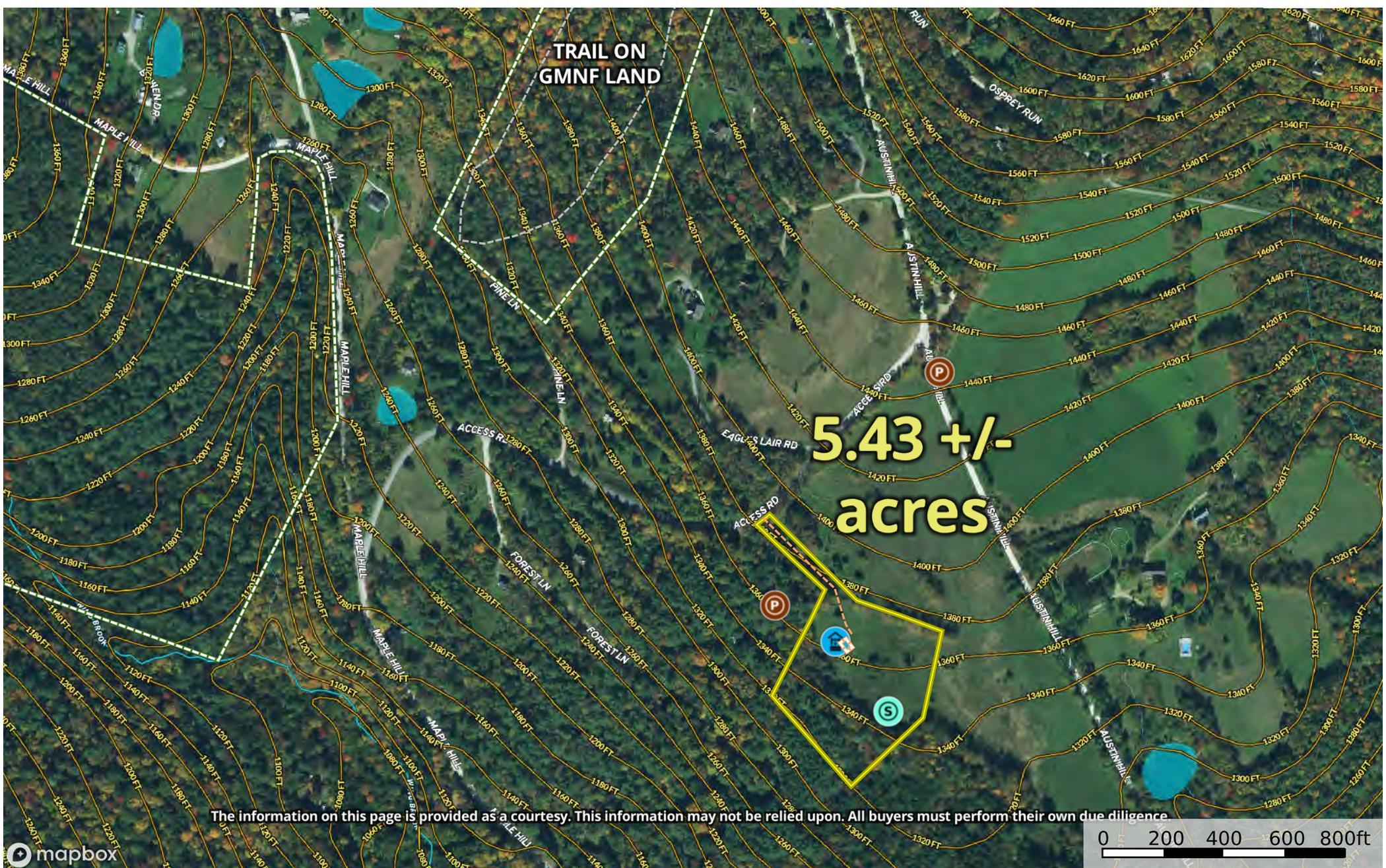


# Rochester 5.43 acres - 342 Access Road

Windsor County, Vermont, AC +/-



The information on this page is provided as a courtesy. This information may not be relied upon. All buyers must perform their own due diligence.

mapbox

GMP Utilities	Proposed Septic	Proposed Well	Trail	Proposed Drive	GMNF Land	Proposed House site	Boundary	Stream, Intermittent	River/Creek	Water Body
---------------	-----------------	---------------	-------	----------------	-----------	---------------------	----------	----------------------	-------------	------------

The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

**Total Parcel**

A - B	S56°53'45"W	364.01'
B - C	S96°53'45"W	360.11'
C - D	S56°53'45"W	53.61'
D - F	S32°28'05"E	298.43'
F - G	S40°28'35"W	390.55'
G - H	S27°28'30"E	394.76'
H - J	N60°23'05"E	324.90'
J - K	N73°08'30"E	494.20'
K - L	N14°29'20"W	410.56' (Tie)
L - A	N08°13'45"W	628.96' (Tie)

**Lot 1**

B - C	S56°53'45"W	360.11'
C - M	S32°28'05"E	409.59'
M - N	S56°42'55"E	79.63'
N - S	N33°48'10"E	266.24'
S - B	N20°01'20"W	388.18'

**Lot 2**

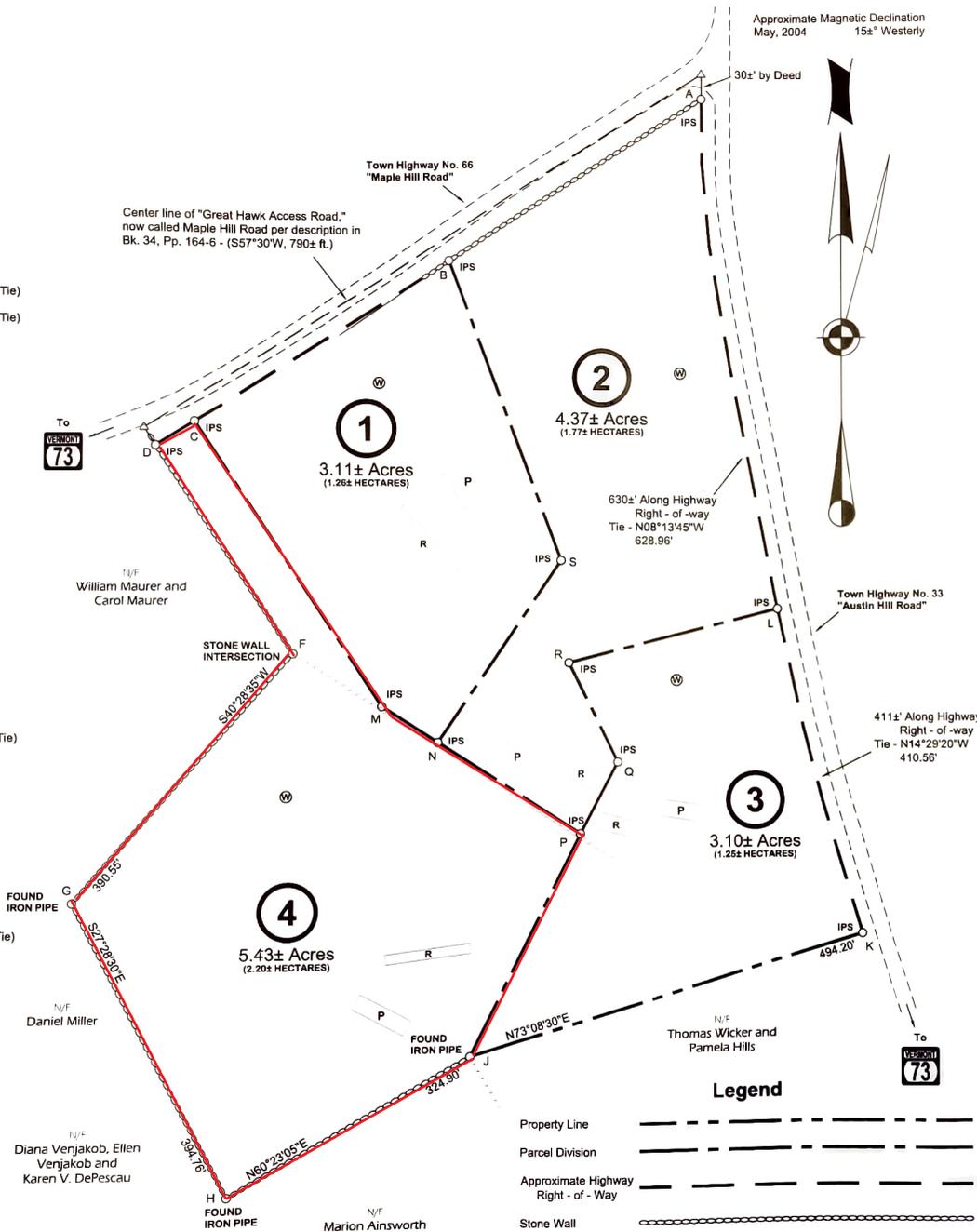
A - B	S56°53'45"W	364.01'
B - S	S20°01'20"E	388.18'
S - N	S33°48'10"W	266.24'
N - P	S56°55'25"E	204.81'
P - Q	N27°13'25"E	97.53'
Q - R	N25°54'45"W	134.90'
R - L	N75°22'35"E	261.35'
L - A	N08°13'45"W	628.96' (Tie)

