or charges assessed pursuant to this article shall be a tax lien upon the real property pursuant to [32](#) V.S.A. § [5061](#), so long as the lien is recorded in the office where the land records are kept.

Exhibit #2



Dec 20, 2024 at 12:07:40 PM
132 Spruce St
Burlington VT 05401
United States

Photo taken by Director Ward on December 20, 2024 at 119 Spruce Street in Burlington

Exhibit #3



Photo taken by Director Ward on December 20, 2024 at 119 Spruce Street in Burlington

Exhibit #4

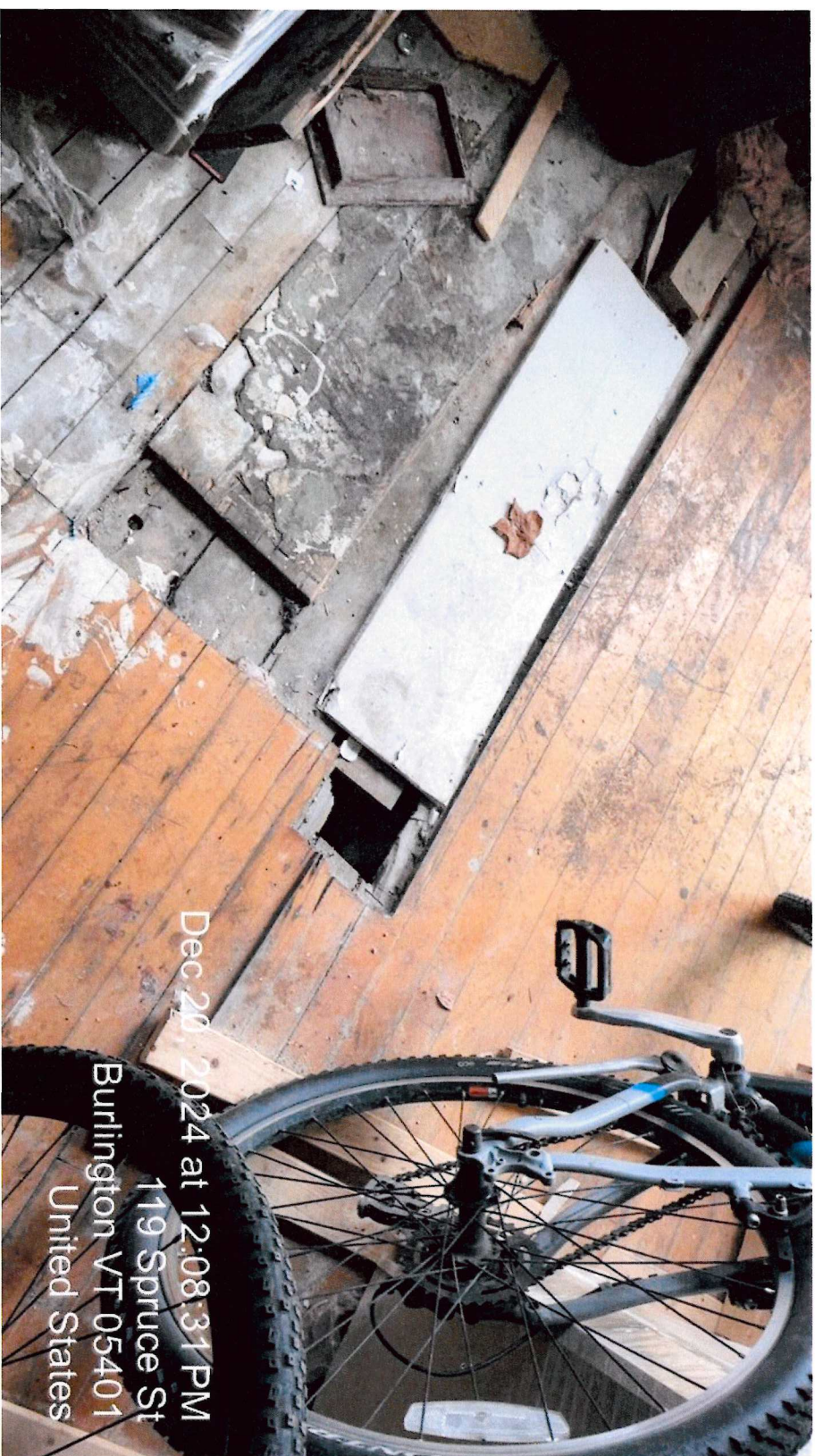


Photo taken by Director Ward on December 20, 2024 at 119 Spruce Street in Burlington

Exhibit #5



Photo taken by Director Ward on December 20, 2024 at 119 Spruce Street in Burlington

Exhibit #6



Copy of Envelope received at 645 Pine Street from the Property owner of 119 Spruce Street



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

MEMORANDUM

TO: Burlington Public Works Commission

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: May 20, 2025

CC: Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; . Assistant Director of Public Works/City Engineer

RE: Ledgewood Circle Street Acceptance

Request

To accept, through City Council Resolution, the formal conveyance of a portion of the street known as Ledgewood Circle, from the current ownership group, Ledgewood 1 Condominium Board, to the City.

A segment of Ledgewood Circle, (also know as the Austin Drive entryway) located between Austin Drive and Oakbeach Drive in the south end of the City of Burlington, serves as crucial connector street linking acces to Austin Drive , Oakbeach Drive, Southwind Drive, and Flynn Avenue. The current owner of the street, Ledgewood 1 Condominium Board, is requesting the lands be conveyed to the City for public right-of-way acceptance.

History of Ledgewood Circle - 1960's

On July 19, 1967, an agreement was made between the then owner, Champlain Associates, and the City, conveying ownership of the entire parcel lot, then know as Ledgewood Apartments, to the City. The street was never accepted via resolution by City Council. No documentation of an existing resolution pertaining to this location has been found. The original agreement demonstrates there was always intent to deed this section of road to city.

1981

In 1981, the then owner, Champlain Associates, deeded the 8.9 acre parcel (including the Austin Dr. entryway currenty proposed for acceptance) know as Ledgewood Apartments, to Ledgewood Associates.

At this time Ledgewood Associates (LA), in turn created the Ledgewood Home Owners Association (LHOA), by Declaration of Covenant, deeding to LHOA the exisiting pool and community building. It is important to note the role of a home owners association, (different from

a condo association) created for the function of maintaining shared facilities (pool and building) between four condo associations (Ledgewood South, Ledgewood East, Southwind Condo, and Ledgewood 1) making up the 8.9 acre parcel lot know as Ledgewood Apartments during this time.

Also in 1981, LA created Ledgewood 1 Condominium Association (Ledgewood 1), and conveyed to them, the same 8.9 acre parcel including the entryway from Austin Drive, into condo ownership, clearly assigning ownership of the entryway to Ledgewood 1. All 76 condo units were sold from LA to Ledgewood 1 at this time. Under the common elements of the parcel transfer to a condo association, this meant each owner owned a unit, and a percentage share of the parcel lot, which included the Austin Dr. entryway.

In July of 1981, the City and LA, executed an amendment to the 1967 agreement between City and Champlain Associates, amending the agreement to allow for the sale of individual units and townhouses. This amended agreement defines the roadway and infrastructure as privately owned and maintained by LA. Section 3 of this amendment contains language that allowing for the future acceptance of the Austin Drive entryway to the City, so long as the roadway was constructed to city specifications.

1982-1993

In June of 1982, we begin to see some confusion over ownership of the parcel. LA executed an amendment to LHOA and Ledgewood 1 Declaration of Covenant, specifying that the roadway between Austin Dr. and Flynn Ave., would be dedicated to the City. Language from section 2 of this amendment, clearly states “ *the declarant (LA) and (LHOA,) shall dedicate to the City of Burlington a roadway connecting Austin Drive and Flynn Ave.*” Oakbeach Drive as we know it today, had not been constructed as of 1982, but was planned for future development, and was completed in 1988 as public roadway.

The issue being, that LA had previously deeded the parcel lot to Ledgewood 1 in the 1981 amendment, and that Ledgewood 1, as the owner, was not included in the above mentioned 1982 amendment to the Declaration of Covenant.

Between 1982 and 1993, LHOA assumed responsibility for maintaining the Austin Drive entry way used by the four condo associations, making up LHOA.

In 1993, LA executed a warranty deed conveying the Austin Drive entryway, southern extension of Oakbeach, and the tennis courts to LHOA. Had the title search under the warranty deed been properly executed, it was have become known that LA, did have the rights to convey this property.

2018-Present

This discrepancy in ownership came to light in 2018, when LHOA began the process to convey the Austin Drive entryway to the City. LHOA in fact, has no rights to convey said property to the City, as the parcel was conveyed to Ledgewood 1 in 1981. LHOA has since recognized the error and disclaimed ownership.

For a full history and associated documentation of ownership transfers, see EX-A.

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

Right-of-Way Acceptance

The Department of Public Works, Technical Services Division, was tasked with compiling the missing documentation for the acceptance of the Austin Drive entryway in January of 2023. In collaboration with the current President of Ledgewood 1 Condo Assoc. Mr. Andrew Prendimano, which included securing a policy of title insurance, completing a boundary survey, establishing monumentation for the parcel, and a providing a warrenty deed dedicating said lands to the city.

DPW, following the guidance of the Right-of-Way Acceptance Procedure for Post Development, received sign offs from all city departments responsible for maintaining infrastructure, certifying any asset proposed for acceptance within the street segement is of adequate condition, and will not become a liability to the city as ownership is transferred.

These City Departments include:

- DPW Streets Maintenance
- DPW Water Resources
- DPW Technical Services
- DPW Traffic Division
- Department of Parks, Waterfront and Recreation
- Burlington Electric Department
- Burlington Fire Department

Historically, the city has provided a routine level of servive in maintaining the street segement. Typical maintenance over the years includes pothole filling, snow plowing, and catch basin repairs.

Future Plans for Ledgewood Circle

Should the street be accepted, it is anticipated a bike lane and new sidewalk will be installed on the north side of the divided entryway at some point in the future. With the right-of-way acceptance, DPW will be authorized to establish no parking regulations in ordinance, and bring roadway signage up to current MUTCD standards. The existing street lighting will be added to BED's capital improvement plan, and brought up to current IES lighting standards applicable to Burlington city streets.

Recommendation

The Department of Public Works is supportive of formally accepting the section of roadway known as Ledgewood Circle, as shown in Ex-D, connecting Austin Drive to Oakbeach Drive in the City of Burlington, VT.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Exhibits

- A. Chronology of Events Related To Ownership Of The Austin Drive Entryway
- B. Title Insurance
- C. Warranty Deed
- D. Right-of-Way Final Drawing
- E. Future transportation design
- F. Right-of-Way Acceptance Procedure

CHRONOLOGY OF EVENTS RELATED TO OWNERSHIP OF THE AUSTIN DRIVE ENTRYWAY

[For anyone not familiar with the area, the **site map on the last page of the attached documents** may be helpful in following this chronology.]

1. On 1/12/81, Champlain Associates, then-owner of the Ledgewood Apartments at 80 Austin Drive, executed a warranty deed conveying an 8.9 acre parcel which included those apartments to developer Gerry Milot/ Ledgewood Associates. That deed included the Austin Drive entryway. {Attachment 3}
2. On 1/15/81, Ledgewood Associates executed a Declaration of Covenant creating the Ledgewood Home Owners Association. [Vol. 271/Pg.512 of the City Land Records/not attached.] (The LHOA is NOT a condo association; it is a home owners association that exists for the purpose of managing certain facilities -- principally a pool and tennis courts-- shared by the owners of units in Ledgewood I and three other adjacent condo associations. The LHOA has no legal relationship with those four condo associations as entities, only with the unit owners.) Ledgewood Associates conveyed to the LHOA, by deed, the pool and a small "community building" that were located on the Ledgewood Apartments parcel; the entryway was not part of the property conveyed to the LHOA by Ledgewood Associates at this time. {Attachment 6}
3. On 1/15/81, the developer, Ledgewood Associates, also executed a Declaration of Condominium creating the Ledgewood I Condominium and conveying the exact same 8.9 acre parcel acquired from Champlain Associates into condo ownership, again, clearly including the Austin Drive entryway, in both the detailed description of property and the site map that were part of that Declaration. Under the provisions of its Declaration. the entryway was part of the Common Elements of the Ledgewood I Condominium. {Attachment 1, 1a, 1b}
4. Ledgewood Associates subsequently sold all 76 of the units in the Ledgewood I Condominium, meaning that, like all other common elements, each unit's percentage share of the entryway was deeded to each unit. It is important to recognize that the Common Elements, or jointly owned property, of any condo association are not conveyed by deed to the Association per se, but rather, are conveyed into condo ownership via a Declaration of Condominium, and then subsequently deeded incrementally to individual owners as a percentage share of jointly held property, along with full ownership of the unit itself. In other words, a condo association, as a legal entity, does not hold a "deed" to its common elements. By contrast, the Ledgewood Home Owners Association, which is not a condo association, does own property as a corporate entity and must acquire that property by deed.
5. On 7/14/81, the City of Burlington and Ledgewood Associates ("owner") executed an amendment to a 7/67 agreement between the City and Champlain Associates pertaining to the Ledgewood Apartments. This 7/81 agreement served to resolve a dispute over subdivision rules. One provision of that agreement states, "*It is currently contemplated by the Owner and the City that, in connection with further development of the Ledgewood property, so called, the Owner will dedicate to the City a roadway, connecting Austin Drive and Flynn Avenue, said roadway to be constructed to City specifications...*" {Attachment 4}
6. On 6/21/82, Ledgewood Associates executed a single/identical amendment to both the LHOA Declaration of Covenant AND the Ledgewood I Declaration of Condominium, the provisions of which included the following: "*[Ledgewood Associates] and the [Ledgewood] Home Owners Association ... shall dedicate to the City...a roadway connecting Austin Drive and Flynn Avenue, subject to the provisions of [the above 7/81 Agreement].*" At that time, Ledgewood Associates owned the land on which the entire Oakbeach Drive portion of this roadway was eventually built, but it did not own the already-completed Austin Drive entryway portion of the roadway, having previously conveyed it to Ledgewood I in January 1981. And the Ledgewood Home Owners Association did not own ANY of the existing or anticipated roadway property. {Attachment 5}

By this time, more than half of the Ledgewood I units had been sold, so this Amendment to both the LHOA and Ledgewood I Declarations required approval of 75% of all LHOA and Ledgewood I owners, which was obtained. Because Ledgewood I owners were the only members of the LHOA at that time, they concurrently approved the amendment to both Declarations. One possible interpretation of this Amendment could be that Ledgewood I owners approved the conveyance of the Austin Drive entryway to the City in June 1982. (However, they could not have approved the conveyance of the Oakbeach Drive Extension to the City, since neither Ledgewood I nor LHOA owned the Oakbeach Drive extension.)

