
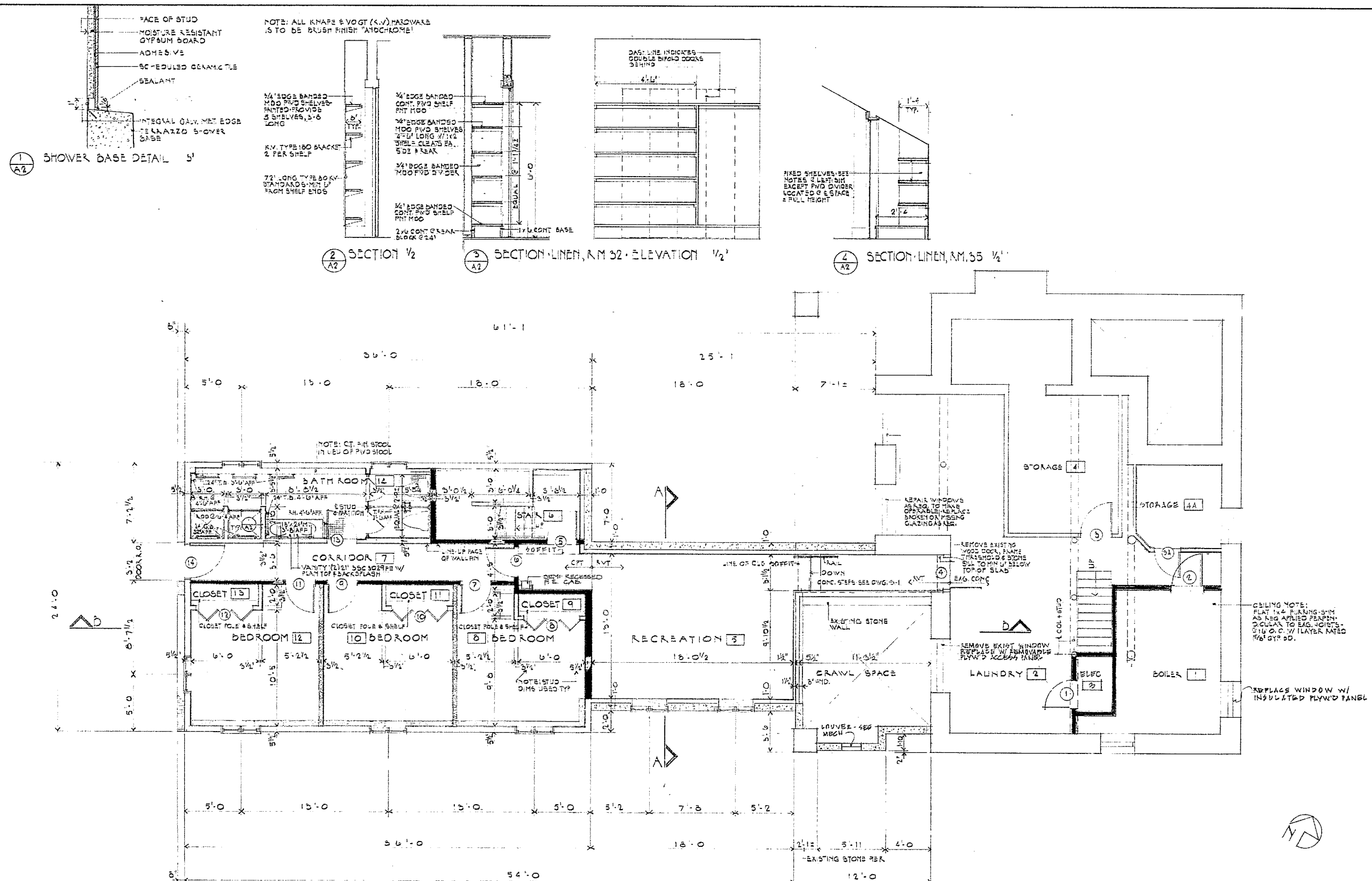


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	BISHOP BRADY CENTER GROUP HOME BURLINGTON, VERMONT	DATE 10-18-82	SCALE 1/4" = 1'-0"
		DRAWN	CHECKED DMA
FIRST FLOOR PLAN		PROJECT 2003	



## PARTITION LEGEND

PARTITION	DESCRIPTION
	NEW 2"x4" (OR X6 SEE PLAN) WOOD STUDS @ 24" W/ 1/2" GYPSUM BOARD (NO STUDS RESISTANT IN BATHROOMS) EACH SIDE.
	EXISTING CONSTRUCTION OR TORS MAIN UNLESS NOTED OTHERWISE ON PLAN
	2"x4" (OR X6 SEE PLAN) WOOD STUDS @ 24" W/ 5" ACOUSTICAL BATT INSULATION, AND 5/8" GYPSUM BOARD EACH SIDE.
	2"x4" (OR X6 SEE PLAN) WOOD STUDS @ 24" W/ 5" ACOUSTICAL BATT INSULATION, AND 1/2" GYPSUM BOARD (MOISTURE RESISTANT IN BATHROOMS) EACH SIDE TO UNDERSIDE OF SUBFLOOR, GROUND FLOOR, TO TOP OF TUBS, FIRST FLOOR, PER UL DESIGN U-14-1 HOUR.

## NOTES

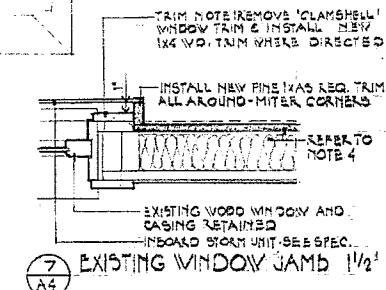
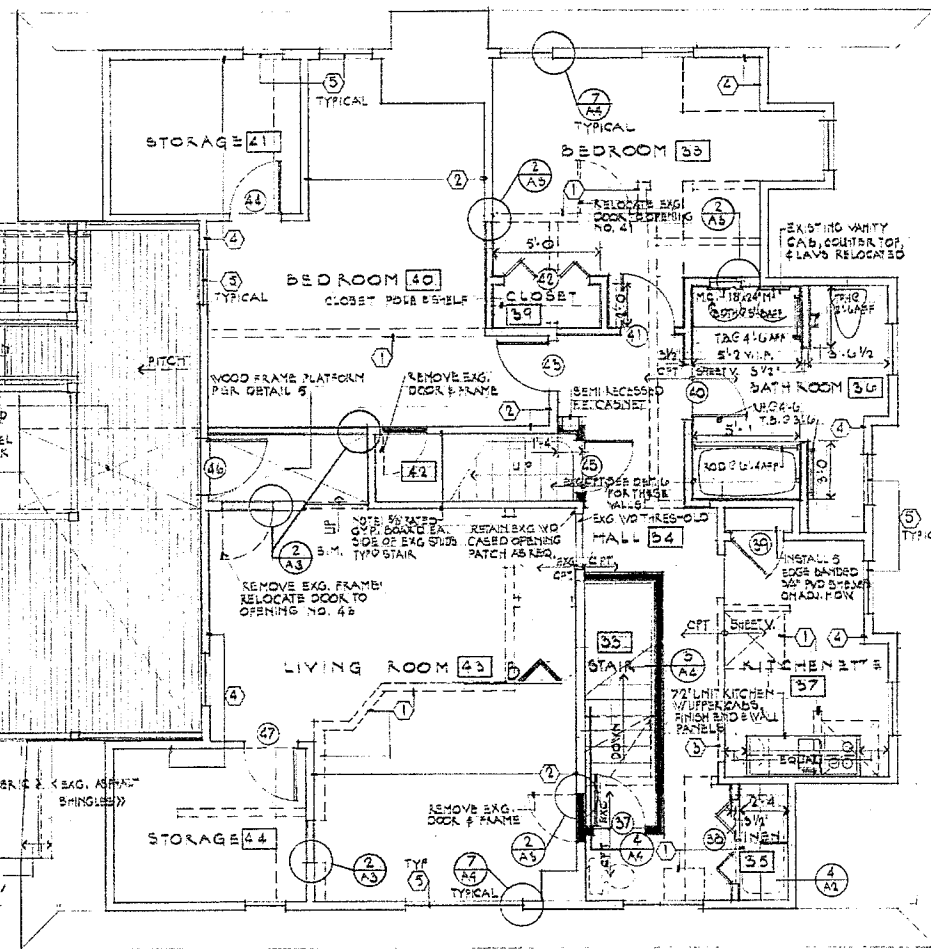
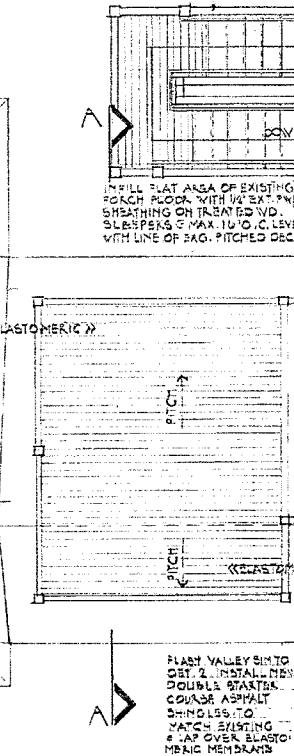
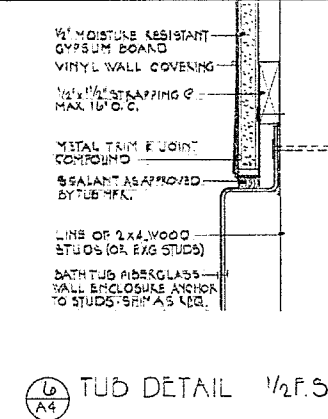
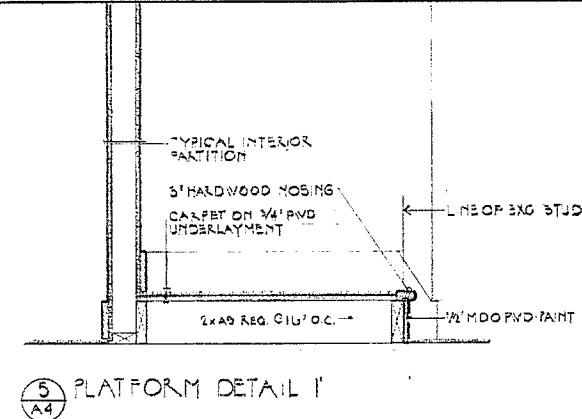
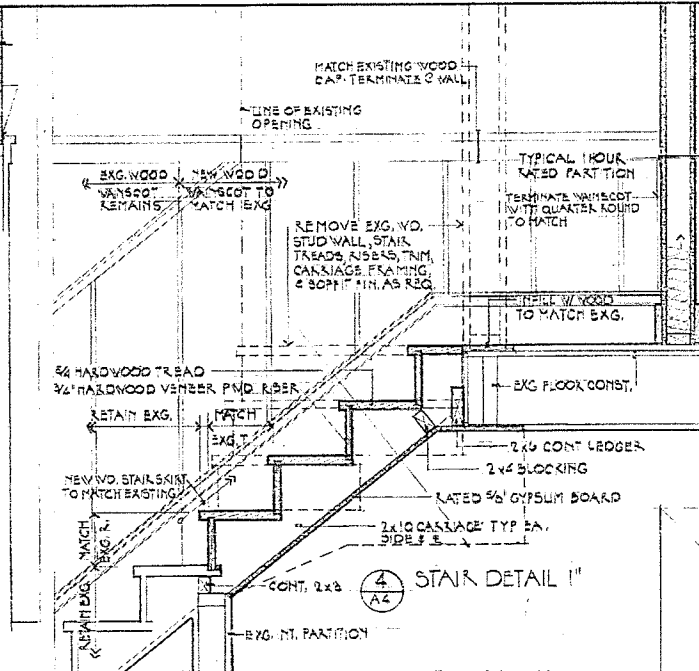
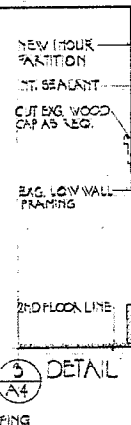
- KITCHEN & BATH VANITY CABINETS SHALL BE MANUFACTURER'S STANDARD DEPTHS UNLESS NOTED OTHERWISE.  
QUANTITY: 121" H" BY 36" DEPT.  
REMARKS: 121" H" BY 36" DEPT. FINISH END
- BATH ACCESSORIES ARE MOUNTED ABOVE FINISH FLOOR OF THE SPACE IN WHICH THEY ARE LOCATED. PLAN ABREVIATIONS ARE:  
T.S. TOWEL BAR, M. MIRROR, T.H. TOILET PAPER, G.D. GLASS DOOR, M.C. MEDICINE CABINET, H.H. HOOK, W.H. W/ HOOK, S.H. SHOWER ROD IS TO INCLUDE SHOWER CURTAIN & HOOKS.
- CLOSET SHALF TO BE 11-2" DEEP, PROVIDE CENTER SUPPORT FOR POLE & SHELF FOR UNITS OVER 4'0" LONG.
- WALL MOUNTED FIRE EXTINGUISHERS SHALL BE 10 POUND TYPE SUITABLE FOR CLASS A, B, C USE.
- SEMI-RECESSED FIRE EXTINGUISHER CABINETS SHALL HAVE 2 1/2 GALLON PRESSURIZED WATER TYPE SUITABLE FOR CLASS A USE.

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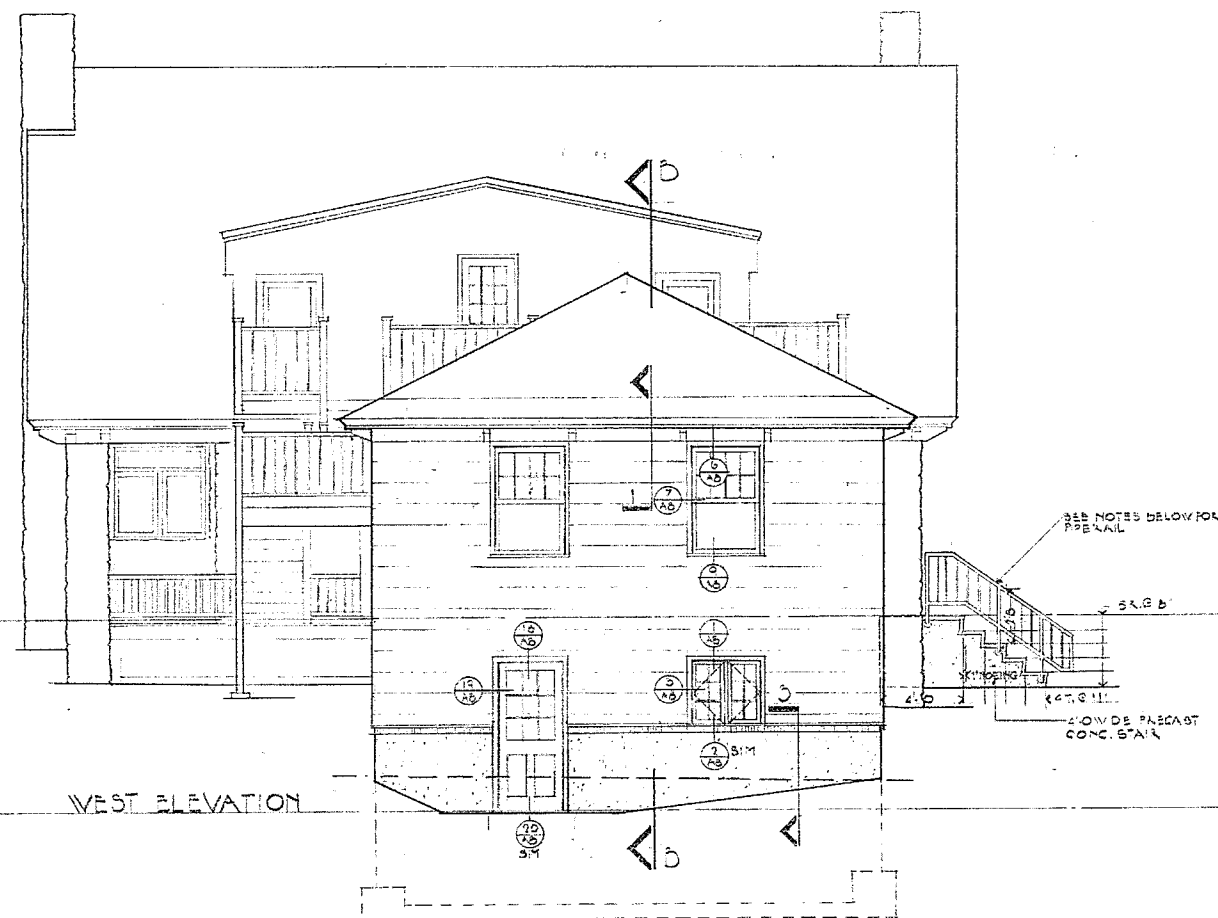
DATE	10-02-82	SCALE	1/4" = 1'-0"
DRAWN	ML	CHECKED	DMA
PROJECT	VERMONT	PROJECT	2003
BISHOP BRADY CENTER GROUP HOME	BURLINGTON, VERMONT	GROUND FLOOR PLAN	



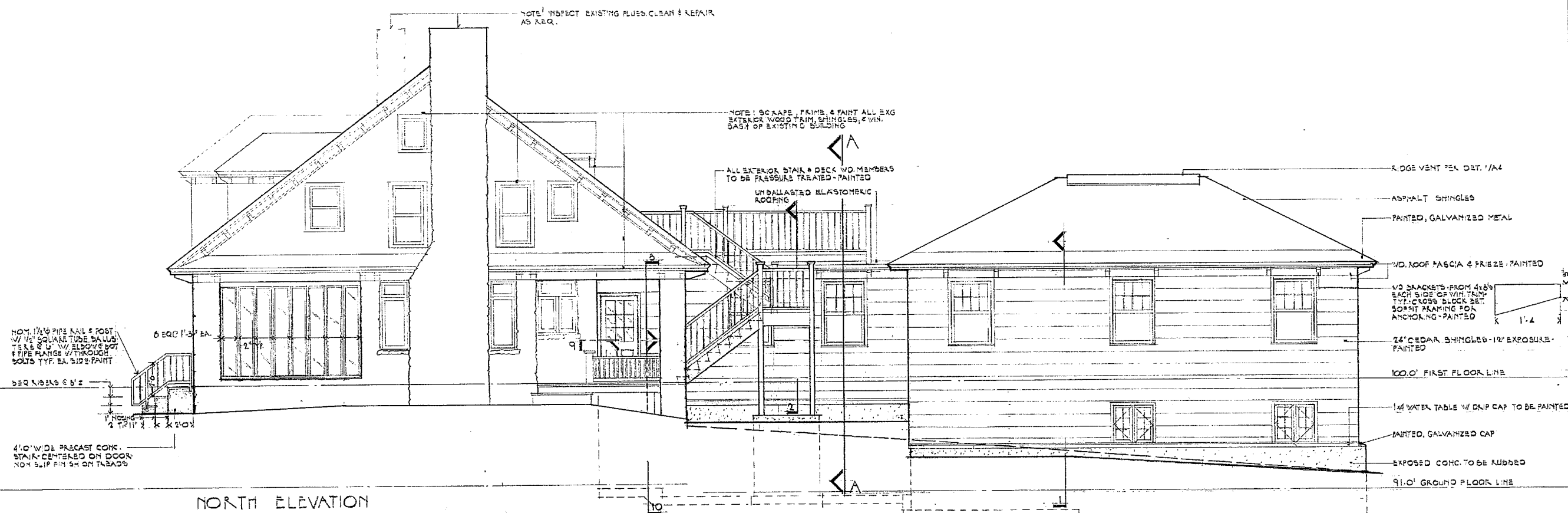
- # NOTES
- 1) CASE LINES INDICATE EXISTING WOOD STUD WALLS (AND PLUMBING FIXTURES, DOORS & FRAMES) TO BE REMOVED.
  - 2) EXISTING STUD PARTITIONS REMOVE EXISTING PLASTER SLAB ON TWO PANELING. INSTALL 1/2" GYPSUM EACH SIDE OF RETAINED STUDS.
  - 3) REMOVE EXISTING WOOD STUD PARTITION WOOD DOOR & FRAME TO LINE OF EXISTING WOOD CASED OPENING & PATCH CASING AS REQUIRED.
  - 4) EXISTING EXTERIOR WALL AND CEILING ARE TO HAVE EXISTING PLASTER REMOVED AND SUSPENDED ACOUSTIC CEILING SYSTEM. INSTALL R-13 FIBERGLASS INSULATION IN WALL (AIR IN CEILING) CAVITY, 4 MIL POLY VAPOR BARRIER OVER EXISTING STUDS AND JOISTS, AND 1/2" GYPSUM BOARD. FINISH AS SCHEDULED.
  - 5) INSTALL 50" X 90" WINDOW UNIT TO INTERIOR FACE OF EXISTING WINDOW FRAMES - SEE SPEC CAT. 05.