**Lot 3**

L - R	S56°53'45"W	261.35'
R - Q	S25°54'45"E	134.90'
Q - P	S27°13'25"W	97.53'
P - J	S26°16'30"W	297.51'
J - K	N73°08'30"E	494.20'
K - L	N14°29'20"W	410.56' (Tie)

**Lot 4**

C - D	S56°53'45"W	53.61'
D - F	S32°28'05"E	298.43'
F - G	S40°28'35"W	390.55'
G - H	S27°28'30"E	394.76'
H - J	N60°23'05"E	324.90'
J - P	N26°16'30"E	297.51'
P - N	N56°55'25"W	204.81'
N - M	N56°42'55"W	79.63'
M - C	N32°28'05"W	409.59'



Approximate Magnetic Declination  
May, 2004  
15° Westerly

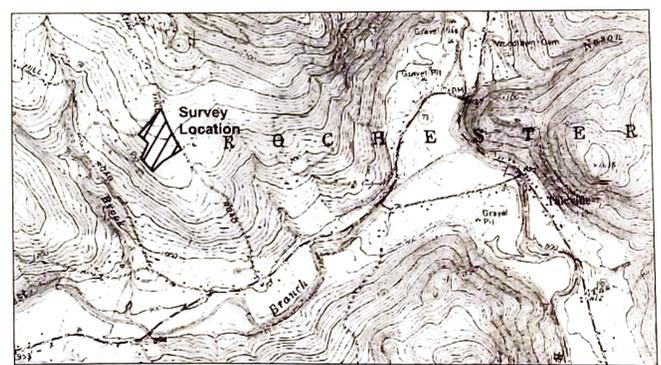
**Notes -**

1. This survey represents a subdivision of all and the same land conveyed to Andres L. Mignucci and Maria Mignucci on Jan 16, 1989 by a warranty deed recorded in book 51, pages 511-512 of the Rochester land records.
2. This survey was by total station traverse. Bearings are with respect to approximate magnetic north and are intended only to show angular relationship between courses shown.
3. Reference is had to a survey map of Norman R. Smith, Inc. dated Dec. 14, 1982, Plat No. 162-506-82 entitled, "A Portion of the Winston and Mae Ainsworth Farm, Rochester, Vermont."
4. The surveyed parcels are subject to the conditions of Vermont Wastewater Disposal and Potable Water Supply Permit WW-3-0774, dated June 22, 2003.
5. Boundaries along Town Highway No. 33 are 1.5 rods from the traveled center line. The land for T.H. No. 66 is a 50 foot wide strip of land conveyed fee simple by a warranty deed from Great Hawk Corporation to the Town of Rochester dated February 22, 1971 and recorded in Book 34, Pages 164-166 of the Rochester land records. The deed describes the center line of the 50 foot wide strip beginning approximately 30 feet north of the boundary of what is now Mignucci land at Austin Hill Road and running on a bearing which is approximately parallel to the boundary southwest to the Mignucci west boundary line.

**Certification -**

This survey plat is based on information described in the survey notes and depicted on the drawing. Survey measurements were by a total station traverse with accuracy measurements conforming with the requirements of a suburban class survey as defined in the standards for the practice of surveying effective October 11, 1999. This survey conforms with the requirements of §1403 of Title 26 V.S.A. Chapter 17 for the composition of survey plats.

*Ralph J. Michael*  
Ralph J. Michael, Vt. L.S. No. 130



**Location Key**  
SCALE: 1" = 2000'

**Legend**

Property Line	---
Parcel Division	---
Approximate Highway Right - of - Way	---
Stone Wall	---
Wire Fence	---
Boundary Point	O
Iron Pin Set	IPS
Proposed Well	⊙
Proposed Primary Leach Field	P
Proposed Replacement Area	R

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD Sept 16 A.D. 20 04  
AT 9 O'CLOCK 30 MINUTES AM  
AND RECORDED IN BOOK 3 PAGE 35  
ATTEST Ma. P. Stain TOWN CLERK  
1057

**MICHAEL ENGINEERING COMPANY, P.C.**  
Engineers and Land Surveyors  
16 Bridge Street, Ludlow, VT 05149 • 802-228-3777 • Fax: 802-228-4777 • mecopc@ludl.tds.net

**Division of Lands of**  
**Andrés Mignucci and Maria Mignucci**

LOCATION: Rochester (Windsor County), Vermont

Scale: 1" = 100'

50 40 30 0 50  
M  
F 100 50 0 100 300

SURVEY:	RJM, JRM, DBV	DRAWN:	JRM		
CHECKED:	RJM	DWG. NO.:	99-90.1	PROJ. NO.:	99-90
REVISED:		DATE:	JUNE 14, 2004		



## State of Vermont

### WASTEWATER DISPOSAL AND POTABLE WATER SUPPLY PERMIT

WW-3-0774

(PIN#NS01-0193)

#### LAWS/REGULATIONS INVOLVED:

Environmental Protection Rules  
Chapter 1 and Chapter 21, Appendix A, Part 11

LANDOWNER: Andres & Maria Mignucci  
ADDRESS: PO Box 366674  
San Juan, Puerto Rico 00936-6674

This project consisting of reconfiguring the lot line for a previously approved four (4) lot subdivision (lot #2 of 4.37 +/- acres, lot #3 of 3.10 +/- acres and lot #4 of 5.40 +/- acres) and also lifting DE-3-2470 on lot #1 of 3.13 acres, located on Austin & Maple Hill Roads in Rochester, Vermont is hereby approved under the requirements of the regulations named above subject to the following conditions:

1. The project shall be completed as shown on nine (9) sheets of plans prepared by Ralph J. Michael, P.E. titled:
  - A. "Subdivision Plan (sheet 2 )," dated 6/24/03, latest revision dated 7/15/03
  - B. "Site Plan...for Lot #1 (sheet 3 )," dated 6/24/03, latest revision dated 7/15/03
  - C. "Site Plan...Lots #2 & #3 (sheet 4)," dated 6/24/03, latest revision dated 7/15/03
  - D. "Design Basis...Lot #2 & #3 (sheet 5)," dated 6/24/03
  - E. "Site Plan...Lot #4 (sheet 6)," dated 6/24/03
  - F. "Specifications...Lot #1, #2, #3& #4 (sheet 7)," dated 6/24/03
  - G. "Water Monitor Graphs (sheet 8)," dated 6/24/03
  - H. "Water Monitor Graphs (sheet 9 )," dated 6/24/03
  - I. "Water Monitor Graphs (sheet 10)," dated 6/24/03which have been stamped APPROVED by the Wastewater Management Division. No changes shall be made to the approved plans without prior written approval from the Wastewater Management Division.
2. A copy of the approved plans and this permit shall remain on the project during all phases of construction and, upon request, shall be made available for inspection by State or local personnel.
3. Each prospective purchaser of any portion of the subdivision shall be shown a copy of the approved plot plan and the Permit before any written contract of sale is entered into.
4. This permit does not relieve you, as applicant, from obtaining all applicable approvals that may be required from the Act 250 District Environmental Commission, the Department of Labor and Industry, the Department of Health, State Wetlands Program and other State Agencies or the Town prior to construction.

5. Each lot has been reviewed and is approved for the construction of one single family residence, with maximum three (3) bedrooms and maximum of six (6) person occupancy on the approved lots #1- #3, and with maximum six (6) bedrooms and maximum of eleven (11) person occupancy on the approved lot #4. Construction of additional buildings, including public buildings, single family residences, duplexes and condominium units, is not allowed without prior review and approval by the Division of Wastewater Management, and such approval will not be granted unless the proposal conforms to the applicable laws and regulations.
6. The conditions of this permit shall run with the land and will be binding upon and enforceable against the permittee and all assigns and successors in interest. The permittee shall be responsible for recording this permit and the NOTICE OF PERMIT RECORDING in the Rochester Land Records within thirty (30) days of receipt of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
7. This permit shall in no way relieve you of the obligations of Title 10 Chapter 48, Subchapter 4, for the protection of groundwater.
8. Each lot is approved for the on-site water supply from a drilled or percussion well provided that the well is located as shown on the plans. The well shall be installed and properly sealed into bedrock. All isolation distances and construction standards as set forth in Environmental Protection Rules, Chapter 21, part 11 (Small Scale Water Systems), effective September 24, 1992, shall be adhered to.
9. The wastewater disposal system (s) shall be constructed as shown on the APPROVED plan(s) and shall be operated at all times in a manner that will not permit the discharge of effluent onto the surface of the ground or into the waters of the State. No construction (buildings, roads, water lines, etc.) that might interfere with the installation or operation of the sewage disposal field or its replacement area is permitted. All isolation distances as set forth in Environmental Protection Rules shall be adhered to.
10. The corners of the primary and replacement leachfield areas as shown on the approved plan (s) shall be staked out by a Vermont registered professional engineer prior to any construction on this project.

