



**Vermont Department of Environmental Conservation**

Commissioner's Office


One National Life Drive, Main 2 [phone] 802-828-1556

Montpelier, VT 05620-3520 [fax] 802-828-1541

*Agency of Natural Resources*

**MEMORANDUM**

**To:** Peter Shumlin, Governor

**From:** Alyssa Schuren, Commissioner, Department of Environmental Conservation 

**Through:** Deb Markowitz, Secretary, Agency of Natural Resources

**Date:** March 7, 2016

**Subject:** Easement Acquisition Approval – Archibald Street Gardens, 28 Archibald Street, Burlington

Pursuant to Title 10, Section 6615 and 10 V.S.A. Chapter 155, your approval is requested for the acceptance of the easement acquisition referenced below. Natural Resources Land Acquisition Committee approval is not required for this acquisition. Joint Fiscal approval is not required for this acquisition. The easement is as follows:

- Grant of Environmental Restrictions, Right of Access, and Easement on Archibald Street Gardens property in Burlington, Vermont.

Description:

The site consists of one parcel totaling 0.17 acres, and in 2008 was redeveloped to provide community gardening space for the surrounding area. Between 2004 and 2008, prior to redevelopment, the property was a vacant lot. Initial property development included an auto service and repair facility and gasoline filling station, which were constructed on the property circa 1941; the property was utilized for auto sales and service, as well as gasoline sales, until the mid-1990's. The site is currently owned by the City of Burlington and is currently being utilized for raised-bed community gardening. Remediation activities included the excavation and disposal of approximately 333 tons of contaminated soil from the surface of the entire site, the re-grading of remaining site soils, the installation of a geotextile membrane and 12 inches of clean soil barrier across the entire site surface, and subsequent mulching and seeding of the property. The geotextile membrane and clean soil barrier are intended to mitigate the effects of residual Total Petroleum Hydrocarbons (TPH), Arsenic, Lead, and Polycyclic Aromatic Hydrocarbons (PAHs) in site soils.

This easement has been acquired by the Agency of Natural Resources as part of the cleanup at the site.

Ownership and Management

The parcels were purchased by the City of Burlington on April 27, 2015. The primary responsibility for ensuring compliance with the easement rests with the responsible party. The State of Vermont has oversight and enforcement authority over the restrictions and the responsible party.

Budget and Funding

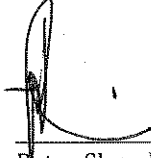
Funding for the continuing obligation for the monitoring and maintenance for this project is funded by the current property owner.

## APPROVAL FOR LAND ACQUISITION


We, the undersigned, hereby approve the acquisition by the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation, of the Grant of Environmental Restrictions, Right of Access, and Easement on the property consisting of 0.17 acres, more or less, located at 28 Archibald Street, Burlington, in Chittenden County, Vermont to be owned and maintained by the City of Burlington.

This approval is pursuant to Title 10 §§ 6615 and 10 V.S.A. Chapter 155.

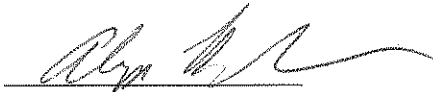
3/31/16  
Date

  
Peter Shumlin, Governor  
State of Vermont

3-24-16  
Date

  
Deb Markowitz, Secretary  
Agency of Natural Resources

3/22/16  
Date

  
Alyssa Schuren, Commissioner  
Dept. of Environmental Conservation

- d. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
  - e. determining whether the Parcel is being used in a manner that is prohibited or restricted;
  - f. enforcing the rights of Grantees to the Parcel and the covenants of the Grantor set forth herein;
  - g. ingress and egress to and from the Parcel; and
  - h. all other activities necessary to ensure the maintenance of the geotextile filter fabric installed over the existing soil and the 12' thick clean soil cap constructed over the entire property (hereinafter, the "remedy").
2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:
- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel;
  - b. Grantor shall not use the Parcel or conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
    - i. unreasonably interfere with any investigations of the environmental conditions at the Parcel;
    - ii. cause or exacerbate contamination of the Parcel or contamination of off-site properties; or
    - iii. pose or present any risk to the implementation, construction, operation, or maintenance of the remedy.
  - c. Grantor is prohibited from taking or authorizing any of the following activities or actions on the Parcel:
    - i. Any construction activity on the surface of the remedy; or
    - ii. Any activity on the remedy that has the potential to damage the cover system for the remedy (e.g. soil borings, posts, stakes, excavations);
  - d. Grantor shall not take or authorize any of the following activities or actions on the Parcel without the prior express written consent from the Grantee:
    - i. Installation of wells at any location or use of the groundwater underlying the Parcel;