7. Then, (later) in 1982, 1984 and 1986 respectively, the separate Ledgewood South, Ledgewood East and Southwind Condo Associations were created, making the owners of the 210 units in all four condo associations members of the Ledgewood Home Owners Association by virtue of a covenant in their deeds.

8. At some point between 1982 and 1993, the Ledgewood Home Owners Association apparently assumed responsibility for maintenance of the entryway, perhaps because it was used by owners in all four condo associations. (Of course, ever since Oakbeach Drive was completed around 1988, it has been used by the general public as a thoroughfare between Austin Drive and Flynn Avenue.) It's unclear if the LHOA Board at that time believed that the LHOA owned the entryway, or if there was just an informal arrangement by which the LHOA paid for maintenance.

9. For many years, much of the regular maintenance of the actual roadway of the entryway has been done by the City, including plowing, fixing potholes, installing catch basins, etc. The LHOA's main expenses have been for summer grounds maintenance around the road, as well as paying for the leased street lights and associated City stormwater fees. I believe the LHOA paid to pave the entryway at least once, in the mid-90's, the need for which probably was connected to the deed executed in 1993 (#10, next.)

10. In January 1993, Ledgewood Associates executed a warranty deed purportedly conveying the Austin Drive entryway, the southern extension of Oakbeach Drive (the northern section of Oakbeach had already been accepted as a City street) and the Ledgewood tennis courts to the Ledgewood Home Owners Association. At the time, Ledgewood Associates owned the Oakbeach Drive extension and the tennis courts, but did not own the entryway. Either a proper title search was not conducted by any of the parties prior to execution of the deed, or the information was ignored. (The reason that Ledgewood Associates initiated this deed at this time is murky, but presumably was to avoid as much financial liability as possible. It is a complete mystery as to why the LHOA would have agreed to accept ownership of any roadway, since this was not in the best interest of the 210 LHOA owners, and the intent all along was for these to become City streets.) {Attachment 2}

11. Due to the existence of this deed, LHOA and LWI Boards since that time appear to have assumed that the LHOA, in fact, owned the entryway.

12. The LHOA has always wanted to convey the entryway to the City; it was pursued a few times but somehow never happened.

13. In 2018, the LHOA Board decided to again pursue conveying the entryway to the City, and while researching the documents related to entryway ownership, discovered that, in fact, the entryway was part of the property conveyed to Ledgewood I in 1981. This meant that the 1993 deed held by the LHOA was invalid with respect to the entryway, because Ledgewood Associates had no legal right to convey it. In response, the Ledgewood Home Owners Association Board formally notified the Ledgewood I Condo Association Board that the LHOA disclaimed ownership of the entryway, because Ledgewood Associates clearly did not own it at the time the 1993 deed was executed. This disclaimer is filed in the City Land Records. {Attachment 7}

ATTACHED DOCUMENTS:

1. Pertinent excerpts from Ledgewood I Declaration of Condominium [Vol. 271/Pg. 481; Plat 118/71]
 - 1a. LWI Declaration of Condominium Exhibit B – parcel map (1/81)
 - 1b. LWI Declaration of Condominium Exhibit D – description of parcel (1/81)

2. 1/93 Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association for Austin Drive entryway, Oakbeach Drive extension & tennis courts [Vol. 473/Pg. 126]

3. 1/81 Warranty Deed from Champlain Associates to Ledgewood Associates for Ledgewood I parcel [Vol. 272/Pg. 669]

4. 7/81 Agreement between City of Burlington and Ledgewood Associates [Vol. 275/Pg.507]

5. 6/82 Amendment to Declaration of Covenant of the Ledgewood Home Owners Association and to Declaration of Condominium for Ledgewood I [Vol. 283/Pg. 141; Plat 141/28]

6. 1/81 Quit Claim Deed from Ledgewood Associates to Ledgewood Home Owners Association for pool & Community building [Vol. 272/Pg. 685]

7. 3/19 Letter from LHOA Board to Ledgewood I Board disclaiming ownership of entryway [Bk. 1437/Pg. 193]

ATTACHMENT 1:

Excerpts from DECLARATION OF LEDGEWOOD I CONDOMINIUM (January 1981)

[Vol. 271/Pg.481; Plat 118/71]

Section 1.01. Submission of Property; Creation.

*Ledgewood Associates, a Vermont general partnership having a place of business in Essex, Vermont (the "Declarant") in fee simple of **the lands described in Exhibit D**, located in the City of Burlington, County of Chittenden and State of Vermont (the "Land") , hereby submits the Land, together with all easements, rights and appurtenances thereto (the "Property") , to the provisions of Chapter 15 of Title 27 of the Vermont Statutes Annotated, known as the Vermont Condominium Ownership Act (the "Act"), and hereby creates with respect to the Property a condominium, to be known as Ledgewood I Condominium (the "Condominium").*

Section 2.03. Description of Units; Allocation. The locations of all Apartments (the "Units") within the Buildings are shown on the "Plans" attached as Exhibits A and B. There are a total of 76 Units, of which 8 Units are one-bedroom apartments, 16 Units are two—bedroom apartments, 8 Units are three—bedroom apartments and 44 Units are two—bedroom townhouse style apartments occupying two stories.

Section 3.02. Common Areas and Facilities. The Common Elements are all the Property depicted on Exhibits A and B except Units and Limited Common Elements. The Common Elements shall remain undivided and shall be devoted to the common use and enjoyment of all Unit owners. No Unit owner nor any other person shall maintain any action for partition or division thereof, unless the Property has been removed from the provision of this Declaration pursuant to the Act. Each Unit owner may use the respective Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Unit owners. The Common Elements include, without limitation, the following:

- (a) the Land described in Exhibit D, including the real, estate upon which the Buildings and other improvements are located, together with the benefit of, and subject to, all rights, easements, restrictions and agreements recorded in the Land Records of the City of Burlington, including the specific reservations and grants set forth in a deed of Champlain Associates dated January 15 , 1981, to the Declarant, recorded in Volume Page of the Land Records of the City of Burlington;*
- (b) all portions of the Buildings, except those portions identified as Units and Limited Common Elements; and*
- (c) all improvements other than the Buildings and Limited Common Elements.*

Section 5.03. Easement for Completion. The Declarant hereby reserves an easement through the Common Elements for the purpose of completing or making improvements described in this Declaration or to make improvements in the Condominium and to make and complete improvements on lands described in a Declaration of Covenants, Conditions and Restrictions, dated January , 1981, recorded in Volume , Page of the Land Records of the City of Burlington, and to erect and remove signs advertising the Condominiums.

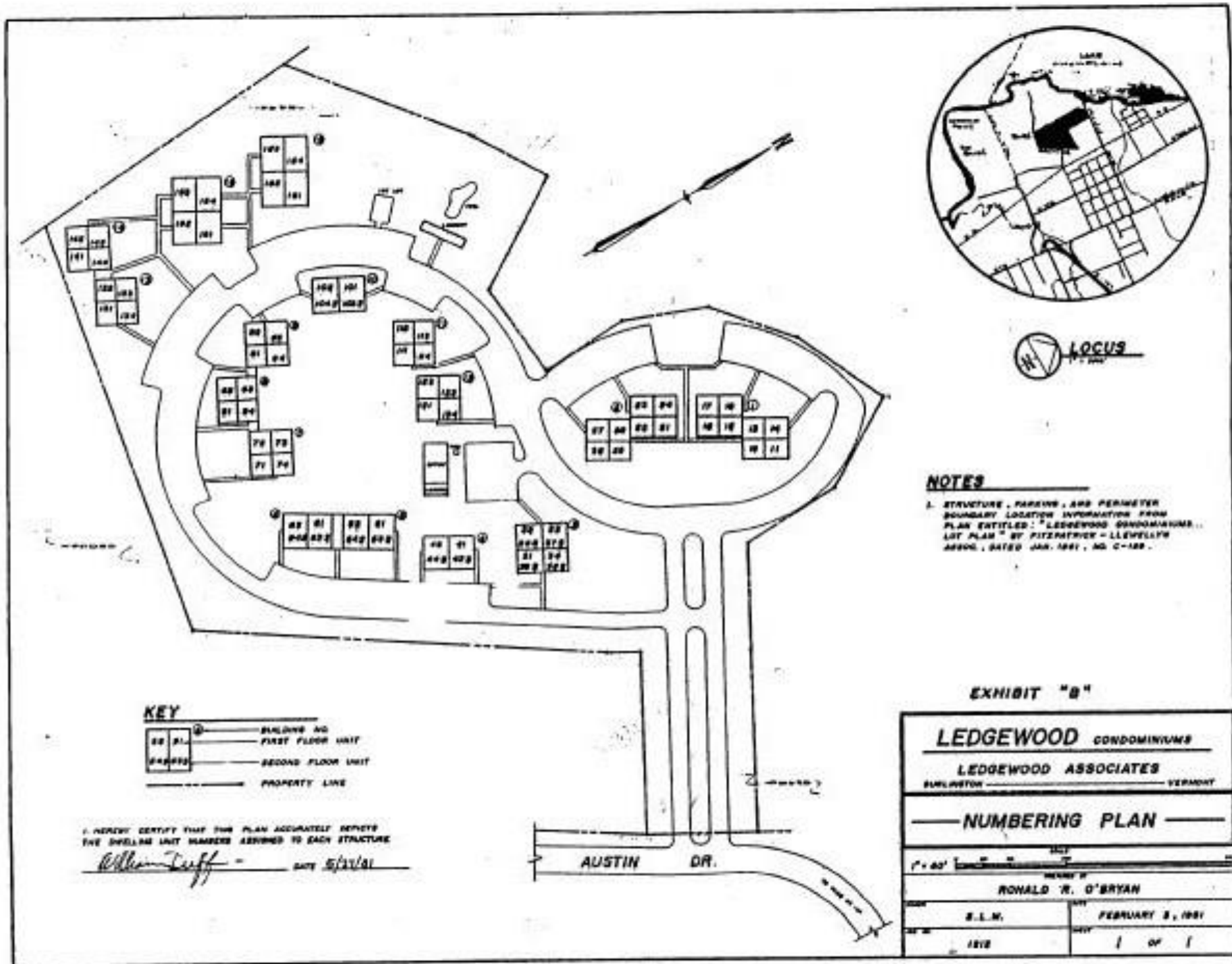


EXHIBIT "B"

EXHIBIT D

Being a certain piece or parcel of land lying or being northerly and westerly of Austin Drive in said City of Burlington, containing 8.97 acres and improved by a 76 unit apartment project known as Ledgewood Apartments and which said premises are more particularly described as follows: Commencing at a point which marks the intersection of the westerly line of Austin Drive with the northerly boundary of the right of way leading from Austin Drive northwesterly into the Ledgewood Development; thence continuing in a generally northwesterly direction a distance of 200.00 feet to a survey marker; thence continuing in the same course a distance of 118.00 feet; thence turning to the right so as to form an included angle of 238°00'00" and continuing in a northerly direction a distance of 112.00 feet; thence turning to the left so as to form an included angle of 151°30'00" and continuing in a northwesterly direction a distance of 113.00 feet; thence turning to the left so as to form an included angle of 97°00'00" and continuing in a generally westerly direction a distance of 114.00 feet; thence turning to the left so as to form an included angle of 163°30'00" and continuing in a southwesterly direction a distance of 103.00 feet; thence turning to the left so as to form an included angle of 153°00'00" and continuing in a generally southerly direction a distance of 95.00 feet; thence turning to the left so as to form an included angle of 155°00'00" and continuing in a southerly direction a distance of 100.00 feet; thence turning to the right so as to form an included angle of 269°00'00" and continuing in a westerly direction a distance of 110.00 feet; thence turning to the right so as to form an included angle of 242°00'00" and continuing in a northwesterly direction a distance of 141.00 feet; thence turning to the left so as to form an included angle of 91°00'00" and continuing in a southerly direction a distance of 96.00 feet; thence turning to the left so as to form an included angle of 173°23'00" and continuing in a southerly direction 219.76 feet, to a point on the boundary of lands now or formerly belonging to Cliffside Country Club, Inc.; thence turning to the left so as to form an included angle of 123°53'20" and continuing along the easterly boundary of the Cliffside land a distance of 315.80 feet to a survey marker located at the southwesterly-most corner of Phase I of the Ledgewood Town House Development; thence turning to the left so as to form an included angle of 104°26'00", and continuing along the northerly boundary of the numbered lots as delineated on the Harvell Plan referred to below, a distance of 480.64 feet in an easterly direction to a survey marker; thence turning to the left so as to form an included angle of 113°07'40", and continuing in a generally north-

Point		Cumul. Ft
1	200	
2	118	318
3	112	430
4	113	543
5	114	657
6	103	760
7	95	855
8	100	955
9	110	1065
10	141	1206
11	96	1302
12	220	1522
13	316	1838
14	481	2319
15	448	2767
16	42	2809
17	200	3009
18	120	3129
3129 ft.		
perimeter		

easterly direction approximately parallel with the boundary line of Austin Drive, a distance of 447.71 feet to a survey marker; thence turning to the left so as to form an included angle of 175°10'00" and continuing in a northeasterly direction a distance of 42.00 feet to a survey marker; thence turning to the right so as to form an included angle of 270°00'00" and continuing in a generally southeasterly direction parallel with the North line of the access road to Phase I of Ledgewood Development, a distance of 200.00 feet to a survey marker located at the intersection of the southerly line of the access road with the westerly line of the right of way of Austin Drive; thence turning to the left so as to form an included angle of 90°00'00" and continuing in a northeasterly direction along the boundary line of the right of way of Austin Drive a distance of 120.00 feet to the point of beginning.