11. **This permit shall not be valid for the completed wastewater and water systems until the Secretary receives a signed and dated certification from a Vermont registered professional engineer or the installer (if the system is no classified as a site modification) that states: "I hereby certify that the installation-related information submitted is true and correct and that in the exercise of my reasonable professional judgment, the wastewater and water systems have been installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests." The wastewater and water systems inspection certification(s) shall be completed prior to occupancy of the project and the inspection certification statement(s) shall be submitted to the Springfield Regional Office and submitted to the municipality for filing within 30 days of the final inspection.**
12. The proposed wastewater disposal area(s) and water supply location shall be accurately flagged with the flagging being maintained until all construction of the project, including wastewater system and water system, home, driveway, etc. has been completed.
13. Potential future replacement leachfield sites have been identified on the approved plans. All required isolation distances shall be maintained for these sites. If the wastewater system and/or water system serving these lots fail, a revised permit shall be obtained from the Wastewater Management Division prior to installing any replacement wastewater system or water system.
14. This permit shall supersede Deferral of Permit #DE-3-2470 dated 6/19/02, thereby rendering it null and void.
15. In the event of a transfer of ownership (partial or whole) of this project, the transferee shall become permittee and subject to compliance with the terms and conditions of this permit.
16. By acceptance of this permit the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with the permit.

WASTEWATER DISPOSAL AND POTABLE WATER SUPPLY PERMIT #WW-3-0774  
MIGNUCCI  
PAGE FOUR

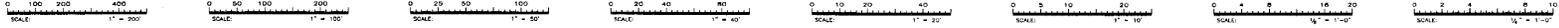
JEFFREY WENBERG, COMMISSIONER  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION

DATE: June 22, 2003

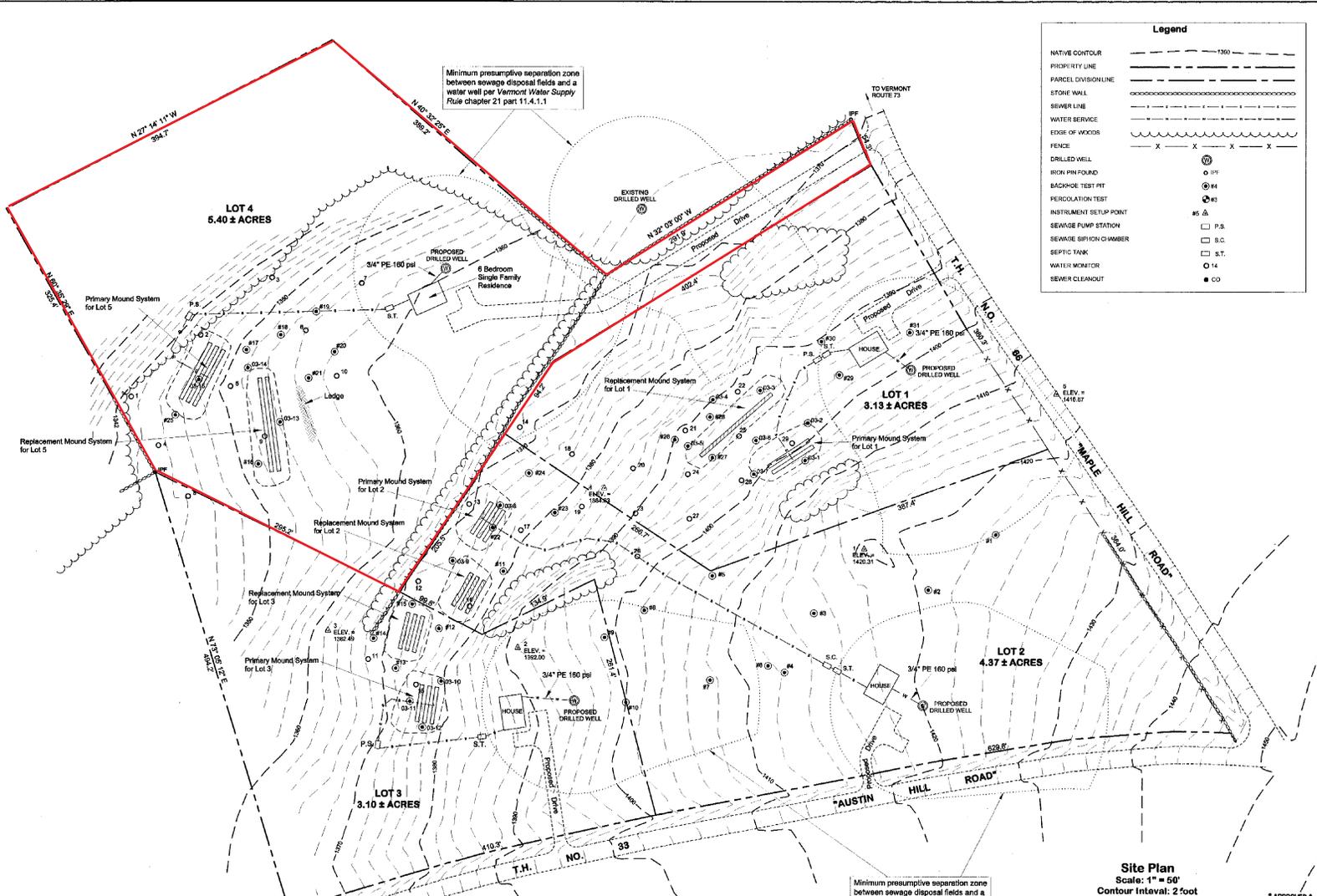
BY   
ASSISTANT REGIONAL ENGINEER  
TERENCE P. SHEARER

/ts

Copies: Rochester Town Planning & Board of Selectmen  
Ralph J. Michael, P.E.  
Roger Thompson, Jr., Regional Office Programs Manager



IF THIS SHEET IS NOT 24" X 36" IT IS A REDUCED PRINT - SCALE ACCORDINGLY



**Legend**

- NATIVE CONTOUR: --- 100
- PROPERTY LINE: - - - - -
- PARCEL DIVISION LINE: - - - - -
- STONE WALL: ○ ○ ○ ○ ○
- SEWER LINE: - - - - -
- WATER SERVICE: - - - - -
- EDGE OF WOODS: ~ ~ ~ ~ ~
- FENCE: X X X X X
- DRILLED WELL: (W)
- IRON PIN FOUND: (IPF)
- BACKHOE TEST PIT: (BT)
- PERCOLATION TEST: (PT)
- INSTRUMENT SETUP POINT: (ISP)
- SEWAGE PUMP STATION: (P.S.)
- SEWAGE SIPHON CHAMBER: (S.C.)
- SEPTIC TANK: (S.T.)
- WATER MONITOR: (W.M.)
- SEWER CLEANOUT: (C.O.)

**Proposed Division of Land of  
Andrés & Maria Mignucci**  
Austin Hill Road and Maple Hill Road  
Rochester, Vermont

DRAWN BY: DBV  
CHECKED: RJM  
APPROVED:



CONSULTANTS:  
  
**MICHAEL ENGINEERING COMPANY, P.C.**  
Engineers and Land Surveyors  
10 Bridge Street, Ludlow, VT 05149 • 802-258-3777 •  
Fax: 802-258-4777 • mecpco@att.net

NO.	DESCRIPTION	DATE
1	Locate test pits 03-1 through 03-15	7/15/2003

**REVISIONS**

I hereby certify that the design-related information submitted with this application is true and correct, and that, in the exercise of my reasonable professional judgment, the design included in this application for a permit complies with the Vermont Wastewater System and Potable Water Supply Rules and the Vermont Water Supply Rules.

*Michael Mignucci*

**Subdivision Plan**

SCALE: As Shown	PROJECT NO.: 99-90	SHEET NO.: 2
APPROVED BY: <i>Michael Mignucci</i>	DATE: 6/4/2003	
DATE: 7/17/03		
Andrés and Maria Mignucci		

**Required Minimum Separation Distances For Water Source**

(Horizontal Distance (ft=ft))  
(or Use All of Table A in A-11-6 of Vermont Water Supply Rule)

Roadway, Flanking Lot	25
Driveway (< 3 Residences)	15
Subsurface Wastewater Piping and Related Tanks	50
Property Lines	10
Surface Water	10
Buildings	10

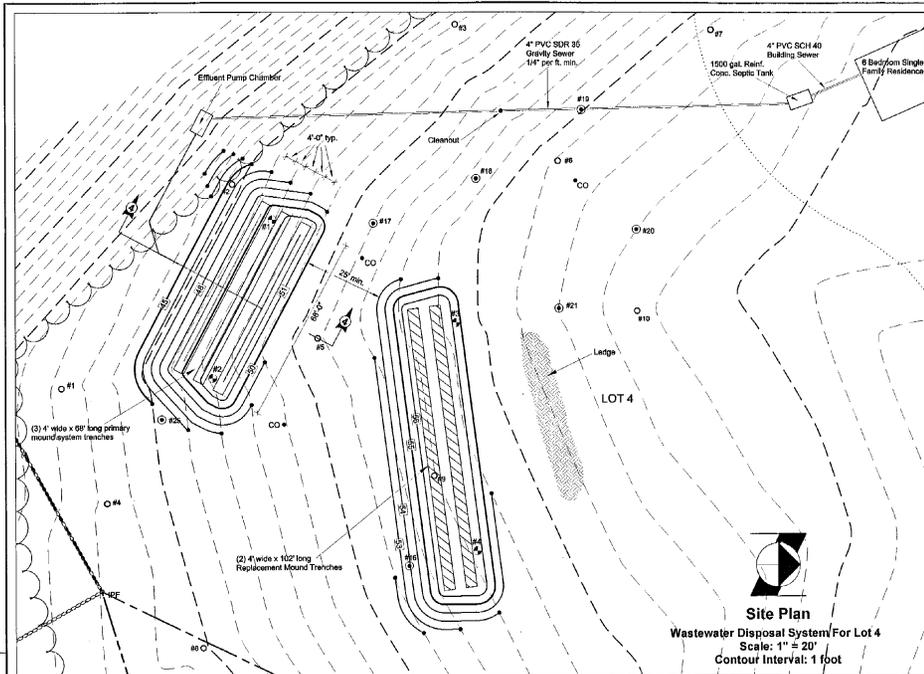
**Site Plan**  
Scale: 1" = 50'  
Contour Interval: 2 foot