- d. assessing the need for, planning, or implementing additional response actions at or near the Parcel;
  - e. determining whether the Parcel is being used in a manner that is prohibited or restricted;
  - f. enforcing the rights of Grantees to the Parcel and the covenants of the Grantor set forth herein;
  - g. ingress and egress to and from the Parcel; and
  - h. all other activities necessary to ensure the maintenance of the geotextile filter fabric installed over the existing soil and the 12' thick clean soil cap constructed over the entire property (hereinafter, the "remedy").
2. Restricted Uses and Activities. Grantor makes the following covenants and agrees to permanent use restrictions and obligations on behalf of Grantor, its successors and assigns, for the benefit of Grantee, its authorized representatives, successors and assigns, which covenants, restrictions and obligations shall run with and bind the Parcel in perpetuity:
- a. Grantor shall comply with all federal, state, and local laws and regulations regarding the handling and disposal of hazardous substances, pollutants or contaminants on or from the Parcel;
  - b. Grantor shall not use the Parcel or conduct any activities on the Parcel, or allow uses or activities to be conducted on the Parcel that would:
    - i. unreasonably interfere with any investigations of the environmental conditions at the Parcel;
    - ii. cause or exacerbate contamination of the Parcel or contamination of off-site properties; or
    - iii. pose or present any risk to the implementation, construction, operation, or maintenance of the remedy.
  - c. Grantor is prohibited from taking or authorizing any of the following activities or actions on the Parcel:
    - i. Any construction activity on the surface of the remedy; or
    - ii. Any activity on the remedy that has the potential to damage the cover system for the remedy (e.g. soil borings, posts, stakes, excavations);
  - d. Grantor shall not take or authorize any of the following activities or actions on the Parcel without the prior express written consent from the Grantee:
    - i. Installation of wells at any location or use of the groundwater underlying the Parcel;

- ii. Construction, substantial improvement, or stabilization of buildings, camping accommodations or mobile homes, fences, signs, billboards or other advertising material, or any other structures;
- iii. Plowing, tilling, ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, or building of roads or changing the topography of the land;
- iv. Removal, destruction or cutting of trees or plants, planting of trees or plants, use of fertilizers, spraying with biocides, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner that may pose or present any risk to the operation or maintenance of the remedy;
- v. Storage, treatment or disposal of solid waste or hazardous materials or wastes, including, but not limited to, fuel, solvents, lubricants, ashes, trash, garbage, construction or demolition debris, or other unsightly or offensive material; land application or disposal of biosolids, sludges, or septage; or activities which could cause erosion or siltation on the Parcel;
- vi. Construction activities which will materially change hydrogeologic conditions or will likely cause migration of contaminated groundwater;
- vii. Manipulation or alteration of natural water courses, marshes or other water bodies, or any other activity which would be detrimental to water quality, or which could alter natural water level and/or flow; or
- viii. Any other use that may impact or adversely affect the implementation, construction, operation, and maintenance of the remedy.

### 3. Enforcement.

- a. The Grantee shall be entitled to enforce the terms of these Environmental Restrictions by resort to specific performance or other legal process, including enforcement in the courts of the State of Vermont.
- b. The Grantor agrees that a violation of the Environmental Restrictions will constitute irreparable harm and entitle Grantee to injunctive relief.
- c. All reasonable costs and expenses of Grantee, including, but not limited to, attorneys' fees, incurred in any enforcement action shall be borne by the Grantor or its successors in interest or assigns if Grantee prevails in any such action.
- d. All remedies available hereunder shall be in addition to any and all remedies at law or in equity, including but not limited to federal and state hazardous waste management statutes. Nothing in these Environmental Restrictions shall be construed to limit or otherwise affect the Agency of Natural Resources' rights of entry and access provided by law or regulation.
- e. Enforcement of the terms of these Environmental Restrictions shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise their rights under these Environmental Restrictions shall not be deemed to be a waiver by the Grantee of

such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under these Environmental Restrictions.

- f. Grantee shall be entitled to recover monetary damages for violations of the terms of these Environmental Restrictions, or for any injury to the response actions.
  - g. Grantee shall be entitled to recover damages for injury to the public health and welfare or to the environment protected by these Environmental Restrictions.
- 4. Severability. The provisions of these Environmental Restrictions are severable. If any provision of these Environmental Restrictions is invalid, or if any application of these Environmental Restrictions to any circumstance is invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.
- 5. Provisions to Run With the Land in Perpetuity. The environmental restrictions, rights of access, easements, obligations and covenants, granted in this instrument shall run with the land, and any portion thereof, in perpetuity, and shall be binding on the Grantor, the Grantor's agents, successors and assigns, and shall inure to the benefit of the Grantee and its authorized representatives, successors and assigns.
- 6. Incorporation into Leases. Grantor hereby agrees to incorporate these Environmental Restrictions, in full or by reference, into all leases, licenses, occupancy agreements, or any other instrument of transfer by which a right to use the Parcel, or any portion thereof, is conveyed.
- 7. Termination.
  - a. This Grant of environmental restrictions, right of access and easement may be modified, or terminated in whole or in part only upon written agreement between of the Grantor, its successors or assigns, and the Grantee, signed by the Grantee and recorded in the land records in the City of Burlington.
  - b. The Grantee may terminate, in whole or in part, the environmental restrictions, right of access and easement at such time or times, if ever, when the Grantee, in its sole reasonable discretion, determines that termination is necessary or that the purposes for which these environmental restrictions, right of access and easement were created have been achieved.
- 8. Miscellaneous Rights and Obligations.
  - a. Nothing contained herein shall give or grant to the public a right to enter upon or to use the Parcel or any portion thereof where no such right existed in the public immediately prior to the execution of these Environmental Restrictions.
  - b. If Grantor or its successors and assigns become delinquent in payment of said taxes or assessments such that a lien against the Parcel is created, the Grantee shall have the right to take actions as may be necessary to protect the Grantee's interest in the Parcel and to assure the continued enforceability of the rights granted herein.
  - c. Grantor does further covenant and represent that the Grantor is seized of the Parcel in fee simple and warrants that it has good right and title to grant and convey the interests granted herein, and that the Parcel is free and clear of any and all encumbrances, that Grantor shall warrant, defend, and indemnify against all lawful claims whatever, and

that Grantee and its successors and assigns shall have the use of and enjoyment all of the benefits derived from and arising out of these Environmental Restrictions.