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



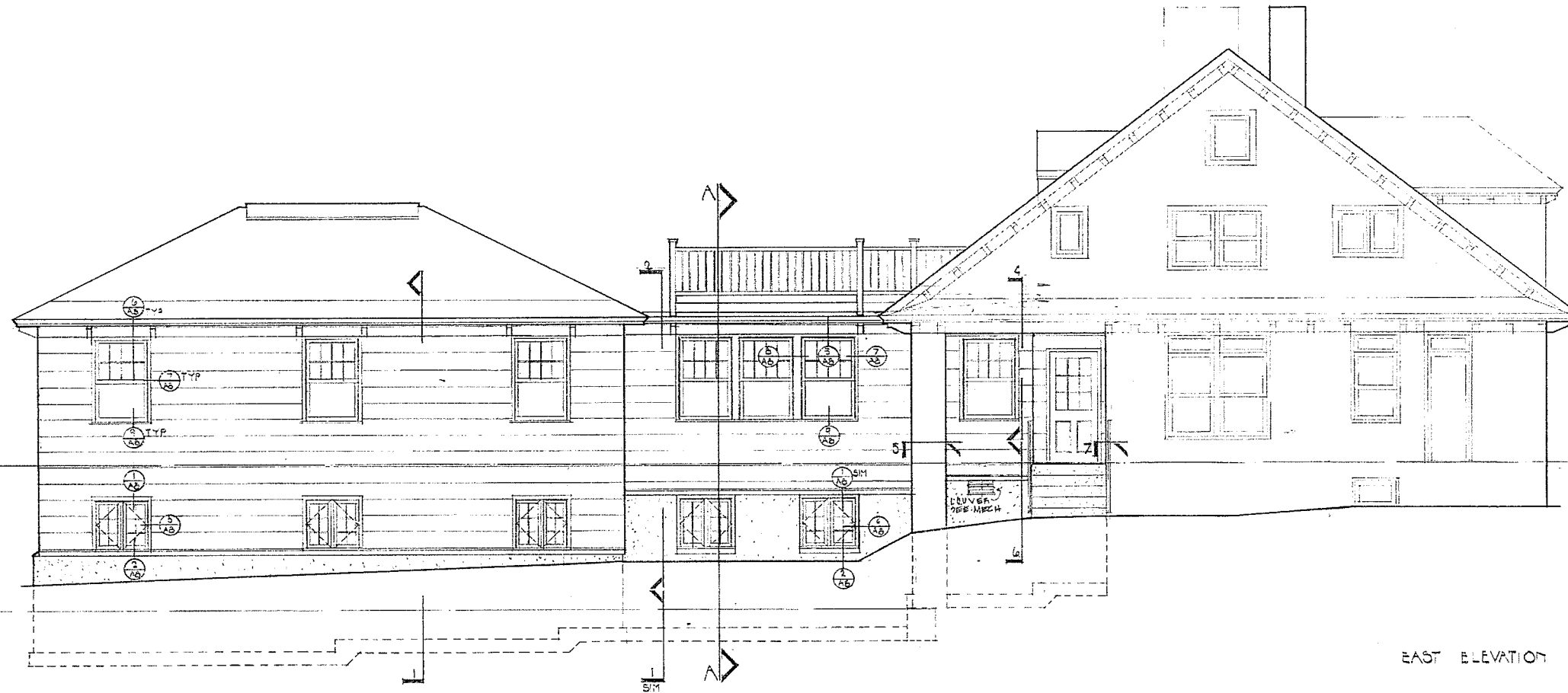
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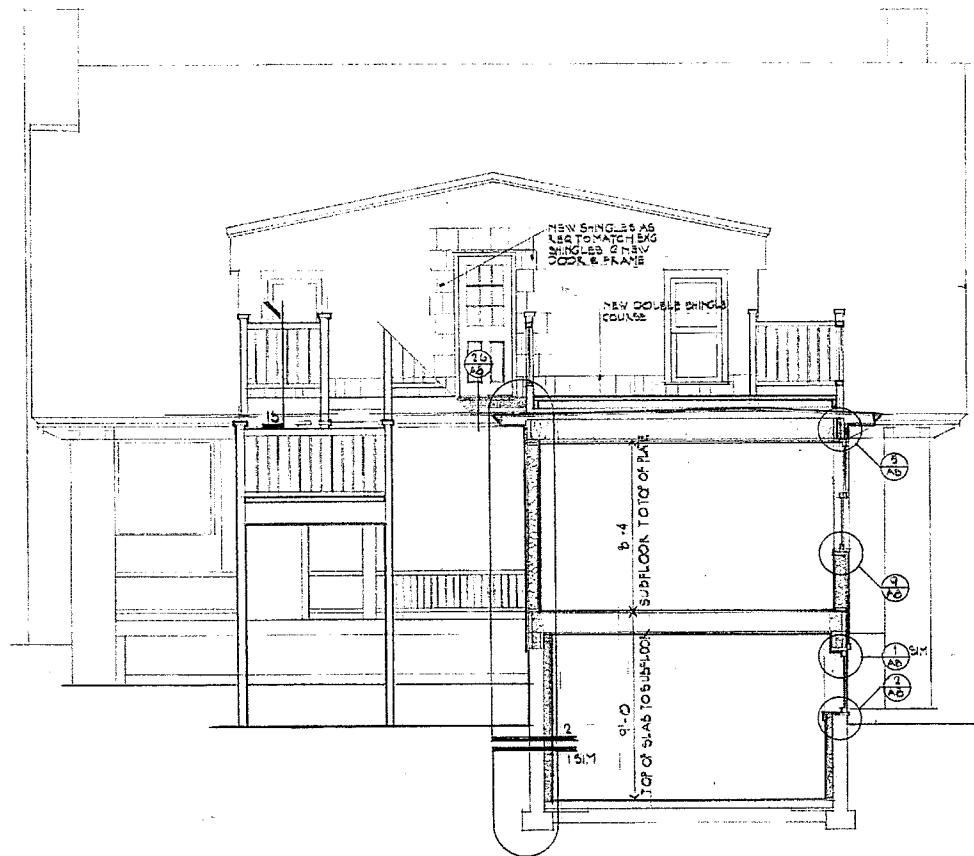
BISHOP BRADY CENTER		DATE	10-12-82	SCALE	1/4" = 1'-0"
GROUP HOME		DRAWN		CHECKED	
BURLINGTON, VERMONT		ML		DMVA	
ELEVATIONS		PROJECT	2005		

## ELEVATIONS

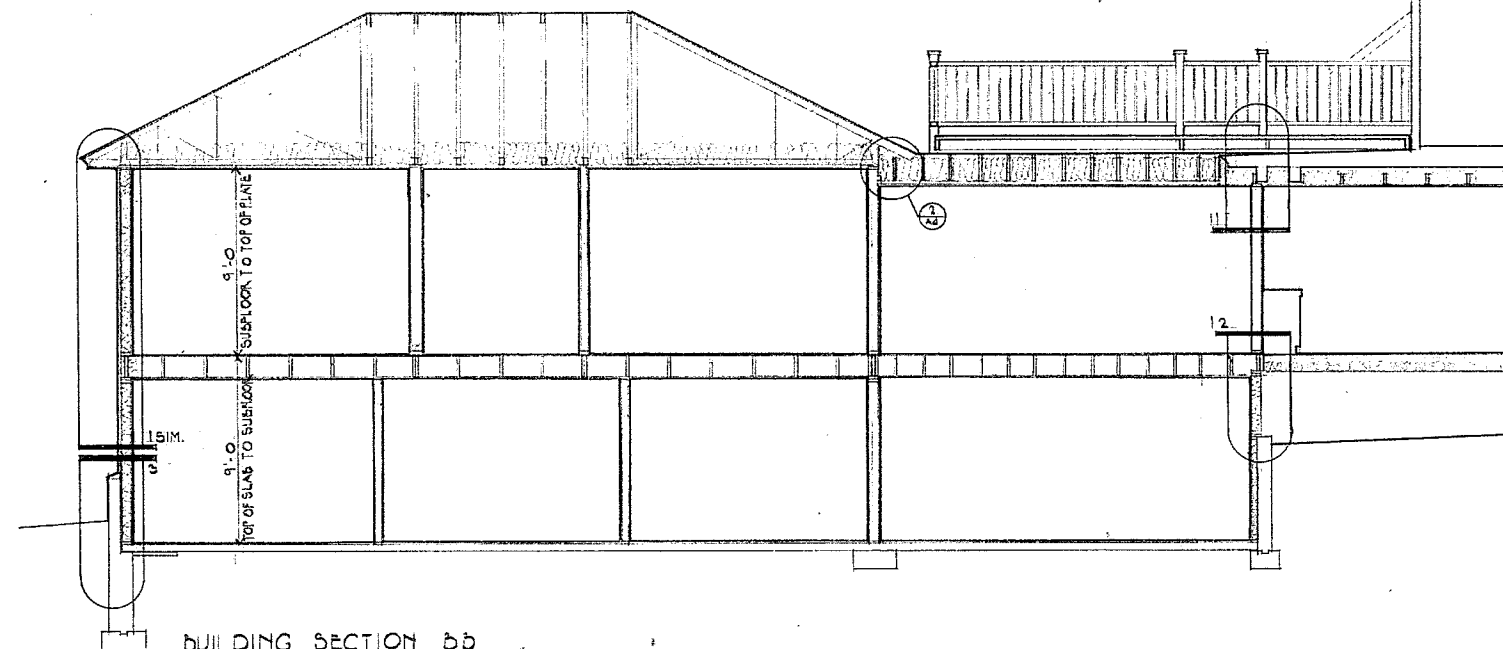
## ELEVATIONS



EAST ELEVATION

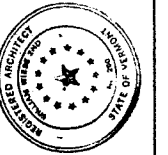


BUILDING SECTION AA



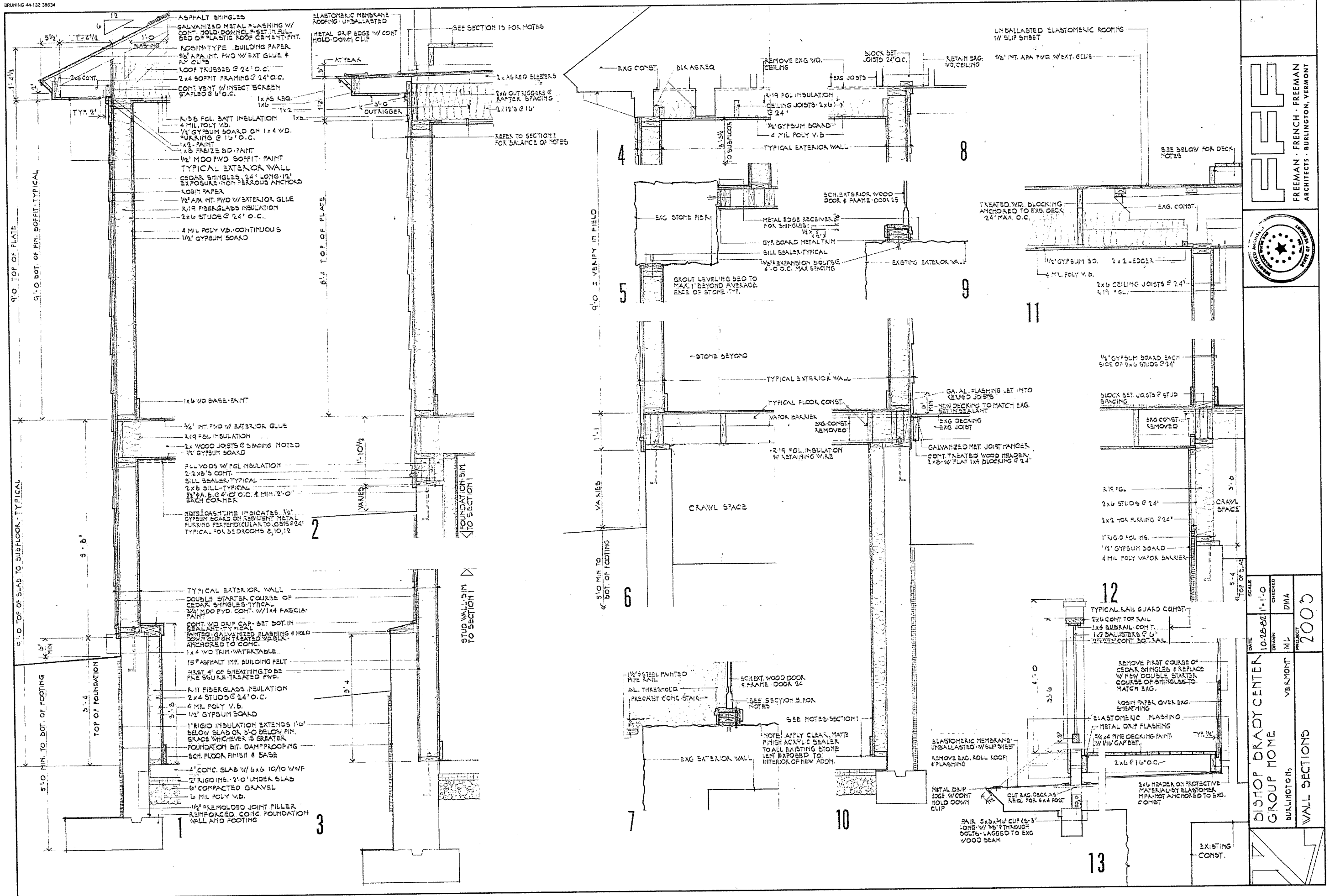
BUILDING SECTION BB

**FREE**  
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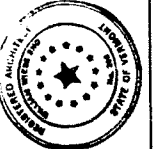


DATE	SCALE	CHECKED
10-18-82	1/4" = 1'-0"	DMA
DRAWN	ML	PROJECT
2003		

BISHOP BRADY CENTER  
GROUP HOME  
BURLINGTON, VERMONT  
ELEVATION, BUILDING SECTIONS



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**ARCHITECTS • BURLINGTON, VERMONT**



BISHOP BRADY CENTER GROUP HOME BURLINGTON, VERMONT	DATE 10-12-82	CHECKED 11-10
	DRAWN	DMA
PROJECT WALL SECTIONS		2003

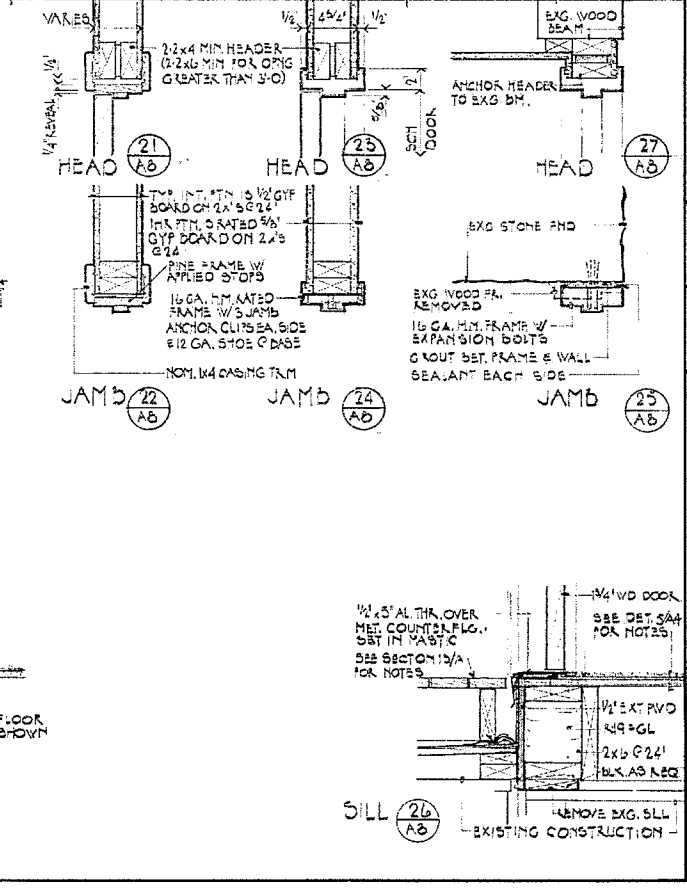
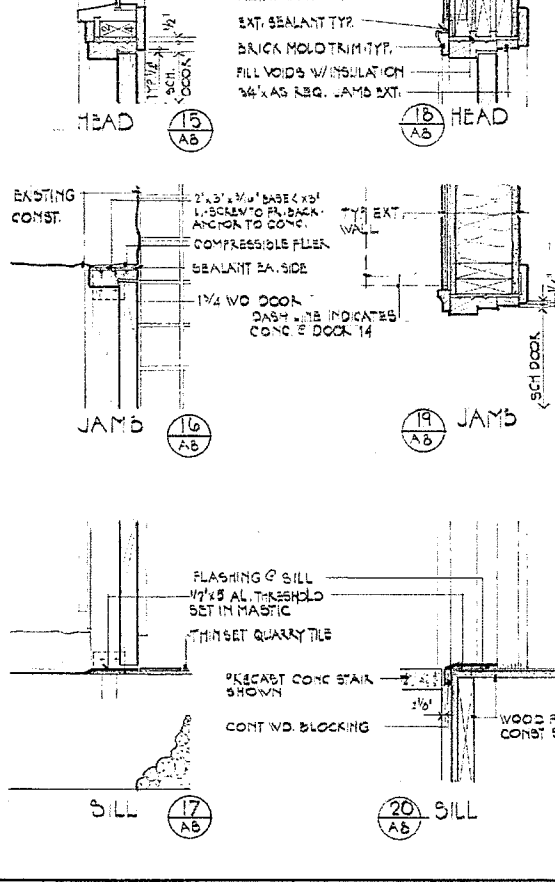
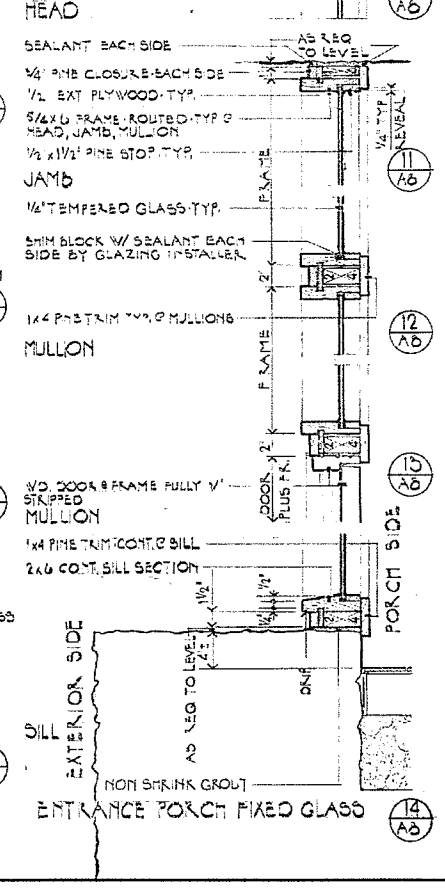
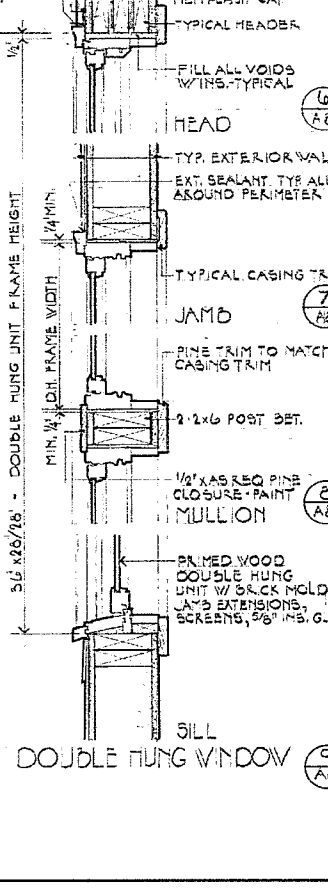
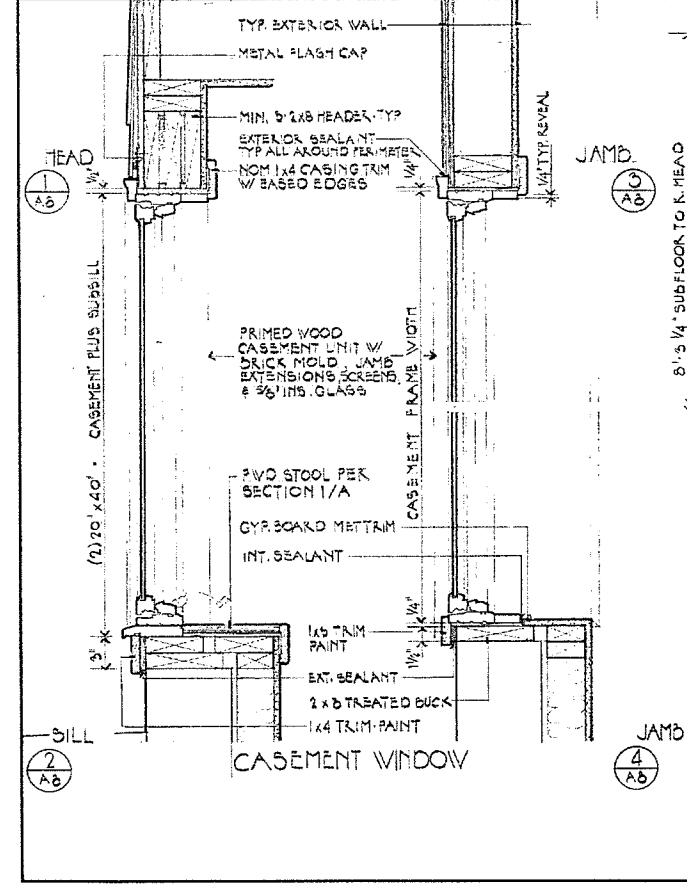
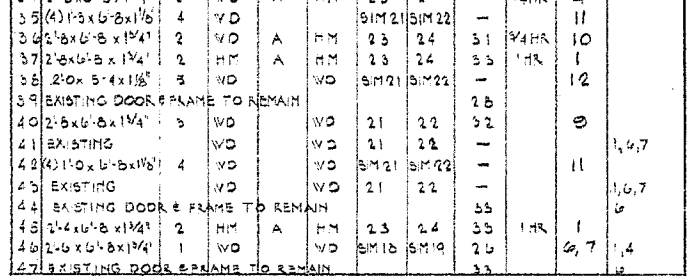
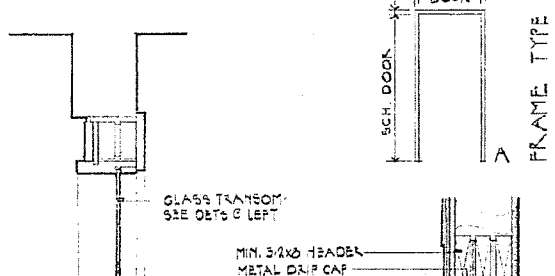
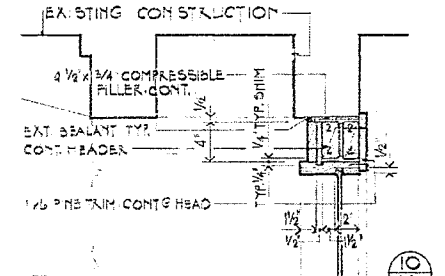
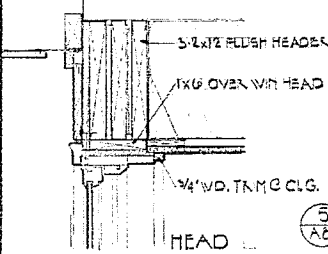
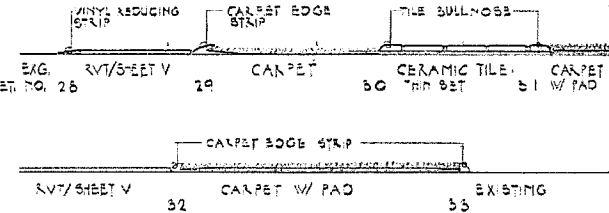
## WALL SECTIONS

