



Development Application
 Town of Stowe Planning & Zoning Department
 PO Box 730
 Stowe, VT 05672
 Telephone: (802) 253-6141
 This form serves as an application for all requested zoning and subdivision reviews.

Project # **7452**
 (To be assigned)

Date Received: **8/14/24**

Property Owner Information

Property Owner: Dana T. Percy and Peter E. Percy
 Mailing Street Address: 269 Weeks Hill Rd
 City, State and Zip: Stowe, VT 05672
 Telephone Number: _____ Email: matt@dalepercyinc.com

Applicant Information (Relationship to Owner)

- Owner (If so, skip to property information)
 - Lessee
 - Contractor
 - Architect/Designer & Agent for Owner
 - Under purchase contract
- All information and correspondence is sent to applicant/contact.*

Applicant Name: Matthew Percy
 Company (if any): _____
 Mailing Street Address: 269 Weeks Hill Rd Stowe, VT 05672
 City, State and Zip: _____
 Phone Number: _____ Email: matt@dalepercyinc.com

Property Information & Location

Physical Address: 281 Cape Cod Rd.
 Tax Map ID: 07-017.000
 Existing Use: Multi Family Residential Proposed Use: Residential

Please briefly describe the proposed project, intended use, and/or development request below:

To propose final review of the PUD subdivision that gained preliminary approval under application #7236 in 2023. The project consists of clustered Lots 2-12 proposed for future single family residences. Lot 1 of 0.7 +/- acres will contain the existing 4 unit apartment building at 281 Cape Cod Rd. The project represents a clustered development envelope with significant open space and connection to Stowe Rec Path on site. Municipal water and sewer has been approved by DPW. Please see cover letter and enclosures for further information.

For All Approvals:

The below signed hereby agrees that the proposed work shall be done in accordance with the application, plan, specifications, and other associated documentation and that the work shall conform to all applicable town ordinances and regulations. Signing as an "Agent for Owner" indicates that the person signing has the permission of the owner to act on the owner's behalf. Additional permits may be needed from the State of Vermont and/or the Town of Stowe for development.

Indicate if:

- Property Owner OR
- Agent for Owner

Signature: _____

Date: **8/19/24**

Managing member

Additional application information is required on reverse side: →

Note: Local Zoning approval does not cover any required state approvals. Wastewater System and Potable Water Supply permits may be required for construction or modifications that change the wastewater flow. Other State permits may be required for certain uses. The applicant is advised to contact a DEC Permit Specialist to discuss the State permit requirements at 802-505-5367.

Construction Information

A site plan showing the proposed development is required if construction is involved.
The applicant is responsible for determining property lines and setbacks.

Please answer the questions below for all projects:

Will there be a new curb cut (driveway opening)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will over 1/2 acre of land be graded or disturbed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will the development create an additional 1/2 acre of impervious surface?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will there be other changes resulting in increased sewer or water flows?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will there be a new connection to the Stowe sewage system?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will there be a new connection to the Stowe water system?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is any portion of the building rented out?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is an Act 250 permit or amendment required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Maximum Bldg. Height: _____ * Building Height is defined as the vertical distance measured from the average elevation of the proposed finished grade at the front or rear of the building to the highest point of the roof for flat and mansard roofs, and to the average height between eaves and ridge for other types of roofs. On sloping sites the height will be measured on the uphill side.

Please answer the questions below for all projects involving residential dwellings:

Existing Rooms:	# Bathrooms:	# Bedrooms:	# Kitchens:
New Rooms:	# Bathrooms:	# Bedrooms:	# Kitchens:

Please complete the fee calculation below for all applications:

Zoning Permit Fees - Single & Two-Family Dwellings (Permitted Uses)		
	Fee/Sq. Ft.	Fee Required
Enclosed building spaces per sq. ft (heated & unheated)		
Unenclosed building spaces per sq. ft (i.e., decks, open porches, etc.)	\$0.30	
Structures other than buildings (i.e., ponds, tennis courts, fences, etc.) - per structure	\$0.10	
Minimum application fee for Single & Two-Family Dwellings/Permitted Uses	\$60.00	
	\$60.00	
Fee:		\$

Zoning Permit Fees - Conditional Uses (Commercial & Multi-Family Uses)		
	Fee/Sq. Ft.	Fee Required
Enclosed building spaces per sq. ft (heated & unheated)		
Unenclosed building spaces per sq. ft (i.e., decks, open porches, etc.)	\$0.40	
Structures other than buildings (i.e., ponds, tennis courts, fences, etc.) - per structure	\$0.25	
Administrative amendment by Zoning Administrator	\$100	
	\$75.00	
Fee:		\$

Development Review & Public Hearing Fees		
	Fee/Sq. Ft.	Fee Required
Appeal of Action of Zoning Administrator		
Variance or Dimensional Waiver	\$250.00	
Conditional Use Review	\$250.00	
Ridgeline & Hillside Overlay District (RHOD) Review	\$250.00	
Design Review (Single-Family & Two-Family Dwelling)	\$250.00	
Design Review (All other uses except Single-Family & Two-Family Dwelling)	\$60.00	
Subdivision Review (includes PRD's & PUD's)	\$250.00	
Preliminary Layout Application (base fee)		
Preliminary Layout (fee per unit or lot if equal to and/or more than 5 lots/units)	\$250.00	
Final Plat Application (base fee)	\$275.00	
Final Plat Application (additional fee per unit or lot if preliminary layout was not required)	\$250.00	250.00
Minimal Alteration reviewed by Zoning Administrator	\$150.00	1350.00
Other subdivision applications/amendments requiring DRB approval	\$100.00	
	\$250.00	
Signs		Fee: \$
	\$70.00	

Recording Fees /Stowe Land Records (set by state law) **Fee: \$**

Additional Recording Fee for decision notice	\$15.00/page	\$ 15.00
Additional Recording Fee for permit	\$15.00/page	\$ 15.00
Additional Recording Fee for Mylar	\$25.00/sheet	\$ 25.00
Total Application Fee Including Recording		\$ 1655.00

Payments should be made to the Town of Stowe. Payment can be made by cash, check, or with a credit card (Mastercard, Visa or Discover) or online. Go to www.townofstovevt.org/townclerk/ and [click the link for online payments](#). Please note there is a 3% convenience fee for credit card payments.

Incomplete applications will be returned. A complete application must include a site plan, elevation drawings, and floorplans. See application checklists for additional guidance.

OFFICE USE ONLY

Date Received _____

Zoning District _____

Overlay District _____

Approved Date _____

Effective Date _____

Expiration Date _____

Denied Date _____

Reason _____

Permit Fee	\$
Recording Fee	\$
TOTAL FEE	\$

Check #

Cash

Referred _____

Hearing Date _____

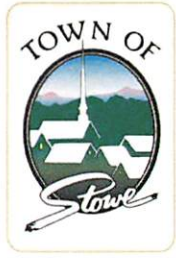
Comments/Conditions

Zoning Administrator

Date

For assistance, please contact the Planning & Zoning Department of 253-6141 or by email at PandZ@stovevt.gov

The Town of Stowe welcomes all persons, regardless of race, color, religion, national origin, sex, gender identity or expression, family status, age, or ability, and wants everyone to feel safe and welcome in our community. As a town, we formally condemn discrimination in all its forms, commit to fair and equal treatment of everyone in our community, and will strive to ensure all of our actions, policies, and operating procedures reflect this commitment. The Town of Stowe has and will continue to be a place where individuals can live freely and express their opinion.



*Public Works Department
PO Box 730
67 Main Street
Stowe, VT 05672
802-253-8770*

April 1, 2024

Ski Lag Partnership
Dana T. Percy, Jr., and Peter E. Percy
269 Weeks Hill Rd
Stowe, VT 05672

Subject: Sewer/Water-Capacity to Serve
Rivers Edge Subdivision/Development
281 Cape Cod Rd (#07-017.000)

Dear Mr. Percy:

This letter is to confirm for you and the State of Vermont Department of Environmental Conservation that, upon the construction and acceptance of the proposed municipal water main extension in accordance with the Public Works Development Agreement and, the construction and acceptance of the private water system extension and sewer collection system in accordance with the Water and Sewer Consecutive System Agreements, all as approved by the Stowe Water and Sewer Commissions on February 28, 2024, the Town of Stowe municipal water and sewer systems have adequate capacity to serve and has allocated 6,480 GPD of water and 5,968 GPD of sewer for the subject property and proposed subdivision. This allocation will support 11 4-bedroom houses and an existing 4-unit apartment building with 1 bedroom each plus, 208 GPD of sewer infiltration in accordance with Town's allocation policies. Connection to the municipal systems must be complete by April 2, 2027, or these capacity allocations will expire and revert to the Town's unallocated reserves.

Sincerely,

Harry J. Shepard

Town of Stowe
Harry J. Shepard III, PE
Public Works Director/Town Engineer

CC: Water Department
Sewer Department
Zoning Department
Grenier Engineering
Jeremy Hoff, Hoff & Company

Chris Austin

From: Pfeiffer, Rebecca <Rebecca.Pfeiffer@vermont.gov>
Sent: Wednesday, December 20, 2023 4:24 PM
To: John Grenier; Mojo, Jennifer
Cc: Chris Austin; Matt Percy; Pomeroy, Staci
Subject: RE: Percy, Cape Cod Road, Stowe

Hi John – I think that there is just a misunderstanding from Jen’s earlier response back. We’re not requesting a site redesign for 1D considerations if the additional force main drilling depth is incorporated.

We understand the points that you bring up and are not expecting Cape Cod Road or the path/bridges to be moved, which is why we’re stating that the project will meet our procedure for moving forward. We had asked if it is possible to try and provide a little more setback from the West Branch but your previous email indicates that you are not able to due to other setback constraints from Cape Cod Road, which was why we asked the question. In some cases, that alternative hadn’t been considered or that there is not another limitation that may allow for that change. However, your response indicates that you had looked at this given your site layout.

We note that the site is still likely a dynamic site. So while the road and bank armoring may be repaired and put back, there still exists some risk that the bank armoring could fail during a flood event. However, we’re not requesting that the site design be redone to accommodate any additional 1D considerations at this time. We would state that the project meets our procedure under 1D review for the Board.

I hope this helps~
Rebecca

Rebecca J. Pfeiffer, CFM (she/her)
VT DEC Watershed Management Division
River Corridor & Floodplain Protection Program Manager | VT NFIP Coordinator
C 802.490.6157 | Rebecca.Pfeiffer@vermont.gov

From: John Grenier <john@GrenierEngineering.com>
Sent: Wednesday, December 20, 2023 3:59 PM
To: Mojo, Jennifer <Jennifer.Mojo@vermont.gov>
Cc: Chris Austin <chris@grenierengineering.com>; Matt Percy <matt@dalepercyinc.com>; Pomeroy, Staci <Staci.Pomeroy@vermont.gov>; Pfeiffer, Rebecca <Rebecca.Pfeiffer@vermont.gov>
Subject: RE: Percy, Cape Cod Road, Stowe

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Jenn, as I stated earlier. Armoring of this corner of the West Branch was conducted by and maintained by the Town of Stowe. The armoring holds up a busy town road, protects a bridge on the Stowe Bike Path, and the Path itself from being washed away. The town has a strong interest and responsibility to protect their critical infrastructure. They cannot move Cape Cod Road. In December 18th storm I observed the high stream flows in the area. The high point of this lot that has units 1 and 2 will be well protected. We are outside the floodway, floodplain, and River Corridor. We need to advise our clients through the design process and the guidance is to stay outside of the river corridor which we have done. If you cannot confirm we can move forward with the design as presented I am requesting a Zoom meeting with you and Staci to review the site and finalize this for our filing.

Thank you,

John D. Grenier, PE
President
Grenier Engineering, PC
(802)244-6413
www.grenierengineering.com



From: Mojo, Jennifer <Jennifer.Mojo@vermont.gov>
Sent: Friday, December 8, 2023 3:52 PM
To: John Grenier <john@GrenierEngineering.com>
Cc: Chris Austin <chris@grenierengineering.com>; Matt Percy <matt@dalepercyinc.com>; Pomeroy, Staci <Staci.Pomeroy@vermont.gov>; Pfeiffer, Rebecca <Rebecca.Pfeiffer@vermont.gov>
Subject: RE: Percy, Cape Cod Road, Stowe

Hi John –

Thanks for addressing the directional drill depth and additional background on the bike path. The Project does comply with the FHARC Procedure; however, the Rivers Program notes that the bank armoring on/near the site will require ongoing maintenance and financial commitments and there still is the risk of future channel adjustments as that area of the West Branch is very dynamic. Please let us know if you have any additional questions/comments.

Thank you,
Jen

Jen Mojo (she/her), AICP | Senior Planner
Vermont Agency of Natural Resources
Office of Planning
1 National Life Dr, Davis 2 | Montpelier, VT 05620-3901
(802) 923-6647 | jennifer.mojo@vermont.gov
<https://anr.vermont.gov/content/office-planning>

The Agency of Natural Resources supports telework, and there are times when I may be working from another office location. I am available to connect by phone and email. I am also available to connect in-person upon request.

From: John Grenier <john@GrenierEngineering.com>
Sent: Thursday, December 7, 2023 3:44 PM
To: Mojo, Jennifer <Jennifer.Mojo@vermont.gov>
Cc: Chris Austin <chris@grenierengineering.com>; Matt Percy <matt@dalepercyinc.com>
Subject: RE: Percy, Cape Cod Road, Stowe

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Ok, thank you for the update.

John D. Grenier, PE
President
Grenier Engineering, PC
(802)244-6413
www.grenierengineering.com



DECLARATION OF PLANNED UNIT DEVELOPMENT FOR
RIVER'S EDGE
STOWE, VERMONT

WHEREAS, Ski Lag Partnership, an unregistered Vermont partnership (Dana T. Percy, Jr. and Peter E. Percy) with its principal place of business in the Town of Stowe, County of Lamoille, and State of Vermont., is the owner of a parcel of land containing approximately 12.36 acres located off of Cape Cod Road, in Stowe, Vermont, upon which a twelve (12) Lot Planned Unit Development known as RIVER'S EDGE is located and which it wishes to subject to covenants, conditions, restrictions, easements, and liens in accordance with the provision of Title 27A of Vermont Statutes Annotated, Sections 1-101 et. seq. of the Uniform Common Interest Ownership Act.

ARTICLE I
Submission, Defined Terms

Section 1.2. Definitions. Unless the context shall prohibit, certain words used in this Declaration shall have the following meanings:

“Allocated Interest” shall mean the common expense liability and votes in the Association.

“Assessments” shall mean the periodic assessments against each Lot by the Association to cover the costs of the operation of the Association and maintenance, repair, and replacement of all Common Elements which are to be maintained by the Association, including the accumulation of reserves for future contingencies.

“Association” shall mean and refer to the River's Edge Homeowners' Association, Inc., a Vermont nonprofit corporation, and its successors and assigns. The Association Lot Owners shall be the only members of the Association.

“Common Elements” shall mean any real estate within the Planned Community owned or leased by the Association, other than a Lot. The Common Elements are subject to all of the easements show on the Plan.

“Common Expenses” shall mean all lawful expenditures made or incurred by or on behalf of the Association in administering its duties including, but not by way of limitation, assessments for capital improvement escrow accounts and reserves for maintenance and replacement accounts for the Common Elements, and other purposes voted for by the Association.

“Declarant” shall mean and refer to the Ski Lag Partnership., and its successors and assigns.

“Development Rights” shall mean any right or combination of rights reserved by the Declarant herein to:

- (A) add real estate to a common interest community;
- (B) create units, common elements, or limited common elements within a common interest community;
- (C) subdivide units or convert units into common elements; or
- (D) withdraw real estate from a common interest community.

“First Mortgagee” shall mean any holder of a first mortgage lien, or the beneficiary under any first deed of trust encumbering an Association Lot. The term “Mortgage” shall be deemed to include both mortgages and deeds of trust.

“Limited Common Elements” shall mean a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Lots.

“Member” shall mean the Lot Owners who are the governing authority of the Association and its duly authorized agents.

“Person” shall mean a person, as well as a corporation, limited liability company, partnership (general or limited), association, trustee; or other legal entity.

“Plan” or “Plat” shall mean a Plat entitled “Subdivision and Boundary Line Adjustment for River’s Edge PUD, Owners: Dana T. Percy, Jr. and Peter E. Percy, Weeks Holl Road and Cape Cod Road, Stowe, Vermont,” prepared by Grenier Engineering, P.C., dated February 2024, revised _____, 2024, and to be recorded in the Town of Stowe Land Records.

“Property” shall mean residential Lots 1 – 12, as well as the Common Land and those easements and rights upon and pursuant to which the Planned Community has or will be developed, as depicted on the Planas further described in Schedule A, attached hereto.

“Lot” shall mean a physical portion of the Planned Community designated for separate ownership or occupancy, depicted as Lots 1 – 12on the Plan.

“Lot Owners” shall mean the Owners of Lots and shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation of an Association Lot Owner.

ARTICLE 2
Common Elements

Section 2.1. Common Elements.

- (a) The Common Elements are depicted on the Plat as Common Land, and shall also include all common water, wastewater, and other shared utility infrastructure.
- (b) The Common Elements shall be devoted to the common use and enjoyment of all Lot Owners. No Lot Owner or any other person shall maintain any action for partition or division thereof. The Common Elements may be developed only as specifically authorized by the Town of Stowe and the State of Vermont.
- (c) Each Lot Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Lot Owners. Use of the Common Elements shall be subject to the limitations set forth herein and as may otherwise be limited by the Declaration and the Rules and Regulations regarding the use thereof as may be established from time to time by the Members.

Section 2.2 Limited Common Elements. None.

ARTICLE 3 The Association

Section 3.1 Membership.

- (a) Each Lot Owner shall be assigned one appurtenant and indivisible membership in the Association which may not be assigned hypothecated, pledged, or transferred in any manner except as an indivisible appurtenance to the said Lot. Multiple or joint Owners of a single Lot shall be treated for all purposes as jointly owning and holding the one membership appurtenant to that particular Association Lot.
- (b) A membership appurtenant to a Lot shall be vested in the Lot Owner by the recording of a deed in the Town of Stowe Land Records conveying a Lot to a purchaser. Membership in the Association shall be held by each Lot Owner, including the Declarant with respect to unsold Lots.
- (c) Except for Declarant's membership for unsold Lots, no membership rights or liability for Assessments shall be allocated or attributed to the purchaser of a Lot until the Lot is has been purchased from the Declarant..
- (d) Liability for Assessments shall be prorated equally among the Members existing in the Association at any point in time, unless altered as hereinafter set forth in Subsections 3.4(a).

Section 3.2. Voting Rights. Each Lot is entitled to one vote

Section 3.3. Declarant Control. The Declarant will convey to the Association

marketable title to the Common Elements by quit claim deed for One Dollar (\$1.00), and the Association will accept said title. If not conveyed previously, the title shall be conveyed contemporaneously with the Declarant's sale of the last Lot.

Section 3.4 Reserved Development Rights. The Declarant reserves Development Rights as defined by the Act and herein.


Section 3.5. Miscellaneous. In addition to any other powers and authority given the Association or its Members in this Declaration:

- (a) Allocated Interest: Common Expenses of the Association shall be borne equally among the Lots. However, allocation of Common Expenses to Lots owned by Declarant, but not sold to or occupied by a third party, may be less than Assessments allocated to Lots which have been conveyed to persons other than Declarant.
- (b) The Association shall maintain current copies of its Declaration, and any Rules and Regulations concerning the Planned Community, as well as its own books, records, and financial statements and shall make the same available for inspection by Lot Owners or First Mortgagees. In addition, the Association shall provide a financial statement for the preceding fiscal year upon the written request of any First Mortgagee.

ARTICLE 4

Covenant for Operating, Maintenance, Repair and Replacement Assessments

Section 4.1 Creation of a Lien and Personal Obligation for Assessments.

- (a) Each Lot Owner, by accepting and recording a deed or other instrument conveying title to an Lot, whether or not it be so expressed in such deed or instrument, is deemed to covenant and agree to pay to the Association: (i) annual Assessments to pay for Common Expenses; and (ii) Special Assessments for capital improvements, reserves for maintenance, replacement, or modification of the Common Elements, and for such other purposes voted by the Association. 
- (b) The annual and special Assessments, together with interest, costs and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made, subordinate only, as to an Association Lot, the lien of a first mortgage thereon. Each Assessment, together with interest, costs, and reasonable attorneys' fees arising from the Association's efforts to collect the Assessment, shall also be the personal obligation of the Lot Owner who was the Lot Owner of an Lot at the time when the Assessment became due.
- (c) No Lot Owner shall be exempt from liability for Assessments by attempted waiver of the use or enjoyment of any of the Common

Elements, by abandonment of a Lot, or for any other reason. Prior to or at the time of any conveyance of a Lot, all liens and Assessments shall be paid in full to the Association and discharged by the Association. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the latter, up to the time of recording of the instrument transferring ownership of the Association Lot, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts which may have been paid by the purchaser; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid Assessments against the selling Lot Owner within five (5) days following a written request to the Association, and the purchaser shall not be liable for, nor shall the Lot being conveyed be subject to a lien for any unpaid Assessments in excess of the amount set forth in the statement from the Association; except that each First Mortgagee who comes into possession of a Lot by virtue of foreclosure (or by deed or assignment in lieu of foreclosure), or any purchaser at a foreclosure sale, shall take ownership of the Lot free and clear of all unpaid Assessments or charges against said Lot which had become due or were delinquent prior to the acquisition of title to such Association Lot by the mortgagee or foreclosure sale purchaser. The Association shall provide any Lot Owner, contract purchaser, or mortgagee so requesting the same with a written statement of all unpaid Assessments against the Lot.