- d. Grantee shall be entitled to record these Environmental Restrictions, or to record a notice making reference to the existence of these Environmental Restrictions, in the Land Records for the City of Burlington as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A. Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.
- e. The parties hereto recognize and agree that the benefits of the environmental restrictions, easement, and right of access granted and imposed herein are in gross and are assignable by Grantee, subject to notice to Grantor and recording of the assignment in the Land Records for the City of Burlington.

TO HAVE AND TO HOLD this Grant of Environmental Restrictions, Rights of Access and Easements unto the said Grantee Agency of Natural Resources of Vermont, its authorized representatives, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor, City of Burlington, has caused these presents to be executed and sealed below the day and year first above written.

City of Burlington

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Title:

STATE OF VERMONT  
COUNTY OF CHITTENDEN, ss.

At Burlington this \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ of the City of Burlington, personally appeared and acknowledged this instrument by him sealed and subscribed to be his own free act and deed and the free act and deed of the City of Burlington.

Before me: \_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_

[Affix Seal]

September 29, 2015

28 Archibald Street  
Burlington, Vermont

### ATTORNEY'S REPORT AND OPINION ON TITLE

We have examined the records described below with respect to the record title of the property described on Schedule A attached (the "Property"). Our examination was carried back to a conveyance recorded no less than forty (40) years prior to the date of this Report and Opinion on Title (the "Report"). Based upon this examination and on the assumption that all examined records are correctly and currently maintained, indexed, and recorded, and subject only to the qualifications and exceptions stated below, it is our opinion that the City of Burlington has marketable record title (as defined in 27 V.S.A. Sections 601-604) to the Property. This Report is furnished in connection with the issuance by First American Title Insurance Company of an owner's policy to the City of Burlington covering fee simple ownership of the Property and an owner's policy to the Vermont Housing and Conservation Board covering a Grant of Conservation Easement encumbering the Property, and the acquisition by the Vermont Agency of Natural Resources of a Grant of Environmental Restrictions encumbering the Property. It is for the sole use of First American Title Insurance Company, the Vermont Housing and Conservation Board, and the Vermont Agency of Natural Resources and is not transferable without our prior written consent. This Report is for use in connection with the transaction described above and may not be relied upon or used in connection with any other transaction.

In preparing this Report we have examined and relied upon the records maintained and indexed by the City of Burlington pursuant to 24 V. S. A. §§1153 et seq. related to title to the Property (the "Land Records"). If we determined based on our review of the Land Records that the Property is now or was part of a subdivision that required a subdivision permit under regulations adopted pursuant to 18 V. S. A. §1218 ("State Subdivision Permit"), and the appropriate State Subdivision Permit has not been recorded in the Land Records, we have performed the additional inquiry described in Section 7 below.

We have also examined and relied upon records made available to us by the zoning administrator of the municipality in which the Property is located relating to the municipal zoning ordinance (the "Municipal Zoning Records"). Our review of the Municipal Zoning Records was limited to the following zoning issues:

(a) what zoning permits, building permits, or certificates of occupancy, if any, have been issued for the Property; and



September 29, 2015

Page 2

(b) whether any notice of violation had been issued with respect to the Property that remains unresolved as of the date of our inquiry.

The results of our examination of the Municipal Zoning Records are discussed in Section 8 below.

This Report is intended to provide information on matters that we believe affect marketable record title to, or constitute encumbrances against, the Property under the laws existing as of the date of this Report. In the course of this examination, we may become aware of matters relating to state or municipal regulation of the Property that fall outside the scope of this examination, but which we believe may be of interest. Those miscellaneous matters are noted in Section 9 below. Our notation of these matters should not be understood as expanding the scope of our examination or opinion regarding marketable record title as described above. Nor should the matters noted in Section 9 be understood as an indication that we have endeavored to investigate all federal, state, or municipal statutes, ordinances, or regulations that might affect the use of the Property or any improvements.

#### 1. MUNICIPAL CHARGES:

a. Account No. 039-4-128-000  
Assessed Value: \$172,000.00

b. Taxes for the current fiscal period: The Property is listed as exempt.

**NOTICE: REGARDLESS OF WHETHER YOU RECEIVE A TAX BILL, TAX INSTALLMENTS ARE DUE ON THE DATES NOTED OR ON SUCH OTHER DATES AS DETERMINED BY THE MUNICIPAL TAXING AUTHORITY. FAILURE TO PAY INSTALLMENTS ON TIME CAN RESULT IN THE IMPOSITION OF PENALTY AND INTEREST CHARGES.**

c. Delinquent Taxes: Not applicable.

d. Street, Curb and Sidewalk assessments: None Reported.

e. Water Liens: The Property is served by the City of Burlington Water Department. The Water Department informed us that service has been shut off to the property and the meter has been pulled from the location. A fee to reinstall the meter will be charged at the time service is restored.

f. Electricity Liens: The Property is served by the City of Burlington Electric Department. There is currently no electric service to the property.