The lands and premises herein described are delineated on a survey dated January 1969 by Harvell Associates, Inc. entitled "Perimeter of Phase I and Building Lots Champlain Associates, Ledgewood Townhouse Development, Burlington, Vermont", as recorded in Volume 188 at Page 638 of the Burlington City Land Records.

Being all and the same property conveyed to the within Mortgagor by Warranty Deed of Thomas Cholnoky, Imre Cholnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates of or about even date herewith and to be recorded in the Burlington City Land Records.

The above described property is conveyed subject to the easements and rights reserved and with the benefit of a sewer easement granted, all as set forth in said aforementioned warranty deed; is conveyed subject to existing leasehold rights; and is conveyed subject to an Agreement and Covenant between Champlain Associates and the City of Burlington dated July 19, 1967 and recorded in Volume 183 at Pages 350-353 of the Burlington City Land Records.

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



126
WARRANTY DEED

CITY CLERK'S OFFICE
 Registered 1-29-93
 422 on Page
 In 21 V.S.A. Chap. 208
 NOTARIAL COMM. NO. 1000
 James E. Fisher, City Clerk
 Attest: *J. Fisher*
 James E. Fisher, City Clerk

KNOW ALL MEN BY THESE PRESENTS:

That LEDGEWOOD ASSOCIATES, a Vermont general partnership of Essex Junction in the County of Chittenden and State of Vermont (the "Grantor"),

in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by

LEDGEWOOD HOME OWNERS ASSOCIATION, a Vermont non-profit corporation having a place of business in

Burlington in the County of Chittenden and State of Vermont (together, if more than one, the "Grantee"),

by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the Grantee, and the heirs, successors and assigns of the Grantee forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

Being two pieces or parcels of land, with all improvements thereon, and being a portion of the lands and premises conveyed to LedgeWood Associates pursuant to a warranty deed, dated January 12, 1981, from Champlain Associates, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington, more particularly described as follows:

- (a) the tennis courts, at LedgeWood, and have dimensions marked by the exterior fences thereof; and
- (b) being a piece or parcel of land, more particularly described as follows:

Beginning at a point, which point is in the westerly sideline of Austin Drive, so-called, and is also the northeasterly corner of the lands and premises known as "LedgeWood South", as more particularly described in the Declaration of Condominium, dated June 14, 1982, recorded in Volume 283, Page 90- of the Land Records of the City of Burlington;

thence proceeding N60°01'34"W a distance of 200.35 to a point; thence proceeding in the same course a distance of 84.46 feet to a point;

thence turning to the right, at an angle of 90°, and proceeding N29°58'26"E a distance of 120.53 feet to a point marked by a concrete monument;

thence proceeding in a general northerly direction in a curve to the left having a length of 134.16 feet to a point; thence proceeding N30°11'34"W a distance of 113.00 feet to a point; thence proceeding in the same course along the common sideline with lands and premises commonly known as "Southwind-By-The-Lake", as more particularly described in a Declaration of Condominium, dated July 30, 1986, recorded in Volume 341, Page 129- of the Land Records of the City of Burlington, a distance of 26.01 feet to a point;

thence proceeding along a curve to the left in the sideline of Southwind-By-The-Lake, the curve having a length of 85.52 feet to a point;

feet in perimeter as described section by section in 1993 deed:

200	cumulative	
84.5		284.5
120.5		405
134		539
113		652
26		678
85.5		763.5
18		781.5
60		841.5
119		960.5
120		1080.5
199		1279.5
220		1499.5
120		1619.5
1619.5		

estimated (omitted from deed)

from LWI property map/des

thence turning to the right and proceeding N50°11'03"E in the common line of Southwind By The Lake a distance of 17.89 feet to a point; thence proceeding in the same course a distance of 60.00 feet to a point;

thence turning to the right along a curve to the right in the common boundary with lands known as "Ledgewood East", more particularly described in the Declaration of Condominium, dated June 15, 1984, recorded in Volume 309, Page 52- of the Land Records of the City of Burlington, a distance of _____ to a point;

Measure
ment
missing,
but can
deduce

thence proceeding S30°31'34"E in the common boundary of Ledgewood East a distance of 139.01 feet to a point;

thence proceeding in a curve to the right in the common boundary of Ledgewood East, the curve having a length of 199.25 feet to a point;

thence turning to the left and proceeding S60°01'34"E in the common boundary of Ledgewood East a distance of 220.26 feet to a point in the westerly sideline of Austin Drive;

thence turning to the right and proceeding in the westerly boundary of Austin Drive to the point or place of beginning.

Final # ft.
across
road back
to
beginning
taken from
LWI parcel
map &
description

Meaning and intending hereby to describe and convey Ledgewood Road, so-called.

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

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, and the heirs, successors and assigns of the Grantee, to their own use and behoof forever;

And the Grantor, for itself and its successors and assigns, does covenant with the Grantee, and the heirs, successors and assigns of the Grantee, that until the executing of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 271, Page 512 of the Land Records of the City of Burlington, as amended, and real estate taxes and other municipal liens or assessments and, by acceptance hereof, the Grantee agrees to assume, be responsible for and hold harmless the Grantor from, all unpaid and future real estate taxes and other municipal liens or assessments; and that it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed this 27 day of February, 1993.

IN PRESENCE OF:

[Handwritten signature]
[Handwritten signature]

LEDGEWOOD ASSOCIATES

BY *[Handwritten signature]* LS
Duly Authorized Agent

Sketch of roadway described in 1-19-93 Warranty Deed from Ledgewood Assoc to LHOA, using coordinates from the deed. V473/P126 [Sketch revised 9-18-18 to improve accuracy using coordinates from LWI Decl. as well.]



Warranty Deed from Champlain Associates to Ledgewood Associates 1-15-81 for original LWI parcel

BROWNS COURT

Amendment, see vol. 283 p141

BASEMENT PROPOSED TO BE CONVEYED FROM THE CITY OF BURLINGTON TO COLLEGE, INC.

669

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That WE, THOMAS CHOLNOKY, IMRE CHOLNOKY, WILLIAM C. BROOKS, RALPH F. BROOKS, all of Greenwich in the County of Fairfield and State of Connecticut d/b/a CHAMPLAIN ASSOCIATES, a Connecticut partnership, located at said Greenwich and duly authorized to transact business in Vermont, (formerly d/b/a Oakledge Associates, a Connecticut partnership) GRANTORS, in the consideration of One Dollar and other valuable consideration, paid to our full satisfaction by LEDGEWOOD ASSOCIATES, a partnership located at Burlington, in the County of Chittenden, and State of Vermont, GRANTEE, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, LEDGEWOOD ASSOCIATES, a Vermont partnership, and its successors and assigns forever, a certain piece of land in Burlington, in the County of Chittenden, and State of Vermont, described as follows:

Being a certain piece or parcel of land lying or being northerly and westerly of Austin Drive in said City of Burlington, containing 8.97 acres and improved by a 76 unit apartment project known as Ledgewood Apartments and which said premises are more particularly described as follows:

Commencing at a point which marks the intersection of the westerly line of Austin Drive with the northerly boundary of the right of way leading from Austin Drive northwesterly into the Ledgewood Development.

Then continuing in a generally northwesterly direction a distance of 200.00 feet to a survey marker.

Thence continuing in the same course a distance of 118.00 feet;

Thence turning to the right so as to form an included angle of 238° 00' 00" and continuing in a northerly direction a distance of 112.00 feet;

Thence turning to the left so as to form an included angle of 151° 30' 00" and continuing in a northwesterly direction a distance of 113.00 feet;

Vermont Property Transfer Tax 32 V.S.A. Chap. 231
-ACKNOWLEDGMENT-
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd
Vt. Land Use & Development Plans Act Cert. Rec'd
Return No. 4550739
Signed [Signature] Clerk
Date 1/15/81

Attest [Signature] City Clerk

670

Thence turning to the left so as to form an included angle of $97^{\circ} 00' 00''$ and continuing in a generally westerly direction a distance of 114.00 feet;

Thence turning to the left so as to form an included angle of $163^{\circ} 30' 00''$ and continuing in a southwesterly direction a distance of 103.00 feet;

Thence turning to the left so as to form an included angle of $153^{\circ} 00' 00''$ and continuing in a generally southerly direction a distance of 95.00 feet;

Thence turning to the left so as to form an included angle of $155^{\circ} 00' 00''$ and continuing in a southerly direction a distance of 100.00 feet;

Thence turning to the right so as to form an included angle of $269^{\circ} 00' 00''$ and continuing in a westerly direction a distance of 110.00 feet;

Thence turning to the right so as to form an included angle of $242^{\circ} 00' 00''$ and continuing in a northwesterly direction a distance of 141.00 feet;

Thence turning to the left so as to form an included angle of $91^{\circ} 00' 00''$ and continuing in a southerly direction a distance of 96.00 feet;

Thence turning to the left so as to form an included angle of $173^{\circ} 23' 00''$ and continuing in a southerly direction 219.76 feet, to a point on the boundary of lands now or formerly belonging to Cliffside Country Club, Inc.;

Thence turning to the left so as to form an included angle of $123^{\circ} 53' 20''$ and continuing along the easterly boundary of the Cliffside land a distance of 315.80 feet to a survey marker located at the southwest-most corner of Phase I of the Ledgewood Town House Development;

Thence turning to the left so as to form an included angle of $104^{\circ} 26' 00''$, and continuing along the northerly boundary of the numbered lots as delineated on the Harvell Plan referred to below, a distance of 480.64 feet in an easterly direction to a survey marker;

Thence turning to the left so as to form an included angle of $113^{\circ} 07' 40''$, and continuing in a generally northeasterly direction approximately parallel with the boundary line of Austin Drive, a distance of 447.71 feet to a survey marker;

Thence turning to the left so as to form an included angle of 175° 10' 00", and continuing in a northeasterly direction a distance of 42.00 feet to a survey marker;

Thence turning to the right so as to form an included angle of 270° 00' 00", and continuing in a generally southeasterly direction parallel with the North line of the access road to Phase I of Ledgewood Development, a distance of 200.00 feet to a survey marker located at the intersection of the southerly line of the access road with the westerly line of the right of way of Austin Drive;

Thence turning to the left so as to form an included angle of 90° 00' 00", and continuing in a northeasterly direction along the boundary line of the right of way of Austin Drive a distance of 120.00 feet to the point of beginning.

The lands and premises herein conveyed are delineated on a survey dated January 1969, by Harvell Associates, Inc., entitled, "Perimeter of Phase I and Building Lots Champlain Associates, Ledgewood Town House Development, Burlington, Vermont," a copy of which is filed in Burlington Land Records (Volume 188, Page 638) and reference may be made to said survey in aid of the description hereinabove set forth.

This conveyance is subject to the terms of a certain Agreement and Covenant dated 19 July 1967, between Champlain Associates and the City of Burlington, recorded in Burlington Land Records (Volume 183, Pages 350-353).

Excepting and reserving from the conveyance hereunder all apartment leasehold interests now in force in the 76 unit apartment project known as Ledgewood Apartments which is conveyed hereunder.

