

Application/Parcel ID#: 2024-15/132x260 Administrative Use Only  
Date Received: 27 Aug 24  
Date Approved: 28 Aug 24

Permit Fees: 820  
Check# 4002 By whom: C. Boulton  
Filing Fees:  
Total Fees Paid: 820  
Tax Map Number: 05-028

**ZONING PERMIT APPLICATION**  
**TOWN OF READSBORO, VERMONT**

All sections must be completed. Incomplete applications will not be considered.

**1. APPLICANT:**

Name: Christopher Boulton

Phone: (480) 710-7367

email address: c4boulton@yahoo.com

Mailing Address: 4518 E BARBARITA CT. Gilbert AZ 85234  
Street City State Zip

**2. PROPERTY OWNER:**

Name: C4 Boulton TRST

Phone: (480) 710-7363

Mailing Address: 4518 E BARBARITA CT Gilbert AZ 85234  
Street City State Zip

**3. PROJECT LOCATION:**

400 DAVENPORT DRIVE READSBORO

Deed-Book: 85 Page: 390

Tax Map Page: 05 Lot#: 028 Parcel ID#: T32x260

**4. HOW IS THE PROPERTY USED NOW?**

Primitive Camp - 2 Structures

number of dwelling units: 0 industrial square feet: \_\_\_\_\_  
commercial square feet: \_\_\_\_\_ public assembly/facility square feet: \_\_\_\_\_

Please describe any accessory structures that are on the property:

1 - main shed - 1 - secondary shed

**5. WHAT WORK IS PLANNED UNDER THIS PERMIT?** (New construction, addition, subdivision, installation or change of sign, change of use). Please be specific. Application must include number of stories and square footage of gross floor area for all construction.

No new work. existing shed.

**6 PLEASE CHECK WORK BELOW THAT APPLIES:**

- Accessory structures with less than 100 square feet of floor area and lacking a permanent foundation, electricity, or other utility connections require a Zoning Permit.
- New residential construction (1 or 2 units).
- New residential construction (3 units or more).
- Residential addition/alteration/renovation.
- Non-residential construction/addition/alteration.
- Subdivision or boundary line adjustment (Site Plan 2.5.1) For applications involving subdivision of land or a boundary line adjustment a survey plat meeting the requirements of 27 V.S.A. §1403 and the rules of the Board of Land Surveyors, stamped by a Registered Land Surveyor licensed to practice in Vermont or equivalent.
- Signs.
- Change of use: from residential to non-residential, or non-residential to residential; or from one non-residential use to another non-residential use.
- Conditional Use - A use permitted in a particular zoning district i.e., Primitive Camps, Home Industry, Health Care, Facility, campground (see Readsboro Zoning Bylaw Article 2.4.4 for Permitted uses in each zoning district). Requires Site Plan Review & public hearing with the Development Review Board.
- Appeals of Decision by Zoning Administrator to the Development Review Board.
- Variance request (Bylaw Article 2.4.2).
- Home Occupation - Article 3, section 3.2.3 a - f  
Article 4 Section 4.1.4 - Provide Zoning Administrator with description of Home Occupation in writing.

**7 ZONING INFORMATION** - may be obtained with assistance from: rmatte73@gmail.com or call 802-423-5068.

- a. What zoning district is the property located in? WAF/CON
- b. Dimensional Requirements:

\*if this is an Appeal to the Development Review Board, please skip this question and go to 7c.