ROOM FINISH SCHEDULE								
ROOM	FLOOR	DRESS	WALLS				CEILING	NOTES
NO.	NAME		NORTH	EAST	SOUTH	WEST	MAT.	H.T.
1	BOILER	ENG.	- G&P	ENG.	ENG.	G&P	G&P	7'-0"
2	LAUNDRY	ENG.	- ENG.	G&P	ENG.	ENG.	ENG.	7'-1"
3	ELECTRICAL	ENG.	- ENG.	ENG.	G&P	G&P	ENG.	6'-4"
4	STORAGE	ENG.	- ENG.	ENG.	ENG.	ENG.	ENG.	7'-4"
5	RECREATION	RVT	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"/9'
6	STAIR	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"
7	CORRIDOR	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-6"
8	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"/3, 4
9	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"
10	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"/3, 4
11	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"
12	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"/3, 4
13	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-0"
14	BATHROOM	CT	CT G&C	G&C	G&C	G&C	G&C	8'-0"
15	PORCH	CPT.	ENG./ENG.G&P	ENG.G&P	ENG.	ENG.	ENG.	8'-9"
16	TOILET	SHEET Y	ENG/P&G/VVC	ENG/VVC	ENG/VVC	ENG/VVC	ENG/VVC	8'-9"
17	OFFICE	CPT.	VOP/P&G/F	ENG/P	ENG.	ENG.G&P	ENG/G&P	8'-9"
18	LIVING	ENG-R	ENG/P&G/F	ENG-P	ENG-P	ENG-P	ENG-P	8'-9"
19	CORRIDOR	CPT.	VOP/P&G/VOP	ENG-G	G&P	-	G&P	8'-9"
20	KITCHEN	RVT	VOP/G&VVC	ENG-S	G&VVC	G&VVC	G&P	8'-9"/7, 8
21	DINING	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-9"
22	LIVING STAIR	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
23	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
24	BATH	CT	CT G&VVC	G&VVC	G&VVC	G&VVC	G&P	8'-11"
25	CORR. COR.	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
26	UTILITY	SHEET Y	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
27	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
28	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
29	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
30	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
31	BATH	CT	CT G&VVC	G&VVC	G&VVC	G&VVC	G&P	8'-11"
32	LINEN	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	8'-11"
33	STAIR	ENG-R	VOP/P&G/G&P	G&G&P	G&P	ENG-P	G&P	7'-8"
34	HALL	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
35	LINEN	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
36	BATH ROOM	SHEET Y	VOP/G&VVC	G&VVC	G&VVC	G&VVC	G&P	7'-8"
37	KITCHENETTE	SHEET Y	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
38	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
39	CLOSET	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
40	BEDROOM	CPT.	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
41	STORAGE	ENG	ENG/G&P	G&P	G&P	G&P	G&P	VARIES
42	STAIR	ENG	ENG/G&P	G&P	G&P	G&P	ENG.	VARIES
43	LIVING ROOM	ENG	VOP/G&P	G&P	G&P	G&P	G&P	7'-8"
44	STORAGE	ENG	ENG/G&P	G&P	G&P	G&P	G&P	VARIES

**FINISH SCHEDULE NOTES**

1. SCHEDULED GYPSUM BOARD APPLIED TO EXISTING SUBSTRATE.
2. CANE STAIN LANDING, RISERS, & TREADS 5'-0" WIDE.
3. NORTH WALL G.S.B. AFF ON SOUTH WALL (NORTH WALL STAIRWAY W).
4. CEILING GYPSUM BOARD APPLIED TO RESIDENT METAL FURLING.
5. CERAMIC TILE SHEET 3'-6" AFF ON NORTH WALL.
6. EXISTING AND NEW STAIRWAYS WOOD VANDISCOT TO BE PAINTED.
7. GYPSUM BOARD SOFFIT ON NORTH AND WEST WALLS.
8. SEALER ON EXPOSED STONE FACE. SEE SPEC.

FINISH	SCHEDULE	ABBREVIATIONS
CPT	CARPET	
CT	CERAMIC TILE	
EXO	EXISTING	
GD	GYPSPUM BOARD	
P	PAINT	
R	REFINISHED	
RVT	REINFORCED VINYL TILE	
S	SEALER	
V	VINYL	
VWC	VINYL WALL COVERING	



DOOR & FRAME SCHEDULE												
DOOR			FRAME					LABEL		FOY SET	NOTES	
WALK	SIZE	TYPE	TYPE	WALK	HEAD	JAMB	SILL	FOUR				
	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	5M 25	5M 24	—	1HR	1	1,2	
	2'-0"x6'-0"x1 3/4"	2	HM	A	HM	25	24	—	1HR	1		
35A	EXISTING DOOR & FRAME TO REMAIN										3	
	2'-10"x6'-5"x1 1/2"	2	HM	A	HM	27	25	26		2		
	5'-2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	—	FR	3		
	6'-2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	3		
	7'-2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	4		
	8'-1'-5x6'-0"x1 3/8"	4	WD	WD	5M 21	5M 22	—	—		11	4	
	9'-2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	11	4	
10(4)	1'-5x6'-0"x1 1/8"	4	WD	WD	5M 21	5M 22	—	—		11	4	
	1'-2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—		11	5	
15	2'-6"x6'-0"x1 3/4"	3	WD	WD	WD	21	22	30		5		
14	3'-0"x6'-0"x1 3/4"	1	WD	WD	WD	16	19	5M 20		6,7	4	
15	2'-6"x6'-0"x1 3/4"	1	WD	WD	WD	15	15/16	17		6,7		
16	EXISTING DOOR & FRAME TO REMAIN							—				
17	REMOVE EXISTING DOOR & FRAME							33				
18	EXISTING DOOR & FRAME TO REMAIN							—				
19	EXISTING DOOR & FRAME TO REMAIN							32				
20	EXISTING DOOR & FRAME TO REMAIN							—			3	
21	EXISTING DOOR & FRAME TO REMAIN							33				
22	EXISTING DOOR & FRAME TO REMAIN							—			5	
23	2'-6"x6'-0"x1 3/4"	2	WD	WD	WD	21	22	32		8		
24	3'-0"x7'-0"x1 3/4"	1	WD	WD	WD	16	19	20		9,7	4	
25	3'-0"x7'-0"x1 3/4"	1	WD	WD	WD	16	19	5M 20		6		
26	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	—	1HR	3		
27	2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	4		
28	2'-6"x6'-0"x1 3/4"	3	WD	WD	WD	21	22	—		5		
29	2'-6"x6'-0"x1 3/4"	3	WD	WD	WD	21	22	31		9		
30	2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4-R	3		
31(4)	1'-5x6'-0"x1 1/8"	4	WD	WD	5M 21	5M 22	—	—		11	4	
32	2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	4		
33(4)	1'-5x6'-0"x1 1/8"	4	WD	WD	5M 21	5M 22	—	—		11	4	
34	2'-6"x6'-0"x1 3/4"	2	WD	A	HM	25	24	—	3/4HR	4		
35	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	—	3/4HR	11	4	
36	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	31	3/4HR	10	1	
37	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	33	1HR	10	1	
38	2'-0"x5'-4"x1 3/8"	3	WD	WD	5M 21	5M 22	—	—		12		
39	EXISTING DOOR & FRAME TO REMAIN							26				
40	2'-6"x6'-0"x1 3/4"	3	WD	WD	WD	21	22	32		9		
41	EXISTING		WD	WD	WD	21	22	—			3,4,7	
42(4)	1'-0"x6'-5"x1 1/8"	4	WD	WD	5M 21	5M 22	—	—		11		
43	EXISTING		WD	WD	WD	21	22	—			1,6,7	
44	EXISTING DOOR & FRAME TO REMAIN							33			6	
45	2'-6"x6'-0"x1 3/4"	2	HM	A	HM	25	24	33	1HR	1		
46	2'-6"x6'-0"x1 3/4"	1	WD	WD	5M 16	5M 19	26	—		6,7	3,4	
47	EXISTING DOOR & FRAME TO REMAIN							33				

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BISHOP BRADY CENTER GROUP HOME BURLINGTON	VERMONT	PROJECT 2003	DATE 10-28-82	SCALE 1 1/2" OR NOTED
			DRAWN	CHECKED
			ML	DMA

SCALE: 1/2" = 1'-0"

EXISTING RAILING

CONT 1 1/2" STEEL PIPE HANDRAIL

2'-9"

5"

2x4 CONT

Technical drawing of a staircase showing a side elevation and a section view. The side elevation shows a staircase with a handrail and balustrade. The section view shows the structural details of the stairs, including the treads, risers, and stringers. Labels include "2 x 6 TREADS", "2 x 8 RISER", "2 x 6 HEADER", "2 x 4 EDGER", "EXG CONST", and "2 x 6 STRINGER". Dimensions are given for the treads (10' 6") and risers (8' 6").

15'-7 1/4"

3'-2 1/2" X 5'-0" X 5'-4 3/4"

11" TO END OF PLATFORM

HANDRAIL

6" TREADS 6" RISERS 10" 14" 5" 4" 0" 6"

DOWN

HANDRAIL

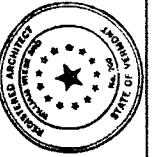
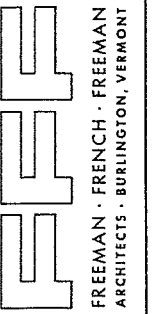
6" TREADS 6" RISERS 10" 14" 5" 4" 0" 6"


D

Hand-drawn architectural sketch of a staircase and platform area. The drawing includes the following annotations:

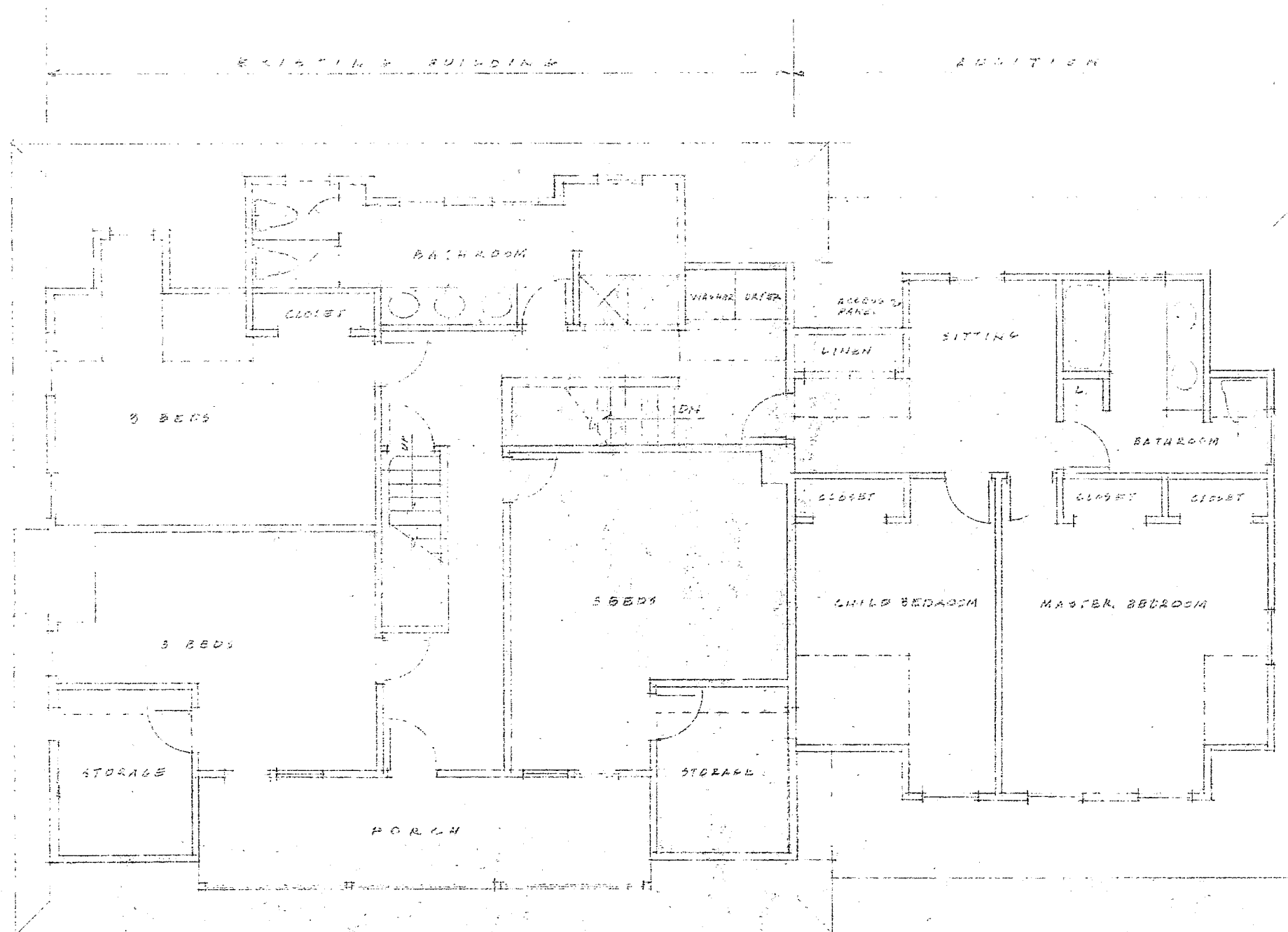
- SEE DET. BELOW (pointing to a circular detail callout)
- 2 x 12 @ 24" (pointing to a horizontal beam)
- 2 x 6 LEDGER (pointing to a horizontal beam)
- NOTE: PROVIDE WOOD RAIL 51M TO 240500 377 8 INCL BRACKETS
- PLATFORM EXTENSION
- 2 x 8 @ 24" (pointing to a horizontal beam)
- 2 x 4 LEDGER
- CARRIAGE: 2 x 12 EA SIDE & C OF STAIR
- 2 x 10 STRINGER
- 2 x 4 BLOCK (pointing to a vertical support)
- RISERS & TREADS 3/4" INT. S.P.A. P.W.D. W/ INT. GLUE
- RETURN W/O CAP TO FLL

5 DETAIL:  
A9 SCALE: 3" = 1'-0"



	BISHOP BRADY CENTER GROUP HOME BURLINGTON VERMONT	DATE	SCALE
		10-28-82 DRAWN	AS NOTED CHECKED
		MLC, ML DMA PROJECT	2003