Grantors reserve for themselves and their successors and assigns, for the benefit of the remaining adjacent lands of Grantors, an easement and right of way over the roadways as they presently exist on the property herein conveyed, or as they may exist in the future on the property herein conveyed (Grantee to have the right to alter, relocate or improve same at its sole discretion, or as may be required by any municipal or state authority, and as long as any alteration, relocation, improvement, or imposed requirement does not terminate or prohibit the availability of access to Grantors' remaining lands), together with the right, at Grantors' sole expense, to extend said roadway at the northeasterly corner of the herein conveyed property, if necessary, to the perimeter of the herein conveyed

property in order to have a continuous uninterrupted way of access from Austin Drive in a northeasterly direction to the remaining lands of the within Grantors. Said easement and right of way shall be for the benefit of any future development on the remaining lands of Grantors, and Grantors shall have the right to create additional tenancies in said right of way for the benefit of subsequent owners or occupants of Grantors' remaining property. The expense of maintenance, repair, and/or replacement of the roadways whose use is shared shall be on a pro rata basis based on residential units using said roadways. Grantors reserve, for the benefit of the remaining lands of Grantors, the right to improve the existing roadway on the lands herein conveyed, if so required by any municipal or state authority or agency in connection with the development of the remaining lands of Grantors. Likewise, Grantors reserve for themselves and their successors and assigns, for the benefit of the remaining adjacent lands of Grantors, the right to hook on to and use existing utility services as they presently exist on the property conveyed herein, and to extend same, by underground means only, through the property herein conveyed for the benefit of and use on the remaining property of Grantors. No such extension, however, shall interfere with or adversely affect the property or improvements conveyed herein.

Further, Grantors reserve, for the benefit of the Grantors and their successors and assigns, and/or the occupants of units on the remaining lands of Grantors, and their successors and assigns, the right to use, in common with others, the laundry and pool facilities presently existing on the property conveyed herein, or any replacements thereof. The expenses of maintenance, improvements, replacements and/or capital expenses as to such facilities shall be shared on a pro rata basis based on residential units using said facilities. Grantee herein is not obligated by the terms of this paragraph to continue the existence of said facilities and same may be eliminated at Grantee's sole discretion. Upon 90 days' written notice to Grantee, or its successors and assigns, Grantors may elect to waive the rights reserved in this paragraph, whereupon its obligations to share in such expenses shall terminate. Grantors grant to Grantee, for the benefit of Grantee and its successors and assigns, the right to hook on to and use sewer lines now or hereafter existing on the remaining lands of Grantors, so as to connect to the Flynn Avenue sewer, so-called. If the Grantee, or its successors or assigns, does not or cannot hook on to sewer lines now or hereafter existing on remaining lands of Grantors, Grantors grant to Grantee, for the benefit of Grantee and its successors and assigns, an easement or right of way over the remaining lands of Grantors for the installation, construction, repair, maintenance and renovation of a sewer line, twenty feet in width in the location of the former Berkshire Life Insurance Company easement, and adjacent to the easterly boundary line of said easement, running from the lands herein conveyed to Flynn Avenue, said easement or right of way shall terminate however if Grantee, or its successors or assigns, shall exercise the right to hook on to sewer lines now or hereafter existing as herein granted.

Grantors covenant that any sewer line to be installed hereafter in the remaining lands of Grantors will be of sufficient size to connect to any hook-up made by Grantee, and Grantee shall reimburse Grantors, upon hook-up, for the additional costs incurred by Grantor, if any, on account of this covenant.

Being all of Parcel One as described and conveyed by Quitclaim Deed of Berkshire Life Insurance Company to Thomas Chohnoky, Imre Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates dated August 12, 1976 and recorded in Volume 237 at Page 477 of the Burlington City Land Records. Previously being Parcel One as described and conveyed to Berkshire Life Insurance Company by Warranty Deed of Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates and their respective wives dated February 26, 1969 and recorded in Volume 191 at Pages 638-643 of the Burlington City Land Records. Said property conveyed herein is a portion of the property originally conveyed to Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Oakledge Associates by Warranty Deed of Cliffside Country Club, Inc. dated December 14, 1966 and recorded in Volume 181 at Pages 116-121 of said Burlington City Land Records. A small portion of the herein conveyed property may originally have been conveyed to Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Oakledge Associates by Quitclaim Deed of Redstone Park, Inc. dated December 14, 1966 and recorded in Volume 181 at Page 121 of said Burlington City Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee LEDGEWOOD ASSOCIATES, a Vermont partnership, and its successors and assigns, to their own use and behoof forever; And we the said Grantors for ourselves and our successors and assigns, do covenant with the said Grantee LEDGEWOOD ASSOCIATES, and its successors and assigns, that until the ensealing of these Presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid;

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, The Grantors hereunto set our hands this 17th day of January A.D. 1981.

In the Presence of:

Leslie A. Young
 Leslie A. Young
Patricia B. Callan
 Patricia B. Callan

Leslie A. Young
 Leslie A. Young
Patricia B. Callan
 Patricia B. Callan

Leslie A. Young
 Leslie A. Young
Patricia B. Callan
 Patricia B. Callan

Leslie A. Young
 Leslie A. Young
Patricia B. Callan
 Patricia B. Callan

Thomas Cholnoky
 Thomas Cholnoky

Imre Cholnoky
 Imre Cholnoky

William C. Brooks
 William C. Brooks

Ralph F. Brooks
 Ralph F. Brooks,
 PARTNERSHIP WITH
 CHAMPLAIN ASSOCIATES.

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD)SS. At Greenwich this 12th day of
 January A.D. 1981, Thomas Cholnoky, Imre Cholnoky, William C. Brooks
 and Ralph F. Brooks personally appeared, and they acknowledged this
 instrument, by them sealed and subscribed, to be their free act and
 deed.

Before me Patricia B. Callan
 Notary Public
 Patricia B. Callan

(Authentication Certificate to be attached)

State of Connecticut
 Judicial District
 (T.A. Fairfield)
 Notary Public

BERNARD J. LUCKART
 I, Bernard J. Luckart Clerk of said Judicial District and of the Superior Court in and for said
 District, the same being a Court of Record, having by law a seal hereby certify
 That Patricia B. Callan
 whose name is subscribed to the certificate of proof, acknowledgment or affidavit or to the instrument
 thereon written, was, at the time of taking such proof, acknowledgment or affidavit, a person who is
~~not~~ legally within and for said Judicial District, being a resident thereof,
 appointed, commissioned and sworn, and authorized by the laws of said State to take such
 acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments, and to
 instruments to be recorded herein, and to certify the same, that full faith and credit shall be given to
 official acts; and I further certify that I have compared the signature to the original instrument with the
 this office by such person and verily believe that the signature, to the original instrument, is the
 signature and said certificate is not required to be under seal, and the person signing such certificate
 law to file in this office an impression of the official seal.

her
 In testimony whereof, I have hereunto set my hand and affixed the seal of said
 said Judicial District and State, on the 13th day of January
 1981
 By Joyce M. Luckart

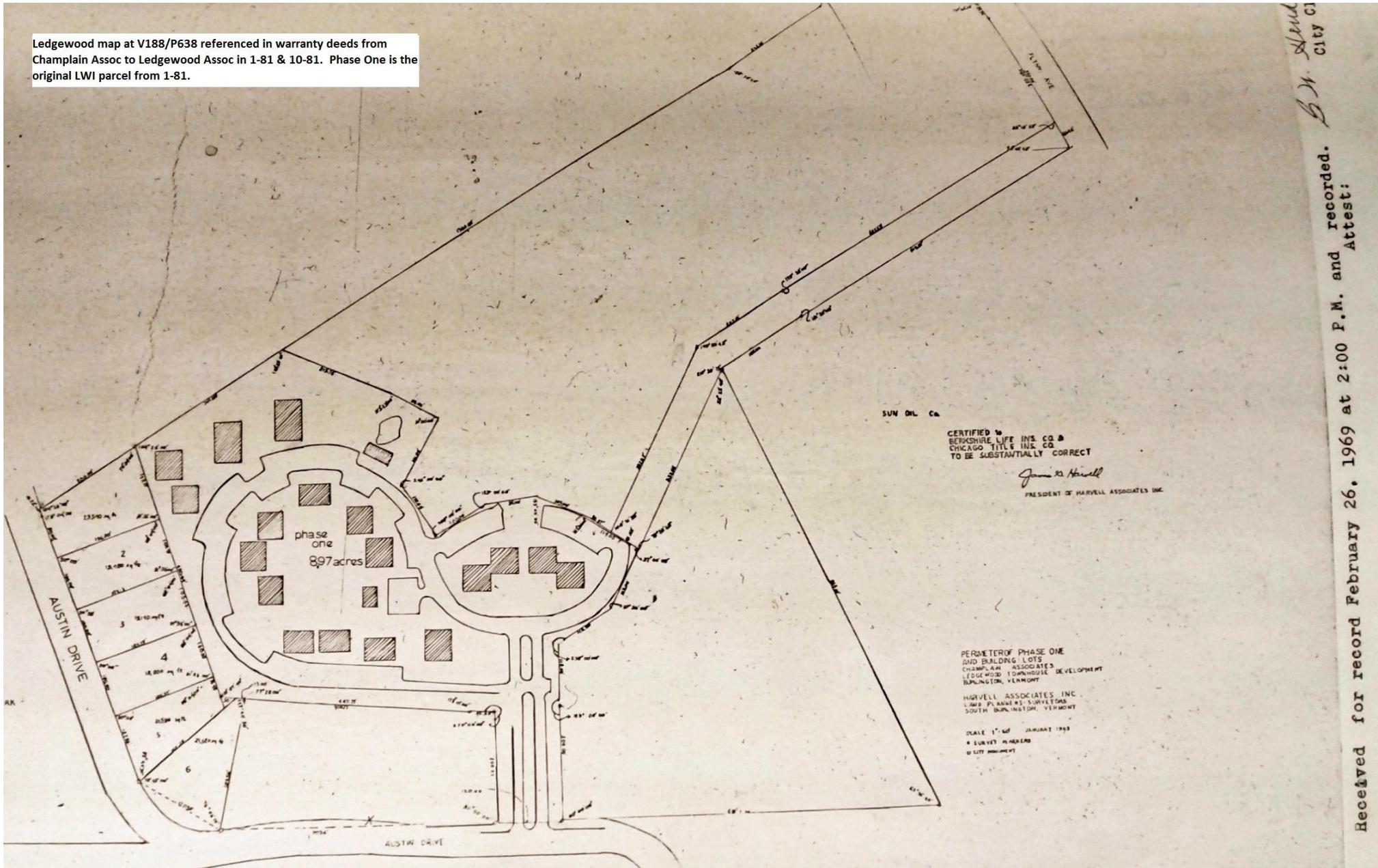
Received for record

Jan. 15 . 19 81

Attest

Patricia B. Callan
 Notary Public

Ledgewood map at V188/P638 referenced in warranty deeds from Champlain Assoc to Ledgewood Assoc in 1-81 & 10-81. Phase One is the original LWI parcel from 1-81.



AGREEMENT BETWEEN CITY & LEDGEWOOD ASSOC

R. 507

7/14/81

AGREEMENT

Agree

AGREEMENT, dated this 14 day of July, 1981, by and between LedgeWood Associates, a Vermont partnership having a place of business in Essex Junction, Vermont (the "Owner"), and the City of Burlington, a municipal corporation of the State of Vermont (the "City"):

WITNESSETH:

WHEREAS, the Owner has acquired the interests of Champlain Associates in certain lands and premises described in an Agreement and Covenant, dated July 19, 1967, recorded in Volume 183, Page 350 of the Land Records of the City of Burlington; and

WHEREAS, pursuant to the Agreement and Covenant, Champlain Associates obligated itself to satisfy certain standards at such time as such lands and premises were conveyed to anyone other than a purchaser who would continue to maintain them as a private and unitary development; and

WHEREAS, the Owner desires to commit said lands and premises to the provisions of the Vermont Condominium Ownership Act and to sell garden apartments and townhouse units to purchasers for value; and

WHEREAS, the Owner and the City have disagreed whether the conveyance of condominium apartments is consistent with the provisions of the Agreement and Covenant; and

WHEREAS, the Owner and the City desire to resolve their differences;

NOW, THEREFORE, THE Owner and the City, in consideration of Ten and More Dollars and other good and valuable consideration, hereby agree to modify and supplement the Agreement and Covenant, as follows:

- 1. The Owner may sell condominium apartments and townhouses on such lands and premises, providing that the deed from the Owner to each purchaser shall contain the following language:

The Grantee, by acceptance of this deed, acknowledges that certain of the water mains and services, sewer laterals and sewer facilities servicing the Apartments and the Condominium are owned by, and subject to maintenance, repair and replacement by the LedgeWood I Condominium Association or the LedgeWood Home Owners

Association; and the Grantee covenants for itself, its successors, heirs and assigns, not to petition or otherwise request the City of Burlington to accept such facilities as public facilities, nor to seek from the City of Burlington any repair, maintenance or replacement thereof.

2. The Owner shall further amend the Declaration of Covenants, Conditions and Restrictions, originally dated January 15, 1981, to add the following:

§2.05. Private Roads; Utilities. The Association shall own, and shall maintain, repair and replace all water mains and services, sewer laterals and secondary sewer facilities servicing the Property (including any portion thereof committed to Condominium ownership), and during such period of ownership the Association shall not, either directly or indirectly, petition or otherwise request the City of Burlington to accept such facilities as public facilities, nor seek from the City of Burlington any repair, maintenance or replacement thereof. At no time shall the City of Burlington be responsible for maintenance, repair or replacement thereof. At no time shall the City of Burlington be responsible for maintenance, repair or replacement of such water mains and services, sewer laterals and secondary sewer facilities.