- (d) The Association shall take prompt action to collect any Assessments which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any Assessment not paid within ten (10) days of its due date shall bear interest from the due date at the rate of one percent (1%) per month, or at such other legal rate as may be fixed by the Members from time to time, and may additionally accrue a late charge if the Members establish one at any time. The Association shall also be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by the Association to collect Assessments.
- (e) Until all Lots are conveyed by Declarant to a third party, or have received a certificate of occupancy, Declarant shall be legally bound to cover any deficits or shortages that may arise in the Planned Community's initial period of operation.

Section 4.2. Purpose of Assessment. The Assessments levied by the Association shall be used to maintain, repair and replace the Common Elements and Limited Common Elements; to meet all requirements for capital improvements; and to meet all other expenses and obligations incurred by the Association, including but not by way of limitation, management fees, administrative expenses, corporate fees, real estate taxes, income taxes, insurance premiums, costs of monitoring, and other demands imposed or required by existing permits or approvals, or by subsequent amendments thereto.

Section 4.3. Budget for Assessments. The Members shall project and determine the total Assessments necessary to meet the expenses and reserve needs for each upcoming year. On or before the first day of November of each year, the Members shall

recommend a budget which shall be approved by the affirmative vote of sixty percent (60%) of the Members. The budget shall contain an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses of the Association, including capital improvements, which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Common Elements. Such budget shall also include such reasonable amounts as the Members consider necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The failure or delay of the Members to prepare or to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of the obligation to pay the Assessments as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Association Lot Owner shall continue to pay each Assessment at the rate established for the previous fiscal year until notice of the payment which is due.

Section 4.4. Special Assessments. The Members may levy Special Assessments to fund the cost of any construction, repair, or replacement of any capital improvement which is part of the Common Elements.

Section 4.5. Annual Operating Assessment. As set forth in Section 4.3, each year, the Members shall establish a budget to cover the ongoing Common Expenses of the Association. The Assessments shall be billed and collected on a monthly basis unless otherwise voted by the Members. Assessments shall be paid in advance in a manner initially established by the Declarant which complies with the requirements of FNMA and/or FHLMC, and thereafter in a manner as may be subsequently adopted by the Members.

ARTICLE 5

Lot Owner's Rights and Obligations in the Common Elements

Section 5.1. Easement of Enjoyment. Each Lot Owner shall have an unrestricted right and easement in common with others for ingress, egress, use, and enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and pass with the title to every Lot.

Section 5.2. Easement and Right of Way Over Roadway. Each Lot Owner and the Association, and their heirs, successors and assigns, shall have an unrestricted right of way and easement, in common with others, for ingress and egress over and across the shared roadway, which use shall at all times be exercised in a manner to minimize interference with the use and enjoyment of all of the Lot Owners.

Section 5.3. Declarant's Reserved Easements. There is hereby reserved to the Declarant and its successors and assigns blanket easements upon, across, above, and under the Property, including the Common Elements, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, telephone, and electricity, as well as storm water drainage and other services, such as, but not limited to, a master television and/or radio

system, or cable television system. It shall be expressly permissible for the Declarant, the Association, or their designees, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service.

Declarant also reserves for itself, and its successors and assigns, a non-exclusive, perpetual right, privilege, and easement with respect to the Property for the benefit of Declarant, its successors and assigns, over, under, in, and/or on the Property, without obligation and without charge to Declarant, for the purpose of completing the Project, including the construction, installation, development, sale, lease, maintenance, repair, replacement, use, and enjoyment of the Property and/or otherwise dealing with the Property.

Section 5.4. Use of Common Elements. The Common Elements shall be for the use and enjoyment of any Association Lot Owner, members of the immediately family of an Association Lot Owner, invitees or guests of an Association Lot Owner, or tenants or contract purchasers occupying an Association Lot. Rules and Regulations regarding the use of the Common Elements shall be promulgated and adopted by the vote of 66.67% of the Members of the Association.

No use or practice shall be permitted in the Common Elements which would be a source of annoyance to other Association Lot Owners or adjoining properties outside the Project. The Common Elements shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate. No immoral, improper, offensive, or unlawful use of the Common Elements shall be permitted.

ARTICLE 6 Maintenance

Section 6.1. Association Responsibility. The Association shall maintain, repair and replace the Common Elements of the Property and shall assess the Lot Owners for the expenses therefore.

Section 6.2. Association Lot Owner's Responsibility. Each Lot Owner shall maintain his or her Lot and all improvements thereon and appurtenances thereto in good repair. Such maintenance shall be consistent with this Declaration. In addition, each Lot Owner shall be responsible for paying the real estate taxes assessed against the Lot, for insuring the Lot and all improvements thereon, and for maintaining all private electric lines, sewer lines, septic tanks, leach fields, telephone lines, cable television lines, and wells, or other apparatus which serve only the Lot.

ARTICLE 7
Permit Compliance

Section 7.1 Permits. The overall development plan has obtained municipal and state permits and approvals, including but not limited to the following:

- (a) State of Vermont Land Use Permit 5L____ dated _____, 2024 and recorded at Book ___ Page ___ of the Town of Stowe Land Records.
- (b) State of Vermont Potable Water Supply and Wastewater Permits WW-5-____ dated _____, 2024 and recorded at Book ___ Page ___ of the Town of Stowe Land Records.
- (c) Town of Stowe Zoning Permit _____ dated _____, 2024 and recorded at Book ___ Page ___ of the Town of Stowe Land Records.

These permits and approvals include conditions which require disclosures to purchasers, demand the establishment of responsibilities to assure the maintenance, repair, replacement, or modification of systems, establish monitoring and inspection requirements, and require certain construction standards be adhered to as Lots and related infrastructure are constructed

Section 7.2. Responsibility. Each Association Lot Owner shall maintain his or her Lot in compliance with said permits and approvals. With regard to the Common Elements, the Association shall be responsible for: (i) assuring that all conditions, covenants, and disclosures contained in the permits and approvals are continually complied with; and (ii) establishing the necessary assessments and accounting systems to insure that all continuing obligations for monitoring, inspecting, maintaining, repairing, modifying, and replacing as called for in permits and approvals are achieved and the fiscal capability to perform the obligations is in place.

Section 7.3. Specific Disclosures and Covenants. In addition to the conditions set forth in Section 7.1, the Property is declared to be subject to the following where appropriate:

- (a) All Dwellings and future additions shall be constructed with insulation to an R-value of at least R-19 in the exterior walls, at least R-38 in the roof or cap, and at least R-10 around the foundation or slab. All slabs shall be thermally sealed from the foundation. All residential buildings shall have at least double pane insulating windows. The lighting fixtures in any utility buildings shall have energy efficient ballasts.

- (b) The Association shall continually maintain all Common Elements, facilities and landscaping substantially as approved by the Town of Stowe. All dead or diseased landscape plantings shall be replaced as soon as reasonably possible.
- (c) All heated structures shall be constructed in conformance with the State of Vermont's Residential Building Energy Standards as from time to time amended.

ARTICLE 8
Covenants, Conditions, Easements, Obligations
and Restrictions and Applicable to Lots

Section 8.1. General Covenants. In order to ensure well planned residential uses and attractive views while preserving the area's natural and scenic character, Declarant does hereby declare that the following protective covenants, conditions, and restrictions shall apply to each and every Lot:

- (a) Residential Use. The Lots shall be used only for single-family residential purposes. This covenant in no way restricts an Owner's right to rent a dwelling constructed a Lot as a single-family residence except that all such rentals shall be evidenced by a written lease which must be for a minimum term of thirty (30) days. Notwithstanding the foregoing, each Lot Owner may rent their house located on a Lot for no less than 7 days at a time for no more than 3 times in a calendar year. No building or structure intended for or adapted to business, commercial, or industrial purposes, and no apartment house, double or duplex house, lodging house, rooming house, or other multiple-family dwellings shall be erected, placed, permitted or maintained on the Property or any part thereof. This paragraph shall not prohibit customary home occupations, except that no wholesale or retail sale of any products of a home occupation shall be conducted on the Property nor any exterior display or storage thereon. No new improvements or structures whatever, other than a dwelling, patio, or deck, may be erected, placed or maintained on the Property without the prior written approval of the Association.
- (b) Limitation On Structures and Habitation. No outbuilding, shed, tent, trailer, mobile home, or temporary building of any kind shall be erected, constructed, permitted, maintained, or used for permanent or temporary residential purposes without prior written approval of the Association. This covenant shall not prohibit the use of a construction trailer on the Property during construction of the dwelling.
- (c) Occupancy. No permitted private dwelling erected upon on the Property shall be occupied during the course of construction, nor at any time prior to it being fully completed as herein required; nor shall any residence when

completed be in any manner occupied unless in complete compliance with all covenants, conditions, reservations, and restrictions herein set forth.

- (d) Grading and Drainage. The grading and/or drainage patterns of the Property in the subdivision shall not be altered for any reason due to the Property's necessary conformance with the Plans submitted and approved by the Town of Stowe.
- (e) Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Property. Any tanks for use in connection with any dwelling constructed on a Lot, including tanks for the storage of fuels, must be buried or screened sufficiently to conceal them from the view of neighboring Lots, roads, and streets.
- (f) Garbage and Rubbish. All garbage and rubbish shall be kept in sanitary containers; there shall be no dumping or incineration of garbage or rubbish on any part of the Property. Said sanitary containers shall be stored inside, or if outside, screened sufficiently to conceal them from the view of neighboring Lots, roads or streets.
- (g) Tree Cutting and Dwelling Site Clearing. All tree cutting and clearing shall conform to the applicable requirements and restrictions set forth in the Town of Stowe Zoning Regulations and Permits, as the same may be amended from time to time. In addition, no tree larger than 4" in diameter shall be cut or removed without the approval of the Association, unless such tree is located closer than 50 feet to any point on an existing dwelling or the building envelope on each Lot depicted on the Plans.
- (h) Satellite Dishes. No satellite dishes larger than 36" in diameter shall be permitted on the Property or on any dwelling.
- (i) Utility Lines. All new electrical, telephone, cable TV and other utility line extensions to a Dwelling shall be placed underground.
- (j) Nuisances. No Lot shall be used in whole or in part for the storage of rubbish, trash, or scrap of any character whatsoever; nor for the storage of any property or item that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, item, or material be kept upon the Property or upon any Lot that will emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.
- (k) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or on the dwelling or other structures located thereon.
- (l) Commercial/Unregistered Vehicles. After a dwelling has been constructed on any Lot, no commercial vehicles, construction, or like equipment of any

kind and/or any unregistered motor vehicles shall be permitted to be stored on any Lot.

- (m) Architectural Approval. Plans for structures to be built upon a Lot must be submitted to Declarant prior to the commencement of any construction upon the Lot. Declarant retains the right to approve all aspects of the construction, including, but not limited to, the proposed site, exterior form, materials, color, and the finished grade elevation.
- (n) Structures Permitted. One single family residential type dwelling with a minimum of 1,500 square feet of living space and associated barn, garage, or workshop shall be permitted per Lot.
- (o) Construction. The exterior construction of any structure built upon a Lot shall be completed in twelve (12) months from the date of commencement. The general landscaping and final site refinement shall be completed within eighteen (18) months from the commencement of said construction. Particular attention must be paid, and all reasonable precautions must be taken, to prevent soil erosion during construction.
- (p) Driveways. All shoulders of driveways constructed shall be seeded and mulched and all other reasonable precautions taken to prevent soil erosion.
- (q) Subdivision; Rights-of-Way. None of the Lots shall be further subdivided by a Lot Owner, and no rights-of-way shall be permitted over them to provide access to another Lot.
- (r) Mobile Homes. No house trailers of any kind whatsoever, or mobile homes, shall be kept, placed, or maintained on any Lot.
- (s) The Grounds. All grounds clearly visible from the access road shall be maintained in keeping with the general quality of the entire development. All open areas cleared or thinned on the parcel shall be kept and maintained by mowing, brush hogging, or other cutting to prevent the growth of underbrush, tree saplings, or other vegetation that would otherwise cause a scruffy and unkempt appearance of the Lot. This condition shall in no way limit plantings for screening or ornamental purposes.
- (t) Fencing. All forms of fencing commonly used for the containment of animals shall be allowed. However, the Declarant retains the right to indicate specific type of fencing and its method of construction. Fencing not used for containment of animals shall be so-called post and rail.
- (u) Utilities. All service lines for utilities, shall be installed from the nearest transformer underground to the desired building. There shall be no above-ground lines of any type. The Declarant reserves an easement and right of way across, under, and upon those portions of the Lots and land within the Property as are necessary or advisable for purposes of performing or causing to be performed proper installation, repair, maintenance, and

replacement of all utility service lines (including water, sewer, electrical, telephone, cable television, and the like), pipes, conduits, transformers, and other related equipment and paraphernalia. All such utility systems installation, maintenance, repair, and replacement work shall be performed in a good and careful manner, causing the least disruption possible, followed by all necessary actions to restore any disturbed earth surface to its natural and undisturbed condition, including filling, grading, seeding, and mulching. The Declarant hereby gives, grants, and conveys to the owners of all Lots within the Property the perpetual non-exclusive right and authority in common with others to connect to and utilize said primary electric power and service lines and related transformers. Following installation and energizing of the primary service lines, the Declarant shall have no further responsibility or liability for operation, maintenance, repair, or replacement thereof, the costs of which shall be shared proportionately by the owners of Lots and other property served thereby. Secondary electric power and telephone service lines to serve each Lot shall be installed by each Lot owner at his sole cost. The right of way reserved herein by the Grantors shall apply to future installation of any additional utility service lines, such as cable television, but the Declarant shall not bear any liability, responsibility, or cost for the installation, repair, maintenance, or replacement of any such future utility lines.

- (v) Animals. All common domestic animals shall be allowed, provided, however, that no commercial, breeding, housing and/or sale of animals shall be permitted on any Lot or on the Common Elements. Any animals raised, bred or kept in or on any Lot shall not create a nuisance, annoyance or danger to other Lot Owners.
- (w) Zoning. The Lots in the development are subject to the Town of Stowe Zoning Regulations. The owner of any Lot covenants and agrees that he will comply with the terms and conditions of such zoning regulations, ordinances, and bylaws.
- (x) Roadway Use and Maintenance. Each owner of a Lot within the Property shall be granted in the deed of conveyance for each Lot a perpetual, non-exclusive vehicular access right of way for use in common with others over, upon, and across the shared access roadway lands and said right of way shall be specified and described in the deed of conveyance. The Declarant, for itself and its designated successors and assigns, reserve rights of use, conveyance, dedication, and other interests pertaining to the vehicular access right of way. The owners of Lots shall pay, as a Common Expense, a proportionate share of the cost of maintaining, repairing, and replacing the roadways, drainage slopes, culverts, and other access improvements within said access road's right of way, which costs shall include but not be limited to graveling, grading, and other maintenance, repair, or replacement work as may be necessary or advisable from time to time.
- (y) Noise Polluting Devices. The operation of noise producing devices such as

motorcycles, trail bikes, all-terrain vehicles, or go-carts is not permitted on any Lot, except when leaving a Lot and returning. This prohibition regarding the operation of noise producing devices is limited in its application to the individual Lots and does not pertain to the shared access roadway. The operation by Lot owners of chain saws, tractors, or other noise producing devices in connection with the maintenance of a Lot shall be permitted only during daylight hours.

- (z) Lighting. The use of reflective surfaces and outdoor lighting fixtures higher than fifteen (15) feet shall be minimized to limit the visibility of any structure situated on a Lot from off-site. Exterior lighting fixtures shall be LED and be downcast or have shields and photometric qualities which limit off-site glare, visibility, and night sky pollution.
- (aa) Common Area. The areas designated as Common Land – 9.68 acres, more or less on the Plan is a common area and designated as a Common Element. Declarant grants to the owner of each lot within the Property a non-exclusive easement and right of access in common with others to all portions of the Common Land. Regulations concerning the permitted uses in this common area shall be adopted by an affirmative vote of 80% of the Owners Association, having due regard for the permanent protection and stewardship of this area.

Lighting

Section 8.2. Compliance and Enforcement. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration and any Rules and Regulations promulgated by the Association. A Lot Owner shall be liable for any expense incurred for maintenance, repair, or replacement rendered necessary by a Lot Owner's act, negligence, or carelessness, or by the act of any member of a Lot Owner's family, guests, invitees, agents, or lessees. With regard to the Common Elements, the Members of the Association shall have the right to impose a reasonable charge commensurate with the severity of the violation, which fine shall be a continuing lien against the Lot and the defaulting Lot Owner enforceable in the manner provided by the laws of the State of Vermont and/or this Declaration. The Association and/or an aggrieved Lot Owner shall have the right to abate, enjoin, or remedy the continuance of any violation, by appropriate legal proceedings either in law or in equity, including, without limitation, an action to recover any sums due for money damages, injunctive relief, or foreclosure of the lien for payment of Assessments, any combination thereof, and any other relief afforded by a court of competent jurisdiction. Said remedies shall be deemed cumulative and shall not constitute an election of remedies. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of this Declaration shall so damage the project and its property values that it cannot be adequately remedied by action at law or exclusively by recovery of damages. Should the Association or a Lot Owner employ counsel in order to validly enforce any of the foregoing covenants, conditions, reservations, restrictions, or obligations, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots found to be in violation by a court of competent jurisdiction. Further, no delay or omission on the part of a Lot Owner in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions, and obligations herein contained shall be

construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Lot Owner against Declarant for or on account of its failure to bring an action on account of any breach of these covenants, conditions, restrictions or obligations, or for imposing covenants, conditions, restrictions, and obligations herein which may be unenforceable at law.

ARTICLE 9
Condemnation, Damage or Destruction

Section 9.1. Condemnation of Portion of Common Elements. In the event of the condemnation involving a portion of the Common Elements, then, unless within sixty (60) days after such taking, and unless at least 66.67% of the Lot Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available, or may acquire additional lands for such purpose, if such lands are reasonably available. All awards received from such a taking shall be first used to pay for the restoration or replacement of the Common Elements. Any surplus funds remaining after such restoration or replacement shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Lot Owners in accordance with their respective interests.

Section 9.2. Damage or Destruction. Any portion of the Common Elements which are damaged or destroyed shall be promptly repaired or replaced by the Association to the condition that existed immediately before the damage or destruction unless:

- (a) Repair or replacement is not permitted under applicable State or local statutes, laws, rules or ordinances; or
- (b) The Owners controlling eighty percent (80%) of the votes of the Association vote at a special meeting of the Association not to repair or replace the damaged or destroyed portion of the Common Elements.

Section 9.3. Insurance. The Association shall maintain, to the extent available, property insurance on the Common Elements, insuring against all risks of direct physical loss commonly insured against by an all-risk type policy with replacement cost endorsement and comprehensive liability insurance, in all such amounts as the Association shall determine from time to time. The annual cost of such insurance shall be included in the Annual Assessments as a Common Expense. All insurance proceeds shall be first used to pay for the restoration or repair of the portion of the Common Elements covered by an insurance claim. Any surplus funds remaining after such restoration or repair shall be retained by the Association in a reserve fund, or, at the option of the Members, may be paid to the Association Lot Owners in accordance with their respective interests.

ARTICLE 10
Amendment to or Termination of the Declaration

Section 10.1. General. This Declaration shall run with the land and be binding upon Declarant and all subsequent Lot Owners. Except as limited hereinafter, this

Declaration may be amended upon the vote or agreement of not less than 66.67% of the Lot Owners. Every amendment shall be prepared, executed, acknowledged, and recorded and shall become effective upon the recording of the amendment in the Town of Stowe Land Records.

Section 10.2 Rights Reserved in Declarant. Declarant may unilaterally amend this Declaration at any time to satisfy and meet any requirement of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any similar lending entity.

Section 10.3. Termination. Termination of this Declaration and after the Planned Community has been created shall occur if so voted by eighty percent (80%) of the Lot Owners. A decision to terminate this Declaration shall also require the written approval of sixty percent (60%) of the First Mortgagees.

Section 10.4. Duration. If any covenant, condition, restriction, or obligation of this Declaration, or this Declaration itself, is adjudicated to be illegal and/or of no force and effect because of its perpetual nature, then any covenant, condition, restriction or obligation, or this Declaration itself, shall be deemed to run with and bind the Property for a term of forty (40) years from the date of execution of this Declaration, and shall be deemed to automatically be extended for successive periods of ten (10) years unless terminated as provided herein.

Section 10.5. Compliance. Each Lot Owner shall be governed by and shall comply with the terms of this Declaration and any resolution, Rules and Regulations, or similar type documentation promulgated by the Association.

ARTICLE 11 Rights Related to First Mortgagees

Section 11.1. General Rights to Notice. Any First Mortgagee on a Lot may send the Association a written request identifying the First Mortgagee's name and address and the Lot against which it holds a first mortgage lien. Thereafter, the Association shall be obligated to send said First Mortgagee timely written notices as to any of the following: (i) any condemnation loss or casualty loss which materially affects the financial condition of the Project or any Lot; (ii) any delinquency in the payment of Assessments or other charges by a Lot Owner of an Lot subject to a first mortgage which delinquency remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed amendment or termination which requires the approval of the First Mortgagees.