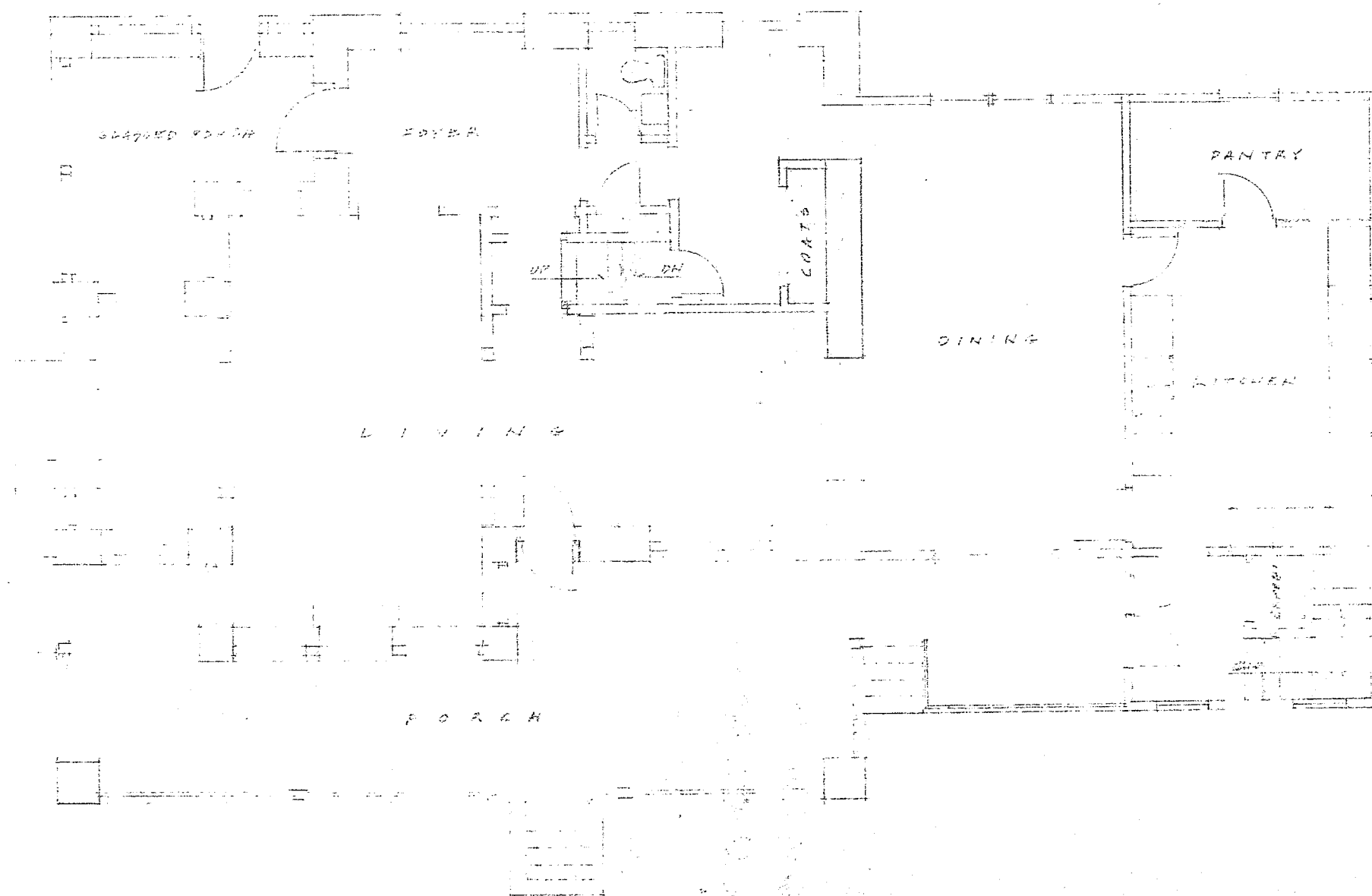




ST JOSEPH'S GROUP HOME  
 SCALE - 1/4" = 1'-0"  
 SECOND FLOOR PLAN

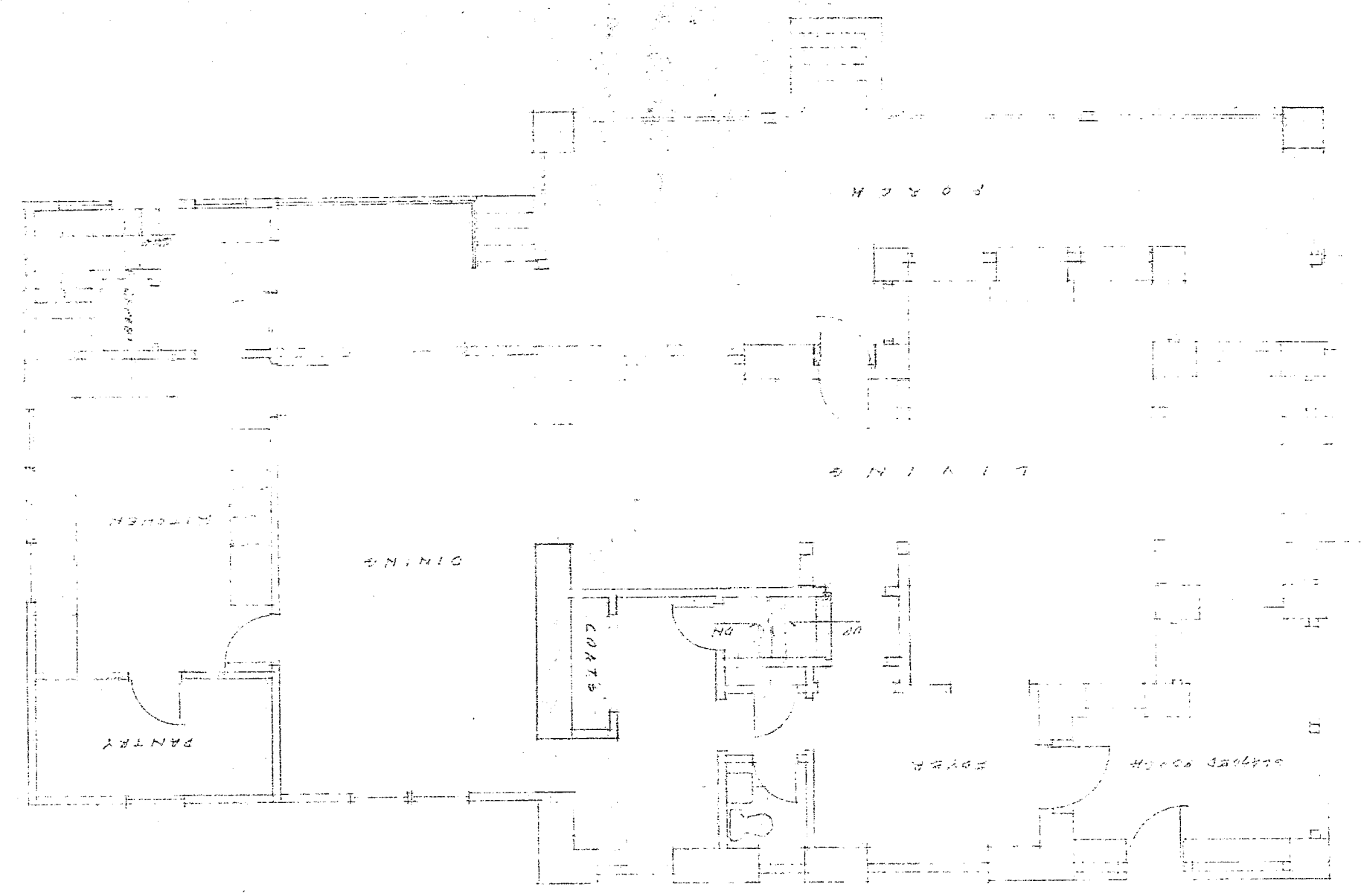
2008

4-11-01



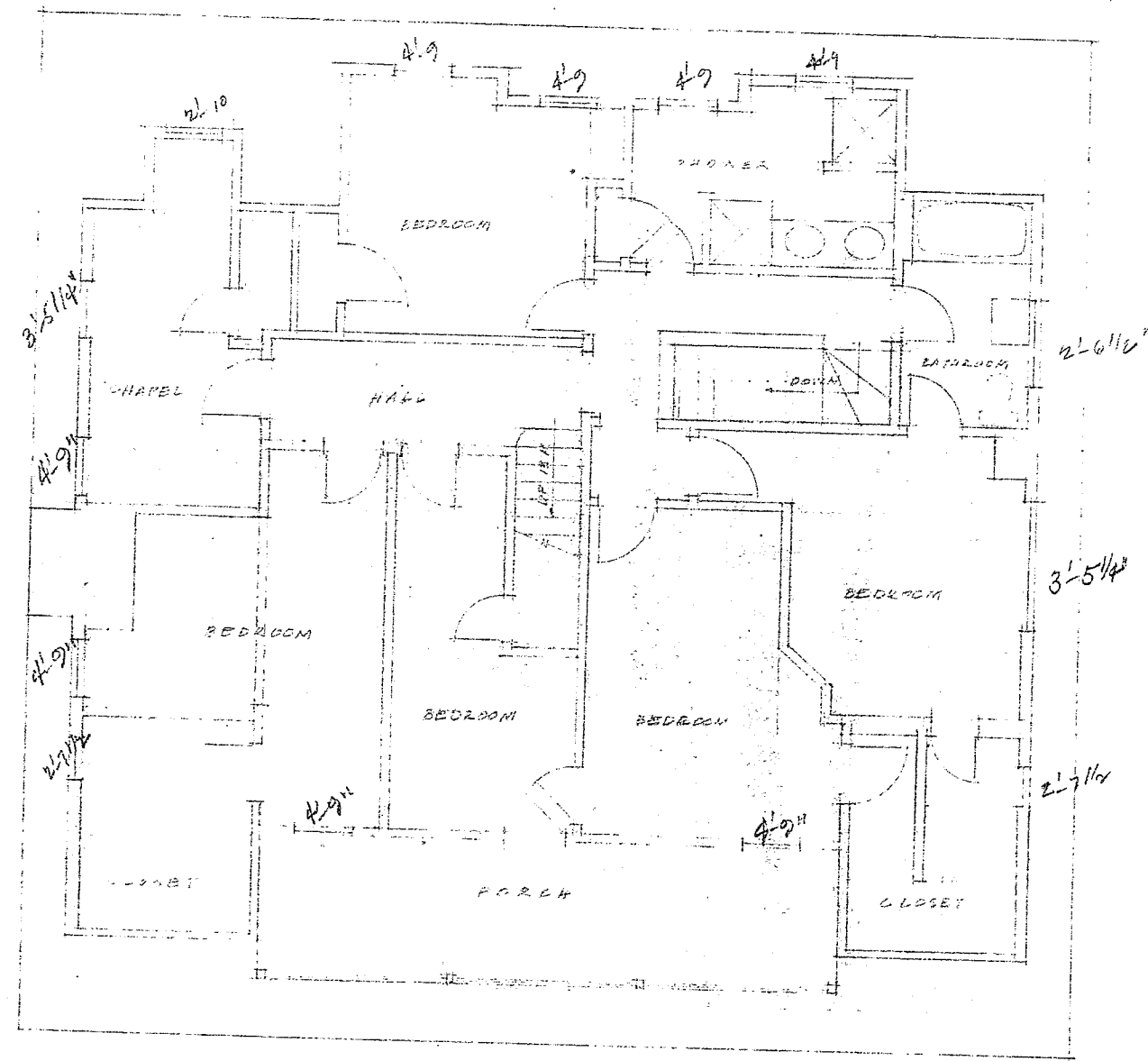
ST JOSEPH'S GROUP HOME 2009  
 FIRST FLOOR PLAN  
 14' x 11' 0" 6-11-81

ST JOSEPH'S GROUP HOME  
FIRST FLOOR PLAN  
10-11-81

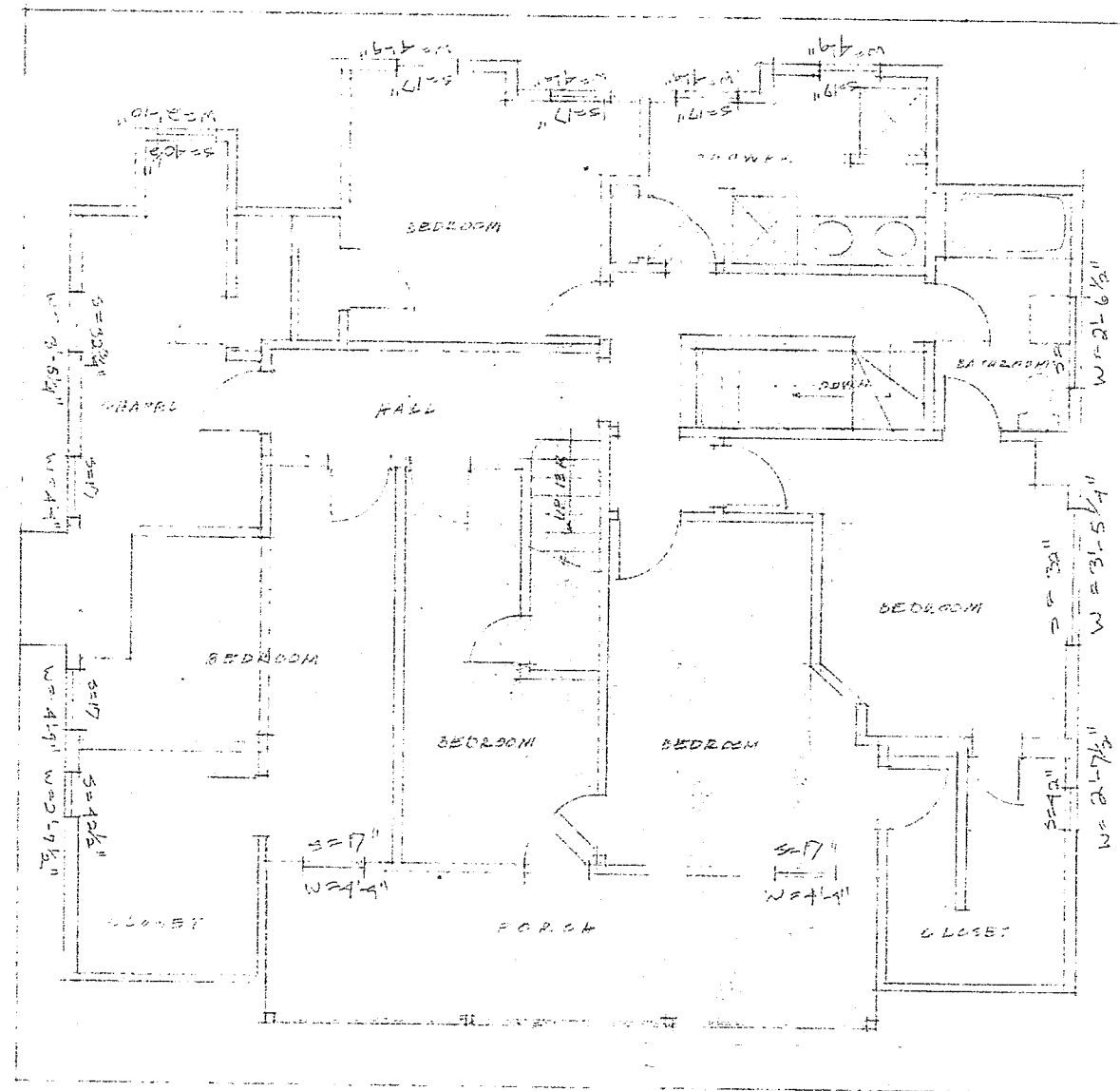




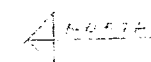
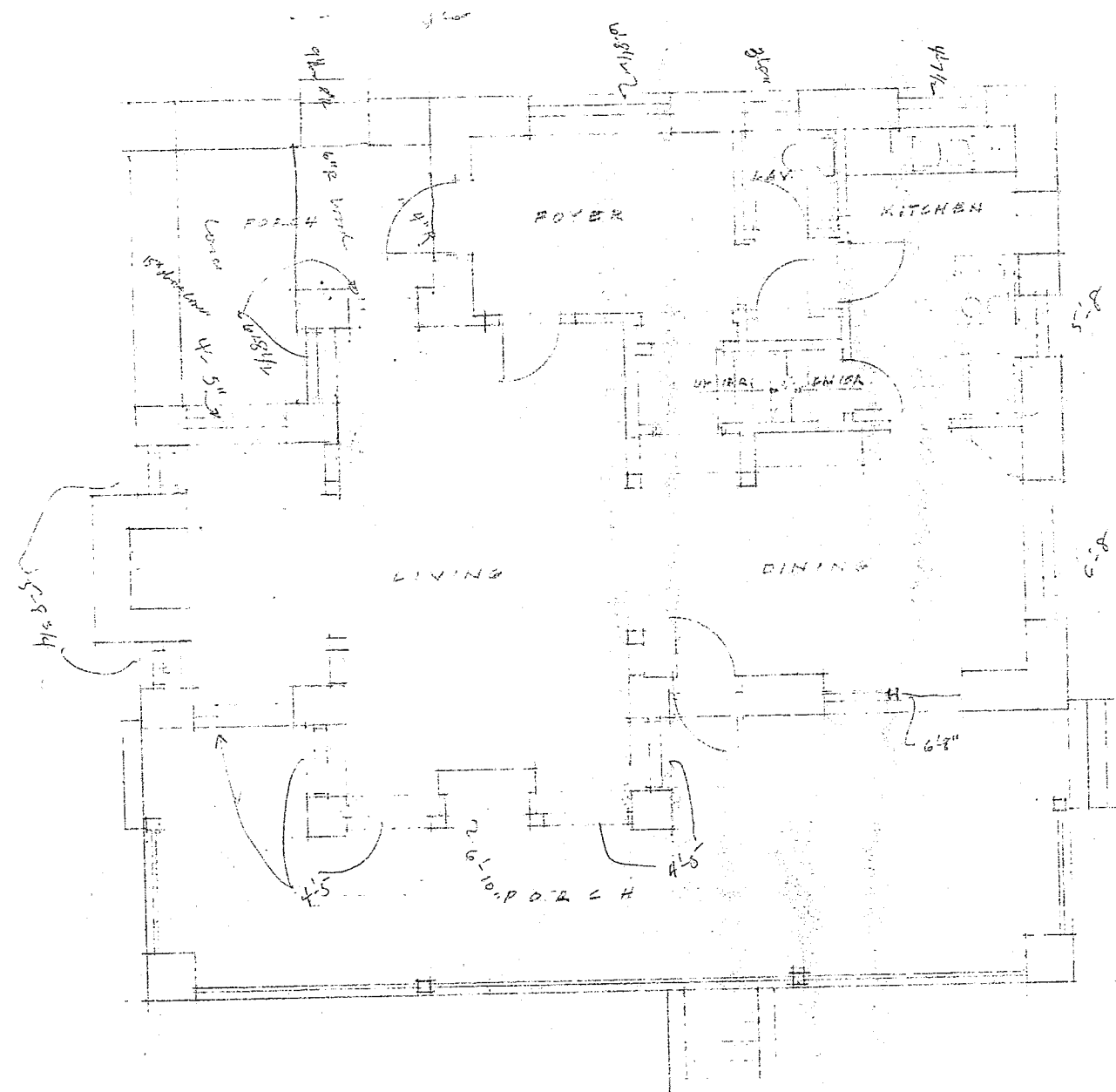
ST. JOSEPH'S GROUP HOME 1993  
 BASEMENT PLAN  
 SCALE 1/4" = 1'-0" 9-11-81



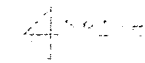
ST JOSEPH'S GROUP HOME #20-5  
SECOND FLOOR PLAN 12-1-51  
3-5-51



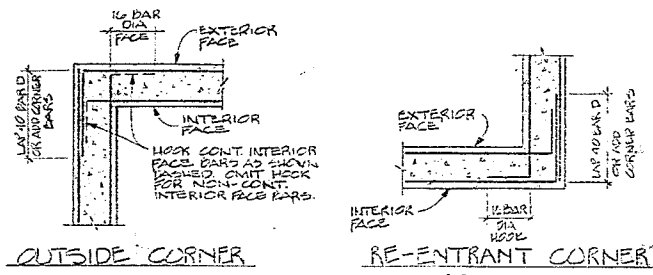
ST JOSEPH'S GROUP HOME #2005  
 SECOND FLOOR PLAN 1/4" = 1'-0"  
 W-B 51



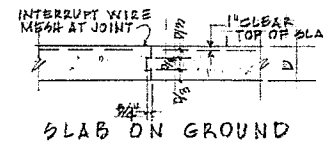
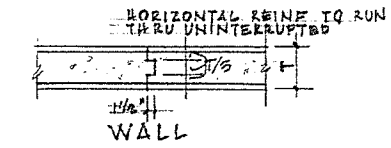
ST JOSEPH'S GROUP HOME #2002  
FIRST FLOOR PLAN 1/4" = 1'-0"  
6-5-81



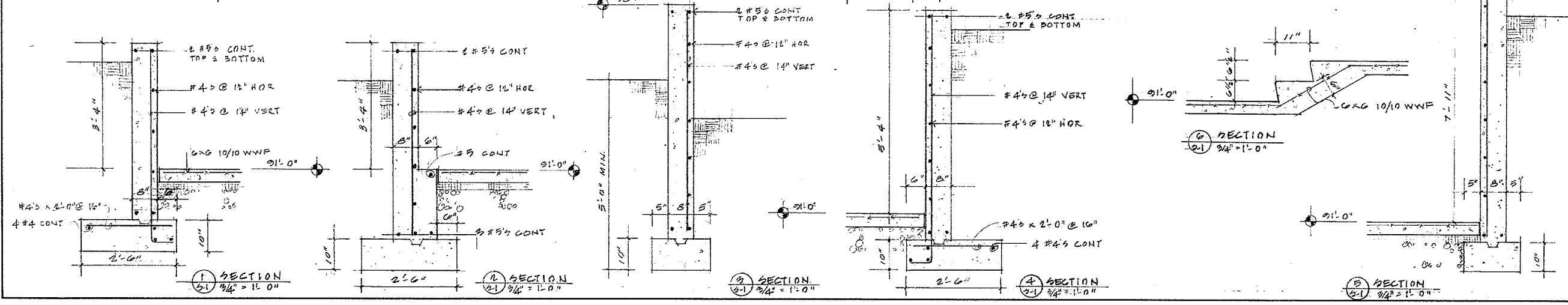
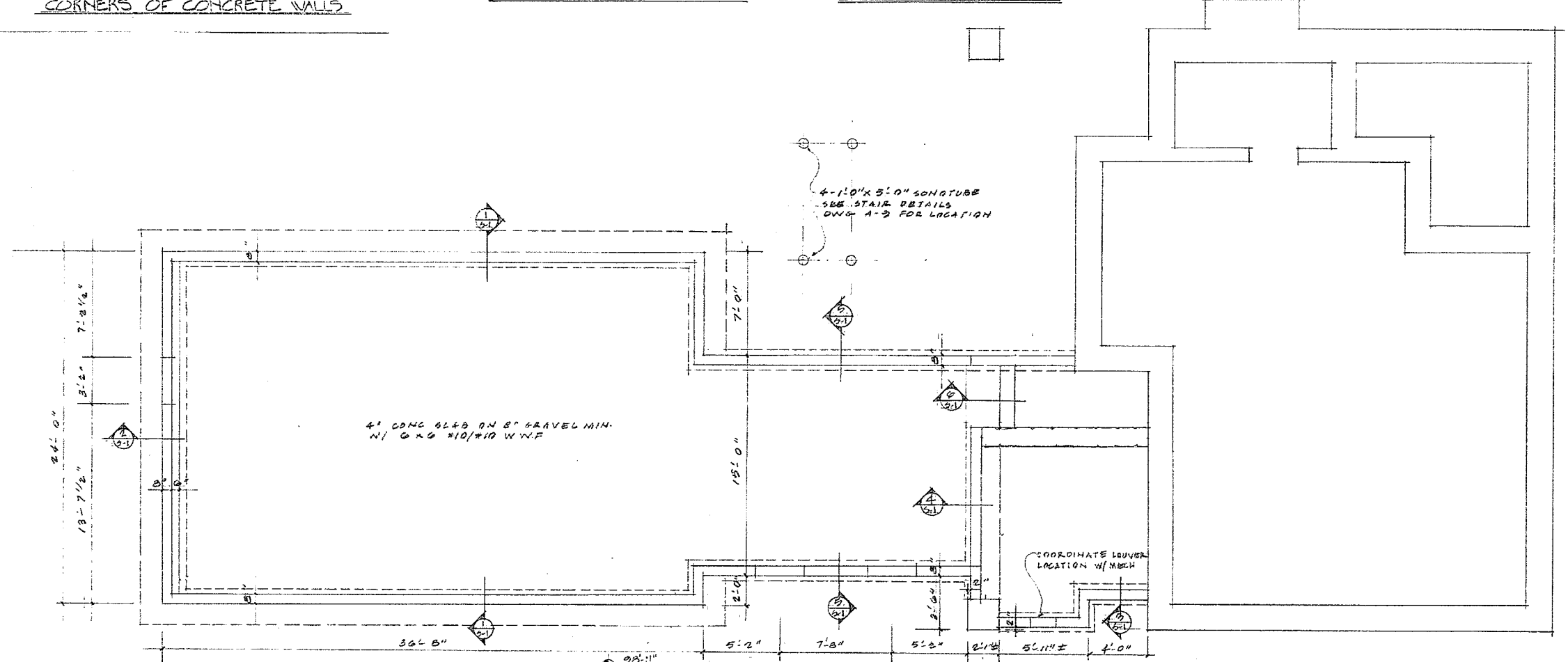
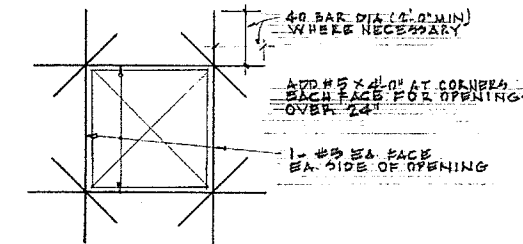
ST JOSEPH'S GROUP HOME #2003  
FIRST FLOOR PLAN 1/4" = 1'-0"  
G-5-81