*originally to the P
at the time
when "T"*

3. It is currently contemplated by the Owner and the City that, in connection with the further development of the LedgeWood property, so-called, the Owner will dedicate to the City a roadway, connecting Austin Drive and Flynn Avenue, said roadway to be constructed to City specifications and to contain within its right-of-way water, sewer and electrical lines, mains, and circuits. At the time that such roadway is dedicated to the City of Burlington, there shall be excluded from the dedication all secondary water mains and sewer laterals, so-called, which shall remain the responsibility of the appropriate Condominium Association or the LedgeWood Home Owners Association.

4. Except as otherwise provided herein the parties here-to ratify and affirm the Agreement and Covenant.

DATED at Burlington, Vermont this 14 day of July, 1981.

LEDGEWOOD ASSOCIATES

By: Gerald C. Milt
Partner and Duly Authorized Agent

CITY OF BURLINGTON

By: Bernard Kander
Mayor, Duly Authorized

Received for record July 14, 1981, at 1:55 P. M. and recorded.

Attest: A. L. Wagner
City Clerk

Attachment 5

AMENDMENT

WHEREAS, on or about January 12, 1981, Ledgewood Associates (the "Declarant") acquired from Champlain Associates certain lands and premises at Ledgewood pursuant to a deed, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington; and, on or about October 28, 1981, the Declarant acquired the remainder of Ledgewood from Champlain Associates' pursuant to a deed, recorded in Volume 279, Page 463 of the Land Records of the City of Burlington; and

WHEREAS, the Declarant intended that Ledgewood would be a fully integrated residential community and, to that end, the Declarant, on January 15, 1981, caused to be executed a Declaration of Covenants, Conditions and Restrictions, recorded in Volume 271, Page 512 of the Land Records of the City of Burlington, which has been amended by instruments recorded in Volume 225, Page 333 and Volume 275, Page 509 of the Land Records of the City of Burlington; and

WHEREAS, in connection with the governance of the original 76 units, the Declarant established a condominium regime, known as Ledgewood I as evidenced by a Declaration of Condominium, dated January 15, 1981, and recorded in Volume 271, Page 481 of the Land Records of the City of Burlington, as amended by an Amendment, dated May 29, 1981, and recorded in Volume 275, Page 328 of the Land Records of the City of Burlington; and

WHEREAS, in order to confirm certain rights reserved by Champlain Associates which are now possessed by the Declarant, and to assure further orderly development of Ledgewood, the parties hereto agree as follows:

1. The lands and premises acquired by the Declarant from Champlain Associates, recorded in Volume 279, Page 463 of the Land Records of the City of Burlington are, and shall be, subject to the provisions of the Declaration of Covenants, Conditions and Restrictions, as amended to date and from time to time hereafter.

2. The Declarant and the Home Owners Association (as defined in the Declaration of Covenants, Conditions and Restrictions) shall dedicate to the City of Burlington a roadway, connecting Austin Drive and Flynn Avenue, subject to the provisions of an Agreement, dated July 14, 1981 between the Declarant and the City of Burlington, recorded in Volume 275, Page 507 of the Land Records of the City of Burlington.

3. The Declarant, for itself and its successors and assigns, shall have a right to construct, install, use, maintain, repair and replace a total of 24 enclosed parking stalls, numbered 171 through 198, inclusive, at locations easterly and southerly of Buildings 4, 5, 6, 7, 8 and 9 and adjacent to the private roadway within Ledgewood I, together with the right of access to, over and through said roadway and the 24 open parking stalls adjacent thereto. The location of the parking facilities are shown and set forth on a plan of land entitled

4. This Amendment shall be an amendment to the Declaration of Covenants, Conditions and Restrictions, and to the Declaration of Condominium of the Ledgewood I Condominium, both as previously amended.

5. Vermont Service Corporation and Vermont Federal Savings & Loan Association join in the execution of and consent to this Amendment as mortgagees of the interests of the Declarant and Unit Owners.

6. The date of this Amendment is June 21st, 1982.

WITNESSES:

UNIT NO. 11

[Signature]
[Signature]

Gerald C. Melot for
Ledgewood Associates

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 21st day of June, 1982, personally appeared Gerald C. Melot and he acknowledged this instrument by his signed and sealed to be his free act and deed.

Before me

[Signature]
Notary Public

Signature pages continue for pages 143 to 164, representing at least 75% of the 76 Ledgewood I/LHOA units

UNIT NO. 12

[Signature]
[Signature]

Frederick R. Sporck
Frederick R. Sporck

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 23rd day of June, 1982, personally appeared Frederick R. Sporck, he acknowledged this instrument by him signed and sealed to be his free act and deed.

Before me

[Signature]
Notary Public

UNIT NO. 13

[Signature]
[Signature]

Ledgewood Associates
Gerald C. Melot

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

Know all Men by these Presents

That LEDGEWOOD ASSOCIATES, a Vermont partnership having a place of business in

Quit Claim Deed for LW pool & community building, from LW Assoc to LHOA, signed 1/15/81, recorded 1/20/81 V272/P685

~~xxx~~ Essex in the County of Chittenden
and State of Vermont Grantor, in the consideration of
-----Ten and more-----Dollars

paid to its full satisfaction by
LEDGEWOOD HOME OWNERS ASSOCIATION, a Vermont non-profit corporation having a place of business in

~~xxx~~ Burlington in the County of Chittenden
and State of Vermont Grantee, have Remised, Released,
and Foreber Quit-claimed unto the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors and assigns

heirs or assigns,
all right and title which

LEDGEWOOD ASSOCIATES

its successors and assigns ~~xxx~~ ~~xxx~~ have in, and to a
certain piece of land in Burlington in the
County of Chittenden and State of Vermont, described as
follows, viz:

Being two pieces or parcels of land, with all buildings and improvements thereon, and being a portion of the lands and premises conveyed to Ledgewood Associates pursuant to a warranty deed, dated January 12, 1981 of Champlain Associates, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington.

Said parcels of land are the swimming pool, pool building and community building, so-called, at Ledgewood, and have dimensions equal to five feet greater than the length and width of pool or building as the case may be.

Reference is hereby made to said deed and records and to the deeds and records therein referred in further aid of this description.

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
--ACKNOWLEDGMENT
Return Rec'd. - Tax Paid - Board of Health Cert.
Vt. Land Use & Development Plans Act Cert.
Return No. 1588063
Signed - G. Wagner
D. 1c 1/20/81

To Have and to Hold all its right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

~~heirs~~ and assigns forever.

And Furthermore it the said

LEDGEWOOD ASSOCIATES

do for itself and its successors

~~heirs, executors and administrators~~ covenant with the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

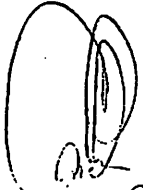
~~heirs~~ and assigns, that from and after the ensembling of these presents the said








LEDGEWOOD ASSOCIATES

will have and claim no right, in, or to the said quit-claimed premises.

In Witness Whereof, LEDGEWOOD ASSOCIATES hereunto sets its hand and seal
this 15 day of January A. D. 1981



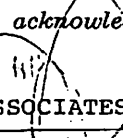
In Presence of


Toni A. Lisman

LEDGEWOOD ASSOCIATES 
BY:  





State of Vermont, } ss. At Burlington this
CHITTENDEN County } 15 day of January A. D. 1981

George C. Prout

personally appeared, and  acknowledged this instrument, by
 sealed and subscribed, to be  free act and deed.
and the free act and deed of LEDGEWOOD ASSOCIATES.
Before me _____

Received for record Jan, 20, 19 81, at 2:05 P. M. and recorded

Attest: 
City Clerk

Deed.

QUIT-CLAIM

LEDGEWOOD ASSOCIATES.

TO

LEDGEWOOD HOME OWNERS
ASSOCIATION

Dated. January 19 81

Burlington CLERK'S OFFICE

RECEIVED FOR RECORD

January 20 A. D., 19 81
AT 2 O'CLOCK 05 MINUTES P. M.

AND RECORDED IN Warranties
BOOK 272 PAGE 685 OF LAND RECORDS

ATTEST D. F. Wagner
Carl Raymond CLERK

RECORDERS FEE \$ _____

LISMAN & LISMAN
ATTORNEYS AT LAW
191 COLLEGE STREET
BURLINGTON, VERMONT 05401

March 13, 2019

TO: LedgeWood I Condo Association Board:
Werner Ostmann (President), Emily Ryan, Joe Johnson

FROM: LedgeWood Home Owners ("Master") Association Board:
Betsy Liley (President), Heather Ballou, Ann Rugg, Judy Schultz, Craig Weatherly

RE: **DISCLAIMING OWNERSHIP OF AUSTIN DRIVE ENTRYWAY**

We are writing to notify you that the LedgeWood Home Owners Association Board has voted that effective immediately, the LedgeWood Home Owners Association disclaims any right, title or interest in or to the so-called "Austin Drive entryway", having determined that the deed by which that parcel was conveyed to the LHOA is invalid, and that the LedgeWood I Condo Association is the owner of the property.

The "Austin Drive entryway" is a portion of the property purportedly conveyed by the developer, LedgeWood Associates, to the LedgeWood Home Owners Association by warranty deed on January 27, 1993 [*City Land Records V473/P126*]. It consists of a roughly 120' by 285' rectangular parcel that encompasses the two paved entry/exit lanes connected to Austin Drive, the median between those lanes, a roughly 30' wide strip of land along the outer side of each lane, and the paved intersection with the southern extension of Oakbeach Drive.

The LedgeWood Home Owners Association will no longer arrange or pay for any property maintenance, services or fees related to the above-described parcel of land, including the paved roadway, grounds, leased street lights, underground utilities, and City stormwater management fees.

Last year, while pursuing the possible conveyance of the Austin Drive entryway to the City of Burlington, we determined that the 1993 warranty deed referenced above did not effect a conveyance of the Austin Drive entryway because:

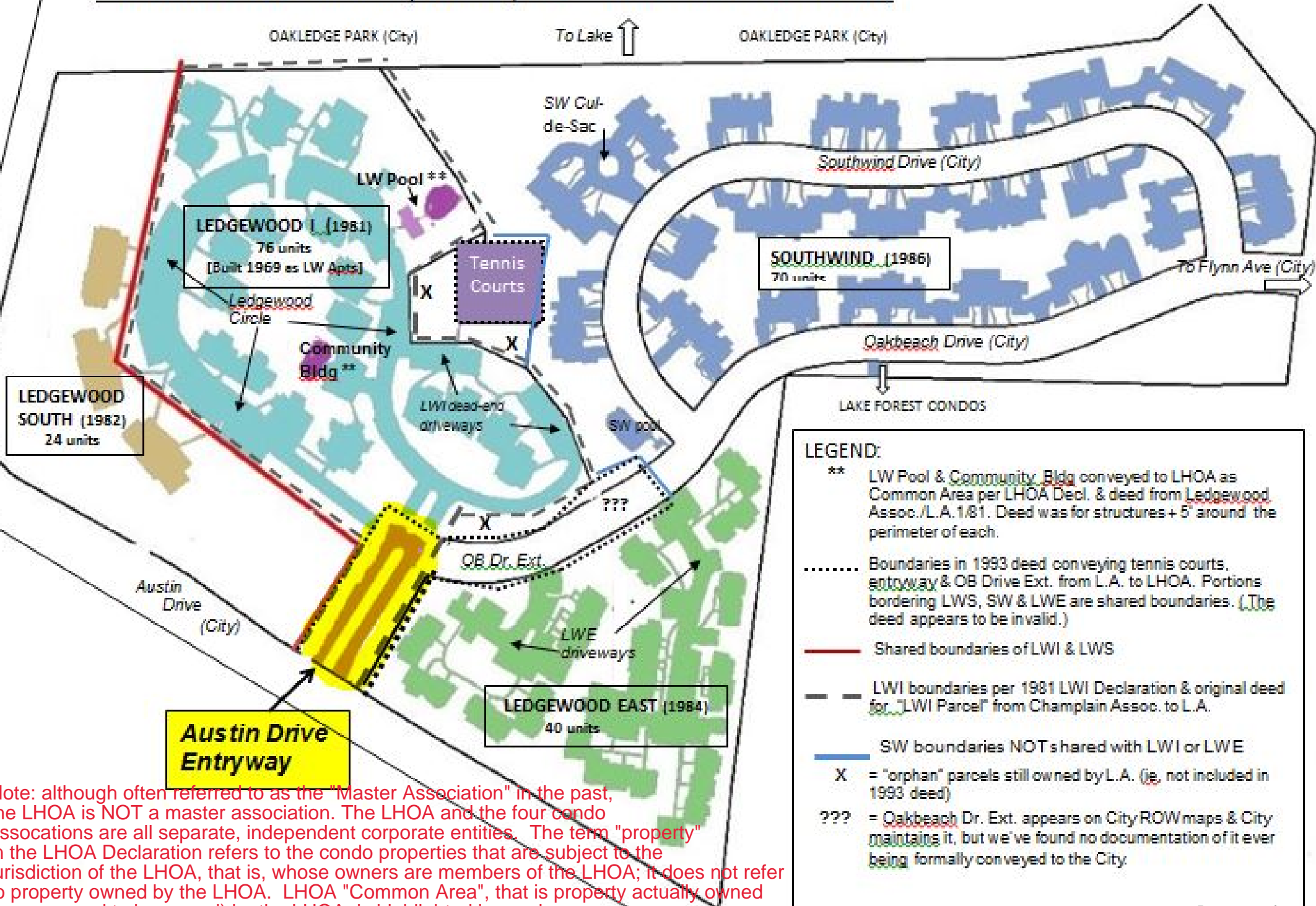
- It was part of the parcel of land that LedgeWood Associates conveyed into LWI Condo Association ownership on January 15, 1981 [*City Land Records V271/P481*]. Therefore, LedgeWood Associates did not own the entryway when it purported to convey it to the LHOA in 1993. LWI is and always has been the owner, since January 1981.
- §5.06 of the LHOA Declaration requires approval by 2/3 of owners in order to annex additional Common Area to the Property, which was never done when it was purportedly deeded to the LHOA.
- The LWI Declaration and/or pertinent state statutes presumably would have required some type of LWI owner approval, along with a vote of the LWI Board and a deed from LWI to the LHOA, in order to convey a LWI Common Element to the LHOA. This was not done.