- g. Sewer Assessments: The Property is served by the City of Burlington Sewer Department. The Water and Sewer Department has informed us that service has been shut off to the Property and the meter has been pulled from the location. A fee to reinstall the meter will be charged at the time service is restored.
- h. Fire District, School District, or other Municipal Liens or Assessments: None reported during the period covered by this Report.

**2. MORTGAGES:**

None of record during the period of this search.

**3. ATTACHMENTS AND LIENS**

None of record during the period of this search.

**4. EASEMENTS AND RIGHTS OF WAY:**

The Property is subject to a pipeline easement and right of way granted by Norman E. Pecor and Jeannette M. Pecor to Vermont Gas Systems, Inc., by an easement deed dated June 18, 1997, and recorded in Volume 567, Page 726 of the City of Burlington land records. The pipeline enters the property from Walnut Street and runs in an easterly direction parallel and next to the property line to a point on the westerly side of the parcel known as 28 Archibald Street.

**5. PROTECTIVE COVENANTS; OTHER RESTRICTIONS OF RECORD:**

None of record during the period of this search.

**6. LEASE LAND RENT:**

Nothing of record during the period of this search.

**LIMIT ON SCOPE OF INVESTIGATION OF COMPLIANCE WITH PERMITS:**

Where the permits noted in Section 7 and 8 below require that a certificate of inspection or other written certification be filed with the Regional Engineer, filed in the Municipal Zoning Records, or recorded in the Land Records, we have examined the records made available to us by the Regional Engineer for the Vermont Agency of Natural Resources, the Municipal Zoning Records, and the Land Records to determine whether such certificates have been filed. Otherwise, we have not undertaken any investigation of whether the Property or any improvements constructed thereon have been constructed or maintained in compliance with the permits listed in Section 7 or 8. With respect to the permits listed in Section 9, if

**any, we have conducted no investigation whatsoever regarding compliance with the terms and conditions of such permits.**

**7. STATE AND MUNICIPAL SUBDIVISION REGULATIONS:**

The original Property boundaries were created in January 1886, prior to the adoption of the State of Vermont Subdivision Regulations, with an effective date of September 18, 1969, the subdivision requirements of 10 V. S. A. §6001 et seq. ("Act 250"), with an effective date of June 1, 1970, and the City of Burlington Subdivision Regulations, with an effective date of 1955.

28 Archibald Street Lot: The deeds in the chain of title state that the lot is a portion of the original lot #2 laid out on the "Plan of Property of W.G. Shaw" recorded in Volume 22, Page 107 of the Land Records. The original plan shows the frontage on Archibald Street as being sixty six feet (66'), while all of the deeds in the chain of title refer to the lot frontage on Archibald Street as being sixty feet (60'). It appears that the lot may have been subdivided prior to the recording of the Warranty Deed from Georgianna Gosselin to Everett E. Pecor and Florence L. Pecor (deceased), dated September 3, 1940, and recorded in Volume 117, Page 72 of the Land Records. Since the subdivision of the lot would have occurred prior to September 3, 1940, it would pre-date the State of Vermont Subdivision Regulations, with an effective date of September 18, 1969, the subdivision requirements of 10 V. S. A. §6001 et seq. ("Act 250"), with an effective date of June 1, 1970, and the City of Burlington Subdivision Regulations, with an effective date of 1955.

32 Walnut Street Lot: The description of the property conveyed by the Administrator's Deed of Lucille Ramsey, Executrix of the Estate of Thomas Martelle, to John Martelle, dated October 18, 1933, and recorded in Volume 106, Page 326 of the Land Records, excludes a parcel of land previously conveyed to Lash by Thomas Martelle. A six foot (6') strip of land was conveyed to Lash by Warranty Deed of Thomas Martelle, dated February 5, 1930, and recorded in Volume 97, Page 415 of the Land Records. Since the subdivision of the lot occurred on February 5, 1930, it pre-dates the State of Vermont Subdivision Regulations, with an effective date of September 18, 1969, the subdivision requirements of 10 V. S. A. §6001 et seq. ("Act 250"), with an effective date of June 1, 1970, and the City of Burlington Subdivision Regulations, with an effective date of 1955.

**8. MUNICIPAL ZONING**

The original structure located on the Property was constructed circa 1925 according to the files maintained by the City of Burlington Assessor's Office, prior to the adoption of Zoning Regulations by the City of Burlington in 1954, and prior to the requirement for a Certificate of Occupancy, effective in 1989.

The Zoning Board of Adjustment granted permission on January 19, 1966, to expand the non-conforming use of the property at 28 Archibald Street by erecting a 24' x 32' addition to the existing structure.

The original structure located on the property at 32 Walnut Street was demolished in April of 1967. The City of Burlington Assessor's office merged the properties at 32 Walnut Street and 28 Archibald Street together for tax purposes at that time.