Section 11.2. First Mortgagee Approval Required as to Certain Amendments. With respect to certain proposed amendments to this Declaration which could have a significant impact upon the rights and security of First Mortgagees, in addition to such an amendment receiving the approval of Lot Owners required in Section 10.1, the amendment shall also require the approval in writing of sixty percent (60%) of the First Mortgagees. The amendments which would be deemed to have a significant impact upon the rights and security of a First Mortgagee are as follows: (i) a change in voting rights of Association

Lot Owners other than provided for in this Declaration, (ii) a change in the manner Assessments are allocated or an alteration in the existing priority of First Mortgage liens over Assessments; (iii) alteration or elimination of the requirements for Assessment of reserves for maintenance, repair, monitoring and replacement of Common Elements and the improvements located thereon; (iv) sale, transfer, or alienation of the Common Elements, or alteration in the use of the Common Elements; (v) changes in responsibility for maintenance and repairs; (vi) changes in boundaries of any Lot, or the Common Elements, (vii) changes in any insurance or fidelity bonds; (viii) change in the terms required for leasing an Association Lot; (ix) removal of Property from the Project; (x) imposition of restrictions on an Association Lot Owner's rights to sell, transfer or alienate an Association Lot; (xi) restoration of the Project after casualty damage or partial condemnation in a manner other than restoring or repairing the Project to the way it existed prior to said casualty or condemnation; (xii) any amendment or action that would effectively terminate this Declaration or the legal status of the Project; (xiii) any decision by the Association to establish self-management when professional management had been previously required by a First Mortgagee; or (xiv) change in any provision of this Declaration which expressly benefits First Mortgagees.

Section 11.3. Failure to Provide Negative Responses. For the purposes of Section 11.2 of this Declaration, a First Mortgagee who receives a written request by certified mail, return receipt requested, to approve an action of the Owners or the Association for the matters described in Section 11.2, shall be deemed to have consented to such action unless said First Mortgagee provides a negative response to the Association within thirty (30) days of the date the written request is received by the First Mortgagee.

ARTICLE 12 Miscellaneous

Section 12.2. Partition. No Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part of the Common Elements without the written consent of the Association.

Section 12.3. Captions, Headings. The captions and section numbers appearing in this Declaration are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Declaration or have any substantive effect.

Section 12.4. Partial Invalidity. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

Section 12.5. Government Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflicts of laws.

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the ____ day of _____, 2024.

Dana T. Percy, Jr.

Peter E. Percy

STATE OF _____

COUNTY OF _____, SS.

At _____ (city/town), _____ (state/commonwealth) on this ____ day of _____, 2024, personally appeared Dana T. Percy, Jr. and Peter E. Percy and they acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____

[seal]

Notary Public
My Comm. Exp. _____
My Comm. Number _____

Schedule A
Property Description

Being a parcel of land containing, 12.36 acres to the centerline and 11.80 acres to the sideline of Cape Cod Road, consisting of Lots 1 – 12 and the Common Land, all as shown more on a survey entitled “Subdivision and Boundary Line Adjustment for River’s Edge PUD, Owners: Dana T. Percy, Jr. and Peter E. Percy, Weeks Holl Road and Cape Cod Road, Stowe, Vermont,” prepared by Grenier Engineering, P.C., dated February 2024, revised _____, 2024, and to be recorded in the Town of Stowe Land Records.

Said lands and premises consist of all or portions of the following parcels of land:

- a. Being all and the same lands and premises conveyed to Dana T. Percy, Jr., by Warranty Deed of Dale E. Percy dated April 18, 1991 and recorded at Book 218, Page 345 of the Town of Stowe Land Records, and to Peter E. Percy by Warranty Deed of Dale E. Percy dated November 2, 1995 and recorded at Book 307, Page 322 of the Town of Stowe Land Records (“Ski Lag Parcel” or “Riley/Murphy/Savage Parcel”).
- b. Being a portion of all and the same lands and premises conveyed to Dana T. Percy, Jr. and Peter E. Percy by Warranty Deed of Dale E. Percy dated February 16, 1995 and recorded at Book 307, Page 326 of the Town of Stowe Land Records (“Percy Park Office Parcel”).
- c. Being a portion of all and the same lands and premises conveyed to Dale E. Percy and Peter E. Percy by Warranty Deed of Cape Cod Associates dated September 23, 1994 and recorded at Book 287, Page 255 of the Town of Stowe Land Records. The interest of Dale E. Percy was conveyed to Dana T. Percy, Jr. by Warranty Deed dated October 25, 1995 and recorded at Book 307, Page 324 (“Cape Cod Parcel B”).

The Property is commonly known as designated as 281 Cape Cod Road, Stowe, Vermont.

Schedule B

**BY-LAWS
OF**

RIVER'S EDGE HOMEOWNERS ASSOCIATION, INC.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is River's Edge Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Stowe, Vermont, but meetings of members and directors may be held within or without this State as may be provided in the By-Laws.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to River's Edge Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean the common open land owned by the Association, together with the common water and wastewater infrastructure located thereon.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential lot in River's Edge, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. In the event of a deadlock on a vote concerning any matter governed by these By-Laws, the Owners may select an arbitrator whose decision on the "deadlock matter" shall be binding on the respective Owners.

**ARTICLE IV
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on date in the month of October, at such place and time as the Directors may dictate.

Section 2. Notice of Meetings. Written notice of any regular or special meeting

of the members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting.

Section 3. Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be represented.

Section 4. Proxies. At all meetings of members, each member may vote in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Members. The affairs of this Association shall be managed by a board of not less than three nor more than five directors, who must be members of the Association. The exact number to be determined at the time of the election or appointment.

Section 2. Term of Office. Directors shall hold office for a period of two (2) years. Cumulative voting in the election of directors shall not be permitted.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Resignation. Any director may resign at any time by written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any length of time specified herein. Unless otherwise specified therein, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or

her actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. A regular meeting of the directors shall be held immediately after and at the same place as the annual meeting of members. The Board may provide the time and place within Stowe, Vermont.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director and all members.

Section 3. Quorum and Voting. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4. Action Without A Meeting. The directors may act without a meeting by instrument signed by all directors provided that such instrument is inserted in the minute book and notice is provided to the members. Any action so taken shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction of;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one half (1/2) of the members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are property performed;

(c) as more fully provided in the Declaration, to;

(i) fix the amount of the annual assessment against each Unit as least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be

bonded, as it may deem appropriate;

(g) cause the Common Land, the access roadway and any other facilities owned by the Association to be maintained in accordance with State and local permits and approvals.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Designation of Officers. The principal officers of the corporation shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from the office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

PRESIDENT

The president shall be the chief executive officer of the Association. He/she shall preside at all meetings of the unit owners and of the Board of Directors. He/she shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the laws of the State of Vermont, including but not limited to, the power to appoint committees from among the unit owners from time to time as he/she in his/her discretion decides is appropriate to assist in the conduct of the affairs of the Association. The president shall see that the orders and resolutions of the

Board are carried out.

VICE - PRESIDENT

The vice-president shall act in the place and instead of the president in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board of Directors. Vouchers for the payment of Association funds shall be approved by the treasurer before payment.

COMPENSATION OF OFFICERS

No officers shall receive any compensation from the Association for acting as such, except that officers may be reimbursed for out of pocket expenses or may be paid services rendered if so voted at membership meeting.

ARTICLE X COMMITTEES

The Board of Directors may appoint such committees as are deemed appropriate in carrying out its purpose.

ARTICLE XI BUDGET AND ASSESSMENT

Section 1. Directors' Proposal. At least thirty (30) days before the annual members' meeting the Board of Directors shall submit to the members a proposed budget for the ensuing year which depicts the anticipated operating expenses and taxes to be paid, equipment improvement and replacement, and reserved payments to be made by the

Association to the members for such year and a sufficient amount to defray those expenditures.

Section 2. Members Adoption. The proposed budget shall not become final until submitted to the annual meeting of the members who may either adopt it as presented or adopt it in some revised fashion. The annual assessment shall take effect from the first month following this adoption.

Section 3. Supplemental Assessment. If during any fiscal year the Board of Directors determine that the annual assessments for that year are less than operating expenses actually incurred or likely to be incurred, the Board may recommend a supplemental assessment and convene a special members' meeting for the purpose of acting upon such recommendations. Such a supplemental assessment shall be payable in accordance with the resolution authorizing same.

Section 4. Capital Assessment. The corporation may levy a capital assessment covering the period either longer or shorter than the year in which it is voted for the purpose of defraying the costs of constructing, reconstructing, adding to, replacing, or otherwise improving a capital improvement upon the Association property provided that the same duly adopted by the members voting at any annual or special meeting called for the purpose.

Section 5. Payment Liability. Each Owner shall be liable to the corporation for payment of the full amount of all assessments attributable to the lot and the owner may not exempt or discharge himself or herself from liability for payment thereof by not using, or waiving his right to use the Association property. Any delinquency shall be a lien upon the lot and may be foreclosed by the Association.

Section 6. Delinquent Costs. If an Owner fails to pay when any assessment is due he shall be liable for interest thereon from the due date at the legal rate of interest then prevailing at local lending institutions for mortgages and further in event collection is required the unit owner shall be responsible for any attorney's fees or costs in connection with the collection of same, including the cost of foreclosure if necessary.

Section 7. Suit and Attachment. The Association may bring suit against the owner for the collection of delinquent assessments and it may, as an incident thereof, make an attachment against the owners' units.

Section 8. Audit. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member not later than six (6) months after the end of the fiscal year.

ARTICLE XII ADDITIONS, ALTERATIONS, and IMPROVEMENTS

Section 1. Additions, Alterations, and Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, alterations, or improvements costing in excess of Two Thousand, Five Hundred

and no/100 Dollars (\$2,500.00) the Board of Directors shall proceed with such alterations or improvements only with the consent of 75 percent of the unit owners and shall assess all unit owners for the costs of the common charge.

Section 2. Additions, Alterations, and Improvements by Owners. In order to maintain and insure the architectural integrity of River's Edge Hom Owners Association, Inc as originally established by its developers, no unit owners shall make any structural additions, alterations, or changes without the approval of the Board of Directors.

ARTICLE XIII BOOK AND RECORDS

The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Board of Directors and the Managing Agent; minutes of the meetings of the Board of Directors; minutes of the meetings of the members; financial records and books of account for the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each assessment of common charges against such unit, the date when due, the amounts paid thereon, the balance remaining unpaid, and a list of all mortgagees of record for each unit. The Board of Directors shall present to the members at the annual meeting a written statement concerning the Association's acts and affairs, or at any special meeting upon the request in writing of one half (1/2) of the members of a written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all members at the annual Association meeting. The books, records, papers, Articles of Association, and By-Laws of the Association shall be available to its members at the principal office of the Association and copies of the same shall be available to members at a reasonable cost.

ARTICLE XIV PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XV AMENDMENTS

Section 1. Vote Required. These By-Laws may be amended at any annual members' meeting or at a special meeting of the members called for that purpose by a vote of 75 percent of the Association.

Section 2. Limitations. No such amendment shall be valid if it would render the Association contrary to or inconsistent with any requirements of the provisions of the Vermont Uniform Common Interest Ownership Act.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Severability. The invalidation of any provisions of these By-Laws shall no wise affect any other provisions which shall remain in full force and effect.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provisions thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to included the feminine gender, and also the neuter gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 4. Waiver. No restrictions, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XVII FISCAL YEAR

The fiscal year of the Association shall begin on January 1 and shall end on December 31 of every year, except that the first fiscal year shall begin on the date of the incorporation.

IN WITNESS WHEREOF, the Declarant has executed or caused this Declaration to be executed as of the ____ day of _____, 2024.

Dana T. Percy, Jr.

Peter E. Percy

STATE OF _____

COUNTY OF _____, SS.

At _____ (city/town), _____ (state/commonwealth) on this ____ day of _____, 2024, personally appeared Dana T. Percy, Jr. and Peter E. Percy and they acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me, _____

[seal]

Notary Public
My Comm. Exp. _____
My Comm. Number _____



Notice of DRB Decision
Town of Stowe Zoning Office
PO Box 730
Stowe VT 05672

You recently received approval for the project listed below from the Development Review Board. Attached is a copy of the DRB decision for your records.

Please contact the Planning and Zoning Office at 253-6141 if you have any questions.

APPLICATION INFORMATION

Project Number 6986
Application Date 8/26/2022
Physical Location 281 CAPE COD RD
Map ID 07-017.000 Tax ID 27069
Project Description PRELIMINARY SUBDIVISION REVIEW OF PUD; EXISTING 4 UNIT APARTMENT BUILDING WILL
REMAIN ON LOT 1 OF 1.4± ACRES, PROPOSED LOTS 2-8 INTENDED FOR SINGLE FAMILY
DWELLINGS
Owner DANA & PETER E PERCY
Applicant
Applicant Address 259 WEEKS HILL ROAD
STOWE VT 05672

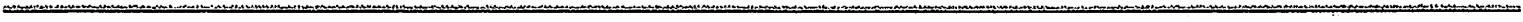
APPROVALS ON RECORD

Action Taken	Date	Effective Date	Expiration Date
DRB DECISION	11/2/2022	12/2/2022	11/2/2024

Sarah McShane

Zoning Office

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The second part of the document provides a detailed breakdown of the financial data for the quarter. It includes a table showing the revenue generated from various sources, as well as the associated costs and expenses. The final part of the document concludes with a summary of the overall financial performance and provides recommendations for future actions to improve efficiency and profitability.



The second part of the document provides a detailed breakdown of the financial data for the quarter. It includes a table showing the revenue generated from various sources, as well as the associated costs and expenses. The final part of the document concludes with a summary of the overall financial performance and provides recommendations for future actions to improve efficiency and profitability.

TOWN OF STOWE
DEVELOPMENT REVIEW BOARD
Findings of Fact & Conclusions of Law



PROJECT 6986

SUBJECT PROPERTY 281 Cape Cod Road (#07-017.000 & 07-033.000)

PROPERTY OWNER

Dana T. Percy & Peter E. Percy
269 Weeks Hill Road
Stowe, VT 05672

APPLICANT

Matthew Percy/Dale Percy Inc.
259 Weeks Hill Road
Stowe, VT 05672

APPLICATION

The Applicant, Matthew Percy, on behalf of property owners Dana T. Percy & Peter E. Percy (herein referred to as the "Applicant"), requests preliminary subdivision review of a Planned Unit Development [PUD]. The proposed PUD involves five (5) existing parcels; four (4) of the parcels total ± 14.59 acres, one (1) of which contains the existing multi-family dwelling located on Cape Cod Road; the "Percy Park" parcel contains ± 14.0 acres and contains existing shop and garage buildings with access connecting to Weeks Hill Road. The proposed PUD also involves a boundary line adjustment, as well as the creation of nine (9) subdivided residential lots, open space, and related improvements. As proposed, the PUD creates a total of nine (9) residential lots as follows:

- Lot 1 consisting of ± 1.38 acres and containing the existing four (4) unit multi-family dwelling;
- Lot 2 consisting of ± 0.20 acres and designed for a single-family dwelling;
- Lot 3 consisting of ± 0.18 acres and designed for a single-family dwelling;
- Lot 4 consisting of ± 0.16 acres and designed for a single-family dwelling;
- Lot 5 consisting of ± 0.14 acres and designed for a single-family dwelling;
- Lot 6 consisting of ± 0.15 acres and designed for a single-family dwelling;
- Lot 7 consisting of ± 0.16 acres and designed for a single-family dwelling;
- Lot 8 consisting of ± 0.18 acres and designed for a single-family dwelling;
- Lot 9 consisting of ± 0.24 acres and designed for a single-family dwelling.

The proposed residential lots will have a shared access off Cape Cod Road- a class 3 town-maintained highway. The project is located near the intersection of Cape Cod Road and Weeks Hill Road within the Rural Residential 2 (RR2), Highway Tourist (HT), and West Branch Community Service District (WBCSD) zoning districts. Portions also lie within the Flood Hazard Overlay District, the Fluvial Erosion Hazard Overlay District, and the Source Protection Overlay District. The application was reviewed by the Development Review Board (DRB) under the Town of Stowe Subdivision Regulations (effective through July 16, 2012) and the Town of Stowe Zoning Regulations (effective June 13, 2022). The DRB procedural history and relevant findings are attached.

REVIEW PROCESS

(Application materials, hearing notices, meeting minutes on file at the Stowe Town Office.)

An application for preliminary subdivision/PUD review was filed by Applicant Matthew Percy and received on August 24, 2022. The application was accepted as administratively complete by Town of Stowe Zoning Administrator Sarah McShane and referred to the DRB for a public hearing. A public hearing of the DRB was scheduled for October 18, 2022 and warned by the Zoning Administrator in accordance with Section 2.14 of the regulations and 24 V.S.A. §4464. The hearing notice was published in the Stowe Reporter on September 29, 2022.

The public hearing to consider the application convened on October 18, 2022, with a quorum of the DRB present. The hearing was held at the Stowe Town Office, with remote participation available via Zoom. No *ex parte* communications or conflicts of interests were reported. Members participating in the October 18th review included: D. Clymer, L.Wasserman, W.Ardolino, S.Henshaw, P.Roberts, M.Black, and D.Kelly.

PARTICIPANTS

The following persons attended and participated in the hearing process, and may be afforded status as interested persons with rights to appeal:

- Matt Percy, 259 Weeks Hill Road, Stowe, VT 05672
- John Grenier, P.O. Box 445, Waterbury, VT 05676
- Chris Austin, P.O. Box 445, Waterbury, VT 05676

THE RECORD

The following materials were submitted in support of the application and entered into the hearing record:

- Town of Stowe Development Application, dated 8/9/2022;
- Project Narrative by Grenier Engineering, dated 8/11/2022;
- Site Plan -Proposed PUD- River's Edge Owner Percy & Percy, prepared by Grenier Engineering PC, dated 8/11/2022;
- Overall Site Plan -Proposed PUD- River's Edge Owner Percy & Percy, prepared by Grenier Engineering PC, dated 8/11/2022;
- Streetscape Planting Plan prepared by Knauf Landscape Architects.

The DRB adjourned the hearing that evening, following the submission of testimony and evidence, marking the start of the 45-day period for the issuance of written findings and a decision.

FINDINGS OF FACT & CONCLUSIONS OF LAW

During its review of the application, the Board made the following Findings of Fact

The Applicant's request for preliminary subdivision/ PUD approval was reviewed by the DRB for conformance with applicable requirements including the following:

Town of Stowe Zoning Regulations (effective June 13, 2022)

- Section 2- Administration and Enforcement
- Section 3- General Regulations
 - Conditional Use Standards
- Section 4- Specific Use Standards
- Section 5- Zoning Districts
- Section 6- Uses, Dimensional Requirements and Density
- Section 13- Planned Unit Development

Town of Stowe Subdivision Regulations (effective through July 16, 2012)

- Section 2 – General Provisions
- Section 3- Administration and Enforcement
- Section 4- Submission Requirements
- Section 5- Planning and Design Standards

DIMENSIONAL REQUIREMENTS:

1. **Zoning District.** The subject parcels are located within the Rural Residential 2 (RR2), Highway Tourist (HT), and the West Branch Community Service (WBCS) zoning districts with portions lying within the Fluvial Erosion Hazard Overlay District, Flood Hazard Overlay District, and Source Protection Overlay District, as shown on the Official Town of Stowe Zoning Map (effective June 13, 2022).
2. **Lot Area, Lot Width.** The minimum size for a PUD is ten (10) acres. The proposed PUD involves parcels #07-017.000 & 07-033.000. The involved parcels consist of a total of ±14.59 acres and ±14.0 acres. The Applicant proposes to create nine (9) lots as follows:

Lot 1 consisting of ±1.38 acres and containing the existing four (4) unit multi-family dwelling;
Lot 2 consisting of ±0.20 acres and designed for a single-family dwelling;
Lot 3 consisting of ±0.18 acres and designed for a single-family dwelling;
Lot 4 consisting of ±0.16 acres and designed for a single-family dwelling;
Lot 5 consisting of ±0.14 acres and designed for a single-family dwelling;
Lot 6 consisting of ±0.15 acres and designed for a single-family dwelling;
Lot 7 consisting of ±0.16 acres and designed for a single-family dwelling;
Lot 8 consisting of ±0.18 acres and designed for a single-family dwelling;
Lot 9 consisting of ±0.24 acres and designed for a single-family dwelling.

In addition, the Applicant proposes a boundary line adjustment of ±2.19 acres from #07-017.000 to #07-033.000. The minimum lot area within the RR2 district is two (2) acres. Per Section 13.2, the DRB may modify applicable area and dimensional requirements of the underlying zoning districts for PUDs. The Applicant's narrative discusses the requested modifications to reduce the lot area, width, and lot setbacks.

3. **Setbacks.** Setbacks within the RR2 district are as follows: Front 60 ft; Side 50 ft; Rear 50 ft. Setbacks within the WBCSD area are as follows: Front 60 ft; Side 35 ft; Rear 35 ft. As required under Section 13.3(A), along the outside boundary of the project, the structure setback shall be twice the setback requirement for the district in which it is located. The setback shall be free of all buildings, structures, and parking areas, but may contain signs and may be crossed by necessary access driveways. The DRB may grant a waiver from the double setback requirement when all the following criteria are found to be met:

- i. The double setback is not found necessary to protect the privacy of neighboring properties due to topography, existing vegetation to remain, proposed landscaping or other mitigation measures being proposed by the applicant.*
- ii. The double setback is not found necessary to protect the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas; and*
- iii. The double setback is not found necessary to protect the character of the area affected as defined by the purpose of the zoning district.*

The provided plans show the double setback as measured from Cape Cod Road but do not show the double setback along the entire boundaries of the PUD. The existing nonconforming building on Lot 1 is within the setback- the building was constructed prior to the adoption of zoning regulations. Although not shown on the plans, some of the existing buildings on the Percy & Percy parcel (i.e. Percy Park) also likely are within the double setback. The existing buildings may be considered nonconforming to the PUD but any new buildings within the PUD would need to meet the double setback requirements. A revised plan showing the entire PUD boundaries and double setback will be required as a condition of approval.