\* APPROVED \*  
Department of  
Environmental Conservation  
Approved By: *Michael Mignucci*  
Permit #: 155-2-0774  
DATE: 7-17-03



IF THIS SHEET IS NOT 24" X 36" IT IS A REDUCED PRINT - SCALE ACCORDINGLY



### Design Basis - for Wastewater Disposal System

Design Use: single family residence with 8 bedrooms  
 5 bedrooms @ 2 people per bedroom and 1 bedroom @ 1 person = 11 people  
 Design Flow: 11 people @ 70 gpd/person = 770 gpd  
 Allowed application rate = 1.0 gpd/sq ft.  
 Required absorption area = Design Flow / application rate = 770/1.0 = 770 sq ft  
 Required length of 4' wide trench = 770/4 = 193 ft.  
 Construct (3) 4' wide x 66' long trenches  
 Provided absorption area = 3 x 4 x 66 = 816 sq ft O.K.  
 Septic Tankage Required = 770 x 1.5 = 1155 gal. Liquid capacity  
 Provide a 1500 gal. liquid capacity septic tank  
 Pressure Distribution System  
 Manifold to be 2" PVC SDR 26 from pump chamber to each field  
 Lateral to be 2" PVC SCH 40 with solvent weld joints  
 Orifices to be 3/4" diam. for trench #1 and #2, 3/8" diam. for trench #3  
 Orifices to be spaced @ 5'-0" on center  
 Total system to have (24) 3/4" diam. orifices and (12) 3/8" diam. orifices  
 Discharge Computations  
 Discharge per orifice (2) = 7.48 x CA x 2gh<sup>0.5</sup>  
 Where: C = 0.62  
 h = acceleration due to gravity = 32.2 ft./sec.<sup>2</sup>  
 h = maintained head (assume 4' at highest trench)  
 Q = 7.48 x 0.62 x 0.000192 x (231840 + 6.04)<sup>0.5</sup> = 1.95 gpm per orifice for trench #1  
 Q = 7.48 x 0.62 x 0.000192 x (231840 + 5.03)<sup>0.5</sup> = 0.96 gpm per orifice for trench #2  
 Q = 7.48 x 0.62 x 0.000295 x (231840 + 4.00)<sup>0.5</sup> = 1.00 gpm per orifice for trench #3  
 Total trench field flow = (11.95 x 12) + (0.96 x 12) + (1.00 x 12) = 36.2 gpm  
 Flow through drain back orifices = 3.92 gpm and 3.70 gpm  
 Total system flow = 36.2 + 3.92 + 3.70 = 43.8 gpm  
 Total Dynamic Head  
 Elevation head = invert elevation - pump-off  
 = 1348.2 - 1331.0 = 17.2' for trench #1  
 = 1348.1 - 1331.0 = 17.1' for trench #2  
 = 1350.1 - 1331.0 = 19.1' for trench #3  
 Pipe friction loss  
 in pump station = 38' equiv. len. 2" PVC @ 39.8 gpm = 1.17 ft.  
 pump station to tee = 60' equiv. len. 2" PVC @ 36.2 gpm = 2.05 ft.  
 tee to trench #1 = 10' equiv. len. 2" @ 20.6 gpm = 0.12 ft.  
 tee in trench #2 to tee in trench #3 = 10' equiv. len. 2" @ 12.1 gpm = 0.05 ft.  
 Frisee and fittings  
 trench #1: 10' equiv. len. 2" PVC @ 12.6 gpm + 7' equiv. len. 2" PVC @ 8.3 gpm = 0.08 ft.  
 trench #2: 10' equiv. len. 2" PVC @ 11.5 gpm + 7' equiv. len. 2" PVC @ 5.7 gpm = 0.07 ft.  
 trench #3: 6' equiv. len. 2" PVC @ 12.1 gpm + 7' equiv. len. 2" PVC @ 8.0 gpm = 0.05 ft.  
 Head loss summary  

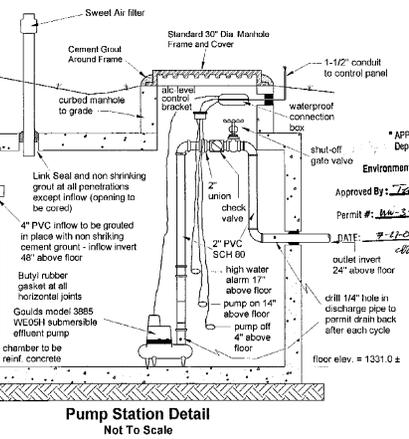
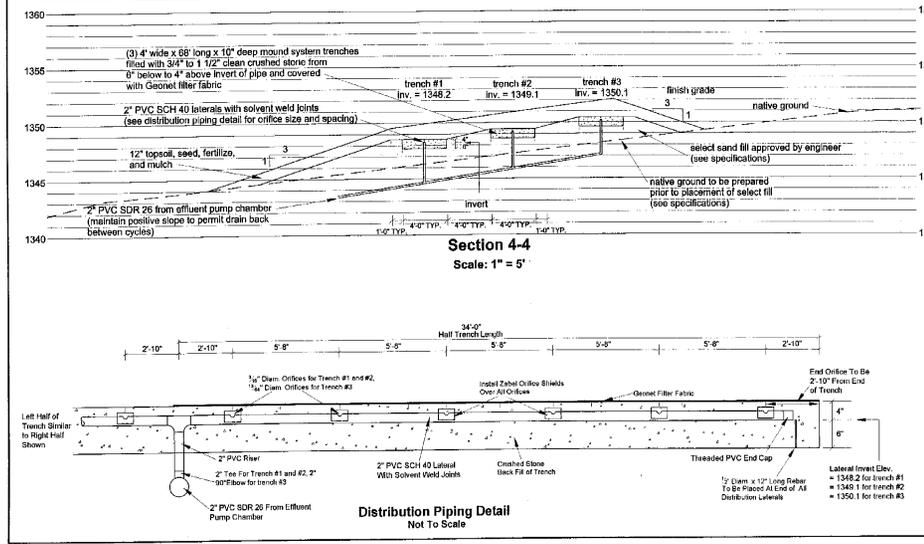
Trench #1	Trench #2	Trench #3
Elevation head	17.20'	18.10'
Manifold head loss	3.22'	3.31'
Pipe and fittings loss	0.08'	0.07'
Maintained head	6.04'	5.03'
Total Dynamic Head	26.5 ft.	26.5 ft.

 Pump Selection  
 Goulds model 3885 WE05H 1/2 hp submersible effluent pump will discharge 44 gpm at a 27 ft. TDH  
 Pump Chamber Design  
 Size of chamber 5' inside depth x 8' long x 4' wide (inside dimensions)  
 Liquid capacity per ft. of depth = 8 x 4 x 7.48 = 239.4 gal  
 Dosing volume per cycle = Design Flow / distribution line volume (2' x 100')  
 770/4 + (0.16 gal./ft. x 100 ft.) = 209 gal/cycle  
 Required depth between pump on and pump off floats  
 209 gal./cycle / 239.4 gal./ft. = 0.87, say 10"  
 Float settings (above floor level)  
 pump-off: 4"  
 pump-on: 14"  
 alarm-on: 17"  
 Pump discharge cycles per day = design flow / (discharge volume per cycle - drainback)  
 = 770 gpd / (10/12 x 239.4 gal. - 16 gal.) = 4.2 x O.K.  
 Dose volume = discharge per cycle - drain back = 200 - 16 = 184 gal  
 distribution network volume = 0.16 gal./ft. x 100 ft. = 16 gal.  
 ratio = 184 / 16 = 11.5 > 5 O.K.  
 Emergency storage above alarm  
 Chamber depth - alarm activation level = 60" - 17" = 43"  
 Available storage volume = 43/12 x 239.4 = 858 gal.  
 Storage required = 770 gal. O.K.

### Design Basis - For Water Supply System

Average Day Demand (ADD): 770 gpd  
 Maximum Day Demand (MDD): 1.07 gpm  
 Instantaneous Peak Demand (IPD): 5 gpm for single family residence  
 Source capacity: Well to be drilled for minimum 5 gpm  
 Pump capacity: To be sufficient to provide IPD of 5 gpm  
 Operating pressure range: 30 to 50 psi at pressure tank  
 Flood plain: Drilled well location is above any flood plain  
 Water well shall be in consolidated bedrock formation and shall be constructed by a Vermont Licensed well driller in accordance with Vermont chapter 21 water supply rules part II.