The City of Burlington Zoning Permit No. 05-231CA, dated October 20, 2004, for the demolition of the existing structures on the property.

The City of Burlington issued Building Permit No. 15-214167, dated September 17, 2015, for the construction of a community garden shed.

**9. MISCELLANEOUS PERMIT MATTERS:**

The Property is subject to the requirements of the Brownfields Reuse and Environmental Liability Limitation Act (BRELLA) (10 V.S.A. §6641) and requires a Certificate of Completion as stated in a letter from the Vermont Department of Environmental Conservation, dated April 28, 2015, and recorded in Volume 1274, Page 735 of the Land Records.

**10. UCC FINANCING STATEMENTS:**

None of record during the period of this search.

**11. OBJECTIONS TO TITLE:**

None.

**12. REMARKS:**

Florence L. Pecor (a/k/a Florence Lena Pecor) died on October 21, 1968, as evidenced by Certificate of Death recorded in Volume 207, Page 576A of the Land Records.

A Vermont Notification for Underground Storage Tanks dated October 22, 1987 is recorded in Volume 371, Page 297 of the Land Records. The tanks on the property were filled in place as per Vermont Underground Storage Tank (UST) Removal Form dated June 14, 1995, and recorded in Volume 526, Page 362 of the Land Records.

The property is subject to a Mortgage Deed from Everett E. Pecor and Florence L. Pecor to Georgiana Gosselin, dated September 3, 1940, is recorded in Volume 116, Page 436 of the Land Records, securing indebtedness in the original principal amount of \$200.00. We

are unable to locate a discharge recorded in the Land Records. The mortgage states that it was granted to secure indebtedness under a promissory note with a term of one year. Accordingly, the note would have been due and payable on September 3, 1941. Pursuant to Fowler v. Barlow, 102 Vt. 99 (1929), the Mortgage is presumed paid after the expiration of fifteen years from the due date.

### 13. EXCEPTIONS

This Report does not cover, and is subject to:

- a. rights or claims or parties in possession not shown of record.;
- b. mechanics' or materialmen's liens not recorded;
- c. all applicable statutes, ordinances, and regulations of governmental bodies having jurisdiction over the Property, including, without limitation, Act 250, land use, zoning, subdivision, and building restrictions, including the need to obtain permits, licenses, or approvals and compliance with the terms and conditions of any permits, licenses, or approvals obtained, except as otherwise specifically indicated in Sections 7 and 8 above;
- d. any facts which would be disclosed by an accurate survey, environmental site assessment, or physical inspection of the Property, including, without limitation, the location of public or private utility lines and easements, the physical location of the boundaries of the Property, or the presence or location of wetlands or public waters;
- e. except where otherwise specifically indicated, probate, bankruptcy, and other court records, records of birth, death, marriage, and divorce, and records relating to the laying out or abandonment of state or municipal roads or highways not contained in the land records;
- f. special assessments or liens, if any, not shown of record, including, without limitation, any lien for the payment of estate taxes;
- g. any document or instrument dated or recorded prior to the period of examination covered by this Report and Opinion on Title;
- h. defects in title arising out of forgeries or documents improperly recorded or indexed in the land records;
- i. defects in title arising out of an improper authorization of a document or a transaction by a corporation, partnership, or other entity, which defect is not apparent from the land records; and

j. defects or encumbrances arising by virtue of use, permissive or otherwise, of the Property not recorded in the land records.

We express no opinion and make no representation as to the location of the boundaries of the Property or the acreage of the Property.

This report and opinion refers to an applies only so far back as September 29, 1975, and is effective down to the 29<sup>th</sup> day of September, 2015, at 8:15 o'clock A.M.

DINSE, KNAPP & McANDREW, P.C.

By: \_\_\_\_\_  
Austin D. Hart

## SCHEDULE A

### **28 Archibald Street, Burlington**

Being all and the same land and premises conveyed to the City of Burlington by Warranty Deed of the Visiting Nurse Association of Chittenden and Grand Isle Counties, Inc., dated April 27, 2015, and recorded in Volume 1274, Page 737 of the City of Burlington land records, and being more particularly described therein, in part, as follows:

“A piece of land on the north side of Archibald Street in said Burlington, being part of Lot #2 as laid down on a plan and survey of land of and by William G. Shaw recorded in Volume 22, Page 107 of the Land Records of the City of Burlington. According to said plan, the lot has 66 feet front on Archibald Street and the piece of land conveyed has a frontage of only 60 feet on Archibald Street beginning at the west line of the lot running east on Archibald Street 60 feet in a northerly direction according to the plan of the lot. Part of Lot #2 according to the plan has 66 feet, but there is hereby conveyed only 60 feet frontage on Archibald Street. Said land and premises are further known and designated as 28 Archibald Street in Burlington, Vermont.

Said property is also described as and includes a lot of land with improvements thereon situated on the easterly side of Walnut Street, so-called, in the City of Burlington, Vermont, being more particularly described in a deed of record at Volume 174, Page 637 of the City of Burlington Land Records.”

Reference is hereby made to the above mentioned deeds and their records and to the deeds therein referred to and their records in further aid of this description.”