TYPICAL DETAILS OF REINFORCING AT CORNERS OF CONCRETE WALLS



CONSTRUCTION JOINTS



**FF**

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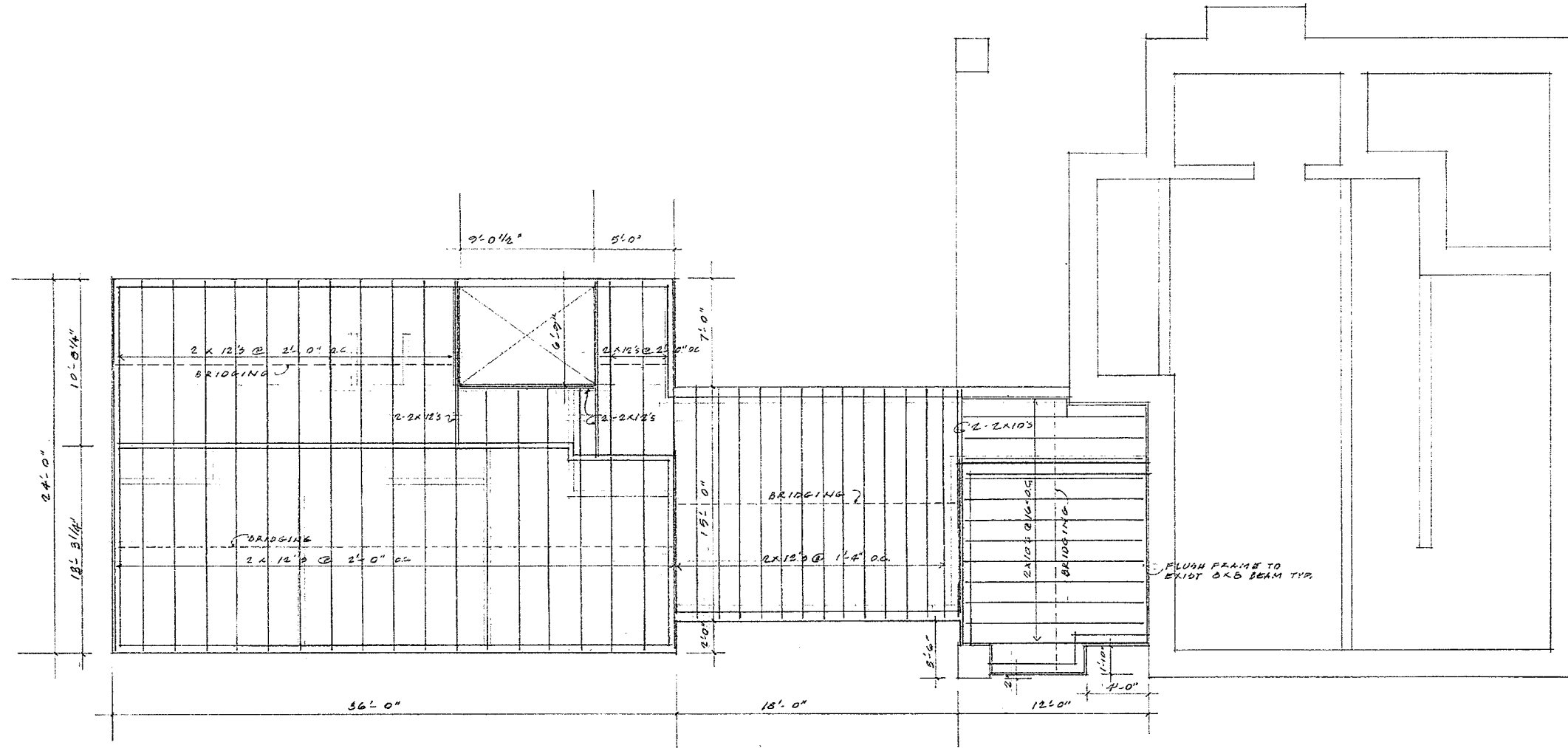
DATE 10-22-82  
SCALE 1/4" = 1'-0"

DRAWN DMA  
CHECKED

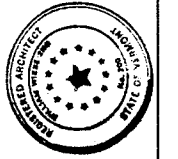
PROJECT 2003

BISHOP BRADY CENTER  
GROUP HOME  
BURLINGTON, VERMONT

FOUNDATION PLAN

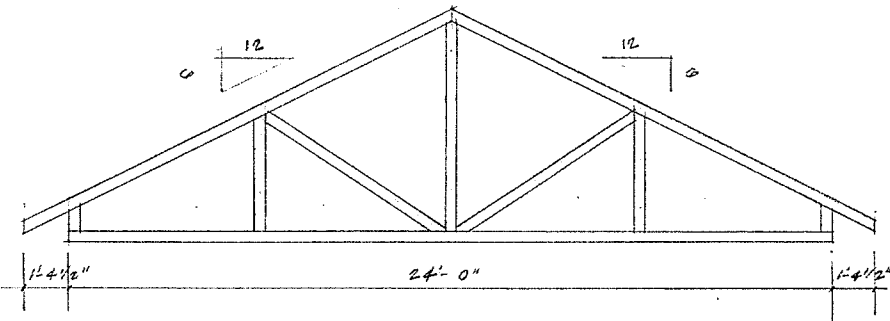


FIRST FLOOR FRAMING PLAN  
SCALE - 1/4" = 1'-0"

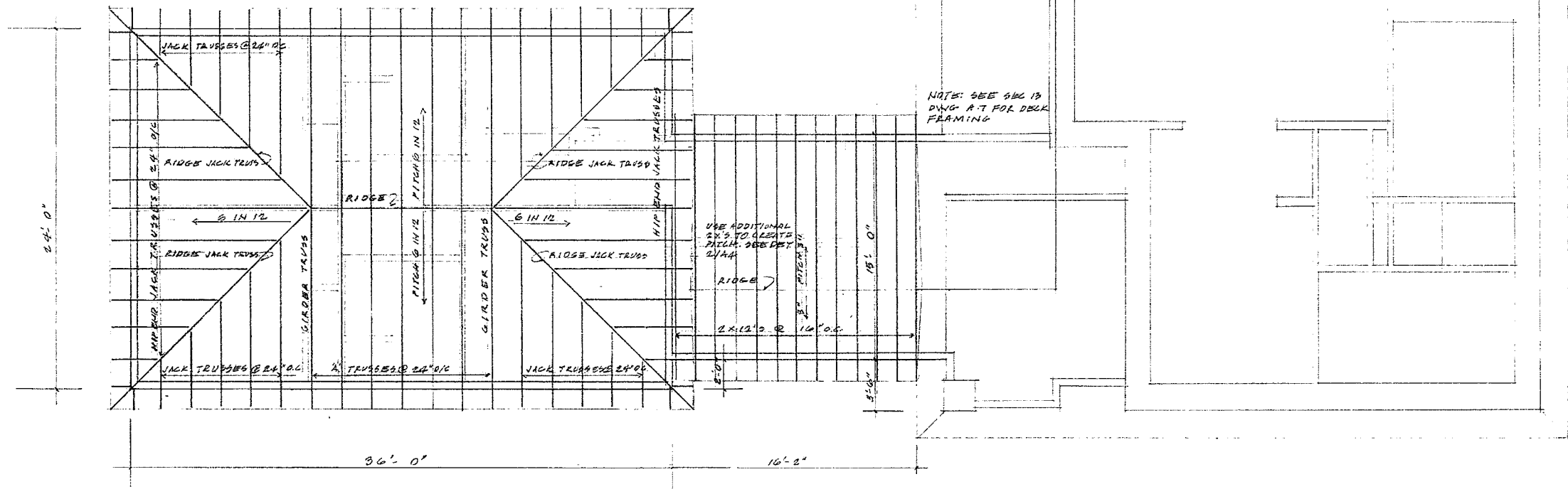


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BISHOP BRADY CENTER GROUP HOME BURLINGTON, VERMONT	DATE	SCALE	PROJECT
	10-20-82	1/4" = 1'-0"	
	DRAWN	CHECKED	2003
	DM A		
FIRST FLOOR FRAMING PLAN			

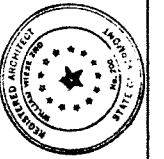


TRUSS 'A'  
DESIGN LOAD  
TOP CHORD DL 6 PSF  
LL 50 PSF  
BOTTOM CHORD DL 10 PSF  
LL 200 LBS CONC LOAD NON-CONCURRENT  
W/ OTHER DESIGN LOADS

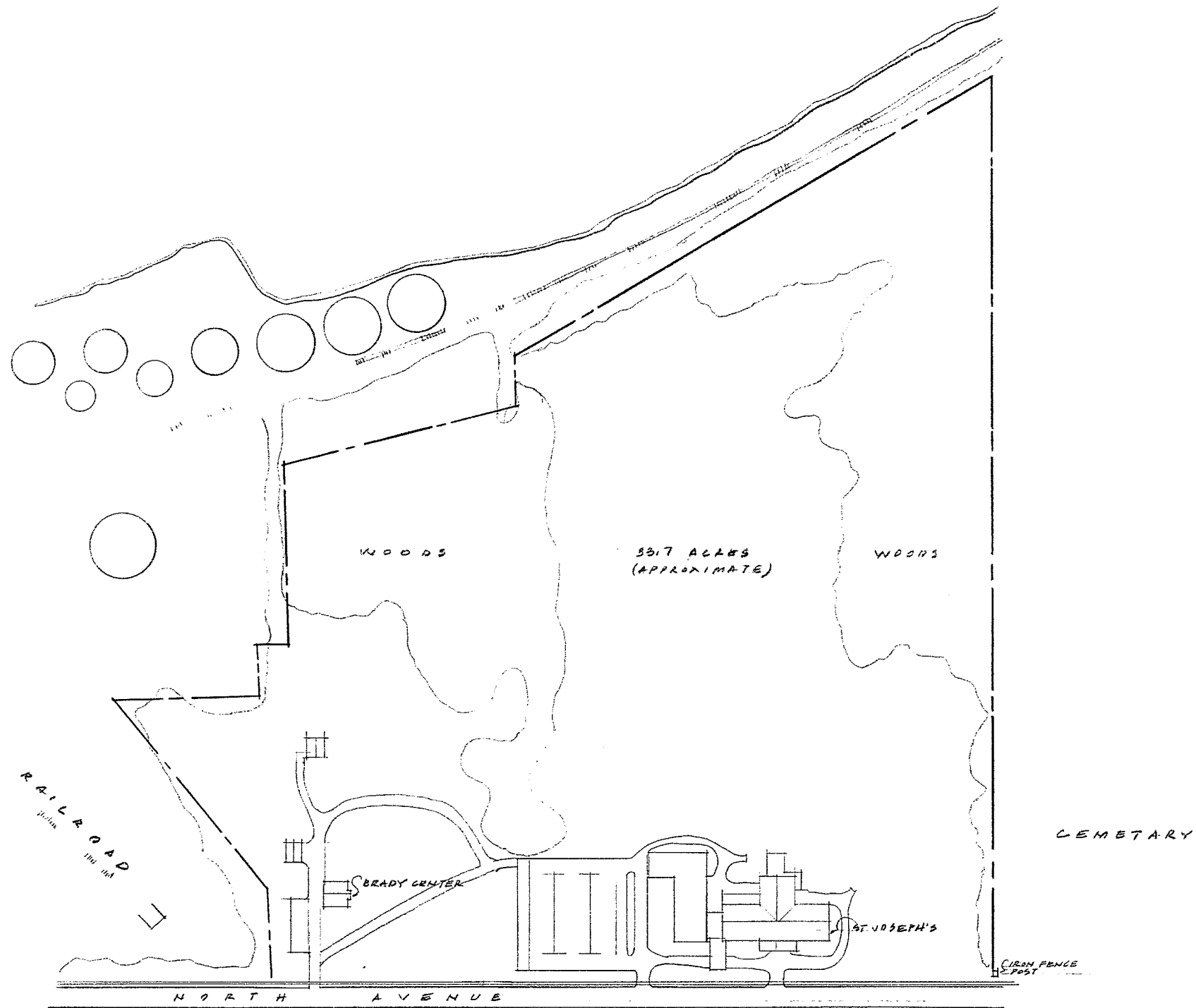


ROOF FRAMING PLAN  
SCALE - 1/4" = 1'-0"

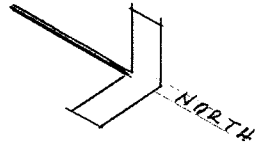
**FREE**  
FREEMAN - FRENCH - FREEMAN  
ARCHITECTS - BURLINGTON, VERMONT



BISHOP BRADY CENTER GROUP HOME BURLINGTON, VERMONT	DATE	SCALE	PROJECT
	10-25-03	1/4" = 1'-0"	
ROOF FRAMING PLAN	DRAWN	CHECKED	2003
	DMA	DMA	



P L O T P L A N      S C A L E - 1" = 100'-0"



**FF**  
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ARCHITECTS · BURLINGTON, VERMONT

BISHOP BRADY CENTER	DATE	SCALE	CHECKED
	DRAWN		
	PROJECT	2003	



EAST ELEVATION



SOUTH ELEVATION

FF  
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ARCHITECTS • BURLINGTON, VERMONT

DATE	SCALE 1/4" = 1'-0"		PROJECT 2003
	DRAWN MLC	CHECKED	

BISHOP BRADY CENTER  
GROUP HOME  
BURLINGTON VERMONT  
EXISTING ELEVATIONS

LEGEND

FLOORCOVERING

- CARPET**
- (C-1) HANDCRAFT CARPET MILLS SUMMIT I HUNTER GREEN
  - (C-2) HANDCRAFT CARPET MILLS SUMMIT I SILVER SKY
- QUARRY TILE**
- (QT-1) AMERICAN OLEAN COLOR: SAHARA
- VINYL SHEET FLOORING**
- (V-1) ARMSTRONG SEAGATE VINYL CORLON #86500
- RESILIENT VINYL FLOOR TILE**
- (V-2) ARMSTRONG-IMPERIAL MODERN EXCELON #5185B SANDRIFT WHITE
- CERAMIC TILE**
- (CT-1) AMERICAN OLEAN PATTERN NO P95 - BEACH TAN

WALLS

- PAINT**
- P-1 - PITTSBURGH PAINT P2511 CREAMY WHITE
  - P-2 - PITTSBURGH PAINT M3606 CORK
  - P-3 - PITTSBURGH PAINT N7214 GOLDEN POPPY
- CERAMIC TILE**
- CT-2 - AMERICAN OLEAN GOLD MIST #45
  - CT-3 - AMERICAN OLEAN GARDENIA #97

NOTES:

ALL PLASTIC LAMINATE USED FOR COUNTERTOPS TO BE WILSON ART #1572-6 ANTIQUE WHITE.

TOILET PARTITIONS IN AREA 14 TO BE GLOBAL METAL PARTITIONS #1035 FOREST GREEN.

ALL INTERIOR DOORS, FRAMES, BASE, AND WINDOW TRIM TO BE P-1.

EXTERIOR DOORS TO BE PAINTED P-1 ON THE INSIDE.

CEILING TO BE P-1

DRAPERIES

- (D-1) MAHARAM - ACADEMY - COLOR #01, 48" WIDE, 100% POLYESTER - INHERENTLY FLAME RESIST.
- (D-2) CAROLE FABRICS - STYLE NO.8107, COLOR: CHAMPAGNE, 118" WIDE PERMANENTLY FLAME RETARDANT, 100% POLYESTER
- (D-3) MAHARAM - MATRIX SQUARE #04P AFRICANA, 72" WIDE, 2" RPT. 100% POLYESTER - INHER. FLAME RESIST
- (D-4) MAHARAM - MATRIX SQUARE #02P CAPRICE, 72" WIDE, 2" RPT. 100% POLYESTER - INHER. FLAME RESIST.
- (D-5) ARC-COM - CHAPARRAL FLAID #AC-3101 - SUNBURST, 72" W. 100% POLYESTER - INHER. FLAME RESIST., 5" RPT.
- (D-6) ARC-COM - OMNI STRIPE #AC-31093 - MULTI, 72" WIDE 100% POLYESTER - INHER. FLAME RETARDANT
- (D-7) MAHARAM - MATRIX STRIPE #04S FANFARE, 72" WIDE 100% POLYESTER - INHERENTLY FLAME RESISTANT
- (D-8) MAHARAM - GEO #04P ROYAL, 72" WIDE, 2" RPT. 100% POLYESTER - INHER. FLAME RESISTANT
- (D-9) WAVERLY - ARLINGTON FLORAL #65P0113 LETTUCE, 54" W. 100% COTON - 21" VERT. RPT / 27" HORIZ. RPT. - FABRIC MUST BE TREATED FOR FLAME RESISTANCE
- (D-10) CAROLE FABRICS - GEORGETOWN MANOR PATTERN: DAPHNE COLOR: MAUI, 48" WIDE, 100% COTON, 27" RPT. - FABRIC MUST BE TREATED FOR FLAME RESISTANCE
- (D-11) WAVERLY - ELOISE #65P0070 PARCHMENT 54" WIDE, 100% COTON 21" VERT. RPT. 18 3/8" HORIZ. REPEAT - FABRIC MUST BE TREATED FOR FLAME RESISTANCE
- (D-12) WAVERLY - ARLINGTON STRIPE #65P0103 LETTUCE, 54" WIDE 100% COTON, 21" VERT. RPT. - 27" HORIZ. RPT. - FABRIC MUST BE TREATED FOR FLAME RESISTANCE

NO SUBSTITUTIONS WILL BE ALLOWED.

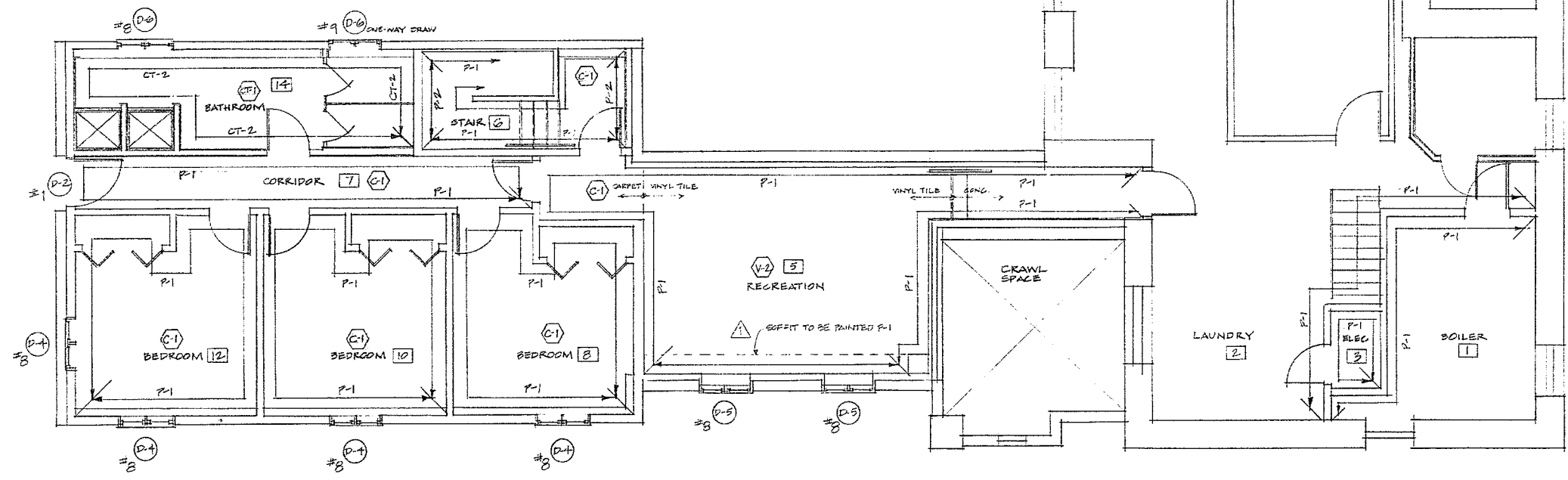
ALL DRAPERIES EXCEPT D-2 SHALL HAVE A FLAME RESISTANT ROCKLON LINING.

GRABER SUPER HEAVY DUTY HARDWARE SHALL BE PROVIDED.

ALL RODS SHALL BE EXTRUDED ALUMINUM IN A WHITE FINISH, NYLON CORD WITH 1" BALL BEARING END PULLEY SETS AND BALL BEARING TENSION PULLEY SHALL BE PROVIDED.

WINDOW TREATMENTS

- #1. Flat sash rods shall be mounted on each window top and bottom. Shirred draperies to have 300% fullness. 1/2" header, and 1 1/2" rod pocket.
- #2. Standard traverse rod mounted to ceiling of window alcove. 100% fullness, two way draw, pinch pleated.
- #3. Standard traverse rod mounted to ceiling of window alcove. 100% fullness, one way draw to the left, pinch pleated.
- #4. Standard traverse rod mounted to ceiling of window alcove. 100% fullness, one way draw to the right, pinch pleated.
- #5. Standard traverse rod mounted to top of window frame, 100% fullness, one way draw to the left, pinch pleated. Drapery will be extended off the window to the right.
- #6. Standard curtain rod mounted to the top of window frame, with 100% fullness and tie backs. Draperies shall fall 3 1/2" below sill, 1" header, and 1 1/2" rod pocket.
- #7. Standard curtain rod mounted to top of window frame with 100% fullness and tie backs. Draperies shall fall even with sill, 1" header, and 1 1/2" rod pocket.
- #8. Standard traverse rod wall mounted above window frame, 100% fullness, two way draw. Each panel shall be extended halfway off of window. Draperies shall fall 3 1/2" below sill or to existing shelf and be pinch pleated.
- #9. Standard traverse rod wall mounted above window frame, 100% fullness, one way draw to the left. Drapery will be extended off the window to the right, fall to existing shelf, and be pinch pleated.