The minimum setback for permitted uses on individual lots shall be ten (10) feet from all interior property lines. One and two-family dwellings shall be located at least twenty (20') feet from each other. The distance between buildings containing conditional uses shall not be less than permitted by the Vermont Department of Fire Safety. The proposed plan maintains adequate interior setbacks.

Section 3.10 protects mapped watercourses and requires a 50-foot riparian setback. A mapped watercourse runs through the parcel but is not shown on the plans. During the hearing the Applicant testified that they had located the watercourse in the field and mapped it. Its actual location on the ANR maps is incorrect and the watercourse actually drains into the mapped wetlands. As designed, the fifty (50) foot riparian setback is respected.

4. **Maximum Building Coverage.** Does not apply to the RR2 district. Maximum building coverage in the WBCSD is 20%. As a condition of preliminary approval, the Applicant must provide the building coverage within WBCSD district.

5. **Use.** The Applicant proposes a 9-lot subdivision intended for single-family dwellings. One (1) family and two (2)-family dwellings are a permitted use in the RR2 district. No changes or expansion of use are proposed on the Percy & Percy parcel.
6. **Density.** In the RR2 district, density is allowed at a rate of one (1) single-family dwelling/multi-family dwelling per two (2) acres. In the WBCSD single-family dwellings are allowed at a density of one (1) per acre. The Applicant provided a density calculation as follows:

RR-2 = 11.6 acres/2 acres/unit = 5 units
 WBCS = 15.19 acres/1 acre/unit = 15 units
 HT = 1.8 acres/1 acre/unit = 1 unit
 Total = 21 units of available density
 Required for proposed PUD = 12 units
 Surplus density = 9 units

SECTION 5.1 – GENERAL PLANNING STANDARDS:

7. **Section 5.1(1) – Character of Land for Subdivision:** Prior to the approval of a subdivision plat, the subdivider has the responsibility to satisfy the Board that the land to be subdivided is of such a character that it can be used for the intended purposes without undue adverse impact on public health or safety, or the environment or, neighboring properties or the rural and historic character of the community as outlined in the regulations. Subdivision plats shall conform to the zoning regulations, any interim zoning, subdivision regulations, and other applicable statutes, ordinances, bylaws and/or regulations. In addition, subdivision plans should be in general accordance with Stowe’s Municipal Plan.
 - a. The Applicant proposes a 9-lot subdivision. Each lot is intended for residential development (single-family dwellings).
 - b. The proposed development road is shown to be approximately 22’ in width within a 50’ right-of-way.
 - c. The parcel contains areas within the Flood Hazard Overlay District and Fluvial Erosion Hazard District. No development is proposed within these areas.
 - d. The parcel contains inventoried wetlands. Wetlands and associated buffers are depicted on the plans. The project is designed to avoid impacts and fragmentation of these areas.
 - e. As proposed, the lots are to be served by on-site wastewater disposal systems and shared potable water sources/drilled wells.
 - f. The proposed project is designed around the identified environmental constraints to avoid impacts.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(1); the land can be used for the intended purposes without undue adverse impact on public health or safety, or the environment or, neighboring properties or the rural and historic character of the community.

8. **Section 5.1(2) – Natural and Scenic Features:** All subdivisions shall be designed to prevent undue adverse impact on: brooks, streams, water bodies, ground water resources and wetlands; prime agricultural soils, farmland resources and scenic meadowland; important forest resources; aesthetic resources and scenic vistas, including views onto and arising from subject property. The parcel contains lands within the Flood Hazard Overlay District, as well a stream, and wetlands.

- a. The parcel to be subdivision contains mapped prime agricultural soils. The significance of this soils is unknown.
- b. The project has been designed to avoid impacts to these resources by clustering the proposed residential development in a small portion of the site and leaving remaining lands as open space and riparian/wetland areas.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(2), Natural and Scenic Features. The Applicant will be required to provide revised homeowners association documents clearly indicating proposed protection measures for the wetland and wetland buffer.

9. **Section 5.1(3) – Protection of Significant Wildlife Habitat and Natural Communities:** All mapped significant wildlife habitat areas are required to be shown on subdivision site plans. If any portion of a proposed subdivision is within an identified significant wildlife habitat area the DRB may require the submission of a wildlife habitat assessment, prepared by a wildlife biologist or comparable professional, to identify potentially impacted habitat and provide recommended management strategies. Vermont Fish and Wildlife Department staff may also be consulted to provide guidance with this review.

- a. According to the ANR Natural Resources Atlas, the parcel proposed to be subdivided does not contain any significant natural communities, deer wintering areas, or natural communities but does contain a low priority habitat block and wetlands.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(3), Protection of Significant Wildlife Habitat and Natural Communities.

10. **Section 5.1(4) – Historic Resources and Community Character:** Subdivisions are required to minimize undue adverse impact on historic sites and the character of the Town. Subdivisions in or adjacent to existing village areas, including Stowe Village, Lower Village, Moscow and designated commercial growth centers, shall be designed to reflect traditional village settlement patterns characterized by an appropriate scale of development, an interconnected street network with development oriented to the streetscape, a mix of land uses and pedestrian access. Subdivisions in rural areas shall result in minimum undue adverse impact on the rural landscape as characterized by open fields, forested mountains and hillsides. The rural character exists due to the scenic vistas, large uninterrupted forested areas, open fields along public roads, and limited development along roads. The subdivision regulations define village and rural areas as follows:

Area, rural: Any area in the Town of Stowe not defined as a village area.

Area, Village: All areas within the VC, VR, MRV, MCR, LVC, and MC Zoning Districts.

Individual lots and building zones shall be delineated so as to mitigate the visual impact of new development on views from existing roadways, adjacent properties, and offsite vantage points.

- a. The portion of the PUD proposed to be subdivided and developed is characterized by flat lands, wetlands, and riparian areas.
- b. The site plan shows the location of nine (9) house sites on Lots 1-9. The proposed parcels are clustered together creating a dense residential neighborhood and avoids impacts to sensitive environmental areas.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(4), Historic Resources and Community Character.

11. **Section 5.1(5) – Reserved Strips:** No privately-owned reserved strip which controls access to any part of the subdivision or to any other parcel of land from any street or from any land dedicated to public use shall be permitted.
- a. No reserved strips are proposed.
 - b. Lots 2-9 are proposed to be served by a shared access (road/street) connecting to a Town Highway.
 - c. No change in access to the Percy Park parcel or Lot 1 are proposed.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(5), Reserved Strips.

12. **Section 5.1(6) – Screening and Landscaping:** The DRB is authorized to require the planting or preservation of trees or other vegetation to provide visual screening of development or to otherwise soften and/or lessen the impact of development on natural features and scenic vistas. Street trees along public or private roadways may also be required in order to establish a canopy effect in developed areas and where existing street trees are already present in the vicinity. The size, type, or location of such trees shall depend on the particular land parcel. Section 4.6 (Landscaping Standards) of the Zoning Regulations shall be used as a guideline for any required landscaping. A maintenance plan of all existing and proposed landscaping shall be prepared and submitted for review. Such a plan shall address specific measures to be taken to ensure the survival, and if necessary, replacement, of designated landscaping during and after the construction; parties to be responsible for ongoing maintenance; and any Town obligations for maintenance.

- a. Landscaping surrounding each dwelling will be the responsibility of the future individual landowners.
- b. The Applicant provided a Streetscape Planting Plan which identifies the following landscaping along the proposed shared roadway.

PLANT SCHEDULE FOR RIVER'S EDGE				
TREES				
Key	Botanical Name / Common Name	Characteristics	Size	Qty
AF	Acer x freemanii x 'Autumn Brilliance' / Red Silver Maple Cultivar	Brilliant red autumn foliage	3-3.5" cal.	4
QR	Quercus rubra / Northern Red Oak	Burgundy red autumn foliage	3-3.5" cal.	4
UA	Ulmus americana 'Jefferson' / American Elm Cultivar	Vase shaped canopy	3-3.5" cal.	3

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(6), Screening and Landscaping.

13. **Section 5.1(7) – Pedestrian Access:** The Board is authorized to require rights- of-way to facilitate pedestrian circulation within the subdivision and to ensure access to adjoining properties or uses.
- a. The Applicant proposes a curbed five (5) foot wide sidewalk along the western portion of the shared roadway. The sidewalk will provide interior pedestrian connections.
 - b. A foot path is proposed beginning near the southern property line of Lot 7. The proposed footpath connects to the nearby Stowe Recreation Path.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(7), Pedestrian Access.

14. Section 5.1(8) – Traffic: The regulations require traffic to be generated by the proposed subdivision not to create unreasonable traffic congestion or cause unsafe conditions regarding use of existing roadways. To satisfy this standard, the Board is authorized to request the preparation of a traffic impact study to address all concerns relative to traffic impact and safety. The DRB shall use nationally accepted traffic engineering standards when evaluating the impact of traffic.

- a. The Applicant proposes a total of nine (9) new lots each intended for single-family dwellings.
- b. The Applicant did not provide an estimated total number of vehicle trips, however the additional nine (9) single-family dwellings are not expected to result in a significant increase in traffic.
- c. According to the VT Agency of Transportation Traffic Study Guidelines, a traffic impact study should be considered when the proposed development generates seventy-five (75) or more peak hour trips directly accessing the State Highway System.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance Section 5.1(8), Traffic. As a condition of preliminary approval, the Applicant will be required to submit a trip generation assessment with the final application.

15. Section 5.1(9) – Municipal Facilities: The Applicant must demonstrate that the proposed subdivision will not create an undue burden on municipal facilities or create an unreasonable demand for municipal services.

- a. Staff requested comments on the proposal from respective Town departments including the Department of Public Works, Fire Department, Stowe Electric, Police Department, EMS, and Parks and Recreation.
- b. No Municipal Department review forms returned indicated that the proposed development would have any adverse impact on existing or planned community facilities and services.
- c. The proposed lots will be served by on-site wastewater systems and potable water sources and a Class 3 town-highway.
- d. Stowe Electrical Department and Fire Department provided comments indicating they have no concerns.
- e. No additional municipal comments were received.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(9), Municipal Facilities.

16. Section 5.1(10) – Lot Configuration: Flag lots, elongated lots, and other odd shaped lots which include narrow strips of land are prohibited unless the Board finds the configuration is appropriate given the existing topography and natural features, existing development, or the existing configurations of internal or adjacent lots.

- a. The proposed lots are all of regular shape except for the eastern boundaries of Lots 8 & 9 which delineates the wetland buffer.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(10).

17. **Section 5.1(11) – Building Zone:** The Board must find that the proposed subdivision provides adequate building sites for each proposed lot. Such sites may be restricted to a specific building zone, to be depicted on the plat, located and sized to ensure compliance with all of the provisions of Section 5 of the regulations.

- a. The site plan shows the proposed setbacks but does not label this area as a designated building zones for Lots 2-9.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(11), Building Zone. As a condition of preliminary approval, the Applicant will be required to properly label the building zone on the final plans.

18. **Section 5.1(12) – Fire Protection Facilities:** The regulations require adequate water storage or distribution facilities for fire protection to be available. This may include the installation of ponds and dry fire hydrants and the extension of public water with fire hydrants. Where practicable, or where required by the Board, fire hydrants shall be installed by the subdivider. Construction of driveways and roads shall be in general compliance with the Stowe Fire Department Construction Standards where applicable.

- a. During the hearing the Applicant testified that the road has been designed in accordance with the Fire Department Specifications.
- b. Providing a fire hydrant is not possible since municipal water does not currently serve this area.
- c. The proposed shared road is designed to be 22' in width and contains emergency turn-arounds.

~~**Conclusion:** Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(12), Fire Protection Facilities. The Fire Department will be asked to provide comments on the final application.~~

19. **Section 5.1(13) – Disclosure of Subsequent Development Plans:** Whenever a subdivider submits a proposal for development on only a portion of a parcel, the Board is authorized to require a general indication of the intended uses of the remaining portion of land. Such an indication shall include access, type of use, intensity of use, and phasing. The Board is authorized to require the execution of a development agreement between the applicant and Town which ensures the ongoing integration of future development with each phase of subdivision or may require a note on the plat restricting future development of the remaining land without further review by the Board.

- a. No future development plans are provided in the application materials.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.1(13), Discloser of Subsequent Development Plans.

20. **Section 5.1(14) – Private Enforcement Mechanisms:** As a condition of subdivision approval, the Board may require the formation of a homeowner's association, consisting of the owners of all properties within the subdivision, to ensure the continual maintenance of shared driveways and other shared facilities. The Board shall require that such enforcement mechanisms be recorded before any zoning permits are issued.

- a. The Applicant did not provide draft homeowner's association documents which outline private restrictions within the development including how the shared improvements will be maintained, however this is noted in the project narrative.

Conclusion: Based on the above findings, the DRB concludes the final application must document conformance with Section 5.1(14), Private Enforcement Mechanisms.

21. **Section 5.2 – Prominent Hillsides and Ridgelines:** Does not apply.

22. Section 5.3 – Open Space and Cluster Development: Except for exemptions granted under Section 5.3(6), the Board shall, in subdivisions having lots or potential dwelling sites for five (5) or more family dwelling units (excluding accessory apartments), and for all Planned Residential Developments (PRDs), require that the subdivision plat designate one (1) or more areas of character, size, shape and location suitable to be used as open space, park or playground. The Board may require the designation of open space when a subdivision consists of the creation of additional lots from a previously approved subdivision where the total new and previously approved lots is greater than four (4) lots.

- a. According to §13.3(4) of the regulations, in the case of planned unit development (PUD) or planned residential development (PRD), the open space shall meet the purposes required in the zoning and subdivision regulations. The plat shall identify all areas of open space and shall contain the following statement relating to those lands so designated: *"The lands designated as open space on this plat shall remain in open space. The open space shall run with the land and shall apply to future conveyances of all or parts of the herein open space, unless otherwise specifically approved by the DRB."*
- b. The site plan identifies the floodplain and wetlands areas as dedicated open space however the open space areas and their boundaries are not clearly identified. The regulations require that the open space be noted on the final plat.

Conclusion: Based on the above findings, the DRB concludes as part of the final application, the Applicant will be required to document conformance with Section 5.3, Open Space and Cluster Development prior to obtaining final subdivision approval.

23. Section 5.4 – Road Standards and Coordination with Public Highways: All proposed public and private roads shall be designed to ensure the safe and efficient movement of vehicles. Roads shall be logically related to topography so as to produce usable lots and reasonable road grades and shall be in harmony with existing and proposed public highways. Wherever extensions of proposed roads could rationally provide public access to adjacent properties or connection to existing public State or Town highways, a right of way across the subdivider's property may be required.

- a. Section 16.48 of the Zoning Regulations define the term 'Driveway' as follows... *"A roadway used to access not more than three (3) dwelling units that is in private ownership."* The Applicant proposes a development road with access off Cape Cod Road. The road will serve eight (8) proposed residential lots, each with individual driveways.
- b. Section 5.4(3) of the Subdivision Regulations states *"All access shall meet the requirements of Section 3.1 (Access Management and Frontage Requirements) of the Stowe Zoning Regulations"*. Section 3.1(6) states *"Where located on town highways, such parcels shall have no more than one (1) access road or driveway for the first six hundred (600') feet or fraction thereof of frontage on such local road and one (1) additional access road or driveway for each additional six hundred (600') feet or fraction thereof of frontage."* The Applicant proposes one (1) curb cut to provide shared access to eight (8) Lots 2-9.
- c. The existing multi-family dwelling is served by two (2) existing driveway cuts. The parcel contains more than 800 ft of frontage. One (1) of the existing driveway cuts must be removed in order for the development road to have access onto the town highway.
- d. Section 5.4(5) of the town Subdivision Regulations state *"Every subdivision plat shall show the necessary right-of way for all proposed roads, as required by these regulations and the Stowe Zoning Regulations, regardless of whether the proposed road is intended to be accepted by the Town. In the event the road is not intended for acceptance by the Town, the mechanism with which the right-of-way is to be maintained, owned and/or conveyed shall be clearly documented."* Section 3.1(1) of the town Zoning Regulations requires a permanent easement or right-of-way not less twenty-five (25') feet

wide for accesses serving three (3) or less dwellings/lots. The proposed road appears to have a 50' right-of-way.

- e. As part of the final application the Applicant will be required to provide information on the maintenance of the common elements.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.4, Road Standards and Coordination with Public Highways. As part of the final application, the Applicant will be required to submit a driveway entrance permit from the Department of Public Works.

24. Section 5.5 – Utilities and Stormwater Management: All subdivisions shall make adequate provisions for stormwater and required utilities. Section 5.5 (2) states *"The DRB is authorized to require the underground installation of power and telephone lines wherever it is appropriate to maintain and protect the visual character and property values of an area or neighborhood. In addition, the DRB may place restrictions on the location and design of utility transformers, trans closures, meter boards and related equipment in order to minimize adverse visual impact."*

- a. Section 5.5 (4) states *"All stormwater management activities required by the Town shall adhere to current State of Vermont erosion prevention and sediment control standards and to the requirements of Section 3.12 of the Stowe Zoning Regulations."* The Applicant provided plans prepared by Grenier Engineering.
- b. The project narrative states: *"site runoff generated by the creation of impervious surface involved with the project roadway and house sites will be captured by an on-site stormwater discharge system that includes grass swales and infiltration areas as shown on the site plan. It is required that a State Stormwater Discharge Permit be obtained for this project."*
- c. The Applicant's narrative indicates site runoff generated by the creation of impervious surface involved with the project roadway and house sites will be captured by an on-site stormwater discharge system that includes grass swales and infiltration areas as shown on the site plan.
- d. A State of Vermont stormwater discharge permit will be required for this project. A State of Vermont Construction General Permit (CGP) for erosion control will also be required, along with State of Vermont Act 250 approval.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with Section 5.5, Utilities and Stormwater Management. This final application will be reviewed for conformance with this section.

Section 3.7(2)(A) – Standards of review (Conditional Use Applications): Per Section 13.2, in addition to the submission requirements of the Stowe Subdivision Regulations, an application for a PUD, or an amendment to an existing PUD, shall be reviewed as a conditional use. The DRB must determine that the use will conform to the following set of standards and will not result in an undue adverse effect on the following:

18. Capacity of existing or planned community facilities and services: See Section 5.1(9), as discussed above.

19. Section 3.7(2)(A)(2) – Traffic on roads and highways in the vicinity: See Section 5.1(8) above.

20. Section 3.7(2)(A)(3) – The character of the area affected:

- a. The subject parcel is a split lot within multiple zoning district. The residential subdivision portion of the project is within the RR2 district. The general purpose of the RR2 district is as follows:

(1) General Purposes:

A. To maintain the natural and scenic qualities which create and preserve the best possible environment for residential development.

B. To promote the preservation of adequate open space through carefully planned cluster types of development.

C. To encourage agricultural productivity of good farmlands and of forest resources.

D. To permit the establishment and expansion of outdoor recreational facilities.

(2) Specific Purposes in RR 1 and RR 2: A. To allow a higher density closer to available municipal services while maintaining the quality of the neighborhoods.

Conclusion: Based on the above findings, the DRB concludes the preliminary design will not adversely affect the character of the area as defined under the Stowe Zoning Regulations (effective June 13, 2022).

21. Section 3.7(2)(A)(4) – Regulations and ordinances in effect:

- a. Applicable bylaws include the Stowe Zoning Regulations, effective June 13, 2022, and the Town of Stowe Subdivision Regulations, as amended through July 16, 2012.
- b. No other identified municipal bylaws or ordinances apply to this project.
- c. The project will require a driveway entrance permit from the Department of Public Works.

Conclusion: Based on the above findings, the DRB concludes the preliminary application has been designed in conformance with regulations and ordinances in effect.

22. Section 3.7(2)(A)(5) – Utilization of renewable energy sources:

- a. The Applicant proposes a 9-Lot subdivision/PUD indented for single-family dwellings.
- b. The project is not expected to impact the use of, or access to, the utilization of renewable energy resources.

Conclusion: Based on the above findings, the DRB concludes the preliminary application will not interfere with the sustainable use of renewable energy resources, access to, direct use or future availability of such resources.

Section 3.7(2)(B) – Other Standards of Review:

23. **Section 3.7(2)(B)(1) – Will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, or rare and irreplaceable natural areas.** See discussion above under Section 5.1(2 & 3).
24. **Section 3.7(2)(B)(2) - Project will not result in undue water, noise or air pollution.** See discussion above under Section 5.1(2 & 3).
25. **Section 3.7(2)(B)(3) –Access Management:** See discussion above Section 5.4.
26. **Section 3.7(2)(B)(4) – Shared Access:** See prior discussion under Section 5.4.

27. **Section 3.7(2)(B)(5) – Circulation and Parking:** The regulations require that parking be provided per the requirements of Section 15 and be designed to minimize the visibility of parking areas from off-site through the location, landscaping and screening of such areas.
- a. The Applicant proposes a 9-lot subdivision consisting of nine (9) future single-family dwellings. Parking will be reviewed at the time of zoning permit application. Does not apply.
28. **Section 3.7(2)(B)(6) – Pedestrian Circulation and Access:** See Section 5.1(7) discussion above.
29. **Section 3.7(2)(B)(7) – Landscaping and Screening:** See Section 5.1(6) discussion above.
30. **Section 3.7(2)(B)(8) – Stormwater Management:** See Section 5.5 discussion above.