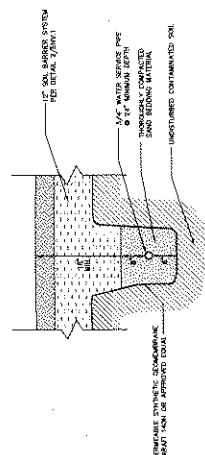
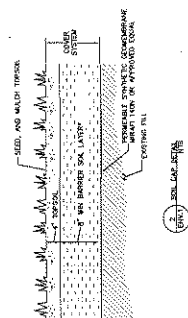
368 Avenue D, Suite 15  
PO Box 787  
Williston, VT 05495  
~~www.kps-consulting.com~~  
802 383 0486 p  
802 383 0490 f

[illegible]

NOTES  
THE BOUNDARY SURVEY FOR LANDS OF THE CITY OF BURLINGTON BY LAMORELUX & ASSOCIATES CONSULTING ENGINEERS, INC. DATED 1-13-2010 WAS PROVIDED TO RAE AND UTILIZED AS THE BASE FOR THE SITE PLAN AND LOCATION MAP FOR THIS RECORD DRAWING.  
1. EVIDENCE OF 17' SIDE C&G BASED ON FIELD INSPECTION AND MEASUREMENT MADE BY RAE DURING SITE VISIT DURING 1-13-2010.  
2. SEE ATTACHED DRAWING SHEET 10-1-1.

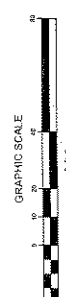
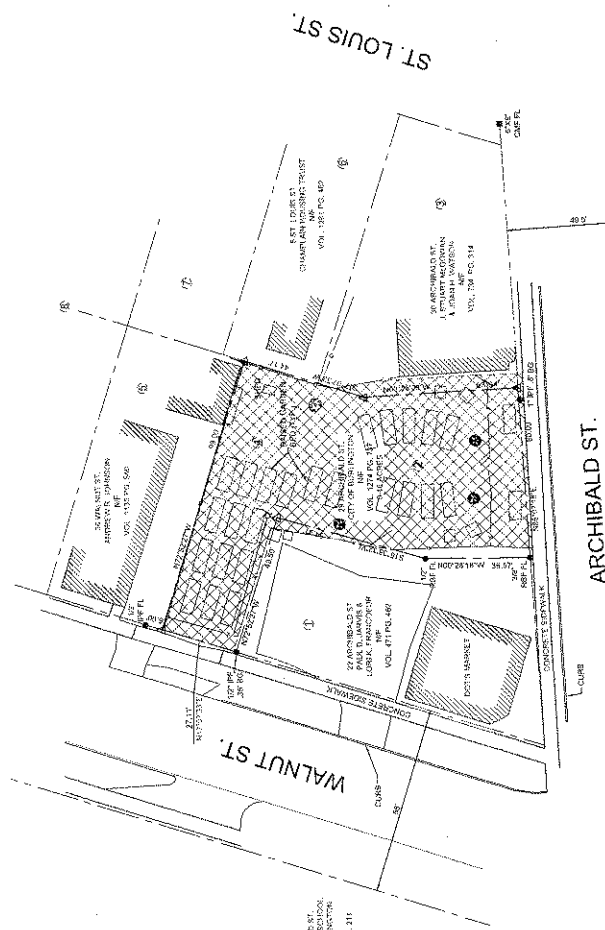
### LEGEND