	<u>Required</u>	<u>Existing or Proposed</u>	<u>Comments</u>
<u>Lot Size:</u>	<u>10 acres</u>	<u>15 acres</u>	
<u>Frontage:</u>	<u>300' ft</u>	<u>290' ft</u>	<u>preceeds bylaws!</u>
<u>Setback from Right-of-Way:</u>	<u>75' ft</u>	<u>300' ft</u>	
<u>Rear Setback:</u>	<u>40' ft</u>	<u>2000' ft</u>	
<u>Left Side Setback:</u>	<u>40' ft</u>	<u>75' ft</u>	
<u>Right Side Setback:</u>	<u>40' ft</u>	<u>215' ft</u>	

c. If this is an Appeal to the Development Review Board, please answer the following two questions:

Provision of the Zoning Bylaw in Question: ND

Reason for Appeal: \_\_\_\_\_

**8 ESTIMATED COST OF IMPROVEMENTS:** \$ 0

9 SIGNATURES AND AUTHORIZATIONS :

Signing of this application authorizes the Zoning Administrator to enter onto the premises for the purpose of verifying information presented in sub section 5 on this permit application.

The undersigned hereby certifies that the information submitted in this application regarding the property is true, accurate and complete and that I (we) have full authority to request approval for the proposed use of the property and any proposed structures. I (we) understand that any permit will be issued in reliance on the above representations and will be automatically void if any are untrue or incorrect

Signature of owner(s) of property: CPH Date: 8-27-2024

\_\_\_\_\_ Date: \_\_\_\_\_

Signatures of applicant(s) other than property owner:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

This information must be submitted with a Site Plan (for subdivisions a survey is required that meets the standards set by the State of Vermont) if required, other required forms and an application fee. Your site plan must contain all the information listed below. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

No Zoning Permit Application will be accepted for a new residential or commercial construction until Septic System Permit has been inspected and approved the State of Vermont and an Access Permit for curb cuts on State or Town Roads has been approved by Readsboro's Superintendent of Public Works and/ or the Selectboard prior to construction. A copy of both permits must accompany the Zoning Permit Application.

NOTE: Failure to develop your property in accordance with your application and any conditions of this permit may result in an enforcement action and may affect your ability to sell or transfer clear title to your property.

Applicant is required to provide the names and addresses of adjoining property owners without regard to any public right of way. Information is located at the Town Office.

<u>Name:</u>	<u>Mailing Address:</u>
<u>Stephen Dabney</u>	<u>116 E 4th St LAUSDALe PA 19446</u>
<u>Brian S Berry Living TRUST</u>	<u>106 MALMALICK AVE WATERBURY CT 06708</u>
<u>Richard Gordon</u>	<u>181 BOSTON Post Rd E # 27 Marlboro MA 01752</u>
<u>LANCE LAVORE</u>	<u>175 Burnham Rd ARSON CT 06001</u>

**Name:**

**Mailing Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you have any questions, please call, Administrative Officer, Robert Matte

at 802-423-5068 or email: rmatte73@gmail.com.

\_\_\_\_\_ : Agency of Natural Resources has reviewed the property in the Flood Plain Area