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REVISIONS

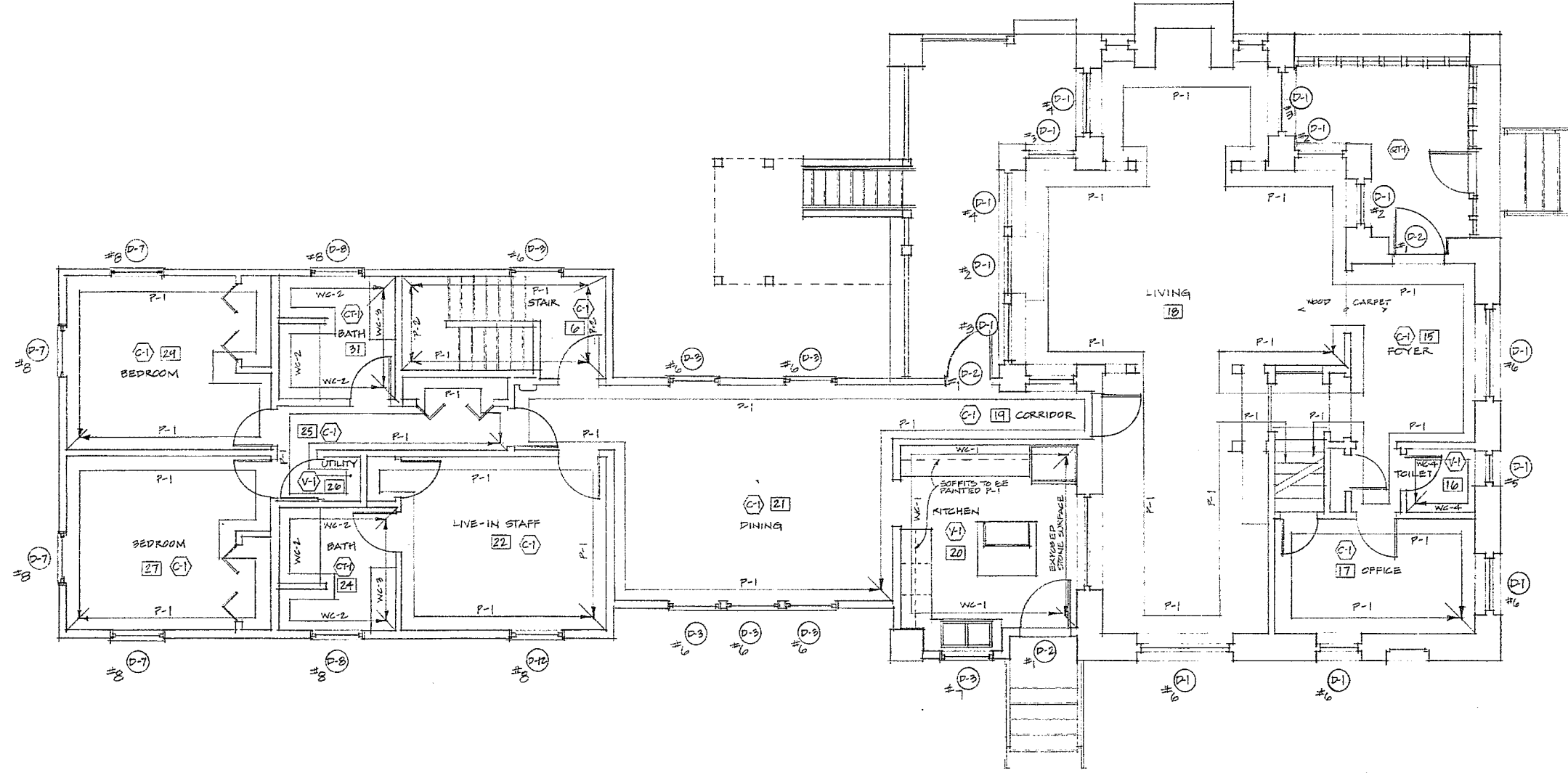
3-20-89 - UNAPPROVED REVISIONS  
3-21-89 - SOFFIT PAINT COLOR / AREA 20 f 5

DATE	SCALE	CHECKED	PROJECT
3-14-89	1/4" = 1'-0"	K5	2003

BISHOP BRADY CENTER  
GROUP HOME  
BURLINGTON, VERMONT

PAINT & FINISH PLAN  
GROUND FLOOR

PF-1



PF-2

BISHOP BRADY CENTER  
GROUP HOME  
BURLINGTON  
VERMONT

PROJECT  
2003

DATE  
3-14-83

DRAWN  
KS

CHECKED

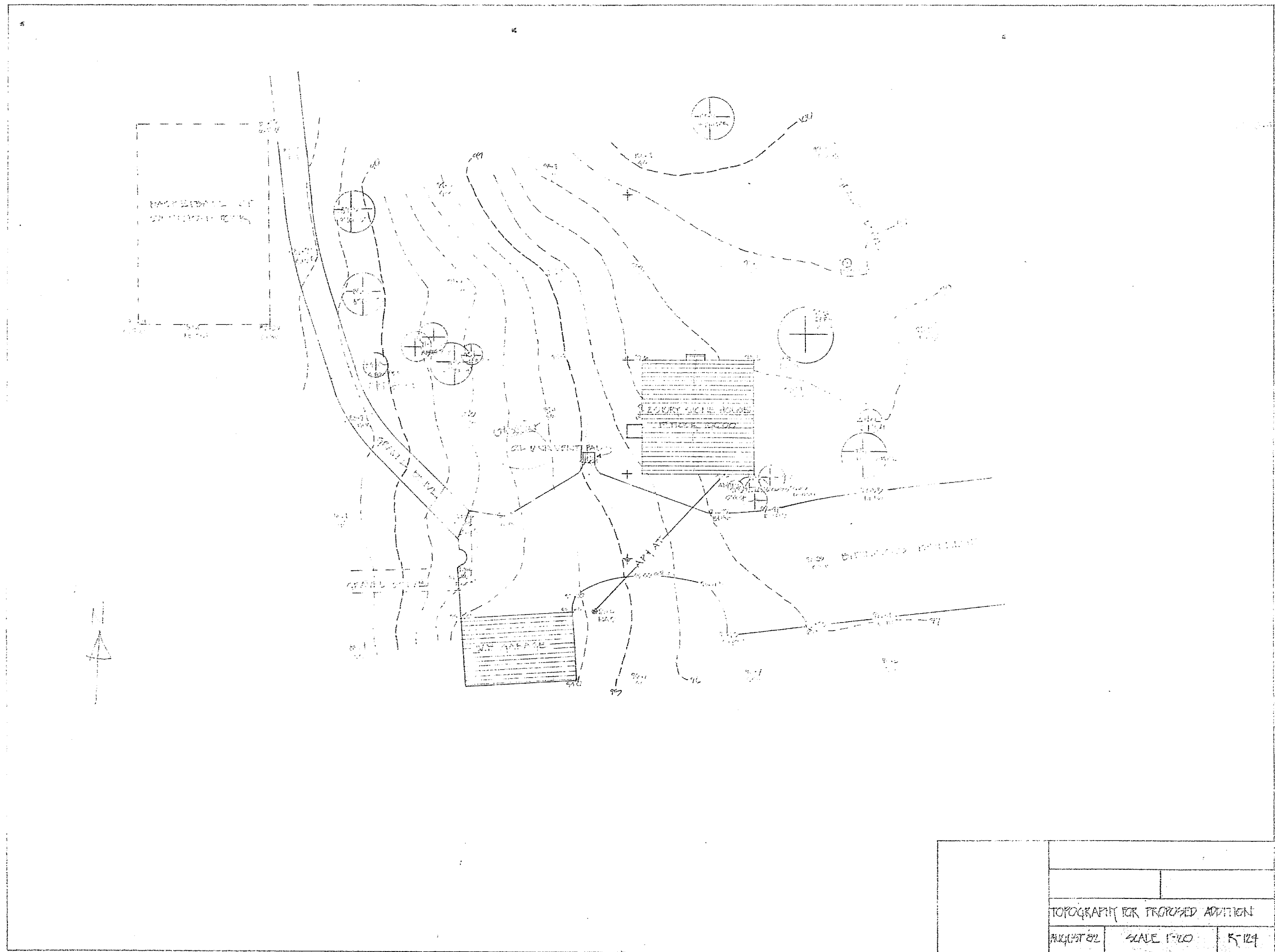
SCALE  
1/4" = 1'-0"

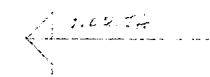
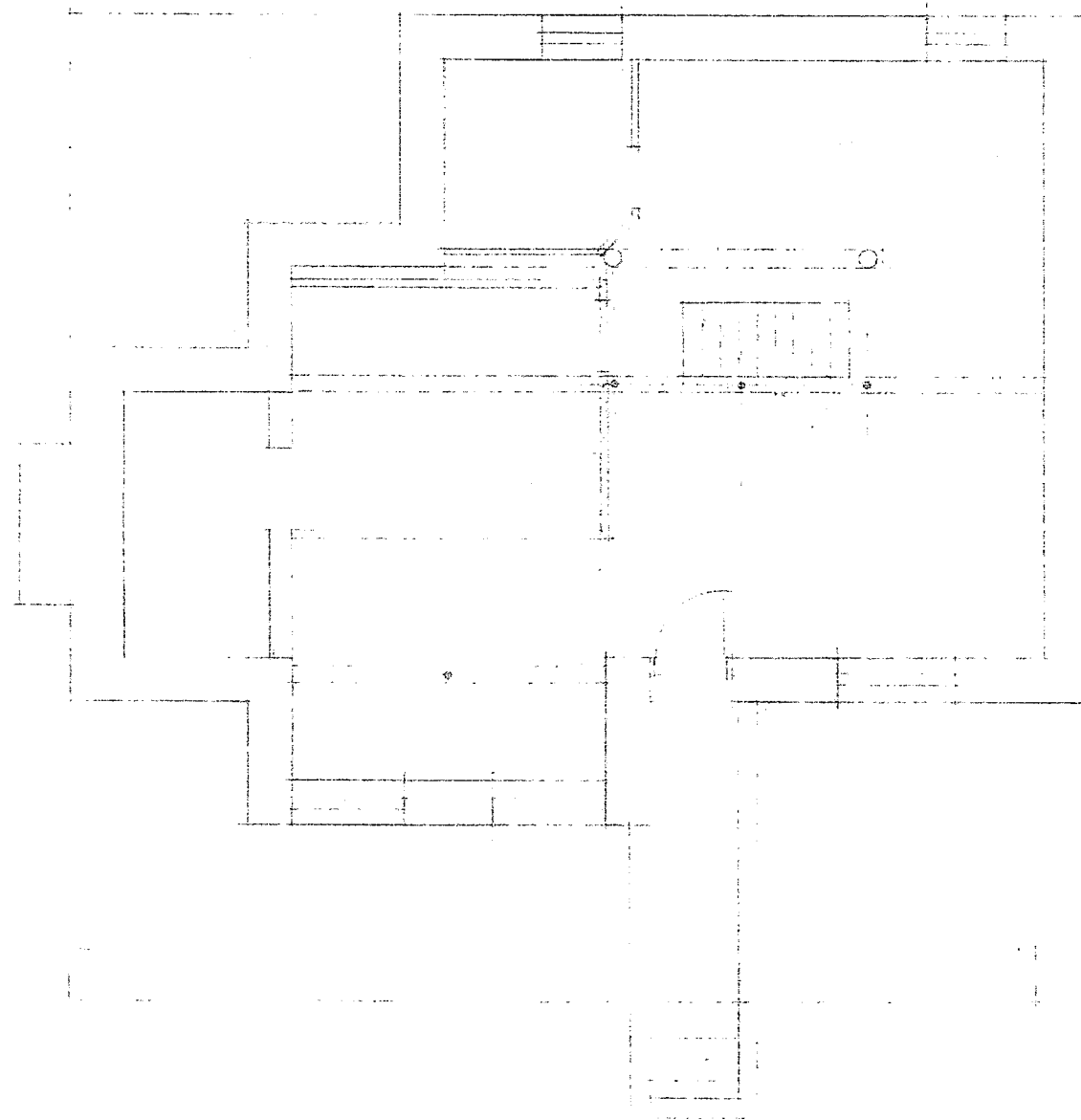
REVISIONS

3-30-83 PRAYERS REVISIONS

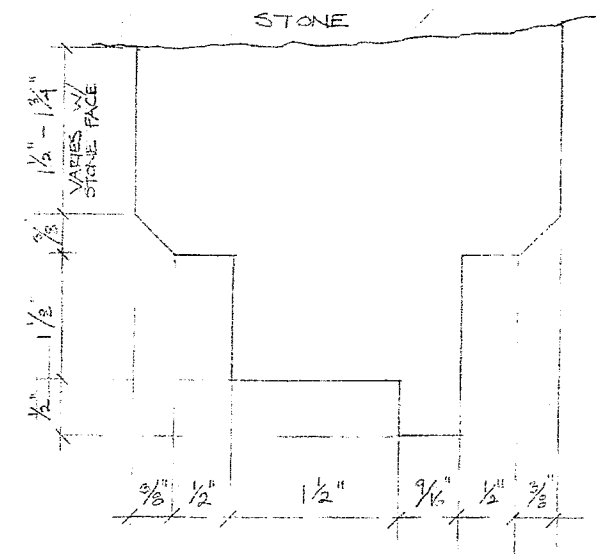
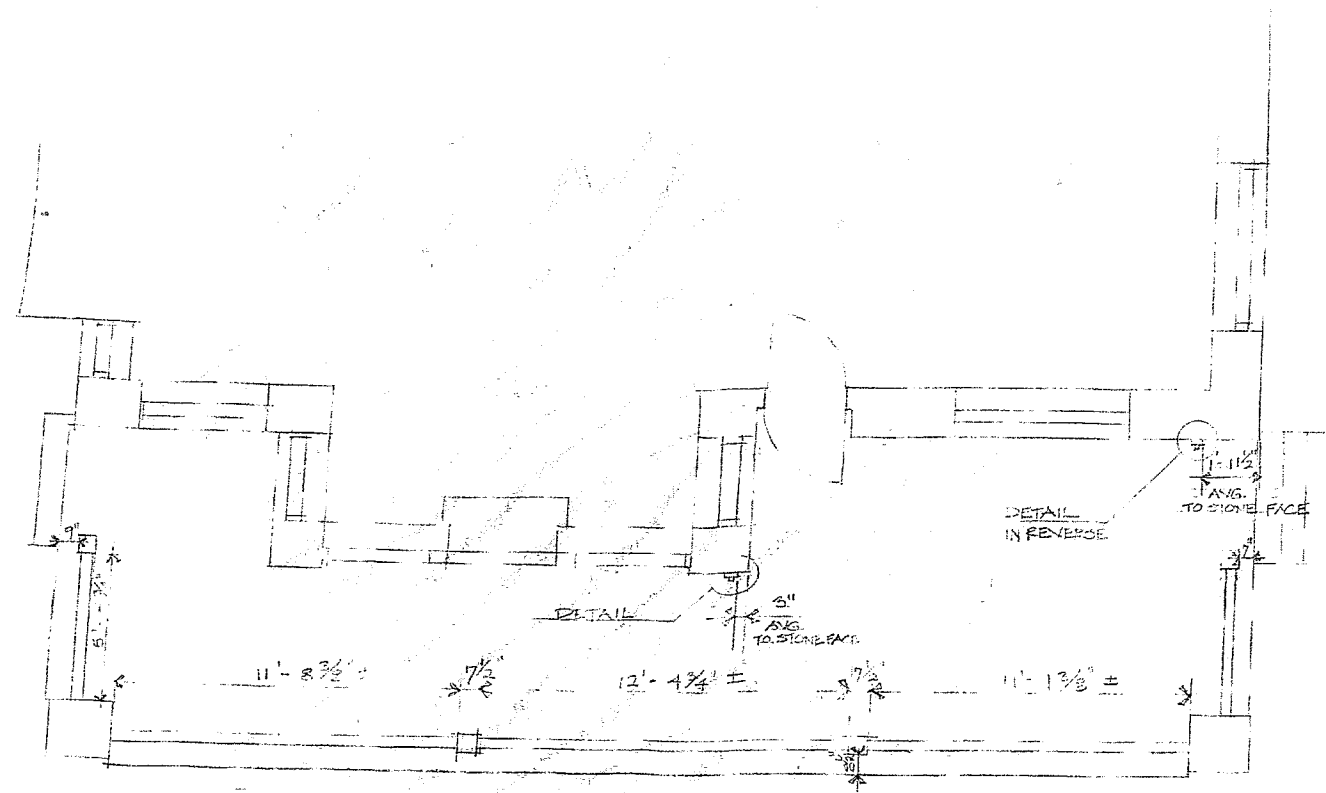
SOFT TANT COLOR/ANES 2015 . 3-31-83 . KS

FREE  
FREEMAN · FRENCH · FREEMAN  
ARCHITECTS · BURLINGTON, VERMONT





ST. LOUIS - 1007 KING ST. 2-2-45  
 21-2-10-45 12-1-45  
 1-1-46



DETAIL  
WOOD PORCH SCREEN FRAME





71  
50

1 1/2  
1 1/2  
1 1/2





30 ON THE SOUTH

# **Suzanne Jamele**

**Historic Preservation Consulting**

**1 High Street**

**Plainfield, Vermont 05667**

**802-454-7825 phone 802-454-7780 fax [scjamele@gmail.com](mailto:scjamele@gmail.com)**

June 28, 2016

Karen Freeman, Conservation Analyst  
Vermont Housing and Conservation Board  
149 State Street  
Montpelier, Vermont 05602

Re: Redstone Cottage, 311 North Avenue, Burlington, VT  
Determination of Significance and Distinctive Features

Dear Karen;

As the historic preservation consultant contracted by VHCB to determine the significance of buildings for which local groups seek funding assistance through the VHCB Conservation Project program, I have conducted a review of the Redstone Cottage property at 311 North Avenue in Burlington, Vermont. The Redstone Cottage retains a high degree of architectural and historic merit, and qualifies for outstanding significance due to its intact nature and its association with Dr. Walter D. Berry and the Lake View Sanatorium that once stood immediately to the north of the cottage.

The building is part of a 12 acre parcel that was part of the former Burlington College land fronting on Lake Champlain. The cottage was formerly owned by Burlington College and was used as a dormitory. The parcel is proposed to be Burlington's newest public park with lands that provide habitat for rare and endangered plant and animal communities as well as public open space and important connections to Lake Champlain and public lands to the north and south and the Burlington Bike Path. Existing community gardens located behind the cottage will have room for expansion. The cottage's new use is still being explored but will include a public use component.

The property includes the historic Redstone Cottage built in 1906 and a non-historic, modern, freestanding, single-story, gable roofed, cinder block three-bay garage that stands to the south of the cottage. Both buildings are set back deeply from the street with redstone piers marking the entrance to the driveway. The 1 ½ story, 4x3 bay, gable roofed Craftsman/Bungalow style house is constructed of red stone on basement and the first floor, with wood shingles in the gables, front hip roof dormers, and rear shallow gable roofed dormer. The building has an asphalt shingle roof with brackets under the eaves and is pedimented on the gable ends. On the second floor of the rear elevation an open porch deck with railing is set into the roof. The stone first floor includes a stone exterior wall chimney and two open porches with stone piers on the north

Redstone Cottage  
311 North Avenue, Burlington, VT  
Determination of Significance and Distinctive Features

side incorporated under the extended roof which has brackets at the eaves. The eastern porch has been enclosed with vertical windows. The western porch once extended across the full façade but has been shortened to accommodate a hyphen to a modern two-story hip roofed addition. Both porches retain varnished beadboard ceilings. The original stone rear wall of the cottage remains. Windows are Wood 3/3, 6/3 and 9/3 casement and double hung sash and have original green opaque glass transoms. Changes to the exterior include replacement doors, milled wood shingles in place of the original wood shingles and the enclosure of the entry porch on the northeast corner with glass panels. These panels were carefully installed and would be removable in the future without affecting the building. Overall the exterior looks largely as it did when it was built. The rear addition and garage are non-historic. Stored in the garage are historic doors and a few windows that have been removed from the building.

The first floor layout, finishes, and design are completely intact and haven't been altered significantly since the building was built in 1906. The first floor retains original floors, plain and stepped trim, vertical paneled wainscoting, half-walls with wainscoting and square posts that divide rooms, built-ins such as book shelves and a buffet, beamed ceilings and stone fireplace. The second floor has been altered and is a maze of non-historic rooms with little remaining historic finishes or materials other than windows and panel doors. The basement has exposed stone, brick and beams.

The cottage was listed on the State Register of Historic Places on November 22, 1993. The cottage appears locally significant and eligible for the National Register of Historic Places under Criterion A for its association with the former Lake View Sanatorium and Criterion C for its stone Craftsman/Bungalow design and construction and is a very early example of this building form, especially for Vermont in 1906. The building was known as the Redstone Cottage and was built by Walter D. Berry, M.D. who was the owner of the Lake View Sanitarium from 1904-1916. On October 11, 1906, the *Burlington Weekly Free Press* reported that: "...Dr. Walter Berry has a stone house being built on North Avenue to cost \$5,000." The cottage served the Lake View Sanitarium, which was a private facility located in a large Italianate building north of the cottage. It was torn down in the 1970s. The cottage remains as the only building formerly associated with the sanatorium.

The Redstone Cottage qualifies for outstanding significance by meeting three criteria developed to assess a building's importance. As an early Craftsman/Bungalow stone house with a well-preserved first floor interior containing many character defining features, it is *very important due to its status as a very early example of its type*; is *important due to its pristine, unchanged character, when others of its type are typically somewhat changed*; and, it is *an excellent example of period craftsmanship with extensive exterior detail*.

This early Craftsman/Bungalow cottage built in 1906 is particularly important due to its stone construction, unusual in this building form. Despite the rear addition and replacement wood shingles, the building continues to clearly convey its form and style. The stone construction, wood shingles and slate roof, along with the multi-pane windows with their opaque green glass transoms clearly tie the building's exterior to the rustic artistic expression of the Craftsman style.

Redstone Cottage  
311 North Avenue, Burlington, VT  
Determination of Significance and Distinctive Features

The intact first floor on the interior retains a stone fireplace, built-ins including shelving and a buffet, beamed ceilings, vertical panel wainscoting and square posts- all characteristic features that convey the craftsmanship of the period.

Details worthy of preservation, which define the architectural significance of the building, are included at the end of this letter in the list of distinctive features. I recommend that the easement documentation include these features. Thank you for the opportunity to review this outstanding property.

Sincerely,

A handwritten signature in cursive script that reads "Suzanne Jamele". The signature is written in dark ink and is positioned below the word "Sincerely,".