DECISION

On a motion by D.Kelly, seconded by M.Black, the DRB hereby approves the Applicant's request for Preliminary PUD/ Subdivision approval for a 9-lot subdivision (Project 6986) as described in the application dated 8/9/2022 and associated supporting materials subject the following conditions of approval:

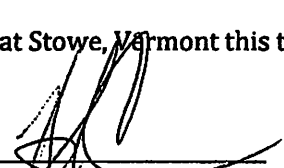
1. An application for final subdivision review shall be filed within twenty-four (24) months from the date of this approval. Should the Applicant fail to submit a complete application for final subdivision approval within twenty-four (24) months of this decision, this preliminary approval shall expire and become null and void.
2. The final subdivision application shall consist of the application, fee, and items listed in Section 4.2 of the Town of Stowe Subdivision Regulations. In addition, a complete application for final subdivision review must including the following:
 - a. A written statement of all proposed modifications of the zoning regulations of the underlying zoning district(s).
 - b. The proposed building coverage within the WBCSD.
 - c. A plan depicting the entire PUD boundaries and the double setback.
 - d. Revised plans which clearly indicate the location and boundaries of open space in accordance with Section 5.3.
 - e. A driveway entrance permit for the proposed curb cut or written confirmation from the Department of Public Works of their intent to issue a driveway entrance permit. The existing secondary curb cut off Cape Cod Road must be removed unless otherwise allowed by the Department of Public Works.
 - f. Construction and design details for the proposed road and driveways.
 - g. Total estimated vehicle trips generated by the proposal.
 - h. Final versions of all required legal documentation, including easements, homeowners association covenants, maintenance agreements, etc. Homeowner's Association documents must include provisions which outline the maintenance of the common elements including but not limited to the road, septic/wastewater systems, stormwater pond, landscaping, and any privately-owned utilities within the 50' right-of-way. The homeowner's association documents must also contain provisions for the protection and management of the wetlands, wetlands buffers, riparian areas, and outdoor lighting.
 - i. Existing and proposed impervious surface calculations.
 - j. Stormwater calculations for pre-development and post-development conditions. Stormwater improvements must be designed so that the stormwater runoff is not increased beyond the boundaries of the project.
 - k. A written construction phasing schedule for road, driveways, stormwater improvements, landscaping, septic/potable water, and other shared improvements.
 - l. Written comments from the Fire Department.
 - m. Erosion prevention and sediment control plans.

- n. A landscaping maintenance plan.
 - o. Details regarding the width, surface material, and maintenance of the foot path.
3. The draft survey plat and associated site plans provided with the application for final subdivision review shall include the following:
- a. Designated open space per the requirements of Section 5.3.
 - b. The draft survey plat provided with the final subdivision application shall include the following notations:
 - i. *"This plat is subject to the terms and conditions of subdivision approval by the Stowe DRB per the Subdivision Regulations of the Town of Stowe. The terms and conditions of the approval and related information are on file in the Stowe Zoning Office".*
 - ii. *"The lands designated as open space on this plat shall remain in open space. The open space shall run with the land and shall apply to future conveyances of all or parts of the herein open space, unless otherwise specifically approved by the DRB".*
4. The conditions of this preliminary subdivision approval are binding upon and enforceable against the applicants as permittee and their successors. By acceptance of this approval, the permittee agrees to allow authorized representatives of the Town of Stowe to access the property subject to this approval, at reasonable times, for purposes of ascertaining compliance with the conditions of approval.

Voting favor: D. Clymer, L.Wasserman, W.Ardolino, S.Henshaw, P.Roberts, M.Black, and D.Kelly.
 Voting to deny: None

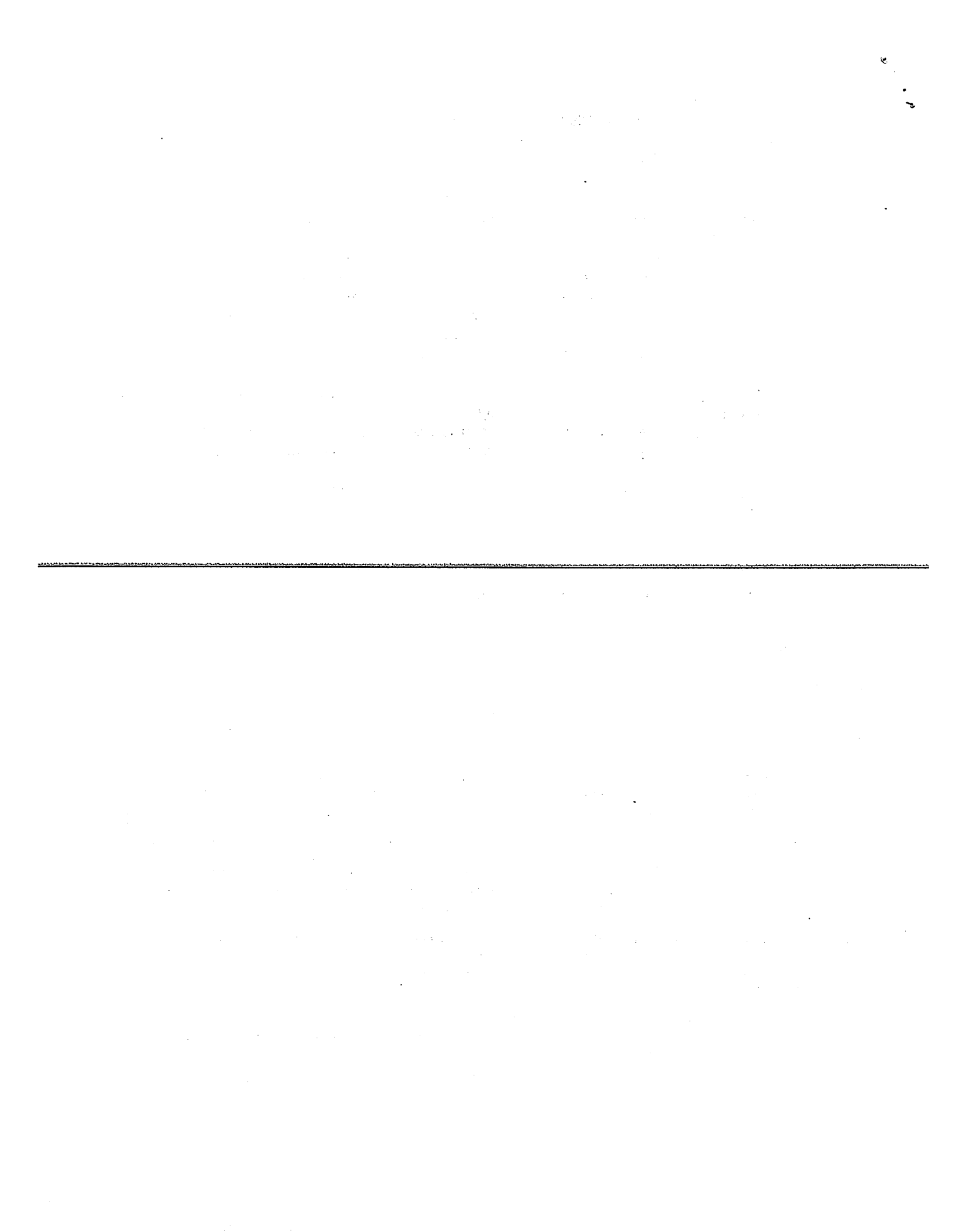
Motion PASSED 7-0

Dated at Stowe, Vermont this the 11 day of November 2022

By: 
 Drew Clymer, Chair

NOTICES:

1. In accordance with 24 V.S.A. § 4449(e), applicants are hereby notified that state permits also may be required prior to land subdivision or construction. The applicant should contact the DEC Permit Specialist for District #5 (802-505-5367) to determine whether state permits are required.
2. The applicant or another interested person may request reconsideration of this decision by the Development Review Board, including associated findings and conditions, within 30 days of the date of this decision by filing a notice of appeal that specifies the basis for the request with the Secretary of the Development Board. Pursuant to 24 V.S.A. § 4470, the board may reject the request within 10 days of the date of filing if it determines that the issues raised on appeal have already been decided or involve substantially or materially the same facts by or on behalf of the appellant.
3. This decision may also be appealed to the Environmental Division of the Vermont Superior Court by the applicant or another interested person who participated in the proceeding before the Development Review Board. Such appeal must be taken within 30 days of the date of this decision, pursuant to 24 V.S.A. § 4471 and Rule 5(b) of the Vermont Rules for Environmental Division Court Proceedings.
4. In accordance with 24 V.S.A. § 4455, on petition by the municipality and after notice and opportunity for hearing, the Environmental Division may revoke a permit based on a determination that the permittee violated the terms of the permit or obtained the permit based on misrepresentation of material fact.





**PERMIT APPLICATION
DRIVEWAY ENTRANCE PERMIT
TOWN OF STOWE
PUBLIC WORKS DEPARTMENT (PWD)
PO Box 730
Stowe VT 05672**

OWNER/APPLICANT INFORMATION

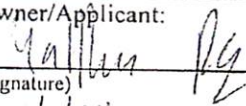
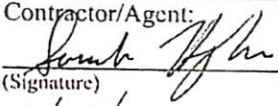
Property Owner:	Dana and Peter Percy	
Mailing Address:	1885 Weeks Hill rd Stowe VT 05672	
Phone Numbers:	Day: 802-244-6413	Cell:
Email Address:	matt@dalepercyinc.com	

CONTRACTOR/AGENT INFORMATION (if different from Owner):

Contractor/Agent:	Grenier Engineering / Sarah Heneghan	
Mailing Address:	P.O. Box 445 Waterbury VT 05676	
Phone Number:	Day: 802-244-6413	Cell:
Email Address:	Sarah@grenierengineering.com	

PROPERTY INFORMATION:

Physical Address of Property:	281 Cape Cod Rd
Tax Map / Parcel Number:	27069

Owner/Applicant:	Contractor/Agent:
	
(Signature)	(Signature)
2/5/24	2/5/2024
(Date)	(Date)

GENERAL CONDITIONS

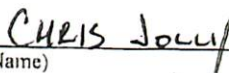
1. Permit Application Fee = \$100 (non refundable) payable to the Town of Stowe.
2. Provide a plan or sketch depicting the proposed driveway and stake the location in the field for inspection.
3. All Driveway Entrances shall comply with the VTrans. Standard Drawing B-71 reproduced on the reverse side of this permit.
4. Driveway Entrance construction shall be reviewed and approved by DPW prior to issuance of a Zoning Certificate of Occupancy.
5. Permit expires 2 years after date of approval if driveway entrance is not constructed.

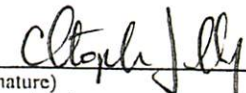
SPECIAL CONDITIONS

- clearing / tree removal required to achieve sight distance per B-71 (35 mph).
- stumps > 6" dia in TH ROW to be removed.
- with proper grading, no driveway culvert in TH TOW required.

PERMIT APPROVAL

This Driveway Entrance Permit Application is hereby approved
subject to the General Conditions and Special Conditions noted herein


(Name)
Asst. Dir. Public Works
(Title-Authorized Representative)


(Signature)
3/7/2024
(Date)

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **WH STOWE, L.L.C.**, a Delaware limited liability company with its principal place of business in Chicago, Illinois, (“**Grantor**”) in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to its full satisfaction by **SKI LAG PARTNERSHIP**, an unregistered Vermont partnership (Dana T. Percy, Jr. and Peter E. Percy) with its principal place of business in the Town of Stowe, County of Lamoille, and State of Vermont (“**Grantee**”) does hereby **FREELY GIVE, GRANT AND CONVEY** unto said Grantee, and its successors and assigns forever, certain non-exclusive easements over, upon, and beneath certain lands and premises owned by Grantor in the Town of Stowe, in the County of Lamoille, and State Vermont, for the purpose of installing a sewer line connection to the Town of Stowe municipal sewer system, together with access and maintenance rights incidental thereto, more particularly described as follows, viz:

BURDENED PARCEL

Being a portion of all and the same lands and premises conveyed to WH STOWE, L.L.C. by Warranty Deed of Hotel Sportiva Stowe, LLC dated March 23, 2023 and recorded at Book 1194, Page 216 of the Town of Stowe Land Records.

The Burdened Parcel is commonly known and designated as 876 Mountain Road, Stowe, Vermont.

BENEFITTED PARCELS

Being all and the same lands and premises of the Grantee, comprised of four parcels, acquired in the following Warranty Deeds:

- a. “Ski Lag Parcel” or “Riley/Murphy/Savage Parcel”. Being all and the same lands and premises conveyed to Dana T. Percy, Jr., by Warranty Deed of Dale E. Percy dated April 18, 1991 and recorded at Book 218, Page 345 of the Town of Stowe Land Records, and to Peter E. Percy by Warranty Deed of Dale E. Percy dated November 2, 1995 and recorded at Book 307, Page 322 of the Town of Stowe Land Records;
- b. “Percy Park Office Parcel”. Being all and the same lands and premises conveyed to Dana T. Percy, Jr. and Peter E. Percy by Warranty Deed of Dale E. Percy dated February 16, 1995 and recorded at Book 307, Page 326 of the Town of Stowe Land Records;
- c. “Cape Cod Parcels B and C”. Being all and the same lands and premises conveyed to Dale E. Percy and Peter E. Percy by Warranty Deed of Cape Cod Associates dated September 23, 1994 and recorded at Book 287, Page 255 of the Town of Stowe Land

Records. The interest of Dale E. Percy was conveyed to Dana T. Percy, Jr. by Warranty Deed dated October 25, 1995 and recorded at Book 307, Page 324; and

The Benefited Parcels are commonly known as designated as 281 Cape Cod Road and 269 Weeks Hill Road, Stowe, Vermont.

EASEMENTS

Conveyed herein is a non-exclusive easement over a portion of the Burdened Parcel where set forth on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Easement Area**") for the benefit of the Benefitted Parcel (1) to construct and install the sewer line connection to the Town of Stowe sewer system via directional boring to the force main located at the rear of the Burdened Parcel (the "**Temporary Construction Easement**"), and (2) to provide access to the sewer line connection in the Easement Area for maintenance thereof, including such earth disturbance as may be reasonably necessary to access and maintain the sewer line connection to the force main located within the Easement Area (the "**Access Easement**" and together with the Temporary Construction Easement, the "**Easements**" and each, as applicable, an "**Easement**"). The Temporary Construction Easement shall expire automatically and without the need for further notice or action upon the earlier of (i) the date upon which the sewer line has been installed in accordance with this Easement Deed, and (ii) May 17, 2024.

The Easement Area shall be thirty feet (30') in width centered on the as-built location of the installed sewer line connection. The diameter of the sewer line connection shall not exceed four inches (4") without prior written approval of the Grantor. In further aid of the description of the Easement Area set forth above, the approximate location of the sewer line connection is shown on a survey plat entitled "Survey Showing Proposed Sewer Line Easement for River's Edge PUD Across Lands of WH STOWE, LLC – 878 Mountain Road and Land of Dana T. Percy, Jr., & Peter E. Percy 269 Weeks Hill Road Stowe, Vermont," prepared by Grenier Engineering, P.C., dated March 2024, and to be recorded herewith in Town of Stowe Land Records (the "**Plan**") and described with metes and bounds in **Exhibit "A"**.

The Benefitted Parcel's use of the Easement Area shall be non-exclusive and the access rights thereto shall be used in common with the owner of the Burdened Parcel and the owner's tenants, employees, affiliates, representatives, agents, licensees and permittees, and each of their successors and assigns (collectively, the "**Grantor Parties**"), provided such rights do not negatively and materially impair the rights granted to the owner of the Benefitted Parcels herein.

CONDITIONS OF USE

Use of the Easements described herein by the Grantee shall be subject to the following terms and conditions:

1. Grantee shall be solely responsible, at Grantee's sole expense, for obtaining (a) all permits and approvals required, if any, from the Town of Stowe, State of Vermont, or other governmental or quasi-governmental authorities, agencies or utility providers (as applicable, the "**Governmental Authorities**"), and (b) appropriate insurance with respect to such work, including, without limitation, builder's "all-risk" insurance and commercial general liability insurance in such amounts and with such deductibles as are commercially reasonable in connection with the work similar to the work being done, in connection with its extension of the sewer line connection from the Benefitted Parcel to the force main located on the Burdened Parcel.

2. Grantee shall, at Grantee's sole expense, at all times remain in compliance with the terms imposed by the Town of Stowe and other applicable Governmental Authorities in connection with Grantee's interconnection to the municipal sewer systems, including but not limited the compliance with the applicable Public Works Infrastructure Development Agreement.

3. Grantee shall implement, at Grantee's sole expense, appropriate erosion control measures during and following any earth disturbance caused by their use, construction, maintenance, repair, and access to the sewer line connection, provided that such measures have been approved by Grantor. Following any such earth disturbance, Grantee shall promptly return all disturbed areas to their prior condition, at Grantee's sole expense.

4. The installation of the sewer line connection in the Easement Area by or on behalf of Grantee, at Grantee's sole expense, shall be completed, and any disturbed areas restored to their prior condition, not more than (30) days following the commencement of such installation, which installation commencement date must occur no later than April 1, 2024. Grantee shall provide no less than fifteen (15) days prior written notice to Grantor of the installation commencement date. Similarly, any future maintenance, repairs, or replacement of the sewer line connection that requires earth disturbance shall be complete, and any disturbed areas restored to their prior condition, not more than (30) days following the commencement of such maintenance, repairs, or replacement, and, except in the case of emergency, Grantee shall provide no less than fifteen (15) days' prior written notice to Grantor of the commencement of such work.

5. In the exercise of the Easements and other rights and obligations created by this Easement Deed, Grantee shall act in such a manner as to minimize interference with the operation and use of the Burdened Parcel and in a manner to not interfere with or adversely affect any existing improvements on the Burdened Parcel. Grantor reserves the right to use the Easement Area for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger the sewer line connection installed and maintained by Grantee in the Easement Area, including, without limitation,

Grantor's right to construct or maintain any buildings, structures, fences, vegetation or other improvements in the Easement Area.

6. Grantee shall indemnify Grantor, for any loss, liability, suit, expense, claim, demand, cost or damage (including reasonable attorneys' fees and costs) incurred by Grantor or the Grantor Parties as a result of, in connection with or arising out of any Grantee's (or its designee's) entry upon and use of the Easement Area and the installation, excavation, maintenance, repair, restoration or other work performed by Grantee within the Easement Area.

7. If the acts or omissions of Grantee or any person acting on behalf of Grantee shall cause damage to the Burdened Parcel (including the Easement Area), then that Grantor shall either (i) be directly responsible at its sole cost for all repair, replacement or maintenance work reasonably necessary to repair such damage and to restore the Burdened Parcel to the condition which existed prior to such damage having occurred, or (ii) reimburse Grantor, at Grantee's sole cost and expense, for the actual out-of-pocket costs and expenses incurred by Grantor to repair, replace or complete such maintenance work reasonably necessary to repair such damage and to restore the Burdened Parcel to the condition which existed prior to such damage having occurred, such election to be at Grantor's sole discretion.

8. During any and at all times that Grantee performs installation or maintenance activities on, or otherwise accesses, the Burdened Parcel, Grantee agrees to maintain, at its own expense, commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which Grantee is responsible to others by law, on an occurrence basis in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) and Grantee shall cause Grantor (and at the request of Grantor, Grantor's mortgagees, property manager and/or other operator of the Burdened Parcel) to be named as an additional insured on Grantee's policy. Grantee agrees to provide the Grantor with certificate(s) of insurance evidencing the insurance required hereby within ten (10) business days after Grantor's request. It is the intent of this section that Grantee shall not be required to maintain such insurance during periods of time that neither Grantee nor any of its agents or representatives have entered upon or are otherwise accessing the Burdened Parcel.

This Easement shall also enable the Town of Stowe to access the sewer line connection in the Easement Area for maintenance thereof in the event Grantee fails to perform maintenance of the sewer line as required by the Town of Stowe as condition of Grantee's connection to the Town of Stowe sewer system, including such earth disturbance as may be reasonably necessary to access and maintain the sewer line connection to the force main located within the Easement Area, in accordance with the terms and conditions set forth herein.

Reference is hereby made to the above mentioned instruments, the references therein made, and their respective records and references, and for the rate of this description.

TO HAVE AND TO HOLD the Easements and rights granted herein, with all the privileges and appurtenances thereof, to the said Grantee, **SKI LAG PARTNERSHIP**, its successors and assigns, to its own use and behoof forever; And the said Grantor, **WH STOWE, L.L.C**, for itself and its successors and assigns, does hereby covenant with the herein Grantee, **SKI LAG PARTNERSHIP**, and its successors and assigns, that until the ensealing of these presents, said Grantor is lawfully seized of the herein granted premises, that it has good right and title to grant and convey the same in the manner aforesaid, and that it and its successors and assigns fully warrant and defend them against all encumbrances.

Nothing contained in this Easement Deed shall be deemed or construed to be a gift or dedication of any portion of the Burdened Parcel or any other easement defined herein to or for the general public or for any public purpose whatsoever.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seals this 29th day of

March, 2024.

WH STOWE, L.L.C.,
a Delaware limited liability company

By: Tara L. Marszewski
Name: Tara L. Marszewski
Its: Authorized Signatory

STATE OF Illinois

COUNTY OF Cook, SS.

At Chicago (city/town), Illinois (state/commonwealth) on this 29th day of March, 2024, personally appeared Tara L. Marszewski, an authorized signatory of WH STOWE, L.L.C. and s/he acknowledged the foregoing instrument, by her/him sealed and subscribed, to be her/his free act and deed and the free act and deed of WH STOWE, L.L.C.