**Comments:**



\_\_\_\_\_

\_\_\_\_\_

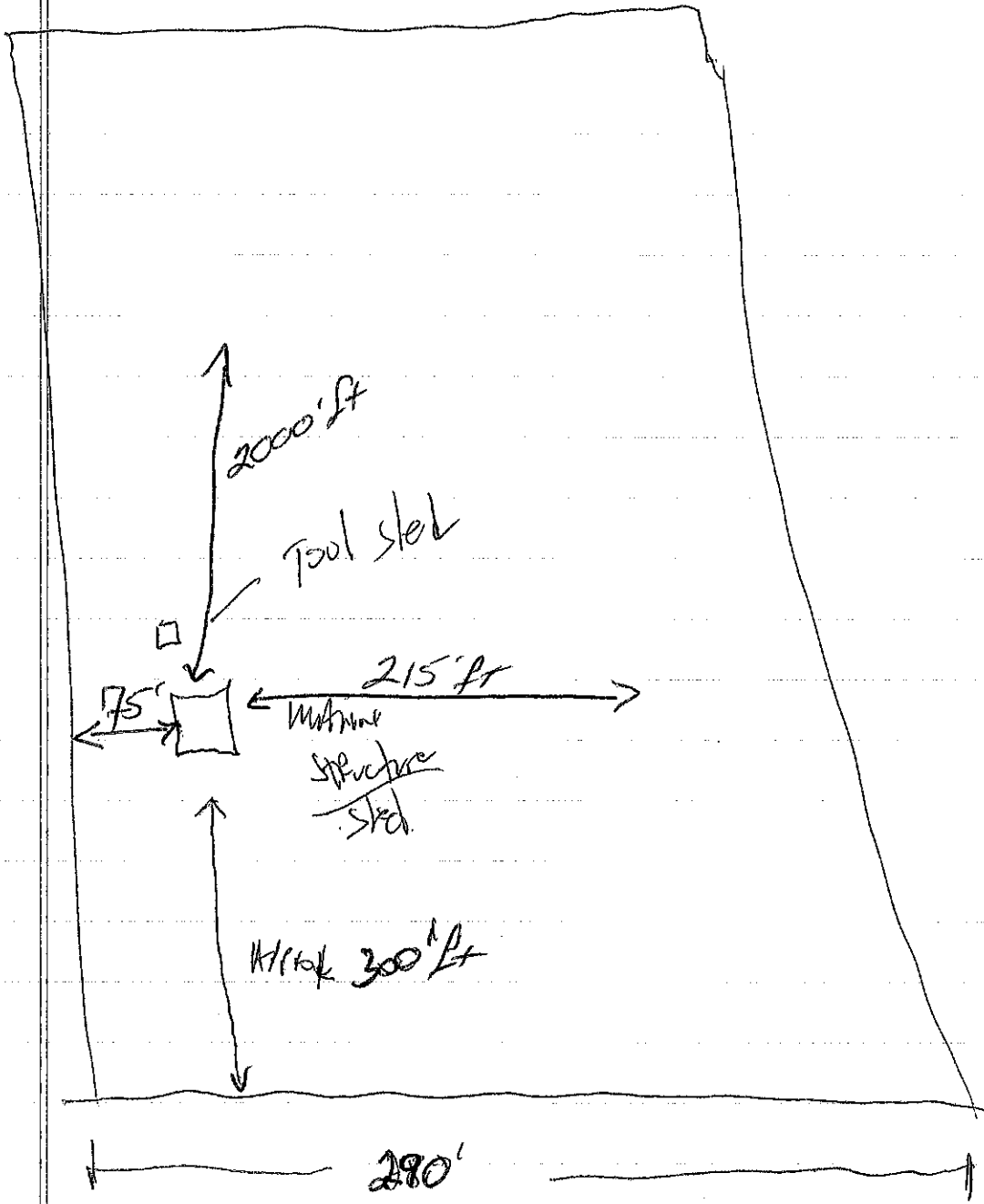
\_\_\_\_\_

**Date:** \_\_\_\_\_

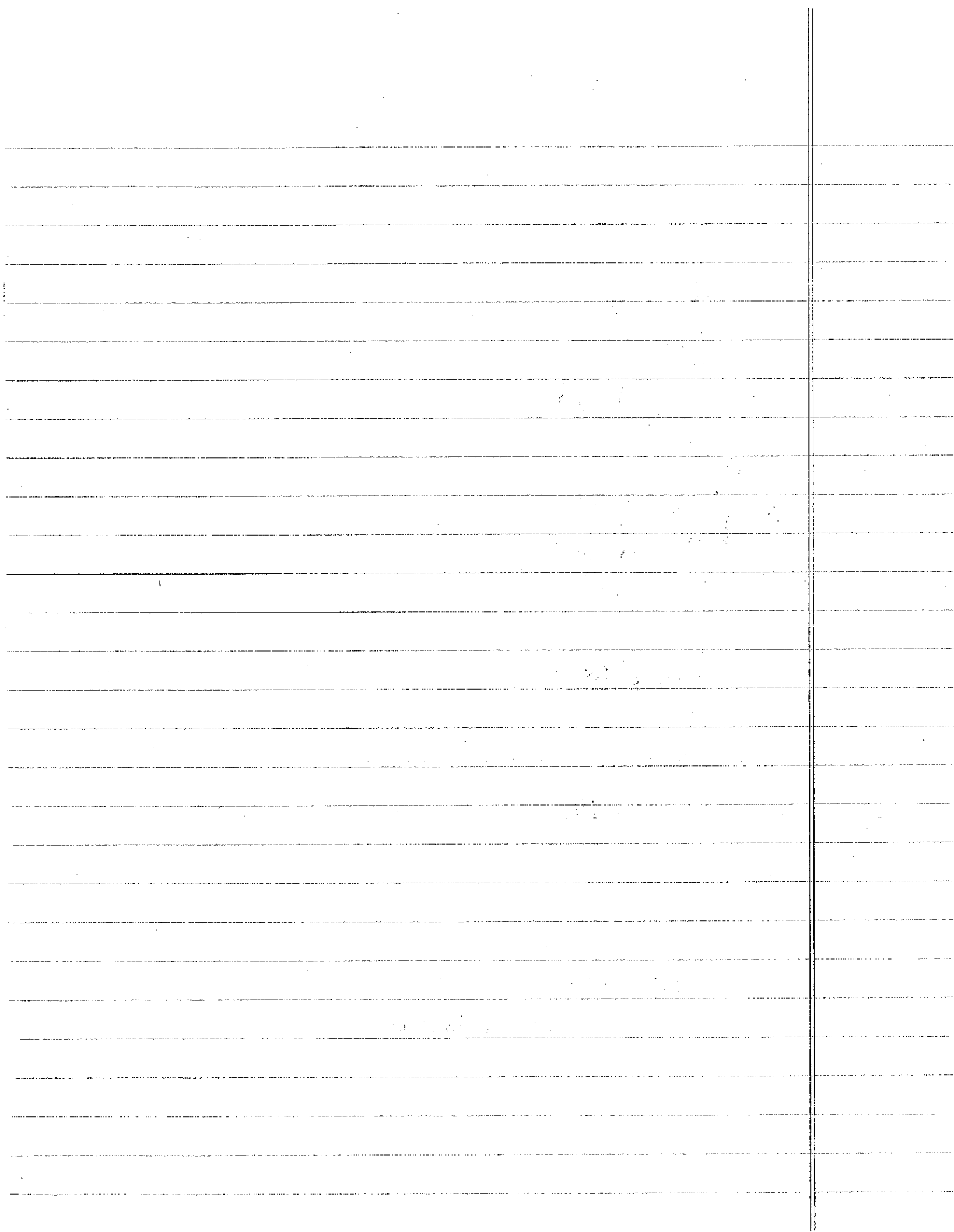
**Signature:** \_\_\_\_\_

<b><u>For Administrative Use Only:</u></b>	<b><u>Development Review Board Action:</u></b>
<u>Zoning Administrator Action</u>	Date Received: _____
Application Number: <u>2024-15</u>	Notice of Hearing: _____
Date Received: <u>27 Aug 24</u>	Date of Hearing: _____
 _____ (initial by Admin. Officer)	Date of Decision: _____
Amount of Fee Paid: <u>\$20-</u>	Decision: _____ (Approved, denied, approved with conditions)
Date Permit Issued: <u>28 Aug 24</u>	
 _____ Zoning Administrator	_____ DRB Chair or Clerk

Approved by Planning Commission 01/10/2023 (This application cannot be altered or changed).



Tool sled 8' x 10'  
No Foundation



EXCEPTING AND RESERVING to the grantors, their heirs and assigns out of the above described parcel a 20 foot right of way with slope rights for ingress and egress along the westerly line of the above described lands. said right of way to begin at the southerly line of the 36 acre parcel shown on the aforementioned survey and to run southerly along the westerly line of the parcel herein conveyed a distance of 20 feet beyond the intersection of that line and the southeasterly corner of the premises believed to be of Victor and Julia Maroni. This right of way shall terminate when and if the option described below shall be exercised by the grantee.