1. **NAME** \_\_\_\_\_  
 2. **DATE** \_\_\_\_\_  
 3. **PERIOD** \_\_\_\_\_  
 4. **TEACHER** \_\_\_\_\_  
 5. **SUBJECT** \_\_\_\_\_  
 6. **TOPIC** \_\_\_\_\_  
 7. **DATE** \_\_\_\_\_  
 8. **PERIOD** \_\_\_\_\_  
 9. **TEACHER** \_\_\_\_\_  
 10. **SUBJECT** \_\_\_\_\_  
 11. **TOPIC** \_\_\_\_\_  
 12. **DATE** \_\_\_\_\_  
 13. **PERIOD** \_\_\_\_\_  
 14. **TEACHER** \_\_\_\_\_  
 15. **SUBJECT** \_\_\_\_\_  
 16. **TOPIC** \_\_\_\_\_  
 17. **DATE** \_\_\_\_\_  
 18. **PERIOD** \_\_\_\_\_  
 19. **TEACHER** \_\_\_\_\_  
 20. **SUBJECT** \_\_\_\_\_  
 21. **TOPIC** \_\_\_\_\_  
 22. **DATE** \_\_\_\_\_  
 23. **PERIOD** \_\_\_\_\_  
 24. **TEACHER** \_\_\_\_\_  
 25. **SUBJECT** \_\_\_\_\_  
 26. **TOPIC** \_\_\_\_\_  
 27. **DATE** \_\_\_\_\_  
 28. **PERIOD** \_\_\_\_\_  
 29. **TEACHER** \_\_\_\_\_  
 30. **SUBJECT** \_\_\_\_\_  
 31. **TOPIC** \_\_\_\_\_  
 32. **DATE** \_\_\_\_\_  
 33. **PERIOD** \_\_\_\_\_  
 34. **TEACHER** \_\_\_\_\_  
 35. **SUBJECT** \_\_\_\_\_  
 36. **TOPIC** \_\_\_\_\_  
 37. **DATE** \_\_\_\_\_  
 38. **PERIOD** \_\_\_\_\_  
 39. **TEACHER** \_\_\_\_\_  
 40. **SUBJECT** \_\_\_\_\_  
 41. **TOPIC** \_\_\_\_\_  
 42. **DATE** \_\_\_\_\_  
 43. **PERIOD** \_\_\_\_\_  
 44. **TEACHER** \_\_\_\_\_  
 45. **SUBJECT** \_\_\_\_\_  
 46. **TOPIC** \_\_\_\_\_  
 47. **DATE** \_\_\_\_\_  
 48. **PERIOD** \_\_\_\_\_  
 49. **TEACHER** \_\_\_\_\_  
 50. **SUBJECT** \_\_\_\_\_  
 51. **TOPIC** \_\_\_\_\_  
 52. **DATE** \_\_\_\_\_  
 53. **PERIOD** \_\_\_\_\_  
 54. **TEACHER** \_\_\_\_\_  
 55. **SUBJECT** \_\_\_\_\_  
 56. **TOPIC** \_\_\_\_\_  
 57. **DATE** \_\_\_\_\_  
 58. **PERIOD** \_\_\_\_\_  
 59. **TEACHER** \_\_\_\_\_  
 60. **SUBJECT** \_\_\_\_\_  
 61. **TOPIC** \_\_\_\_\_  
 62. **DATE** \_\_\_\_\_  
 63. **PERIOD** \_\_\_\_\_  
 64. **TEACHER** \_\_\_\_\_  
 65. **SUBJECT** \_\_\_\_\_  
 66. **TOPIC** \_\_\_\_\_  
 67. **DATE** \_\_\_\_\_  
 68. **PERIOD** \_\_\_\_\_  
 69. **TEACHER** \_\_\_\_\_  
 70. **SUBJECT** \_\_\_\_\_  
 71. **TOPIC** \_\_\_\_\_  
 72. **DATE** \_\_\_\_\_  
 73. **PERIOD** \_\_\_\_\_  
 74. **TEACHER** \_\_\_\_\_  
 75. **SUBJECT** \_\_\_\_\_  
 76. **TOPIC** \_\_\_\_\_  
 77. **DATE** \_\_\_\_\_  
 78. **PERIOD** \_\_\_\_\_  
 79. **TEACHER** \_\_\_\_\_  
 80. **SUBJECT** \_\_\_\_\_  
 81. **TOPIC** \_\_\_\_\_  
 82. **DATE** \_\_\_\_\_  
 83. **PERIOD** \_\_\_\_\_  
 84. **TEACHER** \_\_\_\_\_  
 85. **SUBJECT** \_\_\_\_\_  
 86. **TOPIC** \_\_\_\_\_  
 87. **DATE** \_\_\_\_\_  
 88. **PERIOD** \_\_\_\_\_  
 89. **TEACHER** \_\_\_\_\_  
 90. **SUBJECT** \_\_\_\_\_  
 91. **TOPIC** \_\_\_\_\_  
 92. **DATE** \_\_\_\_\_  
 93. **PERIOD** \_\_\_\_\_  
 94. **TEACHER** \_\_\_\_\_  
 95. **SUBJECT** \_\_\_\_\_  
 96. **TOPIC** \_\_\_\_\_  
 97. **DATE** \_\_\_\_\_  
 98. **PERIOD** \_\_\_\_\_  
 99. **TEACHER** \_\_\_\_\_  
 100. **SUBJECT** \_\_\_\_\_  
 101. **TOPIC** \_\_\_\_\_  
 102. **DATE** \_\_\_\_\_  
 103. **PERIOD** \_\_\_\_\_  
 104. **TEACHER** \_\_\_\_\_  
 105. **SUBJECT** \_\_\_\_\_  
 106. **TOPIC** \_\_\_\_\_  
 107. **DATE** \_\_\_\_\_  
 108. **PERIOD** \_\_\_\_\_  
 109. **TEACHER** \_\_\_\_\_  
 110. **SUBJECT** \_\_\_\_\_  
 111. **TOPIC** \_\_\_\_\_  
 112. **DATE** \_\_\_\_\_  
 113. **PERIOD** \_\_\_\_\_  
 114. **TEACHER** \_\_\_\_\_  
 115. **SUBJECT** \_\_\_\_\_  
 116. **TOPIC** \_\_\_\_\_  