The attached property site map shows the approximate location and boundaries of the Austin Drive entrance and exit. The exact property lines may be determined from the parcel description in the 1993 warranty deed [*City Land Records V473/P126*] combined with the parcel description in Exhibit D of the Declaration of LedgeWood I Condominium [*V271/P505*].

This action will be recorded in the City of Burlington Land Records. [Recorded in Book 1437/Pg. 193]

cc: All members of the LedgeWood Home Owners Association (owners of units in the LedgeWood I, LedgeWood South, LedgeWood East, and Southwind Condo Associations)

LEDGEWOOD HOME OWNERS ("Master") ASSOCIATION "PROPERTY" SITE MAP



Note: although often referred to as the "Master Association" in the past, the LHOA is NOT a master association. The LHOA and the four condo associations are all separate, independent corporate entities. The term "property" in the LHOA Declaration refers to the condo properties that are subject to the jurisdiction of the LHOA, that is, whose owners are members of the LHOA; it does not refer to property owned by the LHOA. LHOA "Common Area", that is property actually owned (or presumed to be owned) by the LHOA, is highlighted in purple.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: MSK Attorneys
Issuing Office: 004949
Loan ID Number:
Agent File Number:
Property Address: Austin Drive, Burlington, Vermont 05401

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: 5/5/2025
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy (Standard)
Proposed Insured: City of Burlington

Proposed Policy Amount: \$50,000.00
3. The estate or interest in the Land at the Commitment Date is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Ledgewood I Condominium Association and Ledgewood I Condominium Homeowners' Association, Inc.
5. The land is described as follows: Property Description attached.
Austin Drive, Burlington, Vermont 05401

Countersigned and validated



By: Authorized Signatory

Jonathan S. R. Anderson,
Vice President & Chief Underwriting Counsel

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**SCHEDULE B - PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. An ALTA Homeowner's Policy or ALTA Owner's Policy must include the Vermont Definitions Endorsement.
6. If the property is unimproved, unoccupied, or otherwise vacant, confirm that seller or borrower is legitimate using reliable identity verification methods. Refer to our underwriting guidelines or contact one of our Underwriters for assistance.

See attached Schedule B - Part I Continuation Sheet for additional Requirements

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Schedule B, Part I Requirements are continued as follows:

All references are to recorded documents in the City of Burlington Land Records.

6. Execute and record Warranty Deed from Ledgewood I Condominium Association and Ledgewood I Condominium Homeowners' Association, Inc. to the City of Burlington.

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**SCHEDULE B, PART II
Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of persons in possession, other than the insured, which are not shown by the Public Records.
2. (i) Boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the land would disclose and which are not shown by the Public Records; (ii) Any easements or claims of easements not shown by the Public Records.
3. Real estate taxes, municipal assessments and private association assessments, if any, including liens and assessments, not yet due and payable.
4. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

See attached Schedule B - Part II Continuation Sheet for additional Exceptions from Coverage

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**Schedule B, Part II
Exceptions**

Continuation Sheet

All references are to recorded documents in the City of Burlington Land Records.

5. Easement and Right-of-Way Agreement granted by Ledgewood Associates to the City of Burlington dated March 1, 1982 and recorded March 3, 1982 in Volume 280 at Page 632.
6. Matters depicted and notes recited on a survey entitled "Burlington Electric Department, Burlington, Vermont, Ledgewood Condominiums, South Cluster, Drawing No. D-253 dated October 6, 1981".
7. Easement to Vermont Gas Systems, Inc. dated June 6, 2017 and recorded September 19, 2019 in Volume 1360 at Page 321.
8. Matters depicted and notes recited on a plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide 595B.
9. Matters depicted and notes recited on the following:
 - a. Site & Utility Plan entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated August 1981 and recorded in Map Book 123 at Page 18.
 - b. Site & Utility Plan – South Cluster entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated August 1981 and recorded in Map Book 124 at Page 21.
 - c. Site & Utility Plan – East Cluster entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated June 1983 and recorded in Map Book 141 at Page 27.

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ALTA COMMITMENT FOR TITLE INSURANCE**issued by
CATIC****NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CATIC (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued

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- pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured

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- against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.



CATIC

By



JAMES M. CZAPIGA, PRESIDENT

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Property Description

Re: Austin Drive, Burlington, VT 05401

Being the lands and premises identified as "Land To Be Conveyed to the City of Burlington Area = 0.73 Acres" on the plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide 595B of the City of Burlington Land Records.

Being a portion of the lands and premises declared as a Common Element of the Ledgewood I Condominium (the "Condominium"), a common interest community established by Declaration dated January 15, 1981 and recorded January 15, 1981 in Volume 271 at Page 481 of the City of Burlington Land Records, as amended including, without limitation, by Amendment dated June 21, 1982 and recorded in Volume 283 at Page 141 of the City of Burlington Land Records (the "Declaration").

Being a portion of the lands and premises conveyed by Warranty Deed from Thomas Chohnoky, Imre Chohnoky, William C. Brooks, Ralph F. Brook, d/b/a Champlain Associates to Ledgewood Associates dated January 12, 1981 and recorded January 15, 1981 in Volume 272 at Page 669 of the City of Burlington Land Records, and is described more particularly in the Declaration.

Reference is made to a letter from Ledgewood Home Owners ("Master") Association Board to Ledgewood I Condominium Association Board dated March 13, 2019 and recorded in Volume 1437 at Page 193 of the City of Burlington Land Records by which Ledgewood Home Owners ("Master") Association disclaimed "any right, title or interest in or to" the Property, which is described therein with reference to a Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association dated January 27, 1993 and recorded January 29, 1993 in Volume 473 at Page 126 of the City of Burlington Land Records.

Reference is hereby made to said deeds and their records, to all references therein and to the Stowe Land Records in aid of this description."

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Ledgewood I Condominium Association**, an unincorporated Vermont association with its principal place of business in the City of Burlington, County of Chittenden and State of Vermont, and **Ledgewood I Condominium Homeowners' Association, Inc.**, a Vermont nonprofit corporation ("Grantor"), in consideration of the sum of Ten and More Dollars paid to its full satisfaction by the **City of Burlington**, a Vermont municipal corporation situated in Chittenden County, Vermont ("Grantee"), by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee and to its successors and assigns forever, the following lands and premises with all appurtenances thereto located in the City of Burlington, County of Chittenden, and State of Vermont (the "Property") described as follows, viz:

Being the lands and premises identified as "Land To Be Conveyed to the City of Burlington Area = 0.73 Acres" on the plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide ___ of the City of Burlington Land Records.

Being a portion of the lands and premises declared as a common element by Declaration of Ledgewood I Condominium made by Ledgewood Associates, a Vermont general partnership, dated January 15, 1981 and recorded in Volume 271 at Page 481 of the City of Burlington Land Records, as amended (the "Declaration") including, without limitation, by Amendment dated June 21, 1982 and recorded in Volume 283 at Page 141 of the City of Burlington Land Records, which authorized and required the dedication of the property conveyed hereby to the City of Burlington for use as a public roadway. The Declaration identifies the association of unit owners that manages the common elements of the condominium as Ledgewood I Condominium Association, an unincorporated association, however, the unit owners have also formed a Vermont nonprofit corporation called Ledgewood I Condominium Homeowners' Association, Inc. to manage those same common elements; accordingly, this deed is executed by both entities.

The Property shall be used for the purpose of: (a) operating, maintaining, repairing, replacing and reconstructing an existing public roadway; and (b) operating, maintaining, repairing, replacing and reconstructing stormwater collection, detention and disposal infrastructure, including swales, pipes and catch basins, and associated appurtenances and equipment and other related facilities and improvements. By acceptance of this Deed, Grantee acknowledges and agrees that it has received all necessary certifications and test results, and it has performed all investigations, it deems necessary to accept the above-mentioned improvements in their "as-is, where-is" condition. By its conveyance of the Property, Grantor intends for the Property to longer be subject to the Declaration, to the Grantor's bylaws or rules and regulations, or to any other term or condition associated with the Property's prior status as a common element of a common interest community, except with respect to Grantor's management of any private utilities that may be located upon or within the Property.

The Property is conveyed subject to and with the benefit of: (1) applicable provisions of state laws and regulations, municipal ordinances, public laws and special acts; (2) all rights of the public and others legally entitled thereto in any portion of the Property lying within the boundaries of a public road, way, street, trail, or alley, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.; (3) the requirements of applicable federal, state and municipal laws, ordinances, regulations, permits and approvals pertaining to the Property, as each may be modified or amended from time to time; (4) all existing utilities located upon or within the Property, including any associated easements; and

(5) the reservation by Grantor of an easement to install, inspect, maintain, repair and replace all private utilities owned or maintained by Grantor and located within the Property.

Reference is made to a letter from Ledgewood Home Owners (“Master”) Association Board to Ledgewood I Condominium Association Board dated March 13, 2019 and recorded in Volume 1437 at Page 193 of the City of Burlington Land Records by which Ledgewood Home Owners (“Master”) Association disclaimed “any right, title or interest in or to” the Property, which is described therein with reference to a Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association dated January 27, 1993 and recorded January 29, 1993 in Volume 473 at Page 126 of the City of Burlington Land Records. Ledgewood Home Owners Association joins in the execution of this deed to remise, release and forever quit claim any and all right, title, and interest that it may have in and to the Property and to covenant with the Grantee that from and after the execution of this deed it will have and claim no right in or to the Property.

Reference is hereby made to the above-referenced instruments, plans and deeds and the records thereof, and the references therein made all in further aid of this description.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances thereto, to Grantee, the **City of Burlington**, and to its successors and assigns, to their own use and behoof forever; and Grantor, **Ledgewood I Condominium Association** and **Ledgewood I Condominium Homeowners’ Association, Inc.**, each for itself and its successors and assigns, does covenant with the said Grantee and its successors, and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Property, and has good right and title to convey the same in the manner aforesaid, that the Property is FREE FROM EVERY ENCUMBRANCE, except as aforementioned; and Grantor hereby engages to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned does hereby execute this Warranty Deed on _____, 2023.

**Ledgewood I Condominium Association
Ledgewood I Condominium Homeowners'
Association, Inc.**

By: _____
Andrew Prendimano
Treasurer and Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

This deed was acknowledged before me on _____, 2023 by Andrew Prendimano as Treasurer and Authorized Agent of Ledgewood I Condominium Association and of Ledgewood I Condominium Homeowners' Association, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

Ledgewood Home Owners Association

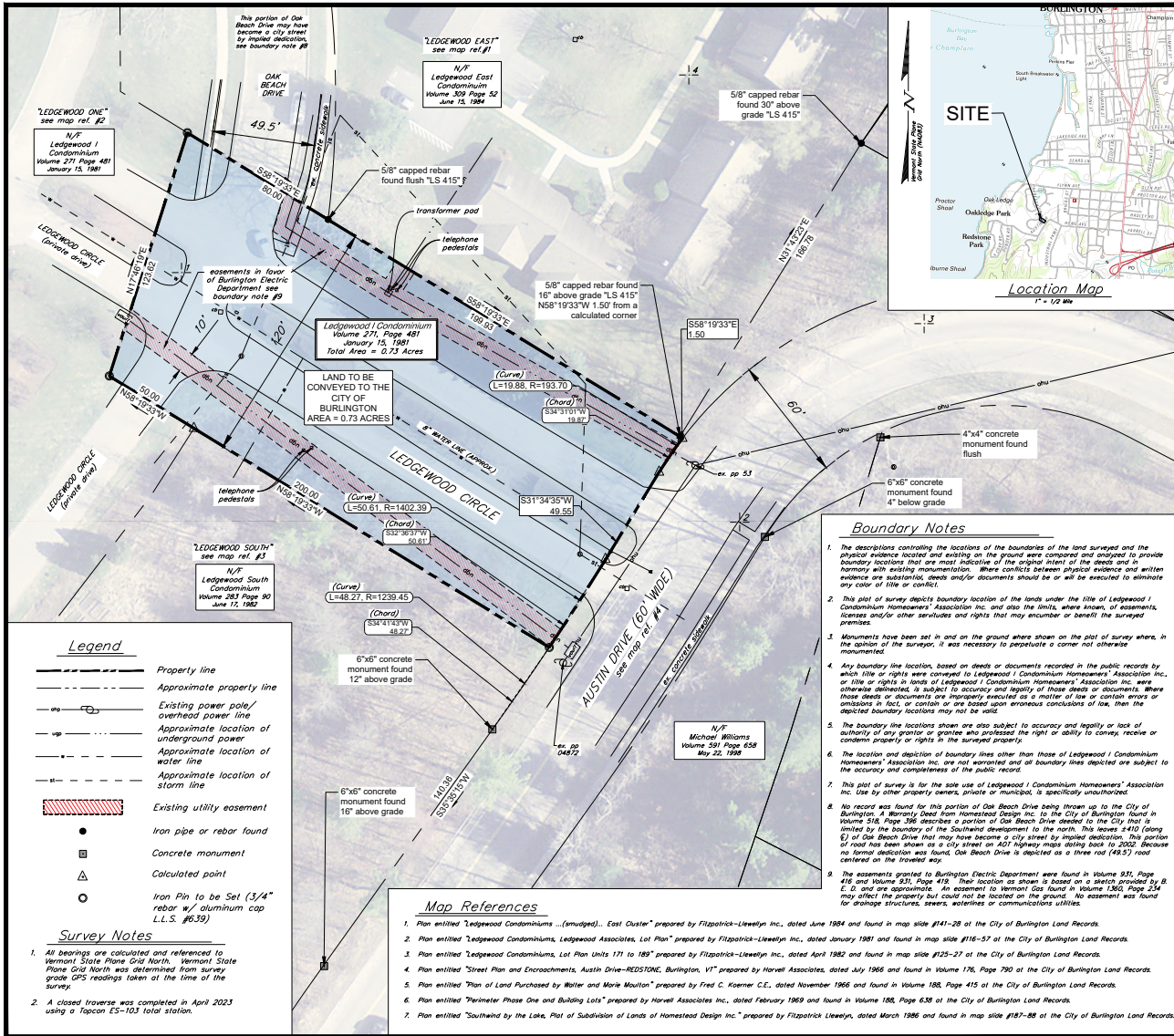
By: _____
Betsy Liley
President and Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

This deed was acknowledged before me on _____, 2023 by Betsy Liley as President and Authorized Agent of Ledgewood Home Owners Association.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

EX-D



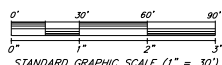
Ledgewood I Condominium Homeowners' Association Inc.