Suzanne Jamele  
Historic Preservation Consultant

Cc: Devin Colman, Vermont Division for Historic Preservation  
Jesse Bridges, Burlington Parks, Recreation & Waterfront

Redstone Cottage  
311 North Avenue, Burlington, VT  
Determination of Significance and Distinctive Features

**Redstone Cottage  
Distinctive Features List**

**EXTERIOR FEATURES**

All exterior elevations of the building are covered under the terms of the easement. Of particular significance are the following:

- Simple rectangular massing defined by the 1 ½ story, four-bay wide by three-bay deep eaves front building and pedimented gable ends.
- Porches incorporated under the eaves with varnished beadboard ceilings.
- Hip roof dormers on the front elevation and shallow gable roof dormer on the rear.
- Open porch deck with railing set into the roof on the second floor of the rear elevation.
- Wood shingle siding on gable ends and dormers.
- Rock-faced, random coursed mortared ashlar stone walls, porch piers and chimneys including exterior wall chimney on north gable end.
- Brackets under the eaves.
- Wood trim including cornices, door and window trim.
- Original exterior doors stored in the garage.
- Stone foundation
- Multi-pane wood windows -fixed, double hung and casement styles including opaque green glass transoms. The modern windows infilling the front entry porch can be removed.

**INTERIOR FEATURES**

Of particular significance are the following historic interior features:

- Floor plan on first floor.
- First floor finishes and features including vertical paneled wainscoting, hardwood floors, plain and stepped trim, half-walls with wainscoting and square posts that divide rooms, built-ins such as book shelves and a buffet, beamed ceilings and stone fireplace.

**SETTING**

- Deep setback from North Avenue with broad lawn.
- Two red stone piers that match the stone on the cottage marking the entrance to the driveway off North Avenue.

11/17/18  
1 removed

038-4-024-000

## GRANT OF HISTORIC PRESERVATION EASEMENT

THIS GRANT of Historic Preservation Easement (the "Grant") is given on this 15<sup>th</sup> day of February, 2019, by the **City of Burlington**, a municipality in the County of Chittenden and State of Vermont, on behalf of itself and its successors and assigns ("Grantor") to the **Vermont Housing and Conservation Board**, a public instrumentality of the State of Vermont with offices located at 58 East State Street, Montpelier, Vermont 05602 ("VHCB"), and the **Preservation Trust of Vermont, Inc.**, a Vermont nonprofit corporation with an address of 104 Church Street, Burlington, Vermont 05401 ("PTV"), and their successors and assigns (collectively known as the "Grantees").

WHEREAS, PTV is a Vermont nonprofit corporation which has been determined by the Internal Revenue Service to be an exempt organization under 26 U.S.C. §501(c)(3) and is a qualified holder of preservation rights and interests pursuant to 10 V.S.A. Chapter 34;

WHEREAS, VHCB is a public instrumentality of the State of Vermont existing by virtue of the Vermont Housing and Conservation Trust Fund Act, 10 V.S.A. Chapter 15 (the "Act") which provides grants and loans to eligible entities for projects which fulfill the goals of creating affordable housing for Vermonters and/or conserving and protecting Vermont's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the Act provides that in the best interests of all of its citizens and in order to improve the quality of life for all Vermonters and to maintain for the benefit of future generations the essential characteristics of the Vermont countryside, Vermont should assist in creating affordable housing and in preserving the state's agricultural land, historic properties, important natural areas and recreational lands;

WHEREAS, the parties hereto have entered into VHCB Grant Agreement #2016-079 which provides, in part, that: (i) Grantor has acquired and will rehabilitate the Redstone Cottage to preserve the historic features of the building in accordance with the Secretary of Interior's Standards for Rehabilitation; and, (ii) Grantor has agreed to execute a Grant of Historic Preservation Easement of perpetual duration.

KNOW ALL PERSONS BY THESE PRESENTS that the Grantor, pursuant to the authority granted in Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of One Dollar and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the Grantees a perpetual historic preservation easement (as more particularly set forth below) on a building known as the **Redstone Cottage** (the "Building"), located on a lot or parcel of land at 311 North Avenue in the City of Burlington, County of Washington and State of Vermont, as more particularly described in **Schedule A** attached hereto and incorporated herein (the "Protected Property").

The preservation easement hereby conveyed to Grantees consists of covenants on the part of Grantor to do and refrain from doing, severally and collectively, the various acts set forth below. Grantees accept such covenants in order to further the public purpose of preserving the Building and to help maintain and assure the historic integrity of the Protected Property.

### I. Purposes of the Grant.

#### A. Statement of Purposes

Grantor and Grantees acknowledge that the purposes of this grant are as follows (the "Purposes of this Grant"):

1. To assure that the setting, significant interior features, significant exterior features, finishes and structural soundness of the Building will be retained and maintained substantially in their current condition so that their historic and architectural integrity is not lost, and to prevent any use or change of the Building that will significantly compromise such integrity.

2. To ensure that the Protected Property will be owned in perpetuity by a qualified nonprofit, public or other entity approved by VHCB.

\*60 2019 00011786\*



Inst: 00011786 BK: 1434 PG: 245 - 251

3. These purposes will be advanced by protecting the Redstone Cottage, an historic building that is part of a 12-acre parcel owned by the City of Burlington as a public resource. Listed on the State Register of Historic Places, the Redstone Cottage appears eligible for the National Register of Historic Places, for its association with the former Lake View Sanatorium and its stone Craftsman/Bungalow design and construction and is a very early example of this building form, especially for Vermont in 1906. The Redstone Cottage served the Lake View Sanitarium, which was a private facility located in a large Italianate building north of the cottage. It was torn down in the 1970s. The Redstone Cottage remains as the only building formerly associated with the sanatorium. The rear addition of the Redstone Cottage is considered non-historic.

4. These purposes will be advanced by protecting the Building which has outstanding historic significance, as will be further described and depicted in detail in the Documentation Report. The features which are subject to perpetual protection under this Grant include the Building's Façades, which are defined as the original exterior walls, foundation, elevations, roof lines, color, building materials, fenestration, windows, doors and roof. Of particular importance are the following significant exterior features, as well as, the significant interior features and the setting, all as follows:

**Exterior Features:** All exterior elevations of the building are covered under the terms of the easement. Of particular significance are the following:

- Simple rectangular massing defined by the 1 ½ story, four-bay wide by three-bay deep eaves front building and pedimented gable ends.
- Porches incorporated under the eaves with varnished beadboard ceilings.
- Hip roof dormers on the front elevation and shallow gable roof dormer on the rear.
- Open porch deck with railing set into the roof on the second floor of the rear elevation.
- Wood shingle siding on gable ends and dormers.
- Rock-faced, random coursed mortared ashlar stone walls, porch piers and chimneys including exterior wall chimney on north gable end.
- Brackets under the eaves.
- Wood trim including cornices, door and window trim.
- Original exterior doors stored in the garage.

**Significant Interior Features:** Of particular significance are the following historic interior features:

- Floor plan on first floor.
- First floor finishes and features including vertical paneled wainscoting, hardwood floors, plain and stepped trim, half-walls with wainscoting and square posts that divide rooms, built-ins such as book shelves and a buffet, beamed ceilings and stone fireplace.

**Setting:**

- Deep setback from North Avenue with broad lawn.
- Two red stone piers that match the stone on the cottage marking the entrance to the driveway off North Avenue.

#### B. Documentation Report

In order to make more certain the full extent of Grantor's obligations and the restrictions on the Protected Property and in order to document the setting, the external nature and the significant internal features of the Building as of the date of substantial completion of rehabilitation, the appearance and character of the Building will be documented in a set of photographs depicting the setting, as well as, the exterior surfaces and significant interior features of the Building, and further described in a memorandum specifying certain technical and locational information relative to said photographs (the "Documentation Report"). The Documentation Report will be completed by Grantee PTV (or any other historic preservation expert identified by Grantees) after Grantor completes the planned rehabilitation of the Building in accordance with plans and specifications which have been approved by Grantees. The Documentation Report will be signed by Grantor and Grantees and held by Grantees and Grantor. It is stipulated by and between Grantor and Grantees that the setting, the external nature and the significant interior features of the Building as shown and described in the Documentation Report are deemed to be the setting, the external nature and the significant interior features of the Building as of the date thereof and as of the date this instrument is first recorded in the City of Burlington Land Records. The external nature of the sides of the Building, as shown and described in the Documentation Report are hereinafter referred to as the "Façades".

## II. Restricted Uses of Protected Property.

The Grant consists of preservation restrictions and affirmative obligations to maintain the historic character of the Protected Property as follows:

1. Grantor covenants and agrees at all times to maintain the significant interior features and Façades in a reasonably good and sound state of repair and to maintain the structural soundness and safety of the Building. This obligation to maintain shall require reasonable levels of replacement, rebuilding, repair and reconstruction whenever necessary to have the significant interior features and external nature of the Building at all times appear to be and actually be the same as the Façades and to prevent deterioration of the significant interior features and Façades.

2. Grantor shall follow "The Secretary of Interior's Standards for the Treatment of Historic Properties" issued by the Secretary of the United States Department of the Interior (the "Secretary"), published in the Federal Register on July 12, 1995, codified at 36 CFR Part 68 and incorporated herein by reference (the "Standards") in conducting repairs and maintenance to the significant interior features and Façades, in planning additions to the Building and in planning physical or structural alterations to the significant interior features and exterior of the Building. Prior to commencing construction on any additions or physical or structural alterations to the significant interior features and exterior of the Building, Grantor shall meet with Grantees, or a historic preservation professional acceptable to Grantees, and consult the Standards.

3. Unless otherwise agreed pursuant to this paragraph, the standard for review shall be as set forth in paragraph 2 above. If Grantor and Grantees mutually agree to do so in writing, Grantor and Grantees may use the Standards as they may be amended from time to time by the Secretary, or state or local standards considered appropriate by Grantor and Grantees, instead of the Standards.

4. Grantor shall not make or permit any alteration to the significant interior features and exterior of the Building, nor shall Grantor construct, erect or permit any new buildings or structures on the Protected Property without the prior written consent of Grantees. The approval of Grantees shall not be unreasonably withheld, conditioned or delayed, provided said alteration, building or structure is consistent with the architectural and historic integrity of the Building's features, materials, workmanship and environment and is consistent with the Standards.

5. In furtherance of the covenants contained herein, and without limiting the requirements of paragraph 4 above, Grantor shall not undertake any of the following actions without the prior written consent of Grantees:

- (a) increase the height of the Building;
- (b) adversely affect the structural soundness of the Façades or the Building;
- (c) make any changes to the Façades, including the alteration, partial removal, construction, remodeling, or other physical or structural change, and, including any change in color or surfacing or placement of awnings or signs thereon, with the exception of ordinary maintenance allowed by paragraph 6;
- (d) add, remove, replace or repair any window(s) in the Building;
- (e) erect anything on the Protected Property or on the Façades which would obstruct the substantial and regular opportunity of the public to view the exterior features of the Building from adjacent publicly accessible areas such as public streets, except for a temporary structure during any period of alteration, restoration, or routine maintenance;
- (f) permit any masonry repairs including removal of mortar, stone, brick, concrete or other material and any repointing or replacing any material on the foundation, walls, chimneys or any other part of the building or decorative element associated with the building;
- (g) permit any significant reconstruction, repair, repainting, or refinishing of the Façades that materially alters their state; and,
- (h) dump ashes, trash, rubbish, or any other unsightly or offensive materials on the Protected Property.

6. Notwithstanding the provisions of paragraphs 4 and 5, no approval shall be required for routine maintenance and repair of the Building or for alterations of the non-significant interior features of the Building. Ordinary and necessary repairs and maintenance not materially affecting the architectural integrity of the significant interior features or the Façades shall not be considered as alterations and nothing in this Grant shall be construed to prevent the ordinary maintenance and repair of the Building or the Protected Property.

7. Grantor covenants and agrees to assume the total cost of the continued maintenance, repair, safety and administration of the Protected Property so as to preserve the architectural and historic integrity of the Building's features, materials, workmanship, and environment in perpetuity. Grantor and Grantees agree that Grantees in no way assume any obligation for maintaining, repairing, reconstructing or administering the Protected Property or for paying any claims, liabilities, expenses, costs, damages, losses or expenditures related to the maintenance, repair, safety and administration of the Protected Property.

8. Grantor covenants and agrees to ensure that the general public is provided with reasonable and regular access to the Protected Property for charitable, educational, cultural, recreational, or historic preservation purposes.

9. Grantor shall not sell, convey, transfer, dispose of or further encumber the Protected Property, any part thereof, or any interest therein, or agree to do so, except in accordance with the provisions hereof, without first obtaining the written consent of VHCB. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

10. Grantor shall keep the Protected Property insured by a commercial insurance company qualified to do business in the State of Vermont for the full replacement value of the Building against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage of a type and in such amounts as would, in the reasonable opinion of Grantees, normally be carried on a property such as the Protected Property.

11. In case of fire or other casualty so serious as to cause repair or reconstruction of the Building to be reasonably adjudged by Grantor to be impractical, Grantor may request the prior written consent of Grantees to demolish, remove or raze the Building and/or construct new improvements on the Protected Property, which consent shall not be unreasonably withheld by Grantees provided that the proposed action is consistent with the Purposes of this Grant. In the event of damage resulting from casualty that is of such magnitude and extent as to render repairs or reconstruction of the significant interior features and Façades impractical, Grantees may elect to take possession of any salvageable portion of the significant interior features and Façades and remove them from the Protected Property.

12. Grantor and Grantees hereby acknowledge that these covenants shall constitute a servitude upon the land and run with the Protected Property.

13. No use shall be made of the Protected Property, and no activity thereon shall be permitted which is or is likely to become inconsistent with the Purposes of this Grant.

### **III. Enforcement of the Restrictions.**

1. Grantees shall make reasonable efforts from time to time to assure compliance by Grantor with all of the historic preservation covenants set forth herein. In connection with such efforts, Grantees may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantees shall have the right of reasonable access to the Protected Property, including the interior of the Building. In the event that Grantees become aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantees shall give notice to Grantor of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantees all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction.

2. Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantees within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantees to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantees to corrective action on the Protected Property, if necessary. If such Court determines that Grantor has failed to comply with this Grant, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including Grantees' staff time, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such Court. In the event that Grantees initiate litigation and the court determines that Grantor has not failed to comply with this Grant and that Grantees have initiated litigation without reasonable cause or in bad faith, then Grantees shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantees to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just.

3. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantees at law, in equity, or through administrative proceedings. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair Grantees' rights or remedies or be construed as a waiver.

#### **IV. Miscellaneous Provisions.**

1. The construction of any building, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations.

2. In the event that Grantees deem it necessary or appropriate to procure the services of an architect or a historic preservation professional in connection with any proposed activity or act requiring Grantees' approval under Section II of this Grant, Grantor shall reimburse Grantees for the reasonable costs of said services, provided that such reimbursement shall not exceed the reasonable cost of five hours of such services per approval. Costs incurred by Grantees in excess of that amount shall be paid by Grantees.

3. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantees before commencing an activity or act, and where Grantees have designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantees.

4. Grantor shall provide Grantees with prior written notice of any proposed conveyance of the Protected Property and provide Grantees with a reasonable opportunity to explain the terms of this Grant to the new owner prior to the date of the conveyance.

5. Grantees may transfer the historic preservation rights and restrictions conveyed by Grantor herein, but only to a qualified holder, as defined in 10 V.S.A. Chapter 34, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers. Grantees shall give Grantor prior written notice of any such transfer.

6. In any deed conveying an interest in the Protected Property, Grantor shall make reference to the historic preservation easement, restrictions and obligations described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

7. The term "Grantor" shall include the successors and assigns of the original Grantor, the City of Burlington. The term "Grantees" shall include the respective successors and assigns of the original Grantees, Vermont Housing and Conservation Board and the Preservation Trust of Vermont, Inc.

8. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidity of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted historic preservation easement and restrictions, with all the privileges and appurtenances thereof, to Grantees, their successors and assigns, to their own use and behoove forever, and Grantor, the **City of Burlington**, for itself and its successors and assigns, does covenant with Grantees, their successors and assigns, that until the ensembling of these presents, it is the sole owner of the Protected Property; has good right and title to convey the same in the manner aforesaid; that the Protected Property is free from every encumbrance, except those of record as of the date hereof, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment or 27 V.S.A. Ch. 5, Subch. 7; and, Grantor hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid.

Grantor has caused this instrument to be executed by its duly authorized agent.

**City of Burlington**

By: \_\_\_\_\_

Its Duly Authorized Agent

**STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.**

At Burlington, Vermont, on this 12<sup>th</sup> day of February, 2019, personally appeared M. ro Weinberger, duly authorized agent of the City of Burlington, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of the City of Burlington.

Before me, \_\_\_\_\_

Print Name - Linda Murphy

Notary Public, State of Vermont

Credential # \_\_\_\_\_

My Commission Expires: January 31, 2021

Approved by the **Vermont Housing and Conservation Board:**

February 6, 2019

Date

By: \_\_\_\_\_

Its Duly Authorized Agent

Approved by the **Preservation Trust of Vermont, Inc.:**

2-11-2019

Date

By: \_\_\_\_\_

Its Duly Authorized Agent

**SCHEDULE A DESCRIPTION**

In the City of Burlington, Chittenden County, State of Vermont, an easement area over a PORTION of lands conveyed to the City of Burlington by deed of BC Community Housing, LLC dated February 18, 2016 and recorded in Volume 1300 at Page 232 of the City of Burlington Land Records, also being a PORTION of lands conveyed to the VLTBTB Parkland Trust by deed of Vermont Land Trust, Inc., dated February 18, 2016 and recorded in Volume 1300 at Page 237 of the City of Burlington Land Records. Said easement area including a PORTION ONLY of a building at 311 North Avenue, and being within an area more particularly described as follows:

Beginning at a concrete monument (proposed) in the westerly sideline of North Avenue and also marking the southeasterly corner of Lot 2 in the BC Community Housing subdivision.

Thence South 28°51'00" East, in the easterly sideline of North Avenue, 54.24 feet to a point near the southeasterly corner of a stone column marking the driveway into 311 North Avenue;

Thence South 57°02'13" West along or near the northerly edge of said driveway for 164.22 feet to a point;

Thence North 28°51'51" West along the interface between an original "redstone" building and an addition thereto, for 42.00 feet to a point;

Thence South 61°08'09" West for 13.00 feet to a point;

Thence North 28°51'51" West for 23.00 feet to a point in the southerly line of the above-named Lot 2;

Thence North 60°49'03" East along said line of Lot 2 for 176.98 feet to the Point of Beginning.

Containing an area of 0.23 acres, being the same, more or less. All as depicted on a plat of survey titled: "***Conservation & Historic Preservation Easement Areas on Lands of: City of Burlington and VLTBTB Parkland, LLC***", dated November 19, 2018, by Civil Engineering Associates, Inc. and to be recorded in the City of Burlington Land Records.

Vermont Property Transfer Tax  
32 V.S.A. Chap 231  
-ACKNOWLEDGEMENT-  
Return Received This Even Date

Received for Record at City of Burlington, VT  
On Feb 15, 2019 at 03:56P  
Beth Anderson, Interim CAO

## **GRANT OF DEVELOPMENT RIGHTS, CONSERVATION RESTRICTIONS, and PUBLIC ACCESS EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **CITY OF BURLINGTON**, a municipality in the County of Chittenden and State of Vermont, on behalf of itself and its successors and assigns (hereinafter “Grantor”), pursuant to Title 10 V.S.A. Chapters 34 and 155 and in consideration of the payment of Ten Dollars and other valuable consideration paid to its full satisfaction, does freely give, grant, sell, convey and confirm unto the **VERMONT HOUSING AND CONSERVATION BOARD**, a public instrumentality of the State of Vermont with its offices in Montpelier, Vermont, and its respective successors and assigns (hereinafter as the “Grantee”) the development rights, perpetual conservation easement restrictions, public access easement and easement for monitoring access (all as more particularly set forth below) in a certain tract of land (hereinafter “Protected Property”) situated in the City of Burlington, County of Chittenden, State of Vermont; the Protected Property being more particularly described in **Schedule A** attached hereto and incorporated herein.

This Grant is being conveyed, in part, to further the purpose and requirements of the Land and Water Conservation Fund to secure perpetual use of the property for public outdoor recreation as contemplated under the Land and Water Conservation Fund Project Agreement, No. 06130-LWCF-50-00650, by and between the U.S. Department of Interior, National Park Service and the City of Burlington.

The development rights hereby conveyed to the Grantee shall include all development rights except those specifically reserved by Grantor herein and those reasonably required to carry out the permitted uses of the Protected Property as herein described. The development rights, perpetual conservation easement restrictions, and public access easement hereby conveyed to the Grantee consist of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that the development rights, perpetual conservation easement restrictions, public access easement and easement for monitoring access shall constitute a servitude upon and shall run with the land.

### **I. Purposes of this Grant and Management Plan**

#### **A. Statement of Purposes**

1. Grantor and Grantee acknowledge the objective of ensuring the availability of the Protected Property for public use and enjoyment, including, but not limited to, educational, recreational and other appropriate community activities and, to that end, the purposes of this Grant (hereinafter referred to as “the Purposes of this Grant”) are as follows:

- a. To conserve and protect the public outdoor recreational, scenic, cultural and open space resources of the Protected Property and to prevent the use or development of the Protected Property for any purpose or in any manner that would adversely affect these resources.
- b. To provide opportunities for educational activities, and permit the construction and maintenance of public trails and structures incidental to appropriate public recreational use and to conserve wildlife habitats and forestry values associated with the Protected Property for present and future generations.
- c. To insure that the Protected Property will be owned in perpetuity by a public entity approved by the National Park Service and VHCB.
- d. To require that management of the Protected Property be guided by a public management planning process.