The grantee herein shall have the right of first refusal to purchase from the grantors the aforementioned 36 acre parcel of land located north of the premises conveyed herein. The option price shall be \$5,000. Said option shall become effective upon written notice from the grantors to the grantee by registered mail stating that the grantors have received a bona fide offer to purchase the said parcel, and further that the grantors are in a position to deliver good and marketable title to the grantee. This right shall expire if unexercised by the grantee through payment of a deposit of 10% of the purchase price within thirty days of the date of the written notice.

The grantee herein further grant to the grantee herein a right of first refusal to purchase any of the grantors land adjacent and contiguous to the parcel herein conveyed including the lands situate across the road from said parcel..

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee HOWARD S. BROWER, his heirs and assigns, to their own use and behoof forever; And we the said Grantors, LESLIE CHARLES DAUBNEY and wife, BERTINA R. DAUBNEY for ourselves and our heirs, executors and administrators, do covenant with the said grantee HOWARD S. BROWER, his heirs and assigns, that until the ensembling of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as stated above; We hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as stated above.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of August A.D. 1973

In Presence of

Alan G. Thompson  
Ruth E. Johnson

Leslie C. Daubney L.S.  
Bertina R. Daubney L.S.

STATE OF VERMONT, )  
WINDHAM COUNTY ) SS. At Brattleboro this 15 day of August A.D. 1973 LESLIE CHARLES DAUBNEY and BERTINA R. DAUBNEY personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

EXEMPT from No. 291 requirements and the 250 Act.

Before me Alan G. Thompson  
Notary Public

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd.-Tax Paid--Board of Health Cert. Rec'd.-  
Vt. Land Use & Development Plans Act Cert. Rec'd.  
Return No. 7102417  
Signed Alan G. Thompson, Clerk  
Date August 16, 1973

Readsboro, Vermont Town Clerk's Office  
received for record August 16, 1973 at 10:30  
A.M. of which the foregoing is a true copy.

ATTEST: John Cassin  
Town Clerk

MORTGAGE DEED

HOWARD S. BROWER  
TO  
LESLIE C. AND BERTINA R. DAUBNEY

KNOW ALL MEN BY THESE PRESENTS That I, Howard S. Brower of Chestnut Hill in the County of Middlesex and Commonwealth of Massachusetts Grantor, in the consideration of One Dollar and other valuable consideration paid to my full satisfaction by Leslie C. Daubney and Bertina R. Daubney of Readsboro in the County of Bennington and State of Vermont Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantees Leslie C. Daubney and Bertina R. Daubney, husband and wife, as tenants by the entirety and their heirs and assigns forever, a certain piece of land in Readsboro in the County of Bennington and State of Vermont, described as follows, viz:

Being all and the same lands and premises to be conveyed to the grantee herein by ~~XXXXXXXXXXXX~~ deed of Leslie C. Daubney and Bertina R. Daubney by deed dated 15 August 1973 to be recorded in the Readsboro Land Records and in said deed described as follows:

"Being a part of the lands and premises conveyed to these grantors by warranty Deed of Verne S. Thayer and wife dated and recorded November 19, 1942 in Book 23 at page 343 of the Readsboro, Vermont, Land Records and described as follows:

*See Daubney in Book 37 at page 330*





"Beginning at a point marked by an iron pipe in the northerly line of County Road No. 32, so called, and also known as High Heather Road; thence running N 14° 55' E through lands of the grantors 3031 feet to a point; thence turning an included angle through lands of the grantors N 77° 30' W a distance of 1641 feet to a point in the easterly boundary of lands of the grantors; thence turning an included angle and running E a distance of 2805 feet to a point in the northerly line of said County Road; thence running westerly along the northerly line of said County Road a distance of 1921 feet to the point of beginning. (LGD) (BRD)

"Containing 90 acres, more or less.

