

To: Development Review Board  
From: Chris Nosh  
Re: 449 S. Prospect Street Duplex Application. 17-0776CU

The original deed for this property expressly prohibits any but a single dwelling unit on this property. As you know, accessory apartments are for the benefit of owner-occupiers, not owners not occupying the property. This property should remain a single-family residence.

A copy of the original deed is attached and highlighted. The original deed can be found I book 87, page 547 of Burlington land records.

Thank you.

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DEPARTMENT OF  
PLANNING & ZONING



Insensibly side line of a proposed street extending westerly from South Prospect Street through Overlake Park, thence deflecting to the left and running in an easterly direction in a curve to the right, radius six hundred forty seven and forty six hundredths (647.46) feet, a distance of one hundred twenty-five and eighty-two hundredths (125.82) feet to the point or place of beginning.

I Have Had To Hold the above granted and bargained premises with all the privileges and appurtenances thereof and elements belonging unto the said Eugene B. Jordan and Gertrude H. Jordan, husband and wife, their heirs and assigns, to them and their own proper use, benefit and behoof forever; and I, the said Julian B. Clark, do for myself and my heirs, executors and administrators covenant to and with the said parties of the second part, their heirs, executors, administrators and assigns that at and until the unveiling of these presents I am well seized of the premises in fee simple; that I have good right and lawful authority to bargain and sell the same in the manner and form as is above written; that they are free and clear of all encumbrances excepting the conditions and limitations hereinafter set forth; and that I will warrant and defend the same against all lawful claims and demands of any person or persons whomsoever excepting one claiming under said conditions and limitations, namely:

The parties of the second part hereby covenant with the party of the first part, his heirs and assigns, as a part of the consideration for this deed and as a condition of the continued ownership of the property:

1. That one dwelling house shall be erected on each lot and no lot shall be subdivided for sale or otherwise;
2. The premises shall be occupied and used for residence purposes only and not otherwise;
3. That any building excepting a garage which may be erected on said land shall be so erected that the main walls of said building shall not be within twenty feet of the west line of Prospect Street nor within fifteen feet of the north line of a certain proposed street appearing on the plan of The Sutro & Crandall above referred to, nor shall any portion whatever of such building including porches be erected or maintained nearer to any boundary of said land than ten feet; that no garage, unless a part of the dwelling house, shall be erected or kept on said land, wholly or partly, within sixty feet of the front line of said lot; and that no building erected within eighty feet from the front of said lot shall be within ten feet of an adjoining owner's land;
4. No noisy and dangerous animal shall be kept on said premises and no nuisances of any kind shall be maintained or allowed thereon, nor shall any use of said premises be made or permitted which shall be

5. It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall run with the land hereby conveyed; provided never-the-less that after January 1, 1956, such restrictions and conditions or any part thereof may be amended, removed, extended or terminated upon the execution of a deed by the owners of a majority of the lots in said Overlake Park duly recorded.

6. It is understood that the placing of the foregoing restrictions and conditions on the land hereby conveyed entails no obligations express or implied upon the party of the first part to place the same restrictions and conditions upon other lots of land in said Park;

7. The party of the first part hereby reserves the right to enter upon the extreme rear part of the the land hereby granted, in person or by representatives, or assigns, to erect and maintain thereon or thereunder poles, transmission lines, drains, sewers, conduits, water pipes, heat pipes, and other articles of transmission necessary or beneficial to any of the property contained in Overlake Park; provided that whenever the surface of the ground may be disturbed by the enjoyment of this right the party of the first part shall forthwith repair and restore the surface so disturbed to its former condition as nearly as may be practicable.

In Witness Whereof the party of the first part has hereunto set his hand and seal at Burlington aforesaid this 8th day of July, 1925.

In the presence of  
C. A. Congdon  
William H. Edmunds  
State of Vermont  
Chittenden County, vt.

Julian B. Clark R.S.

Personally appeared at Burlington in said County, Julian B. Clark, the signer and reader of the above written instrument, and acknowledged the same to be his free act and deed this 8th day of July, A. D. 1925.

Before me,

William H. Edmunds  
Notary Public

Received for record July 8, 1925 at 5 P. M. and recorded.

Attest,

Crawford B. Corley

City Clerk.

Harry & Bidget Leonard

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Burlington Light & Power Co.

Warranty Deed

Know all Men by these Presents, That, Mr. Harry Leonard and Bidget Leonard, husband and wife of Burlington in the County of Chittenden and State of Vermont, have for the consideration of Five Hundred (\$500.) Dollars paid to our full satisfaction by Burlington Light and Power Company, a Vermont cor-