Section 4-4  
Scale: 1" = 5'



Proposed Division of Land of  
**Andrés & Maria Mignucci**  
 Austin Hill Road and Maple Hill Road  
 Rochester, Vermont

DRAWN BY: DBV  
 CHECKED BY: RJM  
 APPROVED:



CONSULTANTS:  
  
**MICHAEL ENGINEERING COMPANY, P.C.**  
 Engineers and Land Surveyors  
 19 Bridge Street, Lunenburg, VT 05149 • 802-899-3777 •  
 Fax: 802-239-4777 • mcepc@tdi.net

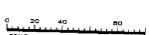
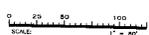
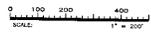
NO. DESCRIPTION DATE

REVISIONS

I hereby certify that the design-related information submitted with this application is true and correct, and that, in the exercise of my reasonable professional judgment, the design included in this application for a permit complies with the Vermont Wastewater System and Potable Water Supply Rules and the Vermont Water Supply Rules

APPROVED: Department of Environmental Conservation  
 Approved By: *[Signature]*  
 Permit #: *W-3-1725* Site Plan, Profile, Details, Design Basis - Wastewater Disposal System for Lot 4  
*John Long*

SCALE: As Shown  
 PROJECT NO.: 99-90  
 SHEET NO.: 6  
 DATE: 6/4/2003  
 Andrés and Maria Mignucci



IF THIS SHEET IS NOT 24" x 36" IT IS A REDUCED PRINT - SCALE ACCORDINGLY

**Specifications - Wastewater Disposal System**

**I. Building Sewer**

A. These plans and specifications are for the building sewer from a point 5 feet outside the building foundation to the septic tank. All building sewers placed under a concrete slab and through a concrete wall to at least 5 feet outside of a concrete wall shall be PVC SCH 40 with solvent weld joints.

B. If a clean out is not planned or does not exist inside the building basement or slab a clean out shall be installed outside within 5 feet of the building foundation. The building sewer shall be placed on an undisturbed soil bed or a compacted granular soil bed with a uniform gradient between the clean out and septic tank. The minimum gradient shall be 0.25 inch per foot and the pipe shall be covered a minimum of 3 feet. Where building sewers cross under driveways or parking areas the minimum depth of soil cover without insulation shall be 5 feet.

**II. Septic Tank**

A. Septic tanks shall be pre cast reinforced concrete with a liquid capacity shown on the plans. The minimum wall thickness of septic tanks shall be 3 inches of 4,000 psi concrete. Steel reinforcement shall be adequate to facilitate handling and to support soil pressures normally encountered. Septic tanks shall not be placed under traveled areas except where shown on the plan and only when specially designed to withstand design loads.

B. The distance between the inflow invert and the liquid level of the tank shall be at least 3 inches and the distance between the inside of the tank and the liquid level shall be equal to approximately 20 percent of the liquid depth. A cast-in-place vented concrete inlet baffle shall be provided to a depth of at least 6 inches but not more than 12 inches below the liquid level. A castron tee may be used in lieu of a concrete baffle.

C. The septic tank shall include an effluent filter approved by the Agency of Natural Resources. The filter shall prevent passage of solids larger in size than 1/8th inch.

D. Septic tanks shall be placed within one inch of being level on an undisturbed soil bed or on a compacted granular soil bed as directed by the engineer. Back fill of the septic tank shall be accomplished in 6 inch mechanically compacted lifts, especially at the inlet and outlet ends of the tank. The first 5 feet of sewer pipe at both inlet and outlet of the tank shall be cast iron.

E. Access to both inlet and outlet compartments of the tank shall be provided by means of either a removable cover or a manhole of at least 16 inches in diameter. The outlet shall have a manhole access to grade with a tight fitting cover to prevent entry by children.

**III. Effluent Sewer**

A. All gravity sewers shall be of the type shown on the plans. Where PVC gravity sewer is shown on the plans it shall conform to ASTM D3034 for SDR 35. The PVC resin compound shall conform to ASTM D1784 and rubber rings shall conform to ASTM D3212 and F477.

B. Effluent sewers with clean outs shall be laid as straight as practicable between clean outs. No joints shall deflect more than 5 degrees and sections of pipe between joints shall not be deflected at all. Not more than one 45 degree bend shall be permitted between clean outs. A clean out shall be placed at all locations shown on the plan. The length of pipe between clean outs shall not exceed 100 feet.

C. All clean outs shall consist of a wye branch with a one-eighth bend and a vertical length of 4 inch diameter pipe.

D. A threaded or compression type ring clean out cover shall be used at the top of the clean out pipe where it is to be flush with finish ground or slightly covered below finish grade. A PVC end cap may be used in lieu of a clean out cover where the clean out extends at least 6 inches above finish ground.

**IV. Pump Station**

A. The effluent pump station shall be constructed in accordance with the plans. The chamber shall be set level at the location and elevation shown on the plans. The pump, control and alarm shall be tested by the engineer and found to be in accordance with the plans and specifications prior to acceptance by the owner.

B. A watertight control panel shall be provided with an audio and visual alarm activated by the high water control switch. The visual alarm shall consist of a flashing red light and shall be mounted at a location clearly visible from the route of access to the building served by the wastewater disposal system.

**V. Dosing Siphon Chamber**

A. The dosing siphon shall be model 313 cast-in-place in a rectangular reinforced concrete chamber with liquid drawdown volume of 277 gallons as shown on the plans. The siphon and chamber shall be equivalent to Fluid Dynamics model number 313 set in a #1 dosing chamber as manufactured by Camp Precast Concrete Products of Milton, Vermont.

B. The siphon chamber shall be set level with the floor elevation shown on the plan. The chamber shall be set on undisturbed earth or a crushed stone base so that the inside floor does not vary by plus or minus one-eighth inch from the mean elevation point.

C. The discharge pipe from the siphon to the leach field shall be of the type and size shown on the plan. Schedule 40 pipe shall be connected with solvent weld joints.

D. After installation is complete the siphon is started by filling the tank until the liquid covers the dome and vent piping. The presence of air bubbles rising to the surface indicate an air leak in the siphon or discharge piping. If air bubbles occur the leaks shall be repaired and the siphon again tested.

**VI. Mound**

A. All items within 10 feet of the toe of slope of the mound shall be cut off flush at ground level and removed from the mound site. The area shall then be plowed to a depth of 7 to 8 inches with the plow, turning the soil upside down. F urrows shall be parallel to the land contour. Plowing shall be accomplished during a period of dry weather and scheduled so the fill material can be placed immediately.

B. Select fill shall be placed to the grades shown on the plan. Fill shall be dumped at one end of the area and pushed with a bulldozer or excavator backhoe to a depth of 12 inches keeping a minimum 24" lift of material. Rubber tired vehicles and equipment shall not be permitted to travel directly on the plowed soil or fill material. The discharge pipe from the dosing device to the trenches or bed shall be placed prior to or in conjunction with the placement of the select fill. Select fill shall be sand texture with one of the following gradations:

- a) 85% to 100% passing the no. 10 sieve  
25% to 75% passing the no. 40 sieve  
0% to 30% passing the no. 60 sieve  
0% to 10% passing the no. 100 sieve  
0% to 5% passing the no. 200 sieve
- b) 85% to 100% passing the no. 4 sieve  
80% to 100% passing the no. 8 sieve  
50% to 85% passing the no. 16 sieve  
25% to 60% passing the no. 30 sieve  
10% to 30% passing the no. 50 sieve  
2% to 10% passing the no. 100 sieve
- c) 85% to 100% passing the no. 10 sieve  
30% to 50% passing the no. 40 sieve  
0% to 10% passing the no. 200 sieve

C. The engineer shall be notified at least 48 hours in advance to preparation of the site and placement of select fill. Prior to delivery of select fill to the site the contractor shall have a sample from the source analyzed and successfully passing the gradation requirements. A written laboratory report of the results of all samples tested shall be supplied to the engineer before the select fill is delivered to the site.

D. The bed or trenches shall be excavated to a depth of 10 inches below the elevation of the top of the select fill as shown on the plan. The crushed stone shall be placed to a depth of 6 inches and the distribution piping installed as shown on the plan.

E. Upon completion of installation of the distribution piping and dosing device and prior to placement of crushed stone to cover the piping, the system shall be tested in the presence of the engineer. The test shall be performed in accordance with the procedure described. After the engineer has approved the test results, all pipes shall be back filled and the entire mound shall be covered with topsoil as shown on the plan. Top soil shall be placed with a bulldozer or excavator backhoe to a depth of 12 inches on all side slopes and crowned to a depth of 18 inches along the centerline of the mound. Prior to placement of topsoil the separate layer of filter fabric shall be placed over the crushed stone.

F. The entire area of the mound and all areas disturbed during construction shall be hand raked and seeded and mulched with straw covered to be applied at a minimum rate of 60 lbs. per acre and mulch at 2 tons per acre.

