

STATE OF VERMONT

Williston, VT Town Clerk's Office

Received for Record

October 17 AD 2007 ENVIRONMENTAL COURT
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Attest Richard A. Becker Town Clerk
30209

FILED

OCT 10 2007

VERMONT ENVIRONMENTAL COURT

Vermont Natural Resources Board,)
Land Use Panel)
Petitioner,)
v.)
Hank Adams and)
Adams Real Properties, LLC,)
Respondents.)

Docket # 217-10-07 Vtec

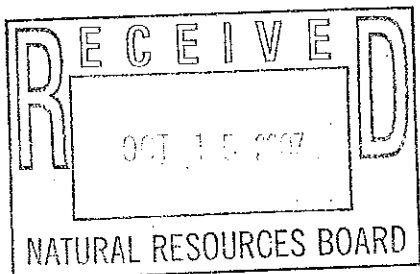
ORDER

The Assurance of Discontinuance signed by the Respondents on September 25, 2007, and filed with the Environmental Court on October 5, 2007, is hereby entered as an order of this Court, pursuant to 10 V.S.A. 8007 (c).

Dated this 10th day of October 2007.

Merideth Wright

Merideth Wright,
Environmental Judge



**STATE OF VERMONT
ENVIRONMENTAL COURT**

**LAND USE PANEL of the
NATURAL RESOURCES BOARD,
Petitioner**

v.

Docket No.

**HANK ADAMS and
ADAMS REAL PROPERTIES, LLC,
Respondents**

VIOLATION

Commencement of construction without a permit amendment in violation of Conditions No. 2 and 23 of Land Use Permit #4C0700-8, and Act 250 Rule 34(A).

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of 10 V.S.A. § 8007, the Land Use Panel of the Natural Resources Board (Panel) and Hank Adams and Adams Real Properties, LLC (Respondents) hereby enter into this Assurance of Discontinuance (Assurance or AOD), and stipulate and agree as follows:

STATEMENT OF FACTS AND VIOLATION

1. On July 12, 1990, the District 4 Environmental Commission (Commission) issued Land Use Permit #4C0700-8 (Permit) to Adams Properties, Ltd. (Permit). The Permit authorized the construction of a multiple-tenant industrial building on Lots 16 and 17 comprising approximately 3.81 acres of the 47-acre "Adams Park," on Boyer Circle off Brownell Road in Williston, Vermont.
2. Condition No. 2 of the Permit states, in relevant part, that "No changes shall be made in the project without the written approval of the District Environmental Commission."
3. Condition No. 23 of the Permit states that "No further development of this parcel of land beyond that approved herein, shall be permitted without the written approval of the District Environmental Commission."
4. In 2007, the Respondent commenced construction of a 9,000 square foot addition to the permitted building on Lots 16 and 17 without a permit amendment.
5. Respondent has since filed an application for a permit amendment. That

application is currently pending before the District 4 Environmental Commission, and is awaiting the issuance of other permits.

AGREEMENT

Based on the Statement of Facts and Description of Violation, the parties hereby agree as follows:

- A. No later than thirty (30) days of the date on which this Assurance is signed by the Environmental Court, the Respondent shall pay to the State of Vermont, pursuant to 10 V.S.A. Ch. 201, a civil penalty in the amount of **\$1,200.00** U.S. Dollars, for the violation noted herein. Respondent shall make said payment by check or money order payable to the "Treasurer, State of Vermont" and shall send it to:

Denise Wheeler, Business Manager
Natural Resources Board, Land Use Panel
National Life Records Center, Drawer 20
Montpelier, Vermont 05620-3201

Any payment by the Respondent pursuant to this paragraph is made to resolve the violation set forth in this Assurance of Discontinuance and shall not be considered to be a charitable contribution or business expense under the federal or state tax codes.

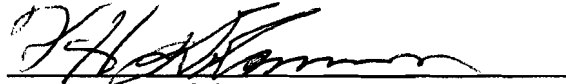
- B. Respondent shall comply with all terms and conditions of Land Use Permit #7C0700, as amended.
- C. The State of Vermont and the Land Use Panel reserve continuing jurisdiction to ensure compliance with all statutes, rules, and regulations applicable to the facts and violation set forth herein above.
- D. Nothing in this Assurance shall be construed as having relieved, modified, waived or otherwise affected the Respondent's continuing obligation to comply with all other applicable state or local statutes, regulations or directives.
- E. This Assurance shall become effective only after it is signed by all parties and entered as an order of the Environmental Court. When so entered by the Environmental Court, this Assurance shall become a judicial order pursuant to 10 V.S.A. § 8007(c). In the event that such order is vacated, the Assurance shall be null and void.
- F. Pursuant to 10 V.S.A. § 8007(d), Respondent shall not be liable for civil or criminal penalties with respect to the specific facts described herein and about

which the Land Use Panel has notice on the date the Court signs this Assurance, provided that the Respondent fully complies with the agreements set forth above.

- G. This Assurance sets forth the complete agreement of the parties, and it may be altered, amended, or otherwise modified only by subsequent written agreements signed by the parties hereto or their legal representatives and incorporated in an order issued by the Environmental Court. Alleged representations not set forth in this Assurance, whether written or oral, shall not be binding upon any party hereto, and such alleged representations shall have no legal force or effect.
- H. Any violation of any agreement set forth herein will be deemed to be a violation of a judicial order and may result in the imposition of injunctive relief and/or penalties, including penalties set forth in 10 V.S.A. chapters 201 and/or 211.
- I. This Assurance is subject to the provisions of 10 V.S.A. ' 8007.

SIGNATURES

The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.


Hank Adams

STATE OF VERMONT
Chittenden County, SS.

BE IT REMEMBERED that on the 25th day of September, 2007, personally appeared Hank Adams, duly authorized agent of Adams Real Properties, LLC, signer of the foregoing written instrument who is known to me or who satisfactorily established his identity to me and acknowledged the same to be his free act and deed and the free act and deed of Adams Real Properties, LLC.

Before me:


Notary Public:

Commission Expires: 2/10/11

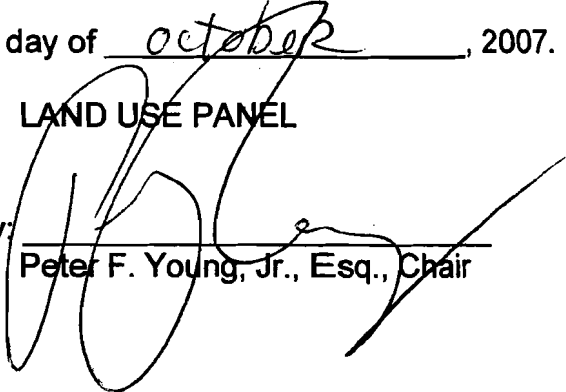
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The provisions set forth in this Assurance of Discontinuance are hereby agreed to and accepted.

DATED in Montpelier, Vermont, this 3rd day of October, 2007.

LAND USE PANEL

By:


Peter F. Young, Jr., Esq., Chair