2. These purposes will be advanced by conserving the Protected Property because it possesses the following attributes:

- a. 11.7 acres of open and wooded lakefront land in the City of Burlington; the site has excellent potential for outdoor recreation and quiet enjoyment in a park-like setting;

- b. An ancient outwash delta that forms a high bluff overlooking Lake Champlain; the top of the delta and the bluff offer high potential for natural area restoration with native species;
- c. Remnants (particularly in the northwestern corner, and along the bluff in the southern portion of the Protected Property) of Pine-Oak-Heath Sandplain Forest, which is a very threatened natural community in Vermont;
- d. Approximately 900 feet of sand beach, which is recognized by the Vermont Nongame and Natural Heritage Program as a rare natural community in Vermont of statewide significance;
- e. Contains one known pre-Contact era Native American archeological site, designated VT-CH-1210 by the University of Vermont Consulting Archeology Program, and for obvious environmental and topographic reasons, may be archeologically sensitive throughout; and,
- f. Is bisected by the Burlington Bike Path; provides a trail connection from North Avenue to the Bike Path; abuts North Beach, owned by the City of Burlington; abuts Burlington's Urban Reserve, which was protected with public investments, including a grant from the Vermont Housing and Conservation Board; abuts Lake View Cemetery, which is owned by the City of Burlington; contains soils suitable for community gardens; abuts an affordable housing project partially funded by the Vermont Housing and Conservation Board; and, abuts land owned by the City of Burlington that contains a historic building known as the Redstone Cottage, which is subject to a historic preservation easement co-held by the Preservation Trust of Vermont, Inc., and the Vermont Housing and Conservation Board.

Grantor and Grantee recognize the Purposes of this Grant and share the common goal of conserving these values of the Protected Property by the conveyance of conservation restrictions, development rights and public access easement to prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the Purposes of this Grant. Grantee accepts such conservation restrictions, development rights and public access easement in order to conserve these values for present and future generations.

B. Management Plans.

Grantor will, from time-to-time develop comprehensive management plans, including updates, revisions and amendments, for the Protected Property (hereinafter "Management Plans"). The Management Plans shall:

- 1. Provide for the use and management of the Protected Property in a fashion which is consistent with and advances the Purposes of this Grant; and
- 2. At a minimum, the Management Plans shall include the provisions required under this Grant, identify actions necessary to accomplish the following and shall appropriately balance all the resource attributes of and human uses for the Protected Property, and shall:
  - a. provide for the permitted uses as set forth in Section III below, and reasonable regulation of such uses, including identifying and addressing the management needs of those recreational uses that may need special or more intensive management focus;
  - b. provide for public access and meaningful recreational links to private and public lands;
  - c. provide a plan for road, sign, trail and sanitary facility use that has minimal impact on water quality and plant, wildlife and aquatic habitat resources and historic and cultural features;
  - d. provide for the identification and protection of natural communities, plant, wildlife and aquatic habitat and other ecologically sensitive or important areas;

- e. provide for use by the University of Vermont and local school outdoor educational programs;
  - f. provide for the construction and use of any minor recreational structures and any other structures permitted under this Grant; and,
  - g. provide, as necessary, for any proposed use of the Bluff Buffer Zone consistent with Section V below.
3. Otherwise be consistent with this Grant.

Prior to the final adoption of each Management Plan, including updates, revisions and amendments, Grantor shall, in consultation with Grantee: (a) secure appropriate public input from the general public, (b) develop the Management Plans in a timely and responsive manner, and (c) provide Grantee with a draft of each such Management Plan for its review and approval prior to adoption as well as a copy of each final adopted Management Plan. Grantee's approval of the Management Plans shall not be unreasonably withheld or conditioned if such Plans are consistent with the terms of this Grant.

## **II. Restricted Uses of the Protected Property**

1. The Protected Property shall be used for public outdoor recreation, scenic, cultural, open space and educational purposes in perpetuity. No residential, commercial, industrial or mining activities shall be permitted on the Protected Property and no building or structure associated with such activities shall be constructed, created, erected or moved onto the Protected Property. The term structure as used in the preceding sentence shall include, but not be limited to, any telecommunications, broadcasting or transmission facility. No other building or structure shall be constructed, created, erected or moved onto the Protected Property, except as specifically permitted by the Management Plan and by this Grant.

2. Except as permitted by section III of this Grant, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or use restrictions shall be constructed, developed, granted or maintained into, on, over, under, or across the Protected Property without the prior written permission of Grantee, which permission shall not be unreasonably withheld or conditioned if the proposed right-of-way, easement of ingress or egress, driveway, road, utility line, other easement or use restriction is consistent with the Purposes of this Grant.

3. Except as allowed under Section III below, there shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property; provided, however, that Grantor may erect and maintain reasonable signs including but not limited to boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use (subject to the limitations of Section IV, below). Grantee may erect and maintain signs designating the Protected Property as land under the protection of Grantee, with the prior written permission of Grantor.

4. The placement, collection or storage of trash, human, hazardous or toxic waste, or any other unsightly, harmful or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee and shall be consistent with the Grant and the Management Plans. The temporary storage of trash generated on the Protected Property in receptacles for periodic off-site disposal, shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under this Grant. In no case shall surface mining of subsurface oil, gas, or other minerals be permitted.

6. Grantor shall not give, grant, sell, convey, transfer, lease, mortgage, pledge or otherwise encumber the Protected Property without the prior written approval of Grantee, which approval shall only be granted if ALSO approved by the U.S. Department of Interior, National Park Service, pursuant to Land and Water Conservation Fund Agreement Project No. 06130-LWCF-50-00650.

7. Except along designated travel corridors, there shall be no operation of motorized vehicles on the Protected Property except for uses specifically reserved, such as forestry and property management, as well as, for emergency purposes. There shall be no all-terrain vehicle use permitted on the Protected Property except for emergency or management purposes. However, Grantor may permit motorized personal assistive mobility devices for use by persons with mobility disabilities on the Protected Property if consistent with the Purposes of this Grant, and as may be required by the Americans with Disabilities Act regulations. For purposes of this Grant, all-terrain vehicles include, but are not limited to, motorized four-wheeled, three-wheeled and two-wheeled or tracked vehicles.

8. There shall be no manipulation or alteration of natural watercourses, lakeshores, wetlands, water levels and/or flow or other waterbodies except as may be provided for in the Management Plans and as set forth in the Memorandum of Agreement between the City of Burlington and the BC Community Housing, LLC, recorded in the City of Burlington Land Records.

9. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is not or is not likely to be consistent with the Purposes of this Grant. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Grant, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purposes of this Grant. Grantee, therefore, in its sole discretion, may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Grant, or (b) alterations in existing uses or structures, are consistent with the Purposes of this Grant.

### **III. Permitted Uses of the Protected Property.**

Notwithstanding the foregoing, or anything elsewhere in this instrument, Grantor, its successors and assigns shall have the right to make the following uses of the Protected Property:

1. The right to use the Protected Property for all types of non-commercial, non-motorized recreational purposes (including, but not limited to, bird-watching, cross-country skiing, sledding, hiking, snowshoeing, swimming, walking and wildlife observation) consistent with the Purposes of this Grant and the Management Plans. Use of the Protected Property for non-motorized, mechanized recreation such as biking and by animals capable of transporting humans (including, but not limited to, horses) may be permitted in the discretion of Grantor if such uses are regulated in the Management Plans and are not inconsistent with the Purposes of this Grant and are consistent with Section V below. Notwithstanding the foregoing, the right to use all or portions of the existing trail, pathway and roadway network, as it may be improved and/or expanded as provided in Section III(3), below (collectively the “Trail Network”), for non-motorized, mechanized recreation, including biking shall be allowed, provided such use is regulated under the Management Plans to ensure compatibility with other permitted uses and is not inconsistent with the Purposes of this Grant.

2. Forest management and timber harvesting is permitted, provided all forest management and timber harvesting is carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and to the extent reasonably practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, forest management and timber harvesting for commercial purposes must be performed in accordance with a written forest management plan, prepared by a professional resource manager, and approved by the Grantee. Grantee’s approval of forest management plans that may be submitted from time to time shall not be unreasonably withheld or conditioned, if such plans have been approved by a professional forester and if such plans are consistent with the Purposes of this Grant. A forest management plan will not be required for the following permitted activities: (i) conducting maple sugaring activities using existing forest access routes; (ii) cutting of trees for the construction of roads, parking areas, recreation paths, and other recreational facilities and structures that have been identified in the Management Plans; (iii)

removal of trees posing an imminent hazard to the health or safety of persons, or (iv) removal of invasive species. Notwithstanding anything to the contrary herein, Grantor shall obtain Grantee's prior written approval to clearcut an area of more than one acre of forest land for conversion to non-forested use. Grantee's approval shall not be unreasonably withheld if such clearcutting is consistent with the Purposes of this Grant. In addition, and notwithstanding anything to the contrary herein, Grantee's approval to clearcut any area for conversion to non-forested use within the forested area more particularly described as a small remnant of Pine-Oak-Heath Sandplain Forest, generally depicted as "Forest Protection Zone" on the North Avenue Urban Wild Conservation Plan (the "Forest Protection Zone"), may be denied, conditioned, or granted by Grantee in its sole discretion. The boundaries of the Forest Protection Zone may be changed from time to time by mutual agreement of Grantor and Grantee, as established by written agreement recorded in the Burlington Land Records and depicted on a new Conservation Plan signed by Grantor and Grantee.

3. The right to maintain, repair, improve and replace existing recreational trails, together with the right to clear, construct, repair, improve, maintain and replace new trails and recreation paths, provided that the location, use and construction of such new trails and recreation paths are consistent with the Purposes of this Grant, Section V below, and are provided for in the Management Plans.

4. The right to conduct temporary community and public entertainment events and competitions on the Protected Property, including concerts, fairs and celebrations, together with the right to erect tents and other temporary structures for such events, and event sponsorship signage and banners; provided that such events shall not result in the clearing of any forested areas and provided further that such events are consistent with the Purposes of this Grant and the Management Plan.

5. The right to construct, maintain, repair and use new paved parking lots on the Protected Property, including associated access drives and utilities, together with the right to construct improvements normally associated with a parking lot. Grantor shall first obtain the prior written approval of Grantee for the location and size of such new paved parking lots on the Protected Property, which approval shall not be unreasonably withheld nor conditioned, provided that such location and use shall be consistent with the Management Plans and the Purposes of this Grant.

6. The right to charge members of the public reasonable fees for admission to and use of the Protected Property, provided that such fees are collected only for community and public recreation, education or entertainment programs and events on the Protected Property (including, but not limited to, children's activities, competitions, concerts, fairs and celebrations) or such fees as are reasonably necessary to support Grantor's management of the Protected Property. The right to charge organizations reasonable fees for recreational use of a portion of the Protected Property provided that such use does not unreasonably interfere with the access of the general public to the Protected Property. Fees shall not be based on place of residency. All fees charged for admission to or use of the Protected Property shall be consistent with the Purposes of this Grant especially that of public access as set forth in Section IV below, and shall be provided for in the Management Plan.

7. The right to authorize the temporary commercial or non-commercial use of the Protected Property for recreational (including competition events), community entertainment, educational, agricultural, forestry, or research purposes, provided that any such authorization (i) does not unreasonably interfere with the access of the general public to the Protected Property, (ii) authorizes only uses of or actions on the Protected Property that are not inconsistent with the Purposes of this Grant, and (iii) are provided for in the Management Plan.

8. No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or may possess the potential to become inconsistent with the Purposes of this Grant.

#### **IV. Public Access.**

Grantor covenants and agrees that the Protected Property shall be available to the general public for all types of non-commercial, non-motorized, non-mechanized dispersed recreational and educational purposes (including, but not limited to, bird-watching, cross-country skiing, sledding, fishing, hiking, hunting, snowshoeing, swimming, walking and wildlife observation) consistent with the Purposes of this Grant. Notwithstanding the foregoing, Grantor may limit or restrict public access to the Protected Property to assure compliance with the requirements of this Grant, to protect natural habitats, or to protect the public health or safety (including, but not limited to, the right to permit, regulate or prohibit fishing, hunting and trapping). If Grantee approves a conveyance of the Protected Property, then Grantee may also require that a separate Grant of Public Access Easement also be conveyed to Grantee in a form approved by Grantee.

#### **V. Bluff Protection Zone.**

The Bluff Protection Zone comprises an area of steep erodible sand bluff and level sandplain on top of the bluff located along the southernmost property line of the Protected Property. The Bluff Protection Zone is generally depicted as “Bluff Protection Zone” on the North Avenue Urban Wild Conservation Plan (hereafter the “BPZ”). The boundaries of the BPZ may be changed from time to time by mutual agreement of Grantor and Grantee, as established by written agreement recorded in the Burlington Land Records and depicted on a new Conservation Plan signed by Grantor and Grantee.

Within the BPZ, the goals, prescriptions, and restrictions of this Section V are in addition to the provisions of Sections II, III, and IV of this Grant, and where inconsistent, the provisions of this Section V shall control.

Within the BPZ the following shall apply:

1. Protection of the bluff and its adjoining sandplain, and the restoration of native natural communities and ecological processes shall be Grantor’s and Grantee’s highest priority in approving and conducting all activities.
2. All management activities, including without limitation, forest management, recreational management, and ecological management, shall focus on the goals of (a) maintaining soil integrity, natural hydrology, and water quality, and (b) restoring native species and natural communities that are best suited to the soils and environment of the bluff and its adjoining sandplain.
3. No cutting or removal of vegetation shall occur except for the following permitted non-commercial purposes: (i) cutting or removal of trees or other vegetation for the maintenance or construction of trails that are described in the Management Plan and that are constructed with pervious surfaces; (ii) cutting or removal of trees or other vegetation posing an imminent hazard to the health or safety of persons; (iii) cutting, removal, or suppression of invasive, exotic, or nonnative species; and (iv) cutting, removal, or suppression of native species, when such activities are designed to enhance the restoration of a rare, threatened, or endangered natural community.
4. Grantee’s approval of a forest management plan submitted pursuant to Section III (2) above, shall not be unreasonably withheld or conditioned, provided that such a plan: (i) is consistent with the Purposes of this Grant and with the provisions of this Section V; and (ii) has been approved by a professional forester.
5. In the context of acting under this Section V, and in developing the Management Plan, Grantor and Grantee may confer about what constitutes the best management practices to effect the goals set forth in V(2) above, provided that, in any disagreement with respect to management practices within the Bluff Protection Zone, the Grantee’s interpretation of best management practices shall control.

## **VI. Enforcement of the Restrictions.**

Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance by personal service or via certified mail, return receipt requested, and demand corrective action by Grantor sufficient to abate such event or circumstance of non-compliance and restore the Protected Property to its previous condition. In the event there has been an event or circumstance of non-compliance that is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs incurred in investigating the non-compliance and in securing its correction.

Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be demanded by the Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Grantee to corrective action on the Protected Property, if necessary. If the court determines that the Grantor has failed to comply with this Grant, Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. In the event that a Grantee initiates litigation and the court determines that the Grantor has not failed to comply with this Agreement and that the Grantee has initiated litigation without reasonable cause or in bad faith, then the Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including, but not limited to, injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantee at law, in equity, or through administrative proceedings.

No delay or omission by the Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair the Grantee's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated.

## **VII. Miscellaneous Provisions.**

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including staff time, incurred in reviewing the proposed action requiring Grantee's approval; but not to include those costs which are expected and routine in scope. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, upon request, provide Grantor with a written certification in recordable form memorializing said approval.

2. It is hereby agreed that the construction of any buildings, structures or improvements, or any use of the land otherwise permitted under this Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the City of Burlington and the State of Vermont.

3. Grantee shall transfer the development rights, and conservation easement and restrictions conveyed by Grantor herein only to a State agency, municipality, or qualified organization, as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers, if ALSO approved by the U.S. Department of Interior, National Park Service, pursuant to Land and Water Conservation Fund Agreement Project No. 06130-LWCF-50-00650.

4. In the event the development rights or conservation restrictions conveyed to Grantee herein are extinguished by eminent domain or other judicial proceeding, Grantee shall be entitled to any proceeds which pertain to the extinguishment of Grantee's rights and interests. Any proceeds from extinguishment shall be allocated between Grantor and Grantee using a ratio based upon the relative value of the development rights and conservation restrictions, and the value of the fee interest in the Protected Property, as determined by a qualified appraisal obtained at the direction of either Grantor or Grantee in the year of extinguishment. Grantee shall use any such proceeds to preserve undeveloped and open space land in order to protect the aesthetic, cultural, educational, scientific, and natural resources of the state through non-regulatory means.

5. In any deed or lease conveying an interest in all or part of the Protected Property, Grantor shall make reference to the conservation easement, restrictions, and obligations described herein and shall indicate that this easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

6. The term "Grantor" shall include the successors and assigns of the original Grantor, the City of Burlington. The term "Grantee" shall include the respective successors and assigns of the original Grantee, Vermont Housing and Conservation Board.

7. Any signs erected on the Protected Property which mention funding sources shall include the Vermont Housing and Conservation Board.

8. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

9. Grantor shall hold harmless, indemnify and defend Grantee against any liabilities, claims and expenses, including reasonable attorney's fees to which Grantee may be subjected, including, but not limited to, those arising from any solid or hazardous waste/hazardous substance release or disposal, or hazardous waste/hazardous substance cleanup laws or the actions, or inactions of Grantor as owner or operator of the premises, or those of Grantor's agents. This clause shall not apply to any Grantor protected by the doctrine of sovereign immunity.

10. This Grant shall be governed by and construed in accordance with the laws of the State of Vermont. In the event that any provision or clause in this Grant conflicts with applicable law, such conflict shall not affect other provisions hereof which can be given effect without the conflicting provision. To this end the provisions of this Grant are declared to be severable. Invalidity of any provision hereof shall not affect any other provision of this Grant.

11. Grantor and Grantee recognize that rare and unexpected circumstances could arise that justify amendment of certain of the terms, covenants or restrictions contained in this Grant. To this end, this Grant may be amended only by mutual agreement of Grantor and Grantee; provided that Grantee determines in its sole discretion that such amendment furthers or does not materially detract from the Purposes of this Grant. Amendments shall be in writing, signed by both Grantor and Grantee, and shall be recorded in the City of Burlington Land Records. Notwithstanding the foregoing, Grantor and Grantee have no right or power to agree to any amendment that would limit the term of the Grant, or adversely affect the qualification of this Grant or the status of Grantee under applicable laws, including without limitation Title 10 V.S.A. Chapters 34 and 155, Section 170(h) and 501(c)(3) of the Internal Revenue Code, as amended, and regulations issued pursuant thereto.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, public access easement and easement for monitoring access, with all the privileges and appurtenances thereof, to the said Grantee, VERMONT HOUSING AND CONSERVATION BOARD, its respective successors and assigns, to its own use and behoof forever, and the said Grantor, the CITY OF BURLINGTON, on behalf of itself and its successors and assigns, does covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, not intending hereby to reinstate any interest or right terminated or superseded by this Grant, operation of law, abandonment of 27 V.S.A. Ch. 5, Subch. 7; and it hereby engages to warrant and defend the same against all lawful claims whatever, except as aforesaid. The Grant is subordinate to the terms and conditions of the Notice of the Land and Water Conservation Fund Agreement Project No. 06130-LWCF-50-00650 of even date herewith and to be recorded in the City of Burlington Land Records.

I, \_\_\_\_\_, duly authorized agent of the City of Burlington, have executed this Grant on this \_\_\_\_\_ day of February, 2019.

CITY OF BURLINGTON

By: \_\_\_\_\_  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At Burlington, Vermont, on this \_\_\_\_\_ day of February, 2019, personally appeared \_\_\_\_\_, duly authorized agent of the City of Burlington, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed, and the free act and deed of the City of Burlington.

Before me, \_\_\_\_\_  
Print Name - \_\_\_\_\_  
Notary Public, State of Vermont  
Credential # \_\_\_\_\_  
My Commission Expires: January 31, 2021

Approved by the VERMONT HOUSING AND CONSERVATION BOARD:

February 6, 2019  
Date

By: \_\_\_\_\_  
Its Duly Authorized Agent

**SCHEDULE A**  
**PROTECTED PROPERTY**

In the City of Burlington, Chittenden County, State of Vermont, an easement area totaling 11.77 acres over a PORTION of lands conveyed to the City of Burlington by deed of BC Community Housing, LLC dated February 18, 2016 and recorded in Volume 1300 at Page 232 of the City of Burlington Land Records, also being a PORTION of lands conveyed to the VLTBTB Parkland Trust by deed of Vermont Land Trust, Inc., dated February 18, 2016 and recorded in Volume 1300 at Page 237 of the City of Burlington Land Records.

Said easement area including all of “Lot B”, as depicted on a plat of survey titled “***Lot Line Adjustment Between 311 & 329 North Avenue – BC Community Housing, LLC***”, dated January 18, 2016 and revised January 29, 2016, by Civil Engineering Associates, Inc. and recorded in Burlington Land Records at Map Slide 521-D, **EXCEPT** for a 0.23 acre portion of 311 North Avenue being a “Historic Preservation Easement” area, which EXCEPTED area is described as follows:

*Beginning at a concrete monument (proposed) in the westerly sideline of North Avenue and also marking the southeasterly corner of Lot 2 in the BC Community Housing subdivision.*

*Thence South 28°51’00” East, in the easterly sideline of North Avenue, 54.24 feet to a point near the southeasterly corner of a stone column marking the driveway into 311 North Avenue;*

*Thence South 57°02’13” West along or near the northerly edge of said driveway for 164.22 feet to a point;*

*Thence North 28°51’51” West along the interface between an original “redstone” building and an addition thereto, for 42.00 feet to a point;*

*Thence South 61°08’09” West for 13.00 feet to a point;*

*Thence North 28°51’51” West for 23.00 feet to a point in the southerly line of the above-named Lot 2;*

*Thence North 60°49’03” East along said line of Lot 2 for 176.98 feet to the Point of Beginning.*

Both the Conservation Easement Area (11.77 acres) and the Historic Preservation Easement Area (0.23 acres) are depicted on a plat of survey titled: “***Conservation & Historic Preservation Easement Areas on Lands of: City of Burlington and VLTBTB Parkland, LLC***”, dated November 12, 2018, by Civil Engineering Associates, Inc.