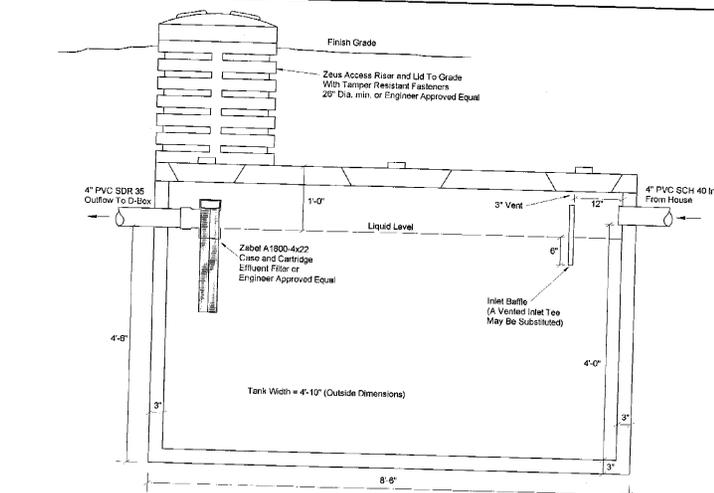
**VII. Note for Testing Pressure Distribution System**

Prior to covering with crushed stone, the completely assembled distribution system shall be tested in the presence of the engineer as follows:

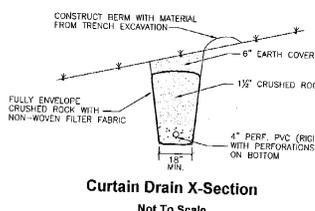
- A. The pump station, dosing siphon, forced sewer, manifold and all laterals shall be completely assembled and all joints solvent welded together.
- B. The laterals shall be inserted into the riser tees with orifices pointing upward.
- C. The pump chamber shall have clear water added to enable the test to run for at least 5 minutes. The siphon chamber shall have clear water added to enable the test to run for 1 cycle.
- D. The column of water from each orifice shall be observed and measured.
- E. The height of all water columns shall be close to equal to the discharge rate does not differ by more than 10 percent between any two orifices. If any portion of the distribution system fails to meet this requirement corrections shall be made and the test repeated until all portions pass the test.
- F. Upon successful completion of the test. The remaining stone, filter fabric, and topsoil can then be placed.

**VIII. Note To Installer**

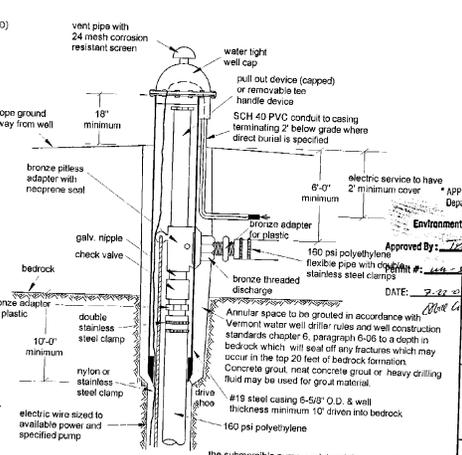
The installer of the wastewater disposal system and water supply system shown on these plans shall notify the designer who prepared these plans to arrange for progress inspection of the work. Such notice shall be at a minimum 2 week days prior to anticipated commencement of work so a preconstruction conference between the designer and installer can be scheduled.



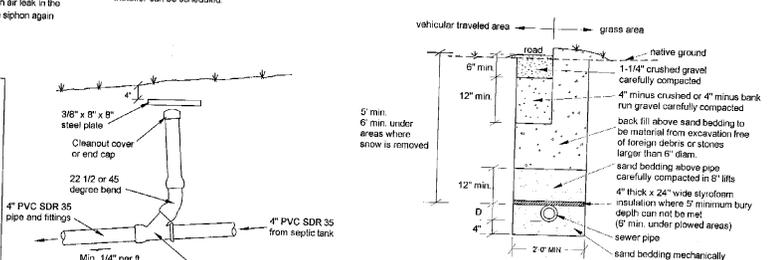
**1000 Gal. Reinf. Conc. Septic Tank Detail  
For Lots 1, 2, and 3  
Not To Scale**



**Curtain Drain X-Section  
Not To Scale**



**Water Well Detail  
Not To Scale**



**Typical Cleanout  
Not To Scale**

**Typical X-Section  
Not To Scale**

**Minimum Isolation Distances**

Item	Disposal field	Septic tank	Sewer
Drilled well	50	50	50
Lake and pond impoundment - standing water	50	25	25
River, streams	50	25	10
Drainage swales, roadway ditches	25	0	0
Main or municipal water lines	25	0	0
Service water lines	25	25	0
Highways, driveways, parking lots	10	0	0
Top of embankment, or slope greater than 30%	25	10	10
Property line	10	10	10
Trees	10	10	10
Other disposal field or replacement area	10	10	0
Foundation, footing drains, curtain drains	35	10	0
Suction water line	100	50	50

a) see presumptive isolation zone on plan  
b) see Vermont Water Supply Rule

Proposed Division of Land of  
**Andrés & Maria Mignucci**  
Austin Hill Road and Maple Hill Road  
Rochester, Vermont

DRAWN BY: DBV

CHECKED: RJM

APPROVED:



**MICHAEL ENGINEERING COMPANY, P.C.**  
Engineers and Land Surveyors  
18 Bridge Street, Lamoine, VT 05148 • 802.888.3777 •  
Fax: 802.888.4777 • www.mec-engineers.com

NO.	DESCRIPTION	DATE
1	REVISIONS	

I hereby certify that the design-related information submitted with this application is true and correct, and that, in the exercise of my reasonable professional judgment, the design included in this application for a permit complies with the Vermont Wastewater System and Potable Water Supply Regulations and the Vermont Water Supply Rules Department.

Environmental Conservation  
Approved By: [Signature]  
DATE: 7-27-95

Specifications, Details -  
Water and Wastewater Disposal Systems  
for Lots 1, 2, 3, and 4

SCALE: As Shown

PROJECT NO.: 99-90

DATE: 6/4/2003

SHEET NO.: 7

Andrés and Maria Mignucci

RECEIVED APR 16 2023

Town of Rochester  
PO Box 238  
67 School Street  
Rochester, VT 05767

LOT 4

Fee \$50.00  
Cash/Check # # 208  
Payment Received 50.00

Permit for Driveway Construction

Applicant ANDRES L. MIGNUCCI

Telephone 203-257-8623

Address 14 ARROWHEAD ROAD  
WESTPORT, CT 06880

Permission is hereby requested to perform construction within the right-of-way on the public highway known as Town Highway # 66 known as GREAT HAWK ACCESS Road/Street

The undersigned agrees that the construction will be accomplished in a manner which does not affect the grade of the highway, obstruct the ditch, culvert or drainage course that drains the highway, or divert the flow of water onto the highway right-of-way unless specifically permitted to do so as noted herein.

The undersigned further agrees that a 15" culvert minimum, if at all necessary, will be used in the present ditchline, that the driveway to be constructed will enter the right-of-way at an elevation not higher than that of the shoulder of the highway, and that the driveway to be constructed shall not exceed 5% grade per 20 feet from the edge of the traveled portion of the road, and the angle that the driveway enters the road shall be determined by the Selectboard who, in their determination, will be guided by safe and practical ingress and egress to the town highway.

Culvert inlets and outlets will have headwalls constructed, if necessary, that will alleviate the washing of driveway gravel into the Town ditchline.

The undersigned also agrees to maintain the crown of driveway in such a manner that will direct water flows to driveway ditchlines which will alleviate the washing of driveway materials onto town highways.

The undersigned agrees to contact the Rochester Highway Department at least 3 days prior to construction, and again upon completion of construction.

It is the responsibility of applicant to furnish all traffic control necessary to complete this construction project in a safe and responsible manner.

Diagram and description of construction to be performed (use separate sheet if necessary)

ACCESS TO LOT # 4 IN THE LOT SUBDIVISION PREPARED BY MICHAEL ENGINEERING COMPANY, REGISTERED MAP BOOK 3, PAGE 38. ACCESS TO LOT # 4, AS ILLUSTRATED IN LOT SUBDIVISION PLAT, ACCESS TO LOT # 4 IN FRONT OF ACCESS <sup>ACROSS THE STREET,</sup> TO COMMON LAND AND PROPERTY # 3A ACCESS ROAD.

BY [Signature] POA  
Applicant Signature FOR ANDRES L. MIGNUCCI

4-3-23  
Date

Approved with conditions attached at 4/24/23 SB Meeting

The 2 proposed Drive way cuts  
off the access Rd.

I Found the town Rd Ditch  
is adequate For storm water Run off,  
But is not adequate to accept a 15"  
culvert.

The applicant will have to  
Ditch the Town Rd in order to make  
the storm water run off system  
work properly.