Before me, Kirsty Edgar

Notary Public
My Comm. Exp. 2/17/2025
My Comm. Number 926314

[seal]

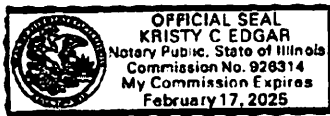


EXHIBIT "A"

Easement Area / The Plan

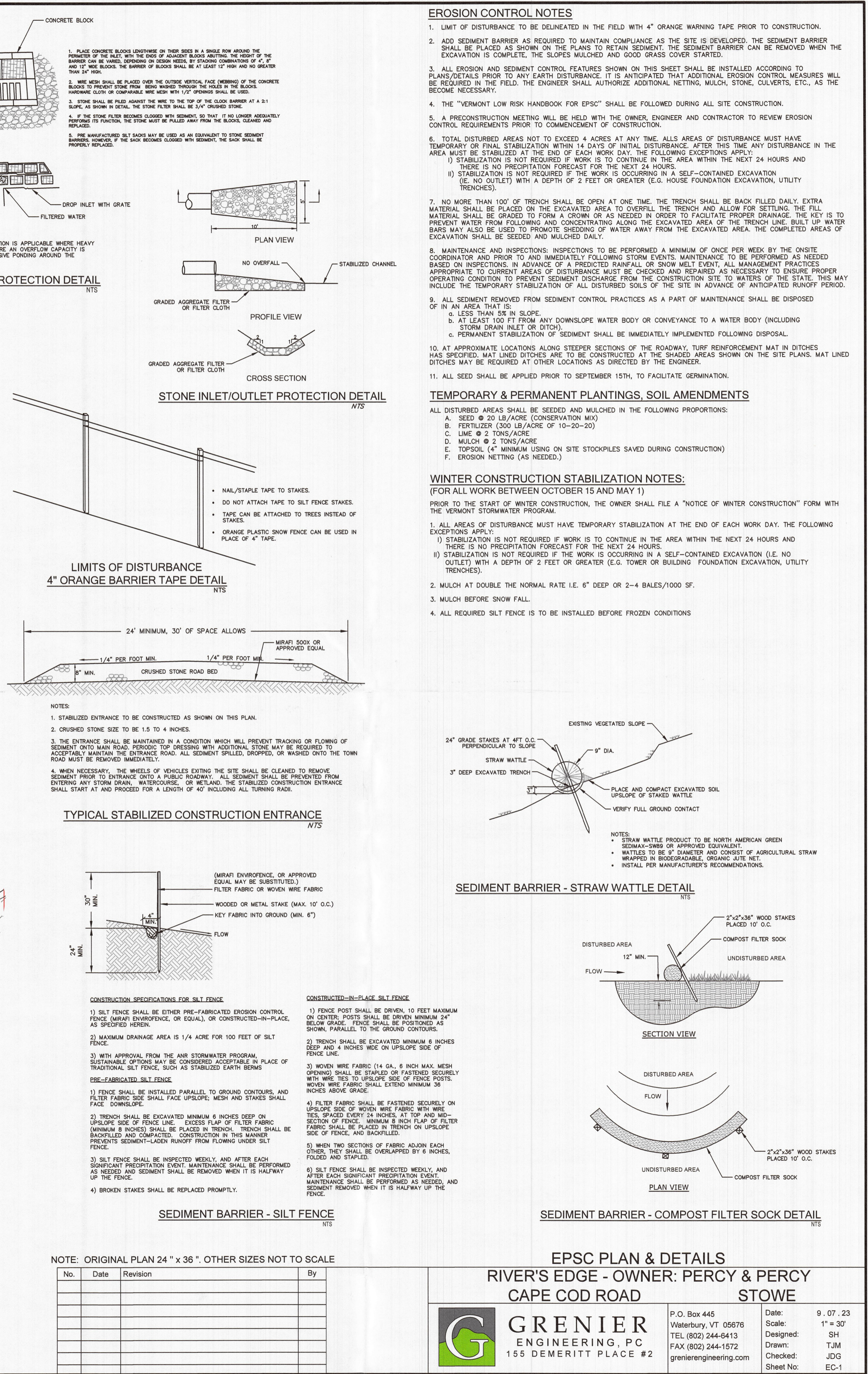
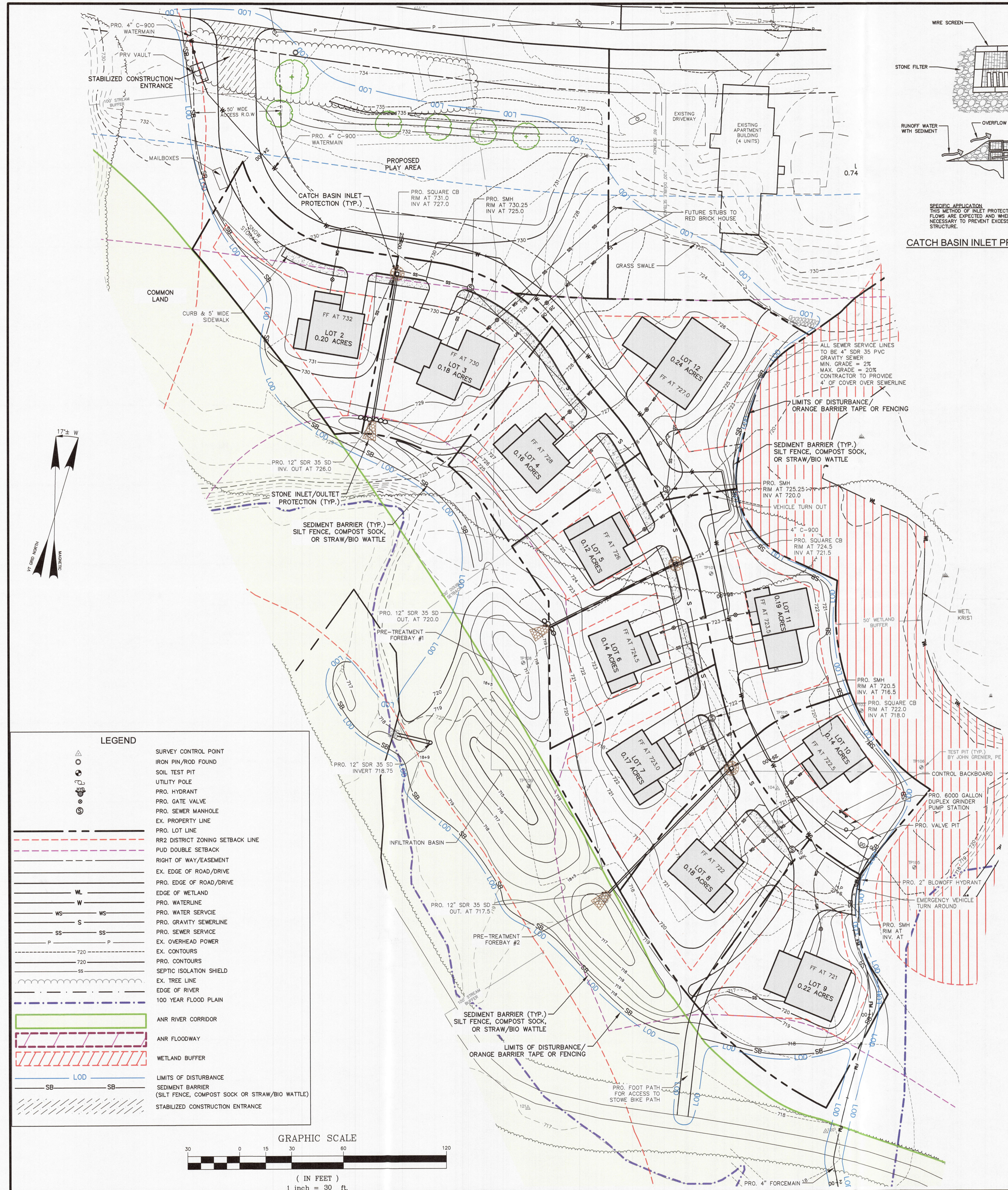
Metes and Bounds Description of Easement Area:

A 30-foot-wide sewer line easement following the center of the proposed sewer force main in the location described as follows:

Beginning at the center of the Town of Stowe sanitary sewer manhole #010 on the Grantor's property, said point is depicted as point 91 on the survey map (the "Plan") to be recorded herewith; Thence N 30° 42'00" E (Vermont Grid North) 399.82 feet to point 92 in the center of the West Branch of the Little River on the Grantors' boundary line with the office, shop, and warehouse parcel owned by Dana T. Percy, Jr. and Peter E. Percy. Said point 92 is approximately 50 feet east of the center of Stowe Recreation Path Bridge #3 over the West Branch.

Reference to Survey Plan Depicting Easement Area:

"Survey Showing Proposed Sewer Line Easement for River's Edge PUD Across Lands of WH STOWE, LLC – 878 Mountain Road and Land of Dana T. Percy, Jr., & Peter E. Percy 269 Weeks Hill Road Stowe, Vermont," prepared by Grenier Engineering, P.C., dated March 2024, and to be recorded herewith in Town of Stowe Land Records



PLANT SCHEDULE FOR RIVER'S EDGE -- UPDATED 8/5/24

TREES

Key	Botanical Name / Common Name	Characteristics	Size	Qty.
AF	Acer x freemanii x 'Autumn Brilliance' / Red Silver Maple Cultivar	Brilliant red autumn foliage	3-3.5" cal.	6
QR	Quercus rubra / Northern Red Oak	Burgundy red autumn foliage	3-3.5" cal.	7
UA	Ulmus americana 'Jefferson' / American Elm Cultivar	Vase shaped canopy	3-3.5" cal.	5



RECOMMENDED TREE MAINTENANCE IN FIRST 5 YEARS

WATERING

Adequate watering may be the single most important factor that will influence the survival of newly planted trees. A tree suffering from drought is more vulnerable to transplant shock, pests and diseases.

- Water the tree regularly for the first two years after planting.
- Some trees may need watering for three to four years to become established.
- Water trees at least once a week. Increase frequency during dry periods and decrease during wet periods. Ideally, trees should be watered in the early morning.
- Trees require adequate water before winter. Decrease frequency of watering in fall to correspond to lower temperatures. Watering should taper off a few weeks before the first frost.

FERTILIZING

Trees do not necessarily need fertilizer. Fertilizers are not a cure for an unhealthy tree but will enhance growth that is already occurring. Fertilizers should be handled with care, as over-fertilizing can do more harm than good.

- Never fertilize at the time of planting.
- First fertilizer application should be at the beginning of the second growing season.
- Be sure to follow the manufacturers' recommendations for application and rate.
- Never fertilize trees in August or later - it is too late in the growing season.

TREATMENT FOR PESTS, PATHOGENS AND DISEASE

Use integrated Pest Management Practices when possible to minimize the use of pesticides and reduce hazards. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations.

PRUNING

Proper pruning is important in developing a tree that will have a strong structure and good form. Trees that receive this pruning while they are young will require little pruning as they grow.

- Remove broken, crisscrossing and diseased branches.
- Leave the central leader, which is usually the strongest vertical stem.
- Select strong, well-spaced branches with good branch angles (to keep).
- Remove branch stubs, rubbing branches, suckers at the base of the tree and closely spaced branches.
- Remove branches with weak narrow branch crotches (areas with small angles between stem and branch less than 45 degrees)

525 HERCULES DRIVE
SUITE 2B
COLCHESTER, VT 05446
802.522.0576
CYNTHIA@CYNTHIAKNAUF.COM
CYNTHIAKNAUF.COM

Knauf
LANDSCAPE ARCHITECTURE

GRENIER
ENGINEERING, P.C
155 DEMERITT PLACE # 2

PROJECT NAME: River's Edge
Cape Cod Road
Stowe, Vermont

SHEET TITLE: Streetscape Planting Plan

REVISIONS:

DATE: 08.06.24
SCALE: As Indicated
DRAWN BY: FRC

SHEET
L1.1

PRELIMINARY - NOT FOR CONSTRUCTION

© OWNERSHIP AND COPYRIGHT STATEMENT OF KNAUF LANDSCAPE ARCHITECTURE, INC.: This schematic design and construction bid set are exclusively owned by Knauf Landscape Architecture, Inc., which retains all rights, including copyrights, in these documents. They have been prepared by Knauf Landscape Architecture, Inc., based on information, documents, and design specifications provided by Civil Structural Engineer and Architect. Knauf Landscape Architecture, Inc. is not responsible for any alterations or adjustments to the schematic design and construction bid set during any phase of construction which are not preapproved and submitted in writing by Knauf Landscape Architecture, Inc.



LEGEND

---	EX. PROPERTY LINE
---	PRD. PROPERTY LINE
---	WL
---	EDGE OF WETLAND
---	PUD DOUBLE SETBACK
---	RR2 DISTRICT FRONTYARD SETBACK
---	STREAM SETBACK
---	WETLAND BUFFER
---	100 YEAR FLOODPLAIN
---	OPEN SPACE AREA = 9.14 AC.

AREA TABLE

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
PERCY PARCEL (OFFICE)	14.0 ACRES	14.0 ACRES
CAPE COD PARCEL C	0.68 ACRES	0.63 ACRES
CAPE COD PARCEL B	4.47 ACRES	4.31 ACRES
RILEY, MURPHY & SAVAGE	10.85 ACRES	9.65 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

DENSITY TABLE

DISTRICT	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE	MULTIFAMILY DENSITY	SINGLE FAMILY DENSITY
WBCS (1 ACRE/UNIT) (3 UNITS/ACRE - MULTIFAMILY)	15.19 ACRES	15.19 ACRES	-1.33 ACRES (EXISTING 4 UNITS)	13 UNITS
HT (1 ACRE/UNIT)	1.80 ACRES	1.80 ACRES		1 UNIT
RR2 (2 ACRES/UNIT)	12.21 ACRES	11.60 ACRES		5 UNITS
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE	TOTAL DENSITY SINGLE FAMILY	19 UNITS

NOTE
EXISTING BASE DRAWING & TOPOGRAPHICAL FEATURES PROVIDED BY OTHERS AND WERE NOT SURVEYED/FIELD VERIFIED BY THIS OFFICE. LIDAR CONTOURS TAKEN FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI).

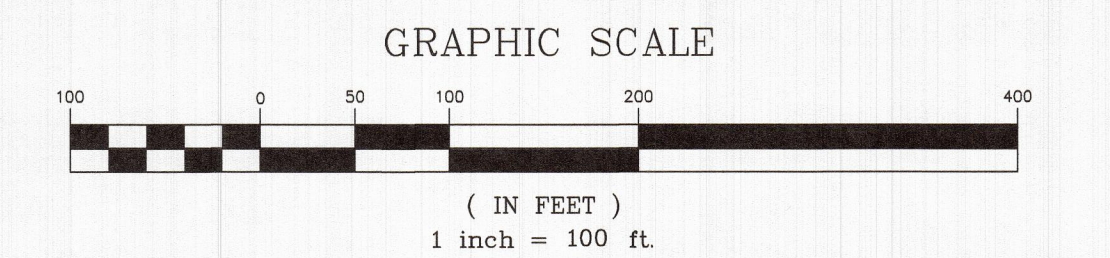
ZONING TABLE
ZONING DISTRICT: RR2
FRONTYARD SETBACK: 60'
SIDEYARD SETBACK: 50'
REARYARD SETBACK: 50'

BUILDING COVERAGE:
WBCS = 20% MAX.
EXISTING = 3.2%
(22.30 ± SF/705,237 SF LOT AREA)

ZONING DISTRICT: WBCS
FRONTYARD SETBACK: 60'
SIDEYARD SETBACK: 35'
REARYARD SETBACK: 35'

* 11 PROPOSED SINGLE FAMILY UNITS RESULTS IN 8 UNITS SURPLUS DENSITY REMAINING.
* DENSITY NOTE: EXISTING 4 UNIT MULTIFAMILY BUILDING REQUIRES 1.33 ACRES FROM WBCS DISTRICT, REMAINING DENSITY IS BASED ON 13.86 ACRES OF AVAILABLE AREA IN WBCS & AREA IN HT & RR2 DISTRICTS.

NOTE: ORIGINAL PLAN 24" x 36". OTHER SIZES NOT TO SCALE



OPEN SPACE PLAN - PROPOSED PUD
RIVER'S EDGE - OWNER: PERCY & PERCY
CAPE COD ROAD
STOWE



GRENIER
ENGINEERING, PC
155 DEMERITT PLACE #2

P.O. Box 445
Waterbury, VT 05676
TEL (802) 244-6413
FAX (802) 244-1572
grenierengineering.com

Date: 8.16.24
Scale: 1" = 100'
Designed: JDG
Drawn: TJM
Checked: JDG
Sheet No:

STATE OF VERMONT
JOHN GRENIER
REGISTERED PROFESSIONAL ENGINEER
No. 10000
Exp. 12/31/2025



Sarah McShane- Planning & Zoning Director
Ryan Morrison- Assistant Planning & Zoning Administrator
Town of Stowe
Post Office Box 730
Stowe, VT 05672

August 16, 2024

RE: Proposed PUD off Cape Cod Rd. 12 New Single Family Residential Lots. Rivers Edge.
Owner/Applicant: Percy & Percy. Final Subdivision Review.

Dear Sarah and Ryan,

Please find enclosed the following documents in support of a Final Subdivision Review for the Percy & Percy "Rivers Edge" clustered residential PUD on Cape Cod Rd:

1. Town of Stowe development application
2. Declaration of Planned Unit Development (HOA documentation)
3. Curb Cut permit
4. State of VT Stormwater Discharge permit
5. Capacity to Serve Letter
6. Easement Deed- Sewer Line
7. State of VT River Corridor & Floodplain Manager Email
8. Draft subdivision survey Sheets 1 through 5 (One, 18"x 24" copy and Nine, 11"x 17" copies each)
9. Open Space plan (One, 24"x 36" copy and Nine, 11"x 17" copies)
10. EPSC plan (One, 24"x 36" copy and Nine, 11"x 17" copies)
11. Site plan (One, 24"x 36" copy and Nine, 11"x 17" copies)
12. Landscaping plan (One, 24"x 36" copy and Nine, 11"x 17" copies)
13. Easement survey- Sewer Line (One, 18"x 24" copy and Nine, 11"x 17" copies)
14. Roadway construction detail sheet (One, 24" x 36" and Nine, 11" x 17" copies)
15. Municipal Waterline plan (One, 24" x 36" and Nine, 11" x 17" copies)

Also included with this application is a fee check made payable to Town of Stowe for \$1655.00 to cover the application fee required. The fee is based on new lots created x \$150 (9 new lots) + \$250 base fee+ \$30 recording fee + \$25 map recording fee.

Project History:

In 2020 the Percy's applied for partial review of a request for waiver of double setback toward Cape Cod Rd. for a proposed PUD that involved large apartment style residential buildings at this site location (Project #6287). The DRB determined that the waiver of double setback to Cape Cod Rd. would not be granted and the Percy's elected to pull the application to work on the re-design that resulted in the current proposal. During the 2020 DRB review it was noted that the proposed large apartment style buildings did not fully fit the character of the area due to the massing/scale of the buildings. Multi-family density allowed for over 40 units in the large apartment buildings.

In 2022 the Percy's applied for and received Preliminary DRB approval for a single-family residential layout PUD containing 8 new lots (Project #6986).

In 2023, the Percy's applied for and received an updated Preliminary DRB approval (Project #7236). The only significant change in the approved 2023 version was the addition of 3 more lots in the PUD. This was achieved by proposing connection to municipal water and sewer and eliminating the on-site systems previously shown. The basic development footprint remained the same as the new lots were located where the previously shown septic system was located. The proposed re-design resulted in 11 new single-family residences plus the existing 4-unit apartment building. A Remaining Lands lot containing open space and natural areas was also proposed, along with a small boundary adjustment with the neighboring shop parcel.

Proposed Project:

Percy and Percy are applying to receive Final Subdivision approval for the same residential PUD subdivision that gained Preliminary approval in 2023. The project site consists of a collection of existing parcels off Cape Cod Rd. and the existing shop parcel off Weeks Hill Rd. The project development site consists of 4 existing parcels off Cape Cod Rd. The existing shop parcel is 14.0+/- acres (28.59 +/- total acres involved in PUD). A proposed lot line adjustment will increase the shop parcel to 16.8+/- acres. The existing parcels off Cape Cod Rd. will be merged as part of this project and re-subdivided into the following proposed lots:

Lot 1- 0.74+/- acres (with existing 4-unit apartment building)

Lot 2- 0.20+/- acres

Lot 3- 0.18+/- acres

Lot 4- 0.16+/- acres

Lot 5- 0.12+/- acres

Lot 6- 0.14+/- acres

Lot 7- 0.17+/- acres

Lot 8- 0.18+/- acres

Lot 9- 0.22+/- acres

Lot 10- 0.14+/- acres

Lot 11- 0.19+/- acres

Lot 12- 0.24+/- acres

Common Land- 9.68 +/- acres (Common land- open space of 9.29+/- acres-surrounds the residential lots and includes natural undisturbed wetland and river buffer areas)

Existing Shop parcel- 16.8+/- acres (as result of lot line adjustment) (remains commercial/industrial use)

Zoning Modifications per PUD:

The proposed residential PUD lots are located in the RR-2 zoning district. As part of the proposed PUD, the underlying zoning district minimums for lot size and setbacks will be modified in accordance with Section 13. Lot sizes are proposed as listed above and shown on the site plan. Interior setbacks for the

development lots will be 10' and buildings will be set back 25' from center of road at minimum. The required PUD double setback will be maintained along the outer property boundaries and the Cape Cod Road frontage. Please see the enclosed Open Space site plan for details on existing WBSC building coverage and for location of the double setback on the outer perimeter of the PUD. Further details on the clustering approach to the project design are included in "Project Details" below.