"The above described lands are taken from a survey map entitled "Leslie Daubney" Readsboro, Vt., Scale 1" = 200', by E.B. Davis, Hand Compass and Tape Survey, dated 7/17/73, Drawing Number 0235, James H. Neil Co., Inc., Box 224, Claremont, N. H.

"EXCEPTING AND RESERVING to the grantors, their heirs and assigns out of the above described parcel a 20 foot right of way with slope rights for ingress and egress along the westerly line of the above described lands. Said right of way to begin at the southerly line of the 36 acre parcel shown on the aforementioned survey and to run southerly along the westerly line of the parcel herein conveyed a distance of 20 feet beyond the intersection of that line and the southeasterly corner of the premises believed to be of Victor and Julia Maroni. This right of way shall terminate when and if the option described below shall be exercised by the grantee.

"The grantee herein shall have the right of first refusal to purchase from the grantors the aforementioned 36 acre parcel of land located north of the premises conveyed herein. The option price shall be \$5,000. ~~Said~~ option shall become ~~the~~ effective upon written notice from the grantors to the grantee by registered mail stating that the grantors have received a bona fide offer to purchase the said parcel, and further that the grantors are in a position to deliver good and marketable title to the grantee. This right shall expire if unexercised by the grantee through payment of a deposit of 10% of the purchase price within thirty ~~days~~ days of the date of the written notice.

"The grantors herein further grant to the grantee herein a right of first ~~refusal~~ refusal to purchase ~~any~~ of the grantors land adjacent and contiguous to the parcel herein conveyed including the lands situate across the road from said parcel."

The grantees herein and their heirs and assigns further covenant and agree with the grantor, his heirs and assigns to release by deed portions of the premises herein ~~being~~ conveyed upon the following terms and conditions:

1. No release shall be for a portion less than one (1) acre.
2. The consideration for each release shall be on the basis of Two Hundred Fifty and 00/100 Dollars (\$250.00) per acre to be credited to the principal amount due on the note aforesaid secured by this mortgage.
3. Grantee agrees to grant rights of way in common for access to released parcels.
4. Grantor shall not be entitled to releases while mortgage is in default.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees Leslie C. Daubney and Bertina R. Daubney and their heirs and assigns, to their own use and behoof forever; And I the said Grantor Howard S. Brower for myself and my heirs, executors and administrators, do covenant with the said Grantees Leslie C. Daubney and Bertina R. Daubney and their heirs and assigns, that until the ensembling of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, THE CONDITION OF THIS DEED IS SUCH, that if the said Howard S. Brower, his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said Leslie C. Daubney and Bertina R. Daubney, their heirs or assigns, the sum of Fifteen Thousand Nine Hundred Seventy Five & 00/100 Dollars (\$15,975.00) with interest thereon, according to the tenor and effect of a promissory note for that amount of even date herewith. Heirs or assigns, then this deed to be null and void, otherwise in full force in law.

PROVIDED HOWEVER; that in event of a foreclosure hereunder, Grantor shall pay the expenses thereof, including a reasonable solicitor's fee.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 13th day of August A. D. 1973  
IN PRESENCE OF

Donna Rizzo

Howard S. Brower (L.S.)

Robert G. McSweeney

(Commonwealth of Massachusetts)  
Middlesex COUNTY ) SS. At Somerville this 13th day of August A. D. 1973  
Howard S. Brower personally appeared, and  
acknowledged this instrument, by sealed and subscribed, to be his free act  
and deed,

Before me Robert G. McSweeney  
My commission expires 5/28/76  
Notary Public

Readsboro, Vermont Town Clerk's Office received for record August 15, 1973 at  
2:30 P.M. of which the foregoing is a true copy. ATTEST: Diola Curcio Town Clerk