John M. Chign

VERMONT WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Marion M. Ainsworth, Widow, of Rochester in the County of Windsor and State of Vermont, GRANTOR, in the consideration of One Dollar and Other Valuable Consideration paid to my full satisfaction by Andreas L. Mignucci and Maria Mignucci, husband and wife of San Juan, Puerto Rico, GRANTEES, by these presents do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said GRANTEES, Andreas L. Mignucci and Maria Mignucci, as husband and wife, and their heirs and assigns forever, a certain piece of land in Rochester in the County of Windsor and State of Vermont, described as follows, viz:

Being a parcel of 16 acres, more or less, located on the westerly side of Town Highway 33, also known as the Austin Hill Road, and being a portion of the land and premises conveyed to me and my late husband, Winston D. Ainsworth, by the Warranty Deed of Mildred L. Dorman, dated April 8, 1952 and recorded in Book 32, Page 47 of the Land Records of Rochester, Vermont, together with a certain right of way conveyed to me by the deed of Jerome M. and Zelda Naftalis dated November 10, 1986 and recorded in Book 48 Page 397 of the said Rochester Land Records. Reference may be had to the afore mentioned deeds, prior deeds therein sited and to the Land Records of Rochester, Vermont, in aid of this description.

The parcel herein conveyed is bounded and described in accordance with a survey map of Norman R. Smith, Inc., dated December 14, 1982, Plat No. 162 506 82 entitled "A Portion of the Winston and Mae Ainsworth Farm Rochester, Vermont" as follows:

Beginning at an iron pin set in the westerly sideline of said Austin Hill Road at its intersection with the southeasterly sideline of Town Highway No. 66 which iron pin is at the northeasterly end of a stone wall; thence south 56 degrees 35 minutes west along said stone wall to an iron pin set in a corner of stone walls which iron pin is easterly of another iron pin found in said Town Highway No. 66; thence the following three courses along stone walls marking the common boundary between this parcel and lands now or formerly of Hawk Mountain: First south 32 degrees 03 minutes 40 seconds east 291.9 feet to an iron pin set at corner of said stone walls, then south 40 degrees 32 minutes 25 seconds west 389.2 feet to an iron pin found at a junction of stone walls, and then south 27 degrees 14 minutes 11 seconds east 394.7 feet to an iron pin found in a junction of stone walls marking common boundary between this parcel and lands being retained by us; thence along stone wall north 60 degrees 35 minutes 29 seconds east 325.4 feet to an iron pin found in the southeasterly line of this parcel at a corner of stone walls being the common corner of my lands and lands now or formerly of Huntington; thence north 73 degrees 05 minutes 12 seconds east along said Huntington line 494.2 feet to an iron pin found in the westerly sideline of said Austin Hill Road; and thence along said

LAW OFFICE OF  
NORMAN S. CASE  
P. O. BOX 65  
BETHEL, VT 05032

westerly sideline of Austin Hill Road 1036 feet to the iron pin set at the point and place of beginning.

Winston D. Ainsworth died June 12, 1985.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said GRANTEEES, Andreas L. Mignucci and Maria Mignucci as tenant by the entirety to them and their heirs and assigns, to their own use and behoof forever; and I the said GRANTOR, Marion M. Ainsworth for myself and my heirs, executors and administrators, do covenant with the said GRANTEEES, Andreas L. Mignucci and Maria Mignucci 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: except as aforesaid and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as above mentioned.

IN WITNESS WHEREOF, I hereunto set my hands and seals this 16<sup>th</sup> day of January, 1989.

Jack R. Abell  
WITNESS

Marion M. Ainsworth .S.  
Marion M. Ainsworth

Guemary Ruzica  
WITNESS

STATE OF VERMONT  
RUTLAND COUNTY, ss.

At Rutland in said County this 16<sup>th</sup> day of January, 1989, Marion M. Ainsworth, personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me Jack R. Abell  
NOTARY PUBLIC

My Commission Expires: 2/10/91

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. Roc 89-2  
Signed F. D. D'Amelio, Clerk  
Date 1-17-89

RUCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD 1-17 A. D. 1989  
AT 8 O'CLOCK — MINUTES AM  
AND RECORDED IN BOOK 56 PAGE 511-12  
ATTEST Frances D'Amelio TOWN CLERK

PITIRRE DE HAWK OT SUBDIVISION  
PROTECTIVE COVENANTS

Andres and Maria Mignucci, owners of record of the premises in Rochester, Vermont, known as PITIRRE DE HAWK SUBDIVISION, does by these presents define, adopt, declare, record and publish the following protective covenants, which shall be binding upon the owner(s) of the building lots in said subdivision, as fully as though the same were set forth in detail in each conveyance and whether or not the same are specifically incorporated by reference in any conveyance of said lots.

The premises referred to are situated in the town of Rochester, Windsor County, State of Vermont, and are shown on a plat and plan drawings captioned ANDRES AND MARIA MIGNUCCI, Austin Hill Road and Maple Hill Road, Rochester, Vermont, prepared by Michael Engineering Company, P.C., Ludlow, Vermont, approved by the Department of Environmental conservation, the 22<sup>nd</sup> of July of 2003, Permit No. WW 3-0774, consisting of four (4) residential lots of 3.0 + acres each and numbered: Lot 1, Lot 2, Lot 3 and Lot 4, and duly recorded in the Land Records of the town of Rochester, Vermont, Book No. 73, Page 56-60, August 9, 2003

Each purchaser of each lot referred to in the Plan, upon purchasing said lot have acknowledged, accepted and declared that it is in their individual and mutual interest that each and all the covenants herein established shall run with the land and that each of the lots shall be, severally and jointly, subject to each of the covenants hereof, whether or not the same are specifically set forth at length in any instrument of conveyance or incorporated therein by reference.

1. Structure and Improvements Approval. No buildings, building addition, site alterations, or new construction of any nature may at any time be made by an owner until the architectural designs, site and landscape plans and specifications have been approved in writing by Architect Andres F. Mignucci-Giannoni, AIA, PO Box 366674, San Juan, PR 00936 or his successor or assignee. The architectural design of the buildings shall clearly conform to the alpine-type of design and construction characteristics prevailing in the Great Hawk Colony, to which the lots abut. The review of the design plans and specifications for approval shall take no longer than 45 days from the day of submittal. Failure to act within the 45 days shall constitute for all effects, an approval of the design plans and specifications.
2. Building and Professional Codes. Any and all construction, alterations, buildings or improvements shall conform in all respects to the applicable building, professional and trade codes then in effect in the state of Vermont or, in their absence, such national or other codes then nationally adopted, approved and used by building professions and trade.
3. Residential Use. An owner shall use a lot only for residential purposes, and each lot shall be restricted to a one-family dwelling use only, and only one single

*M*  
*MM*

garage of not more than a three-car capacity shall be erected or maintained on the premises.

4. Commercial Use. No commercial use of any nature whatsoever shall be conducted in any house and, or lots even if approved by any town, county or state agency.
5. Setback. No building or structure, or any part thereof, shall be erected on any of the said lots in the development the outside walls of which shall be less than fifty (50) feet from any street or road or fifty (50) feet from the side or rear boundary lines of the said lot nor shall any cesspool, septic tank, leaching basin or sewage disposal field be constructed within fifty (50) feet of the edge of any brook, streams or ponds.
6. Temporary Buildings. No dwelling house constructed on any of the lots shall be occupied unless and until it is completed, and no temporary buildings shall be occupied for dwelling purposes upon said lots during the constructions thereof. No dwelling house shall be occupied until a proper use permit has been issued.
7. Signs and Advertising. No signs of any type shall at any time be erected upon the premises and lots with the exception that a small sign not to exceed 72 square inches may be erected for the purpose of identify the name of the owner of the lot, and the number of the lot only, and for no other purpose, and there shall at no time be any physical advertising in the form of signs or otherwise, and for any purpose, used upon the premises.
8. Subdivision. None of the said lots shall be subdivided for the purposes of sale or any other purposes, even if approved by any town, county or state agency.
9. Trailers and Outbuildings. No house trailers, mobile homes, mobile units or other pre-fabricated, transportable units or homes shall at any time be placed upon or used upon the premises for any purpose whatsoever, whether or not the same are permanently affixed to the real estate or not.
10. Maintenance. The owner shall at all times maintain the premises in a clean, neat and presentable fashion and will not store or permit the accumulation of any debris, and will not at anytime dispose of any materials or articles by burning the same on the premises.
11. Construction Start Date. The purchaser of said lot shall start construction of the dwelling house within a period of three years (3) and completed within five (5) years after purchase of said lot unless otherwise extended by the architectural design consultant.
12. Utilities and Water. Andres and Maria Mignucci and Pitirre de Hawk Property development shall not be responsible or liable for the installation, maintenance

AM  
MM

and repairs for any utility, sewage or water lines on-site and off-site the lots, nor for the repair, construction or maintenance of any portion of the utility, sewage or water lines of the lots or other areas.

- 13. Animals. No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot, with the exception of dogs, cats and other domestic pets may be kept, provided they are not kept, raised or maintained for any commercial purpose and further, that no horses, may be kept on the lots. The keeping of dogs or cats shall be limited to two dogs and two cats per dwelling lot.
- 14. Enforcement. The burden of the covenants, agreements and restrictions set forth above, shall run with the lots and shall be construed as covenants real and shall continue for a period of thirty (30) years from the date of this instrument, and it may be extended for an additional term of thirty (30) years, by unanimous consent of the owner of record at said time. These protective covenants are intended to be for the benefit of the owners of any and all of the lots within the development. The covenants may be enforced by any lot owner against any violator severally or collectively.
- 15. Amendments and Modifications. The covenants, agreements and restrictions hereof may be amended, modified or repealed at any time by the unanimous consent of the then owners of record of the lots.
- 16. Validity. Invalidation of any one or more of the covenants or condition hereof by court order or judgment shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hands and seals this 2nd day of June, 2004.