80 Austin Drive, Burlington, Vermont



Certification
 This survey is based on physical evidence found in the field and information abstracted from deeds and other pertinent records and this survey is consistent with that evidence. This plat conforms to V.S.A. section 2639.

[Signature]
 L.A. Jones, L.L.S. #639



BOUNDARY SURVEY

LAND OF LEDGEWOOD I CONDOMINIUM TO BE CONVEYED TO THE CITY OF BURLINGTON

REV. NO.	REVISIONS/COMMENTS	DATE

Drawing Title:	
Boundary Survey	
DATE of Issue: 6/1/2023	Checked by: IAJ
Drawn by: BLW	Project No: 23159
Scale: 1" = 30'	Rev. No:

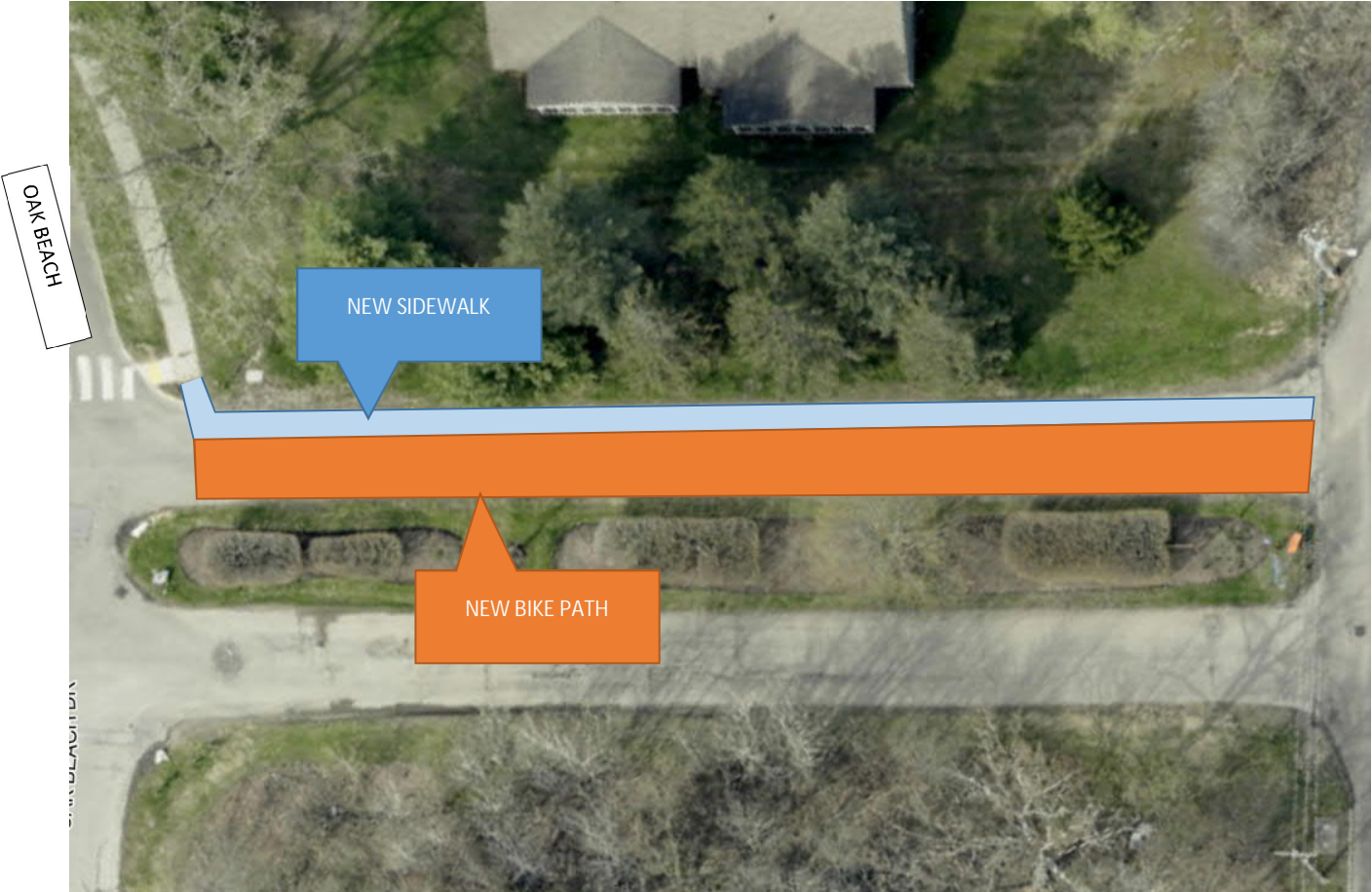
B-1

- #### Boundary Notes
- The descriptions controlling the locations of the boundaries of the land surveyed and the physical evidence located and existing on the ground were compared and analyzed to provide boundary locations that are most indicative of the original intent of the deeds and in harmony with existing monumentation. Where conflicts between physical evidence and written evidence are substantial, deeds and/or documents should be or will be executed to annul any color of title or conflict.
 - This plat of survey depicts boundary location of the lands under the title of Ledgewood I Condominium Homeowners' Association Inc. and also the limits, where known, of easements, licenses and/or other servitudes and rights that may encumber or benefit the surveyed premises.
 - Monuments have been set in and on the ground where shown on the plat of survey where, in the opinion of the surveyor, it was necessary to perpetuate a corner not otherwise monumented.
 - Any boundary line location, based on deeds or documents recorded in the public records by which title or rights were conveyed to Ledgewood I Condominium Homeowners' Association Inc. or title or rights to lands of Ledgewood I Condominium Homeowners' Association Inc. were otherwise delineated, is subject to accuracy and legality of those deeds or documents. Where those deeds or documents are improperly executed as a matter of law or contain errors or omissions in fact, or contain or are based upon erroneous conclusions of law, then the depicted boundary locations may not be valid.
 - The boundary line locations shown are also subject to accuracy and legality or lack of authority of any grantor or grantee who possessed the right or ability to convey, receive or condemn property or rights in the surveyed property.
 - The location and depiction of boundary lines other than those of Ledgewood I Condominium Homeowners' Association Inc. are not warranted and all boundary lines depicted are subject to the accuracy and completeness of the public records.
 - This plat of survey is for the sole use of Ledgewood I Condominium Homeowners' Association Inc. Use by other property owners, private or municipal, is specifically unauthorized.
 - No record was found for this portion of Oak Beach Drive being thrown up to the City of Burlington. A Warranty Deed from Homestead Design Inc. to the City of Burlington found in Volume 518, Page 396 describes a portion of Oak Beach Drive deeded to the City that is limited by the boundary of the Southland development to the north. This deeded 2410' (along E) of Oak Beach Drive that may have become a city street by implied dedication. This portion of road has been shown as a city street on AOT highway maps dating back to 2002. Because no formal dedication was found, Oak Beach Drive is depicted as a three road (48.5') road centered on the traveled way.
 - The easements granted to Burlington Electric Department were found in Volume 931, Page 418 and Volume 931, Page 419. Their location as shown is based on a sketch provided by B. E. D. and are approximate. An easement to Vermont Gas found in Volume 1860, Page 234 may affect the property but could not be located on the ground. No easement was found for drainage structures, sewers, waterlines or communications utilities.

- #### Map References
- Plan entitled "Ledgewood Condominiums... East Cluster" prepared by Fitzpatrick-Liewellyn Inc., dated June 1984 and found in map side #141-28 of the City of Burlington Land Records.
 - Plan entitled "Ledgewood Condominiums, Ledgewood Associates, Lot Plan" prepared by Fitzpatrick-Liewellyn Inc., dated January 1981 and found in map side #116-57 of the City of Burlington Land Records.
 - Plan entitled "Ledgewood Condominiums, Lot Plan Units 171 to 189" prepared by Fitzpatrick-Liewellyn Inc., dated April 1982 and found in map side #123-27 of the City of Burlington Land Records.
 - Plan entitled "Street Plan and Encroachments, Austin Drive-REDSTONE, Burlington, VT" prepared by Harvell Associates, dated July 1966 and found in Volume 176, Page 790 of the City of Burlington Land Records.
 - Plan entitled "Plan of Land Purchased by Walter and Marie Moulton" prepared by Fred C. Koerner C.E., dated November 1966 and found in Volume 188, Page 415 of the City of Burlington Land Records.
 - Plan entitled "Perimeter Phase One and Building Lots" prepared by Harvell Associates Inc., dated February 1969 and found in Volume 188, Page 638 of the City of Burlington Land Records.
 - Plan entitled "Southwind by the Lake, Plat of Subdivision of Lands of Homestead Design Inc." prepared by Fitzpatrick-Liewellyn, dated March 1986 and found in map side #187-88 of the City of Burlington Land Records.

- #### Legend
- Property line
 - Approximate property line
 - Existing power pole/overhead power line
 - Approximate location of underground power
 - Approximate location of water line
 - Approximate location of storm line
 - Existing utility easement
 - Iron pipe or rebar found
 - Concrete monument
 - Calculated point
 - Iron Pin to be Set (3/4" rebar w/ aluminum cap L.L.S. #639)
- #### Survey Notes
- All bearings are calculated and referred to Vermont State Plane Grid North. Vermont State Plane Grid North was determined from survey grade GPS readings taken at the time of the survey.
 - A closed traverse was completed in April 2023 using a Topcon ES-103 total station.

EX-E





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street
Post Office Box 849
Burlington, Vermont 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Norman J. Baldwin, P.E.
CITY ENGINEER
ASSISTANT DIRECTOR OF PUBLIC WORKS

RIGHT OF WAY ACCEPTANCE PROCEDURE

JANUARY 26, 2014

PRE-DEVELOPMENT

Pre-Development Documentation

Before a pre-construction meeting can be held, the Developer must provide the Public Works Department with the following information:

- All deeds and/or easements;
- Cost estimate for construction;
- Evidence that all requirements and conditions imposed by the Development Review Board have been met;
- Two (2) copies of all accepted plans and specifications;
- Evidence that the required Mylar depicting all lots, Rights-of-Way and easements has been filed.

Project Duration

Development projects are to be completed within fifteen (15) months of the first project meeting unless otherwise agreed in advance of the start of a project.

Project Escrow Account

All of the public works improvements to be dedicated to the City of Burlington are to be guaranteed through an escrow account provided to the City at no cost and in coordination with any development agreement under the City of Burlington Development Review Board. The escrow account shall be in an amount sufficient to cover the total estimated costs of the improvements as accepted by the City Engineer. The escrow account shall be conditioned upon the satisfactory completion of the improvements for a period of three (3) years, from the date of final acceptance by the City.

Prior to establishment of a satisfactory dollar value for the escrow account, the Developer shall submit an accurate construction cost estimate. The cost estimate shall be submitted to the City Engineer for review and acceptance, prior to the establishment of an escrow account. Releases to the escrow account will be made periodically based on satisfactory progress, however no more than one release per month will be allowed because of processing requirements.

Partial releases of the bond for water distribution, sanitary sewers, and storm drainage will only be made for those continuous sections which pass all required tests.

Warranty and Retainage

Following City acceptance of final construction there is a three (3) year guarantee period with a ten (10%) percent retainage.

Work to Conform

All materials, design, and workmanship must meet nationally accepted standards and practices along with all applicable standards of the City of Burlington. The City recognizes the State of Vermont Agency of Transportation Standard Specifications for Construction (latest edition as a supplemental source for standards not detailed in the City of Burlington specifications). Where a conflict arises between the published standards established in this document and other published City Engineering Standards, the more stringent shall apply.