PUD Density Requirements:

The proposed PUD subdivision involves the following standard density calculations:
1.33 acres of WBSC density is applied to the existing multi-family building on Lot 1. Density requirement is 3 units/acre for multi-family. This results in 13.86 acres remaining available for density.

RR-2 = 11.6 acres/2 acres/unit = 5 units

WBSC = 13.86 acres/1 acre/unit (remaining acreage after accounting for existing multi-family) = 13 units

HT = 1.8 acres/1 acre/unit = 1 unit

Total = 19 units of available density

Required for proposed PUD = 11 units

Surplus density = 8 units

Please note that 6 units of density available from the shop parcel acreage in the WBSC zoning district are to be transferred to the Cape Cod Rd. portion of the project in accordance with Section 13, Item F. When added to the existing density of 5 units allowable by the RR-2 zoning district, the project meets density requirements, including a surplus of 8 units remaining.

Project Details:

The proposed modifications to smaller lot sizes and setbacks allow for the project to be modeled after the successful clustered residential PUD on Thomas Lane in Stowe Village. The proposed small clustered lots allow for maximum preservation of natural river and wetland areas identified on this site. Similar to the Thomas Lane project, the site will be a village street scape lined with single family homes, concrete sidewalks and surrounded by natural open space areas. The small lot sizes have been chosen in part to protect the surrounding natural environment, including Class II wetlands and river corridor areas from encroachment by future home owners. The small lot sizes have also been proposed to allow for common land open space to completely surround the development portion of the property.

The proposed lots have been designed to allow a future owner a very buildable site with no steep slopes or environmental setbacks involved on the lot. The proposed sidewalk and a connector footpath will allow for pedestrian access connection to the Town of Stowe bike path, which is located on the property by existing easement. The clustered approach results in significant open space of 9.29+/- acres surrounding the development lots. The development lots total 2.68 +/- acres, therefore the proposed open space is more than 3x the size of the proposed development area.

The project is benefitted by a future homeowner's association (HOA). This application includes protective covenants and design guidelines for the PUD and the future single-family homes on the proposed

lots. The design guidelines include requirements for aesthetic purposes in the form of architectural guidelines, as well as energy efficiency. All homes will be required to meet or exceed the applicable building energy code in place at the time of construction. All homes will be required to have high efficiency downcast and shielded exterior LED light fixtures. The HOA documentation includes access easements and rights to access common infrastructure such as utilities, water, sewer etc...

The proposed project access roadway is 680'+/- in length and 22' wide within a proposed 50' Right of Way (R.O.W.). The roadway will have an average grade of only 2-3%. Underground electric and telecom utilities will be contained in the access road R.O.W. This represents excellent site access for future residents of the subdivision, and for emergency services. Construction details are included with this application. Town of Stowe Public Works has issued a Curb Cut Permit for the project roadway and a copy is included.

VTrans has concluded that the project will generate 11 am peak hour vehicle trips and 11 pm peak hour vehicle trips.

Site runoff generated by the creation of impervious surface involved with the project roadway and house sites will be captured by an on-site stormwater discharge system that includes grass swales and infiltration areas as shown on the site plan. A State of Vermont stormwater discharge permit has been obtained for this project and is included with this application. A State of Vermont Construction General Permit (CGP) for erosion control will also be required, along with State of Vermont Act 250 approval. An erosion prevention and sediment control plan (EPSC) for use during construction is included with this application.

The proposed subdivision will utilize a newly proposed connection to Town of Stowe municipal sewer for sewage disposal and a new connection to Town of Stowe municipal water for water supply. A State of Vermont Water/Wastewater (WW) permit is required and a concurrent application is being submitted. A State of VT Water Supply Permit to Construct permit for the waterline extension along Cape Cod Rd has been issued for the project. Easements for the new sewer line have been obtained. A Capacity to Serve Letter and Consecutive Water/Sewer agreements have been achieved with Stowe Public Works.

Possible Road Names and Preliminary Construction Phasing:

The applicant has chosen the following potential roadway names for the subdivision:

1. River's Edge Lane
2. River's Edge Road
3. River Walk Way

The applicant proposes the following potential construction phasing schedule:

1. Tree Clearing
2. Erosion Control implements installation
3. Sewer infrastructure connection to existing manhole
4. Water infrastructure along Cape Cod Rd.
5. Sewer and Water infrastructure within development
6. Stormwater infrastructure (infiltration basin and piping)



7. Underground electrical infrastructure
8. Road base, curbs, sidewalks
9. Base paving and landscaping
10. Individual home construction, lot by lot
11. Final Paving after 75% of sales

Conclusion:

Thank you for your time in considering this matter. The finalization of this clustered residential development will aid the Town of Stowe in providing housing while providing new sewer and water infrastructure in the area. The project continues to maintain privacy and character of the area through development of small single family home lots that are well set back and screened from Cape Cod Rd.

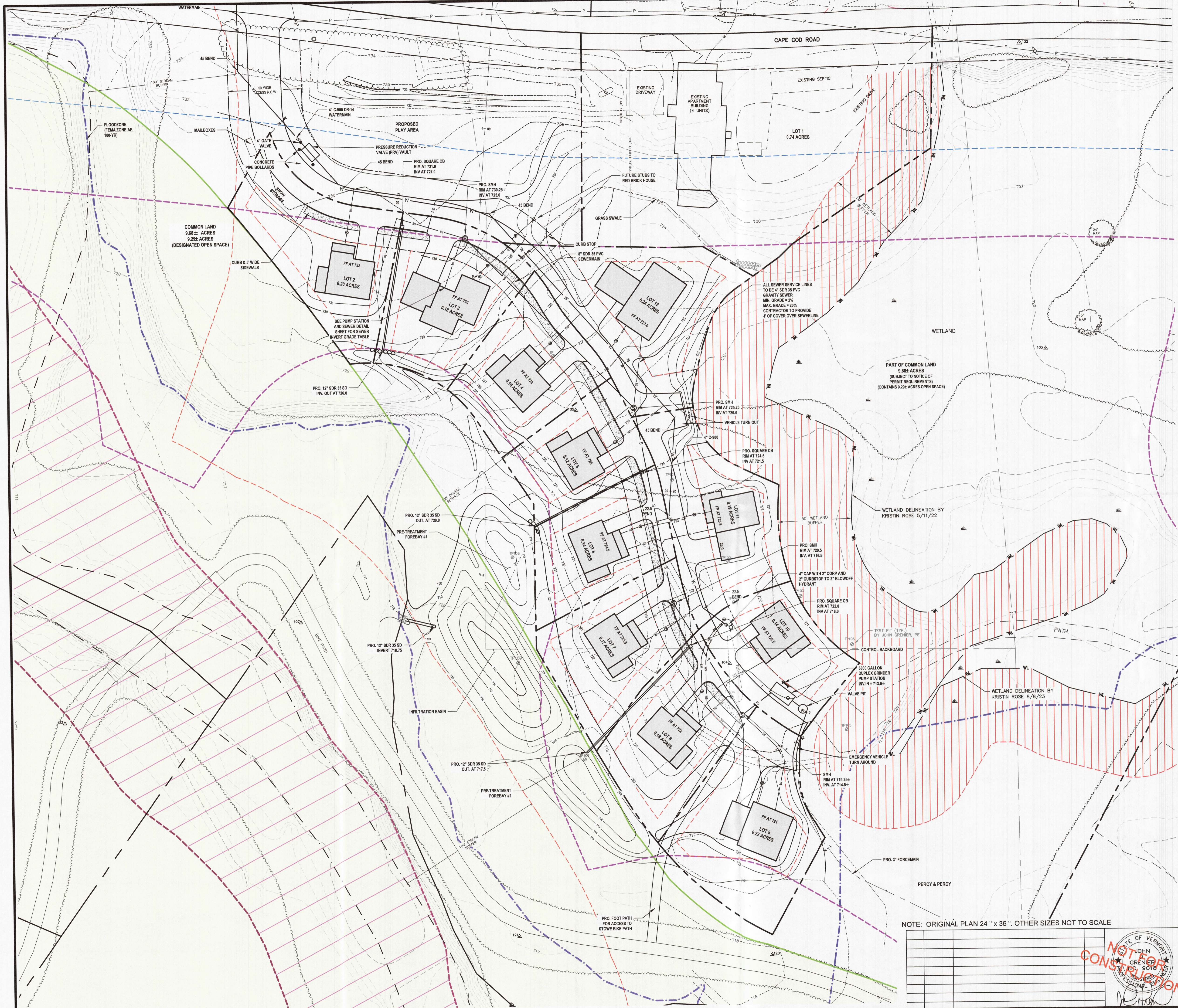
Please review the information contained within the application package, and we sincerely hope that you can find this application complete and schedule final subdivision review with the DRB at the soonest possible hearing date available. Please note that Grenier Engineering will be responsible for neighbor notifications and management of the permit process, so please include our office in any correspondence.

Respectfully,

Chris Austin
Permit Coordinator
Grenier Engineering, PC

Enclosures

CC: Matthew Percy



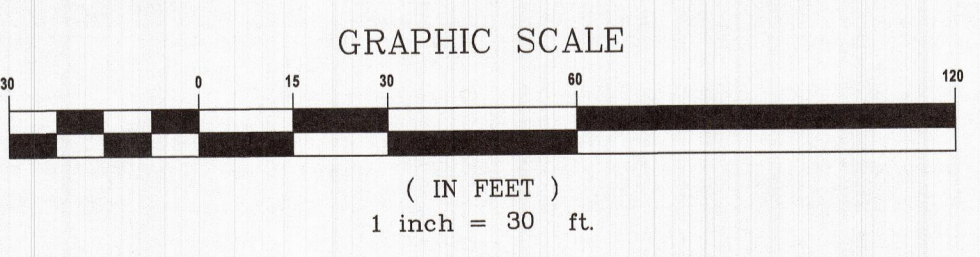
LEGEND

	SURVEY CONTROL POINT
	IRON PIN/ROD FOUND
	SOIL TEST PIT
	UTILITY POLE
	PRO. HYDRANT
	PRO. GATE VALVE
	PRO. SEWER MANHOLE
	EX. PROPERTY LINE
	PRO. LOT LINE
	RR2 DISTRICT ZONING SETBACK LINE
	PUD DOUBLE SETBACK
	RIGHT OF WAY/EASEMENT
	EX. EDGE OF ROAD/DRIVE
	EDGE OF WETLAND
	PRO. WATER LINE
	PRO. GRAVITY SEWER LINE
	PRO. SEWER SERVICE
	EX. OVERHEAD POWER
	PRO. CONTOURS
	SEPTIC ISOLATION SHIELD
	EX. TREE LINE
	EDGE OF RIVER
	100 YEAR FLOOD PLAN
	ANR RIVER CORRIDOR
	ANR FLOODWAY
	WETLAND BUFFER

NOTE
 EXISTING BASE DRAWING & TOPOGRAPHICAL FEATURES PROVIDED BY OTHERS AND WERE NOT SURVEYED/FIELD VERIFIED BY THIS OFFICE. LIDAR CONTOURS TAKEN FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI).

ZONING TABLE

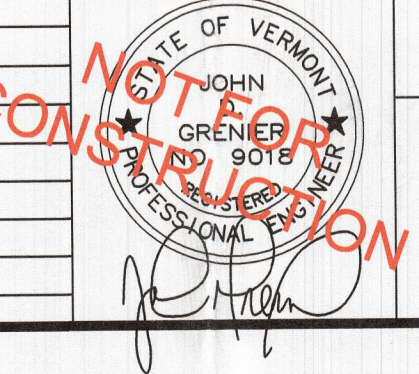
ZONING DISTRICT: RR2	FRONTYARD SETBACK: 60'
	SIDEYARD SETBACK: 50'
	REARYARD SETBACK: 50'
ZONING DISTRICT: WB3	FRONTYARD SETBACK: 60'
	SIDEYARD SETBACK: 35'
	REARYARD SETBACK: 35'



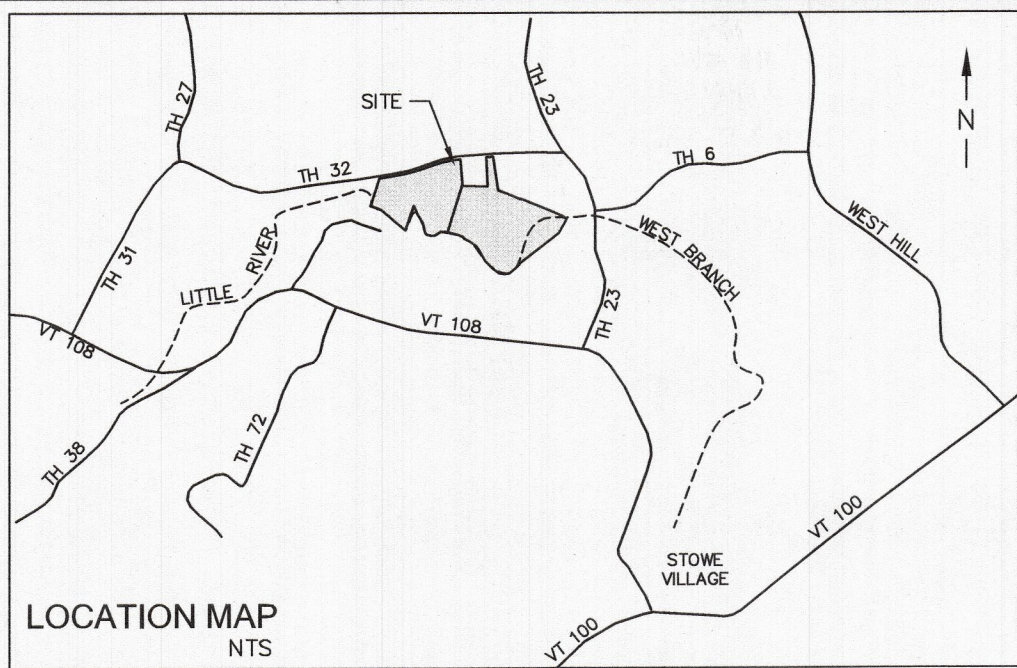
SITE PLAN - PROPOSED PUD
RIVER'S EDGE - OWNER: PERCY & PERCY
CAPE COD ROAD
STOWE

GRENIER ENGINEERING, PC
 155 DEMERITT PLACE #2
 P.O. Box 445
 Waterbury, VT 05676
 TEL (802) 244-6413
 FAX (802) 244-1572
 grenierengineering.com

Date: 8.16.24
 Scale: 1" = 30'
 Designed: JDG
 Drawn: TJM
 Checked: JDG
 Sheet No: C-3



NOTE: ORIGINAL PLAN 24" x 36". OTHER SIZES NOT TO SCALE



ORIGINAL AREA TABLE BEFORE SUBDIVISION

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
PERCY PARCEL (OFFICE)	14.0 ACRES	14.0 ACRES
CAPE COD PARCEL C	0.68 ACRES	0.63 ACRES
CAPE COD PARCEL B	4.47 ACRES	4.31 ACRES
RILEY, MURPHY & SAVAGE	10.05 ACRES	9.65 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

MEASUREMENT TABLE

POINT TO POINT	DIRECTION	DISTANCE
1 - 2	S 18°38'07" W	168.16'
2 - 3	S 18°38'07" W	196.00'
3 - 4	N 82°55'01" E	269.02'
1 - 1A	N 41°43'47" E	28.36'
5 - 5A	N 88°26'28" W	8.72'
5 - 6	N 18°34'00" E	56.99'
6 - 6A	N 18°34'00" E	36.00'
7 - 9	N 82°09'16" W	31.49'
8 - 9	N 19°18'02" E	7.92'
10 - 10A	S 52°05'18" W	14.68'
10 - 11	N 18°35'00" E	66.87'
12 - A	N 18°35'00" E	19.89'
11 - 12	N 18°35'00" E	295.32'
9 - 10	N 18°35'00" E	197.13'
4 - 9	N 82°31'20" W	188.91'
B - 14	S 03°48'53" E	22.20'
16 - 17	N 28°19'33" E	17.78'
17 - 18	N 42°48'36" E	22.87'
19 - C	N 03°43'26" W	24.80'
19 - 20	N 86°13'05" E	85.63'
D - 20	S 14°27'12" E	25.41'
18 - 21	S 62°08'28" E	152.89'
22 - 23	S 62°18'49" E	10.88'
23 - 24	S 62°18'49" E	87.00'
26 - 27	S 26°55'26" W	20.93'
30 - 31	S 16°01'49" E	9.21'
30 - 32	N 16°01'49" E	25.00'
30 - 34	S 71°42'00" W	188.64'
32 - 33	S 71°02'16" W	179.63'
33 - 34	S 05°19'35" W	25.00'
33 - 37	N 65°46'25" W	113.10'
34 - 36	N 57°02'31" W	122.93'
35 - 38	N 25°40'54" E	150.30'
36 - 37	N 27°49'35" E	5.00'
36 - 39	N 34°02'31" W	241.87'
37 - 40	N 30°01'37" W	251.91'
39 - 40	N 27°49'35" E	25.00'
39 - 42	N 55°32'31" W	187.81'
40 - 42	N 63°11'25" W	186.58'
42 - 43	N 26°57'23" E	51.82'
41 - 42	N 26°57'23" E	134.87'
43 - 45	N 17°44'30" W	14.07'
43 - 44	N 26°57'23" E	76.68'
45 - 46	N 68°00'27" W	73.44'
45 - 47	N 17°44'30" W	159.93'
39 - 44	N 23°37'47" W	241.01'
48 - 1	N 32°10'51" W	358.79'
44 - 50	N 28°06'36" E	180.00'
50 - 16	N 26°34'14" W	384.75'
44 - 46	S 75°37'51" W	110.60'

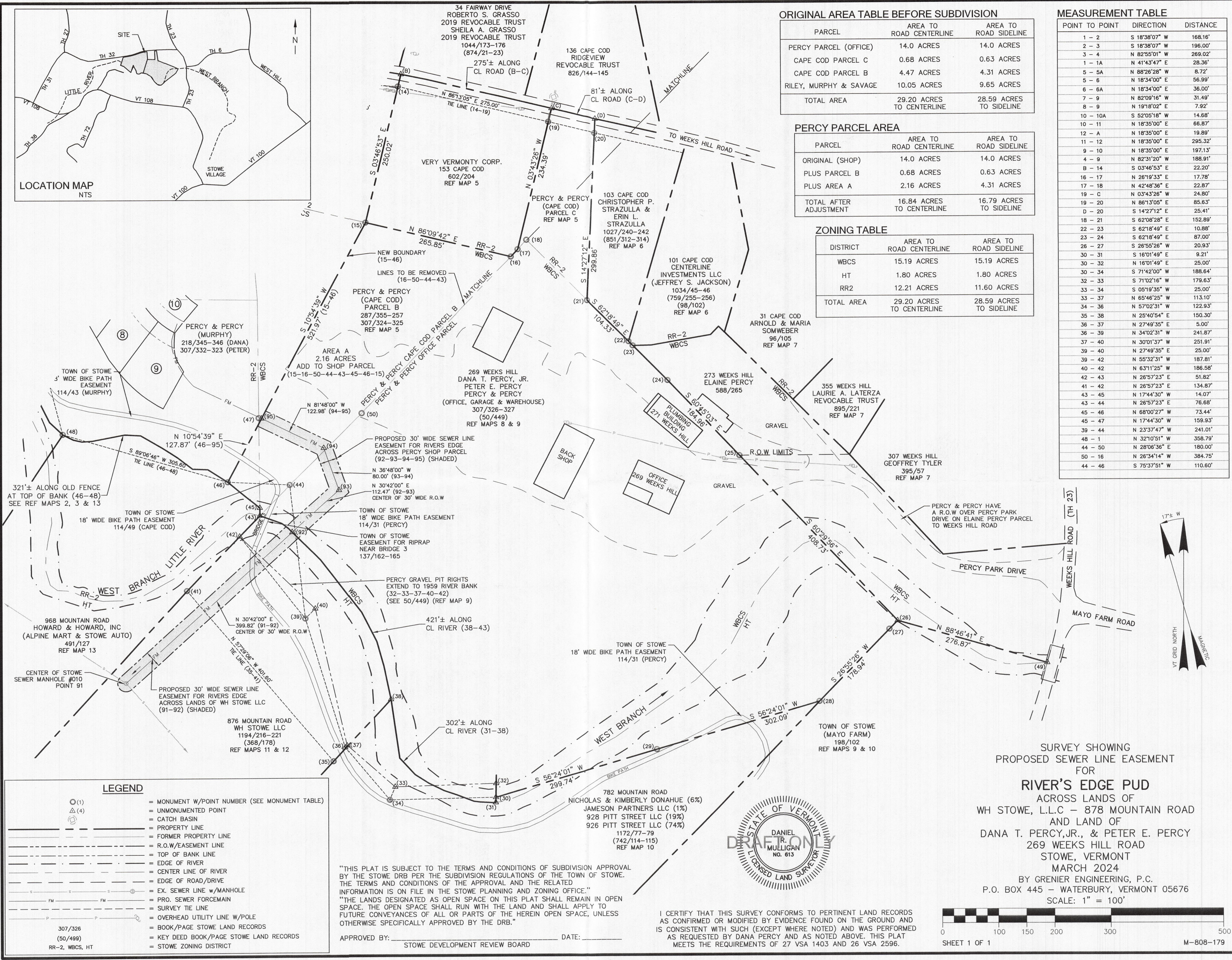
PERCY PARCEL AREA

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
ORIGINAL (SHOP)	14.0 ACRES	14.0 ACRES
PLUS PARCEL B	0.68 ACRES	0.63 ACRES
PLUS AREA A	2.16 ACRES	4.31 ACRES
TOTAL AFTER ADJUSTMENT	16.84 ACRES TO CENTERLINE	16.79 ACRES TO SIDELINE