Maria Mignucci  
MARTA MIGNUCCI

Andres L. Mignucci  
ANDRES L. MIGNUCCI

Genevieve Beauchamp  
WITNESS

COMMONWEALTH OF PUERTO RICO  
SAN JUAN COUNTY, ss.

At San Juan, Puerto Rico in said City, this 2nd day of June, 2004, Maria Mignucci and Andres L. Mignucci, personally appeared and acknowledged this instruments, by his sealed and subscribed, to be their free act and deed.

Before me  
NOTARY PUBLIC



AFFIDAVIT NO. 12087

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD June A.D. 2004  
AT 8 O'CLOCK 02 MINUTES AM  
AND RECORDED IN BOOK 75 PAGE 483-85  
ATTEST Mary O. Lewis <sup>Asst.</sup> TOWN CLERK

Amendment to the Protective Covenants

In accordance with Section 15 of the Protective Covenants dated June 2, 2004, and recorded in Volume 75, Page 483 of the Land Records of the Town of Rochester by Andres L. Mignucci and Maria Mignucci, of San Juan, Puerto Rico (the "Declarants"), the Declarant, having retained the right to modify the Protective Covenants, hereby executes this First Amendment to the Protective Covenants.

Now therefore, the undersigned Declarants, hereby amend said Covenants as follows:

Section 11 is hereby modified to read: Construction Start Date. The Purchaser of said lot shall start construction of the dwelling house within a period of ten (10) years and complete the construction of the dwelling house with fourteen (14) years after the purchase of said lot unless otherwise extended by the architectural design consultants.

Tara J. Davis  
Witness to both

Andres L. Mignucci  
Andres L. Mignucci

Maria Mignucci  
Maria Mignucci

State of Vermont  
County of Windsor

At Rutland, Vermont this 28 day of December, 2006, personally appeared Andres L. Mignucci and Maria Mignucci, and acknowledged this instrument sealed and subscribed to the their free act and deed.

Before me Tara J. Davis  
Notary Public  
Comm. Exp.: 2/10/07

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD JAN 3 A.D. 2007  
AT 8 O'CLOCK 15 MINUTES AM  
AND RECORDED IN BOOK 82 PAGE 431  
ATTEST Lisa J. Sturtevant TOWN CLERK  
AS ST.

Amendment to this deed  
recorded Aug 8, 2016  
Vol 99. Pg 99  
Attest: Jessie McDonald  
Town Clerk

Amendment to the Protective Covenants

In accordance with Section 15 of the Protective Covenants dated June 2, 2004, and recorded in Volume 75, Page 483 and Amendment to the Protective Covenants dated December 28, 2006 and recorded in Volume 82, Page 431 of the Land Records of the Town of Rochester, Vermont by Andres L. Mignucci and Maria Mignucci, of San Juan, Puerto Rico (the "Declarants"), the Declarant, having retained the right to modify the Protective Covenants, hereby executes this Second Amendment to the Protective Covenants.

Now therefore, the undersigned Declarants hereby amend said Covenants as follows: Section 11 of the original Covenants and the First Amendment to Section 11 dated December 28, 2006 is hereby modified to read: Construction Start Date. The Purchaser of said lot may start construction of the dwelling house at their discretion and shall complete the construction of the dwelling house within four (4) years after construction begins, unless otherwise extended by the architectural design consultants.

Kiana Franco  
Witness as to both: Kiana Franco

[Signature]  
Andres L. Mignucci, represented thru POA  
By: Arnaldo A. Mignucci Giannoni

[Signature]  
Maria C. Mignucci, represented thru POA  
By: Andres F. Mignucci Giannoni

Affidavit No. 95

COMMONWEALTH OF PUERTO RICO  
SAN JUAN COUNTY, SS.

In San Juan, Puerto Rico this 8 day of August, 2016, personally appeared Arnaldo A. Mignucci Giannoni, of legal age, single, attorney and resident of San Juan, Puerto Rico and Andres F. Mignucci Giannoni, of legal age, married, architect and resident of San Juan, Puerto Rico, personally known to me, and acknowledged this instrument scaled and subscribed to be their free act and deed.



Before me, [Signature]  
Notary Public  
Comm. Expires: Perpetual

ROCHESTER TOWN CLERK'S OFFICE  
REC'D FOR RECORD Aug 18 A.D. 2016  
AT 8 O'CLOCK 00 MINUTES AM  
AND RECORDED IN BOOK 99 PAGE 99  
ATTEST [Signature] TOWN CLERK



## Amendment to Covenants

Whereas, under date of June 2, 2004, Andres L. Mignucci and Maria Mignucci as "Grantors," by an instrument entitled Pitirre De Hawk OT Subdivision Protective Covenants, dated June 2, 2004, and recorded in the Town of Rochester Land Records, Book 75, Page 483, as amended August 8, 2016 (the "Covenants"), imposed certain restrictive covenants and conditions upon certain real estate located in Town of Rochester, County of Windsor, and State of Vermont, being designated as follows:

Being Lot 1, Lot 2, Lot 3, and Lot 4, so-called, situated in the town of Rochester, Windsor County, State of Vermont, and as shown on a plat and plan drawings captioned ANDRES AND MARIA MIGNUCCI, Austin Hill Road and Maple Hill Road, Rochester, Vermont, prepared by Michael Engineering Company, P.C., Ludlow, Vermont, approved by the Department of Environmental Conservation, the 22nd of July of 2003, Permit No. WW 3-0774, and duly recorded in the Land Records of the Town of Rochester, Vermont, Book 73, Page 56-60, August 9, 2003, as amended August 8, 2016.

Whereas, Section 15 of said covenants provides the Covenants, agreements and restrictions may be amended at any time by the unanimous consent of the then owners of record of the lots;

Whereas, Andres L. Mignucci and Maria Mignucci (now deceased) are the record owners of Lots 1 and 4, and John S. Carlton and Amy L. Carlton, are the owners of Lots 2 and 3 (collectively, the "Owners");

Whereas, the Owners wish to amend the Covenants to remove Covenant 1. Structure and Improvements Approval;

Whereas the Owners wish to amend Covenant 4. Commercial Use to include the following language: "Rental of the property, whether short-term or long-term, or "home occupations" as permitted under the Town Zoning Regulations, shall not be considered a commercial use.";

Now Therefore, the undersigned persons who are all the owners of record of the lands hereinabove described for themselves, their heirs, executors, administrators, successors, and assigns do hereby amend the Covenants as follows:

1. Covenant 1. Structure and Improvements Approval is hereby removed and shall no longer be of any force and effect.
2. Covenant 4: Commercial Use is hereby amended to read as follows:
  4. Commercial Use. No commercial use of any nature whatsoever shall be conducted in any house and, or lots even if approved by any town, county or state agency. Rental of the property, whether short-term or long-term, or "home occupations" as permitted under the Town Zoning Regulations, shall not be considered a commercial use.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 2 day of July, 2022.

J.R.G. Edmonds  
Witness as to both

John S. Carlton  
John S. Carlton

J.R.G. EDMONDS  
Name of Witness

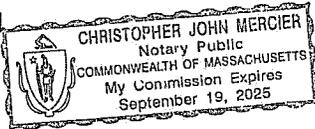
Amy L. Carlton  
Amy L. Carlton

COMMONWEALTH/STATE of MA  
Middlesex COUNTY

In Acton [City/Town], in the County of Middlesex, and State/Commonwealth of MA, personally appeared John S. Carlton and Amy L. Carlton, and they acknowledged this instrument, sealed and subscribed to be their free act and deed.

Before me, [Signature]  
Notary Public

[SEAL]



Commission Number:  
Commission Expires: Sept 19, 2025

1465 Hooksett Road #439  
Hooksett, N.H. 03106  
August 25th, 2004

Andres Mignucci  
Apartado 366674  
San Juan, Puerto Rico 00936-6674

Dear Andres:

Since the ownership of the strip of land alongside the Great Hawk Access Road is in question, the Board of Directors of the Great Hawk Owner's Association has decided not to pursue a further title search of the land. Therefore, the Board supports your proposed subdivision which includes two driveways located off of Austin Hill Road and two driveways off of the Great Hawk Access Road.

The GHOA Board of Directors appreciates the covenants that you have drawn up for your subdivision which exactly follow the Great Hawk covenants. We therefore expect anyone purchasing a lot in this subdivision will be held strictly to these covenants and we hope these covenants will be incorporated into the deed for each lot.

The goal of the GHOA Board is to maintain a positive relationship with you and the future residents of this subdivision. We also expect significant landscaping on the lots that are treeless. Based upon your proposal as presented to the Rochester Planning Commission, we support the development of the four lot subdivision. Any changes to the original proposal would cause us to reconsider our support.

I look forward to more information as you progress with your plans for the development of the land.

Sincerely,



Arthur C. Aaronson  
President, Great Hawk Owners' Association

cc: Sandy Haas, Chair, Rochester Planning Commission  
GHOA Board members