 117. **DATE** \_\_\_\_\_  
 118. **PERIOD** \_\_\_\_\_  
 119. **TEACHER** \_\_\_\_\_  
 120. **SUBJECT** \_\_\_\_\_  
 121. **TOPIC** \_\_\_\_\_  
 122. **DATE** \_\_\_\_\_  
 123. **PERIOD** \_\_\_\_\_  
 124. **TEACHER** \_\_\_\_\_  
 125. **SUBJECT** \_\_\_\_\_  
 126. **TOPIC** \_\_\_\_\_  
 127. **DATE** \_\_\_\_\_  
 128. **PERIOD** \_\_\_\_\_  
 129. **TEACHER** \_\_\_\_\_  
 130. **SUBJECT** \_\_\_\_\_  
 131. **TOPIC** \_\_\_\_\_  
 132. **DATE** \_\_\_\_\_  
 133. **PERIOD** \_\_\_\_\_  
 134. **TEACHER** \_\_\_\_\_  
 135. **SUBJECT** \_\_\_\_\_  
 136. **TOPIC** \_\_\_\_\_  
 137. **DATE** \_\_\_\_\_  
 138. **PERIOD** \_\_\_\_\_  
 139. **TEACHER** \_\_\_\_\_  
 140. **SUBJECT** \_\_\_\_\_  
 141. **TOPIC** \_\_\_\_\_  
 142. **DATE** \_\_\_\_\_  
 143. **PERIOD** \_\_\_\_\_  
 144. **TEACHER** \_\_\_\_\_  
 145. **SUBJECT** \_\_\_\_\_  
 146. **TOPIC** \_\_\_\_\_  
 147. **DATE** \_\_\_\_\_  
 148. **PERIOD** \_\_\_\_\_  
 149. **TEACHER** \_\_\_\_\_  
 150. **SUBJECT** \_\_\_\_\_  
 151. **TOPIC** \_\_\_\_\_  
 152. **DATE** \_\_\_\_\_  
 153. **PERIOD** \_\_\_\_\_  
 154. **TEACHER** \_\_\_\_\_  
 155. **SUBJECT** \_\_\_\_\_  
 156. **TOPIC** \_\_\_\_\_  
 157. **DATE** \_\_\_\_\_  
 158. **PERIOD** \_\_\_\_\_  
 159. **TEACHER** \_\_\_\_\_  
 160. **SUBJECT** \_\_\_\_\_  
 161. **TOPIC** \_\_\_\_\_  
 162. **DATE** \_\_\_\_\_  
 163. **PERIOD** \_\_\_\_\_  
 164. **TEACHER** \_\_\_\_\_  
 165. **SUBJECT** \_\_\_\_\_  
 166. **TOPIC** \_\_\_\_\_  
 167. **DATE** \_\_\_\_\_  
 168. **PERIOD** \_\_\_\_\_  
 169. **TEACHER** \_\_\_\_\_  
 170. **SUBJECT** \_\_\_\_\_  
 171. **TOPIC** \_\_\_\_\_  
 172. **DATE** \_\_\_\_\_  
 173. **PERIOD** \_\_\_\_\_  
 174. **TEACHER** \_\_\_\_\_  
 175. **SUBJECT** \_\_\_\_\_  
 176. **TOPIC** \_\_\_\_\_  
 177. **DATE** \_\_\_\_\_  
 178. **PERIOD** \_\_\_\_\_  
 179. **TEACHER** \_\_\_\_\_  
 180. **SUBJECT** \_\_\_\_\_  
 181. **TOPIC** \_\_\_\_\_  
 182. **DATE** \_\_\_\_\_  
 183. **PERIOD** \_\_\_\_\_  
 184. **TEACHER** \_\_\_\_\_  
 185. **SUBJECT** \_\_\_\_\_  
 186. **TOPIC** \_\_\_\_\_  
 187. **DATE** \_\_\_\_\_  
 188. **PERIOD** \_\_\_\_\_  
 189. **TEACHER** \_\_\_\_\_  
 190. **SUBJECT** \_\_\_\_\_  
 191. **TOPIC** \_\_\_\_\_  
 192. **DATE** \_\_\_\_\_  
 193. **PERIOD** \_\_\_\_\_  
 194. **TEACHER** \_\_\_\_\_  
 195. **SUBJECT** \_\_\_\_\_  
 196. **TOPIC** \_\_\_\_\_  
 197. **DATE** \_\_\_\_\_  
 198. **PERIOD** \_\_\_\_\_  
 199. **TEACHER** \_\_\_\_\_  
 200. **SUBJECT** \_\_\_\_\_  
 201. **TOPIC** \_\_\_\_\_  
 202. **DATE** \_\_\_\_\_  
 203. **PERIOD** \_\_\_\_\_  
 204. **TEACHER** \_\_\_\_\_  
 205. **SUBJECT** \_\_\_\_\_  
 206. **TOPIC** \_\_\_\_\_  
 207. **DATE** \_\_\_\_\_  
 208. **PERIOD** \_\_\_\_\_  
 209. **TEACHER** \_\_\_\_\_  
 210. **SUBJECT** \_\_\_\_\_  
 211. **TOPIC** \_\_\_\_\_  
 212. **DATE** \_\_\_\_\_  
 213. **PERIOD** \_\_\_\_\_  
 214. **TEACHER** \_\_\_\_\_  
 215. **SUBJECT** \_\_\_\_\_  
 216. **TOPIC** \_\_\_\_\_  
 217. **DATE** \_\_\_\_\_  
 218. **PERIOD** \_\_\_\_\_  
 219. **TEACHER** \_\_\_\_\_  
 220. **SUBJECT** \_\_\_\_\_  
 221. **TOPIC** \_\_\_\_\_  
 222. **DATE** \_\_\_\_\_  
 223. **PERIOD** \_\_\_\_\_  
 224. **TE**



RECORD DRAWING

3  
100%



1  
2541



## LOCATION MAP

## Conclusion

## SURVEY NOTES: (LAMOUREX AND DICKINSON)

[illegible]