During the progress of construction and upon completion, all work must conform to these standards and the plans permitted by the City of Burlington. Field revisions necessitated by the conditions of the site must be approved by the Design/Project Engineer and accepted by the City Engineer prior to acceptance of the completed work. The work shall be performed in conformance with current standard engineering practices and principles.

Protection and Repair to Existing Utilities

The Contractor shall notify Dig-Safe (1-888-344-7233) prior to any excavation in the public Right-of-Way or utility easement limits, except in the case of emergencies. In emergency situations, the Contractor shall notify the Public Works Department during regular office hours (8:00 a.m. to 4:30 p.m.). In addition, the Public Works Department shall be contacted seventy-two (72) hours prior to any scheduled work within the limits of the public Right-of-Way. Whenever culverts, sewers, drains, manholes, catch basin connections, water mains, electric conduits, telephone conduits, utility poles, overhead lines or other existing facilities are encountered, they shall be protected and firmly supported by the Contractor at his/her own expense, by methods approved by the Design/Project Engineer. Until excavation is backfilled and the existing structures are made secure, injury to any such structures caused by or resulting from the Contractor's Operations, shall be repaired at the Contractor's expense within a time period that will not place an unreasonable burden on the users. The authority having charge of any particular underground structure shall be notified promptly of injury to its structure. Pipes or other underground structures encountered in excavating or trenching shall be permanently supported by methods acceptable to the Public Works Department for municipal utilities and the utility owner

Reconstruction of Existing Utilities

In no case shall the Developer/Contractor move, change or repair any water main, sewer main, electric conduit, telephone conduit, utility pole, anchor, or any underground cables, conduits or structures without permission of the Public Works Director and the utility owner, and until they are satisfied that adequate warning to the users has been provided. The Developer shall be responsible for the work and for providing notice to users before interrupting service. Unless specifically provided for by written agreement, reconstruction, both overhead and underground, of the utilities shall be at the Developer/Contractor's expense.

Permits-General

It shall be the Contractor's responsibility to obtain all federal, state, local or utility company permits necessary for the construction of the project prior to initiation of construction. The Contractor is also responsible for maintaining these permits in force during the length of the contract and for taking all required actions to comply with the content of the permits. All permits shall be readily available on site at all times.

Building Permits

Building Permits will only be issued when

- A Zoning Permit has been issued and in the "Released" status.
- Construction Plan Sets have met with the satisfaction of the Building Inspectors and the State of Vermont Division of Fire Safety.
- A Development Project Escrow Account has been established that meets with the satisfaction of the Department of Public Works City Engineer.
- Evidence that the required Mylar depicting all lots, Rights-of-Way and easements have been filed.
- The design drawings containing a stamped and signed statement by a licensed land surveyor that all property corner markers and roadway monuments have been set in accordance with the accepted property plat.
- Street Addresses have been assigned.

Unified Certificate of Occupancy

- No Temporary or Permanent Certificates of Occupancy will be issued until the roadway has been accepted by the City of Burlington.

Maintenance

Projects are generally split into phases with approval from the DRB for each phase. To avoid conflicts over reductions in payment and questions over responsibility for winter maintenance during construction, the following procedure is established:

The City will provide winter snow removal and maintenance services during the first winter of the roadway construction phase only if prior acceptance is given and if the base course of asphalt has been constructed and Snow Plow Agreement has been accepted. If only the sub-base gravel course has been constructed, the Developer/Contractor shall be responsible for plowing and salting/sanding on all unpaved streets. Building permits should generally not be requested for streets which cannot have a base course of asphalt on them prior to winter.

It is recommended that the top course of asphalt not be laid during the first construction season as construction settlement or frost damage historically shows up the following spring. By postponing the top course, corrections can be made at less cost to the Developer. It should be noted however, heavy truck traffic may damage the base course pavement prior to paving the top course. To alleviate this problem, the base course shall be a minimum 2-½" thick if allowed to sit through the winter or construction equipment should be kept off the paved base course until the top course is applied and has been accepted by the Public Works Department.

Liability Insurance Coverage

In the event that the City is being asked to clear ice and snow in advance of the City's acceptance of the roadway the Owner/Developer of the roadway shall secure a Liability Insurance policy with at least \$2,000,000 in aggregate coverage. This insurance policy shall name the City as the additional insured and be in effect up until the date of acceptance.

DURING DEVELOPMENT

Supervisor on the Job Site

The Contractor shall be responsible for ensuring that there is a supervisor or responsible individual with the authority to make decisions for the Contractor under his/her direct employ on the job site at all times

that construction is underway, whether or not the construction is being accomplished by a subcontractor hired by a general contractor.

Contact List

Developer will maintain and make available to the City a contact list for the project.

Construction Meetings

Regularly scheduled construction meetings shall occur and City Engineering staff and Utilities shall be given adequate notice to attend.

Resident Engineer

The Developer shall hire a Resident Engineer to inspect the work to ensure the work is built according to the permitted and approved design. A daily log of construction activities, testing and field inspections to properly document the work is being completed in accordance with the approved plan set. Inspection Documentation will be made available to the City for their review throughout the process of construction.

Water Division-Water Distribution System Installation

Public Works Water Division reserves the first right of refusal to make connections and install the water distribution and hydrant system. If it is agreed a private contractor will be performing the work then a member of the water distribution crew must be on site to ensure work is done in a manner that meets City Standards and ensures sanitary connections to our water supply system.

BED Inspection Personnel

BED will require an inspector on site to verify proper installation of our duct banks, pads and hand holes and all electrical Equipment/Infrastructure.

POST DEVELOPMENT

Engineering Services During and at the end of Construction

The Developer is required to have the Design/Project Engineer inspect the project during construction for the purpose of providing verification of tests and also to verify that the project was constructed in conformance with the accepted plans.

Acceptance of Roadway

The following shall occur where a roadway is to be irrevocably offered by way of dedication to the City:

- The survey map depicting the roadway shall be completed by a licensed surveyor and recorded with the City.
- All pins/concrete markers/other monumentation in and along the roadway must be installed before acceptance of the roadway and no later than the date of the offer of dedication.
- The complete inspection file which should include (field notes, daily logs, material testing, pressure tests, bacti tests) and will be made available at the point of dedication and City acceptance.
- The owner of the roadway shall secure an owner's policy of title insurance in favor of the City of Burlington.

- The owner will produce all waivers of lien from their design engineers, contractors, and material suppliers utilized in the development of the roadway seeking to be dedicated to the City.
- Counsel for the owner of the roadway shall certify that all permits and all acceptances for construction of the road have been secured and that the roadway and any water, storm, or sewer lines situated within the roadway have been constructed in accordance with such permits/acceptances.
- BED will participate in review of the final plans/plats to ensure that any necessary easements are in place and facilities are developed to a standard they are prepared to accept.
- The Warranty Deed transferring the roadway to the City shall contain a meets and bounds description of the roadway and reference to the recorded survey map.
- The Developer shall pay the reasonable costs of the City in reviewing the instruments of transfer and compliance with the foregoing conditions.

City Engineer Fees

City Engineer fees shall be assessed to all proposed development in the City of Burlington consistent with staff billable rates.

City Attorney Fees

CITY attorney fees shall be assessed at prevailing rates to all proposed development in the City of Burlington. The City Attorney assists the City in reviewing the instruments of transfer and compliance with the requirements where easement(s) and/or roadway is to be irrevocably offered by dedication to the City.

Submittal of As-Built Drawings

A Certificate of Compliance will not be issued for any portion of a project involving an extension of utilities or a road until all testing/inspection certifications have been submitted and an initial set of record drawings have been accepted by the City. Record drawings shall be submitted in electronic format (PDF) and should include the following information:

Sanitary Sewers

- Accurate locations, depths, pipe materials, sizes, and slopes, of all sanitary sewer lines, sewer service lines at the Right-of-Way, building connections, cleanouts, and manholes including rim elevations, invert elevations and distances between manholes.

General Requirements Burlington Public Works Standards and Specifications

- Results of leakage tests on all pipelines and manholes.
- Results of deflection and lamping tests.
- Results of sewerline video, if available.
- Documentation of three (3) distance tie measurements for each structure.

Water Distribution

- Accurate locations of all water lines, valves, and appurtenances.
- Accurate measurements and depths to all valves, tees, bends, curb stops, and any other fittings from permanent fixtures such as telephone poles, hydrants, buildings, transformers, etc.
- All curb boxes shall be marked with stakes so they can be easily located before building services are connected.

- Results of hydrostatic, leakage, and disinfection tests on all pipelines.
- Documentation of three (3) distance tie measurements for each structure.

Storm Drains

- Depth, size, location, and type of all storm drain lines and culverts, including underdrains and services along with elevations.
- Location of all catch basins.
- Location and details for all storm drainage facilities, such as detention ponds.
- Location of all drainage ways, water courses, etc.
- Location and width of drainage easements.
- Results of pipeline video, if available.

Highways

- Accurate locations of all streets, culverts, and other facilities.
- For streets, the following information shall be shown:
- Width of pavement from curb to curb or shoulder to shoulder;
- General Requirements (City of Burlington Public Works Standards and Specifications)
- Right-of-way dimensions for streets;
- Width of sidewalks, bike paths and easements;
- Location of street lights;
- Location of driveways;
- Location and size of planter islands, if any
- Typical cross-section of streets as installed with date of completed construction;
- Location of all underground electric, gas, telephone lines, and crossing sleeves.
- Results of all sieve analyses, compaction, and bituminous pavement tests.

Electrical Utility

- Accurate location both depth and horizontal position of all electrical and street lighting infrastructure.

Record Drawings

Record drawings are required for both subdivision and site development projects in the City of Burlington. Record drawings shall include all items as defined on the City's As-built Check List.

Right of Way Final Drawings

After review of final drawings by the Public Works Department, a final set of record drawings, including two (2) sets of prints, and all drawings on CD in AutoCAD and/or PDF format, shall be submitted to the City Engineer within sixty (60) days of the completion of a project and shall have a P.E. stamp by the Design/Project Engineer. The record drawings shall also contain a stamped and signed statement by a licensed land surveyor that all property corner markers and roadway monuments have been set in accordance with the accepted property plat.



CITY OF BURLINGTON DEPARTMENT OF PUBLIC WORKS

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To: DPW Commissioners
Fr: Chapin Spencer, Director (cspencer@burlingtonvt.gov)
Re: **DPW Director's Report**
Date: May 21, 2025

MAIN STREET UPDATES & ADDITIONAL MITIGATION:

Based on business feedback and desire for additional mitigation back in March, we undertook further activities:

- A mid-week parking promotion requested by businesses. 2 hour free parking for four Wednesdays and Thursdays at all downtown street meters.
- A partnership with Front Porch Forum in Burlington to provide impacted Main St businesses free posts – and a paid county-wide promotional campaign.

These additional measures were funded by Water Resources. We are also asking the contractor for a proposal in the next week for what it would cost to maintain one-way westbound traffic through the remainder of the project. We are expecting the Council to have a resolution coming to the May 19 Council meeting focused on supporting the downtown community. We are fully engaged in these conversations. More info: Peter Procaccio, pprocaccio@burlingtonvt.gov and <https://greatstreetsbtv.com/>.



FY'26 BUDGET AND THE FUTURE OF MUNICIPAL RECYCLING COLLECTION

Thank you for the opportunity to discuss the future of the municipal recycling collection at the April Commission meeting. We are preparing to bring an update to the City Council at the May 19 meeting that brings forward the Transportation, Energy & Utilities Committee's 3-1 approved motion from their April meeting to:

- Support the development of a Memorandum of Agreement regarding a DPW Recycling and Street Maintenance staff recruitment and retention program to be developed by DPW management and AFSCME representatives brought forward to the Council for approval at a May 2025 meeting, and
- Support putting out a request for price quotes (RFPQ) to area haulers in May 2025 for a 3-5 year contracted operation of the City's Recycling program, and
- Support DPW management developing, in parallel, a sustainable municipally-run operational model and full cost estimate for a Recycling program delivered by DPW staff, and
- Request the Transportation, Energy & Utilities Committee work with City staff to develop a plan, timeline and budget to evaluate a potential transition to a fully consolidated solid waste collection system and provide the proposed plan back to the City Council by November 2025

More info at <https://www.burlingtonvt.gov/recyclingfuture> and Lee Perry, lperry@burlingtonvt.gov.

THE LONG VIEW:

DPW is spending significant time working to mitigate the impacts of our generational upgrades to the City's aged infrastructure. We know our work has impacts and we very much appreciate the community's continued support of our great local businesses who are within and adjacent to our construction areas. Additionally, we want to remind the public that Burlington is on the edge of seeing major transformative work come to fruition. As the Mayor says "Burlington's best days are ahead." Within just the next year, so many projects will be completed or reaching exciting milestones:

- Burlington Square, Vermont's newest tallest building, will open
- The new Burlington High School will open
- The Champlain Parkway will be open with a new interstate connection
- The Main Street project will be completed
- The Post Apartments project on South Winooski will be open
- Work will begin on reconnecting Pine St and St Paul St after Urban Renewal ripped them up

Together, we are laying the solid foundation for Burlington's future.

See you all next Wednesday! Reach out anytime on these or other issues (cspencer@burlingtonvt.gov).