ZONING TABLE

DISTRICT	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
WBCS	15.19 ACRES	15.19 ACRES
HT	1.80 ACRES	1.80 ACRES
RR2	12.21 ACRES	11.60 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

ORIGINAL INK DRAWING ON MYLAR BY GRENIER ENGINEERING, P.C. WATERBURY, VERMONT

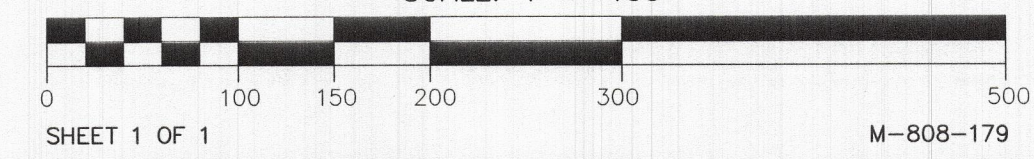
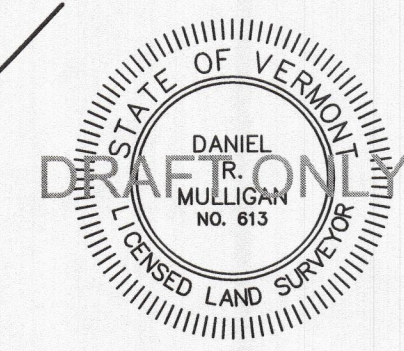


LEGEND

- (1) = MONUMENT W/POINT NUMBER (SEE MONUMENT TABLE)
- △ (4) = UNMONUMENTED POINT
- = CATCH BASIN
- = PROPERTY LINE
- - - = FORMER PROPERTY LINE
- · - · = R.O.W./EASEMENT LINE
- = TOP OF BANK LINE
- · - · = EDGE OF RIVER
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- · - · = EX. SEWER LINE w/MANHOLE
- · - · = PRO. SEWER FORCEMAIN
- · - · = SURVEY TIE LINE
- · - · = OVERHEAD UTILITY LINE w/POLE
- 307/326 (50/499) = BOOK/PAGE STOWE LAND RECORDS
- RR-2, WBCS, HT = KEY DEED BOOK/PAGE STOWE LAND RECORDS
- RR-2, WBCS, HT = STOWE ZONING DISTRICT

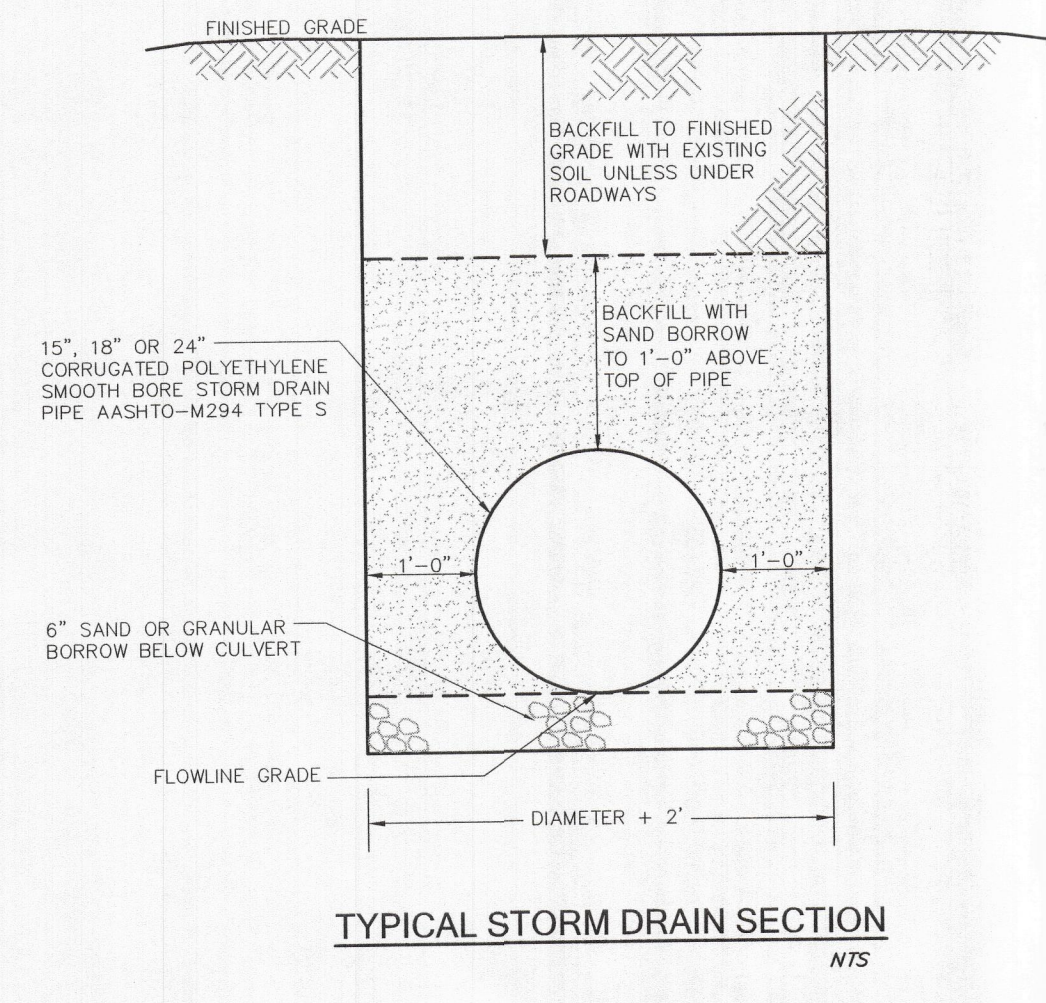
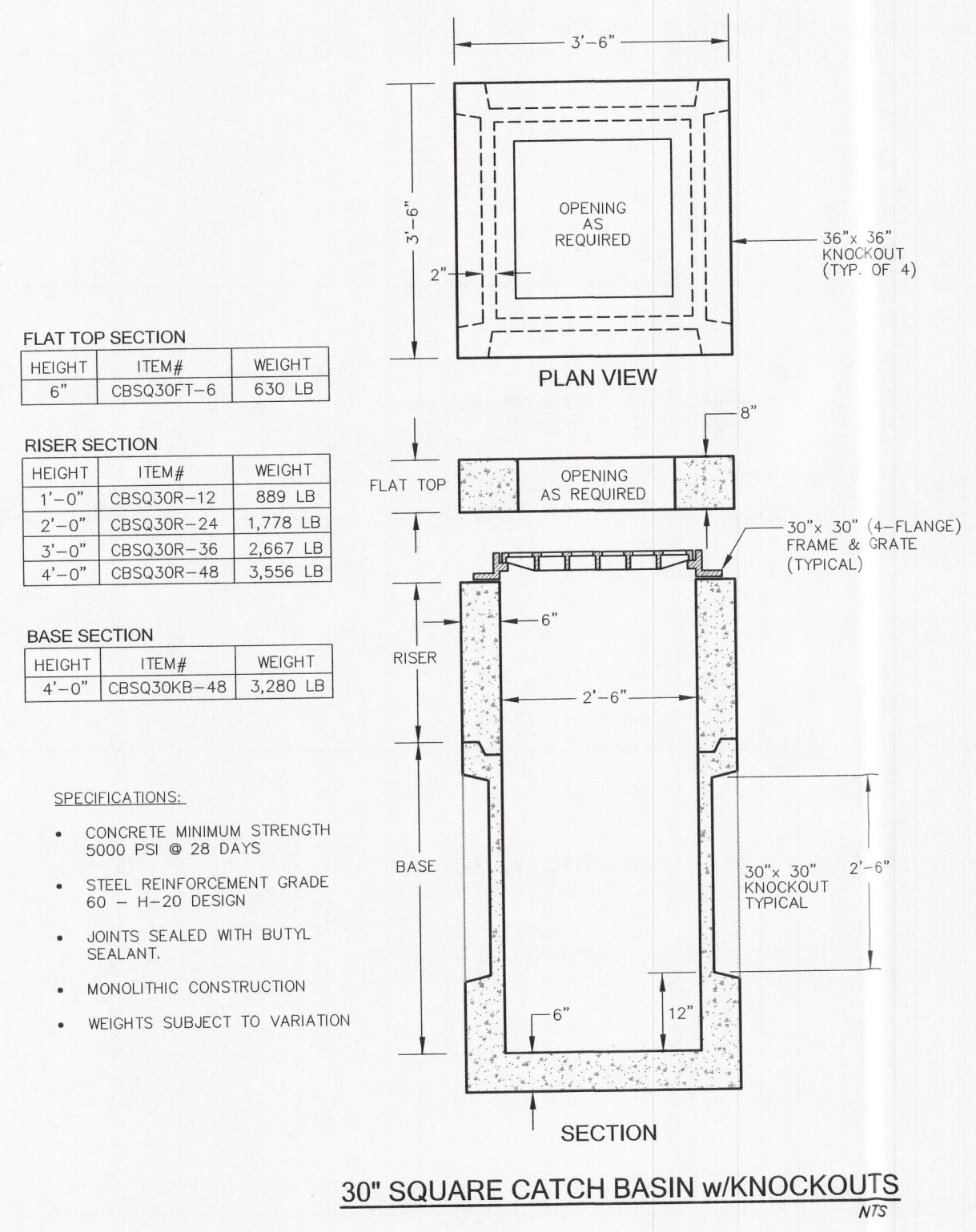
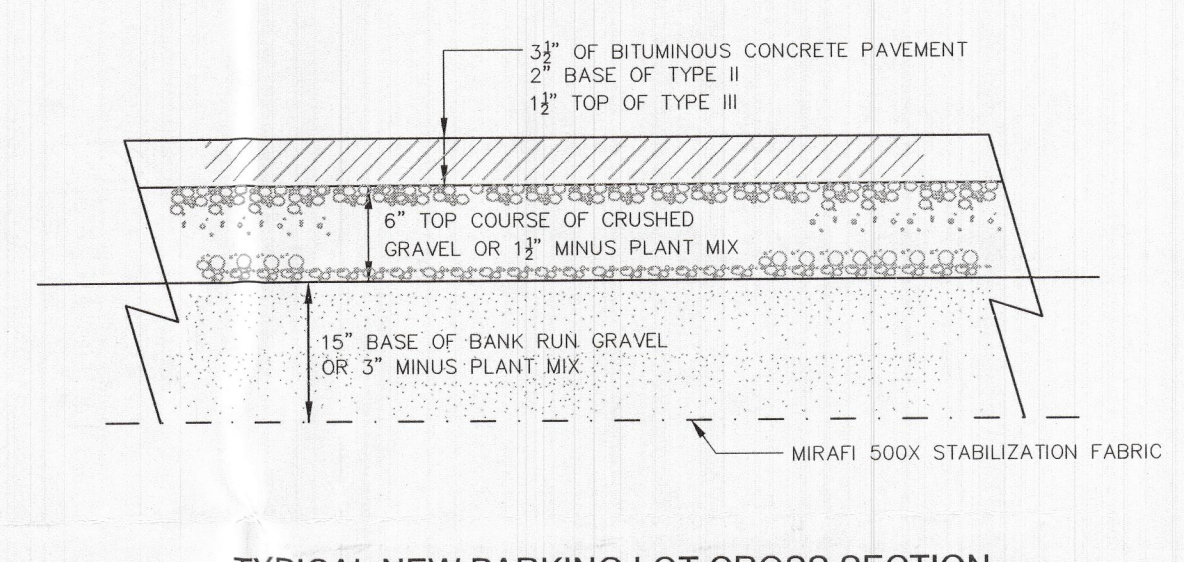
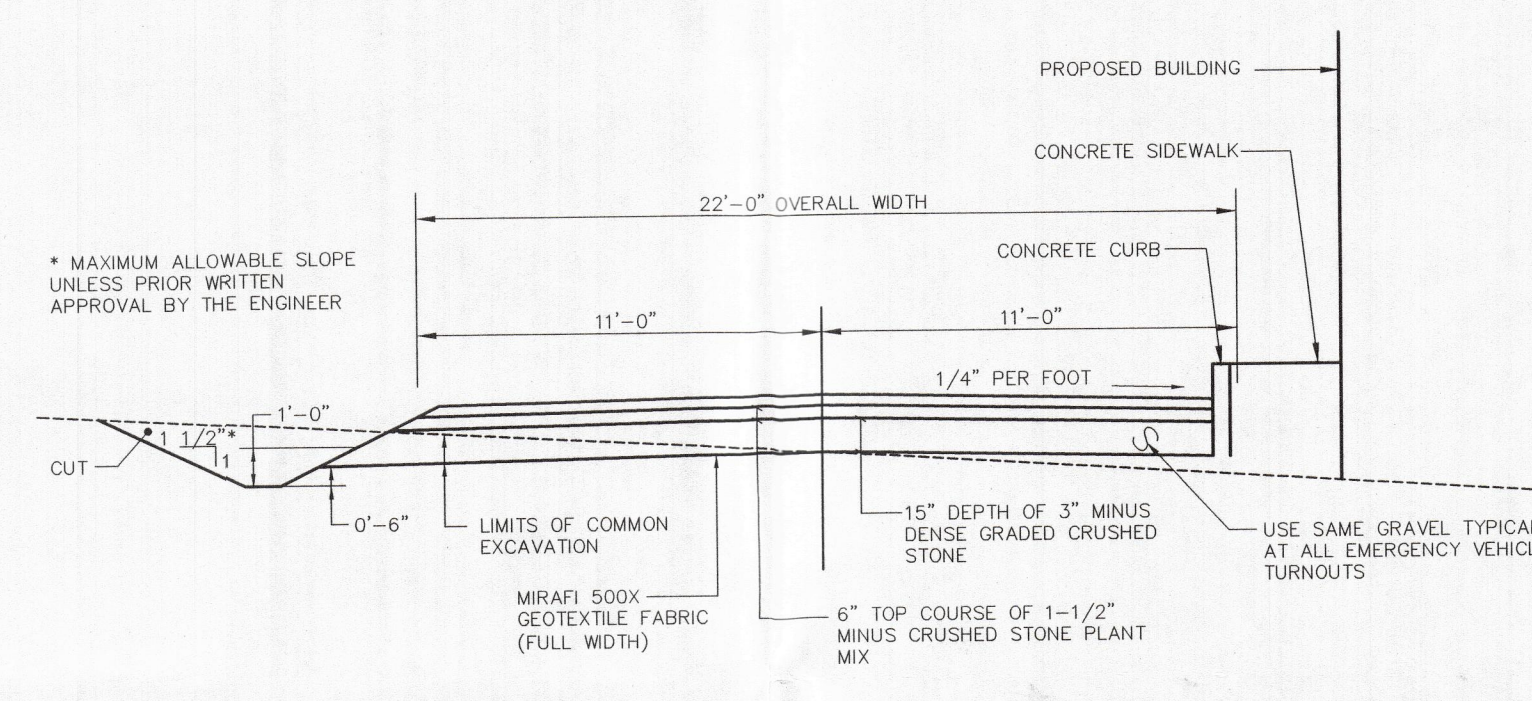
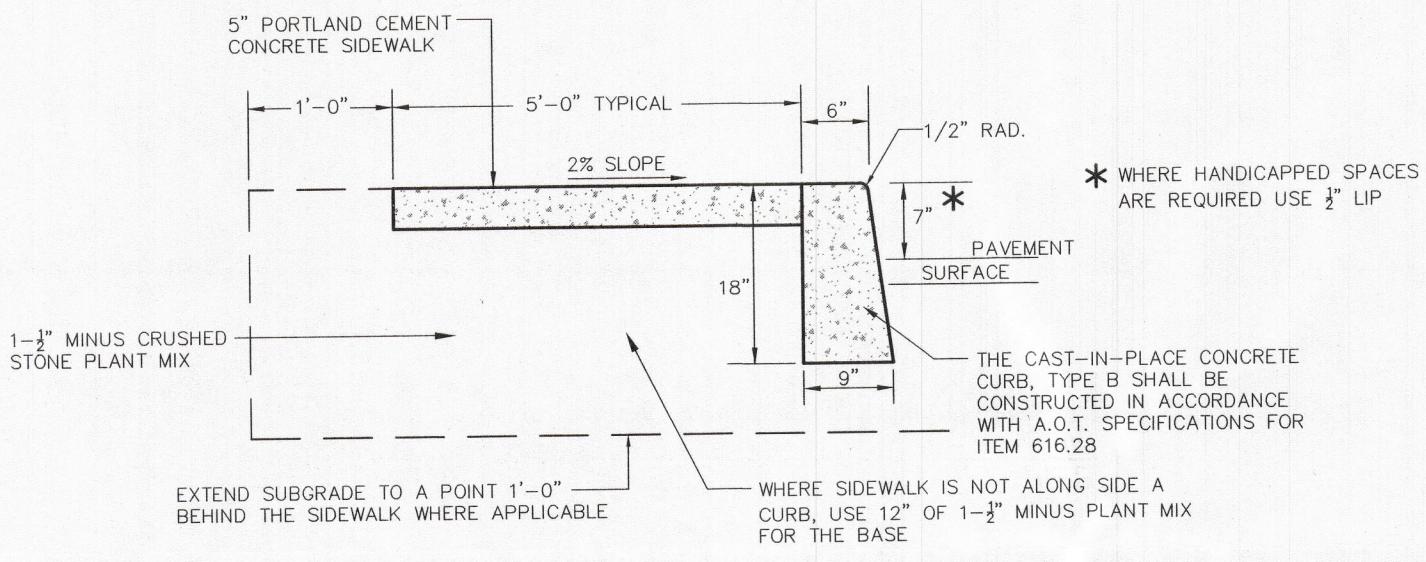
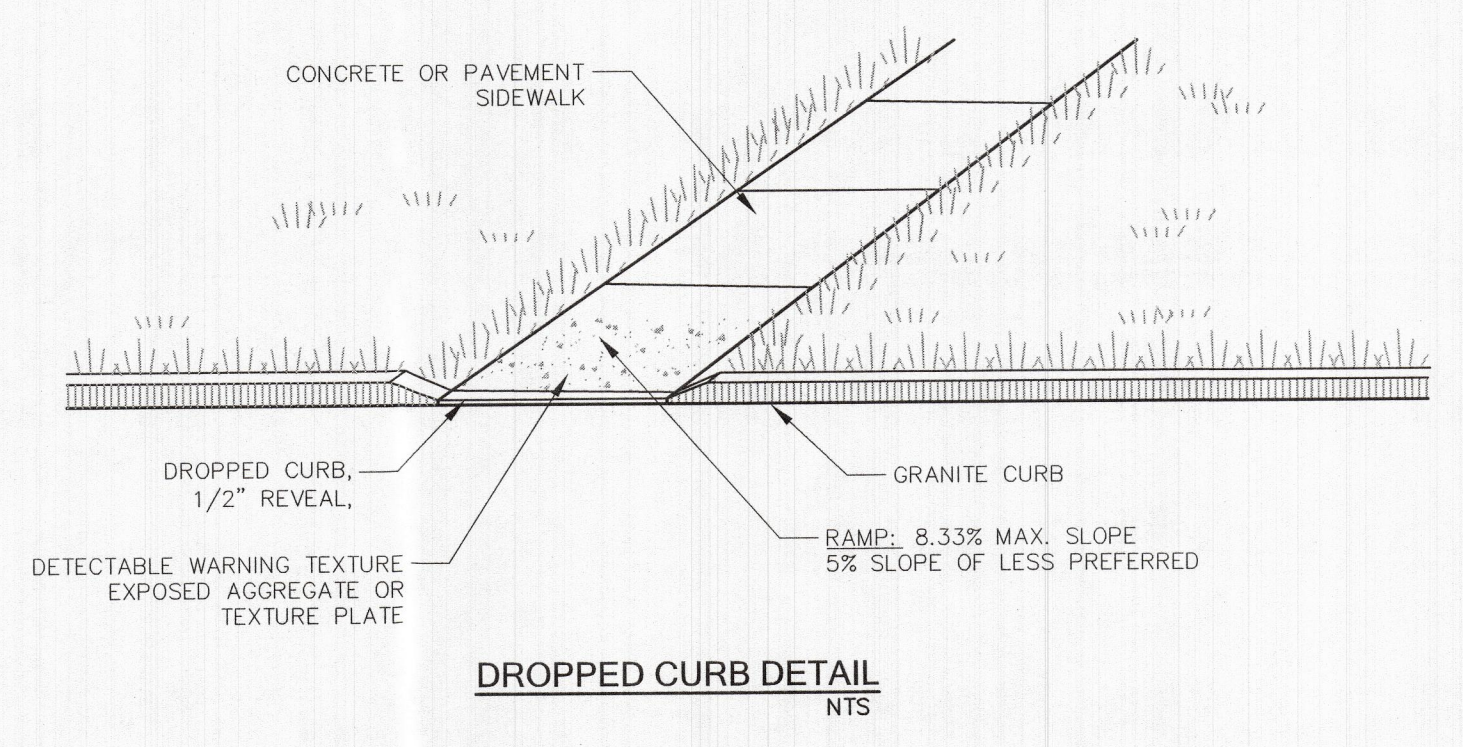
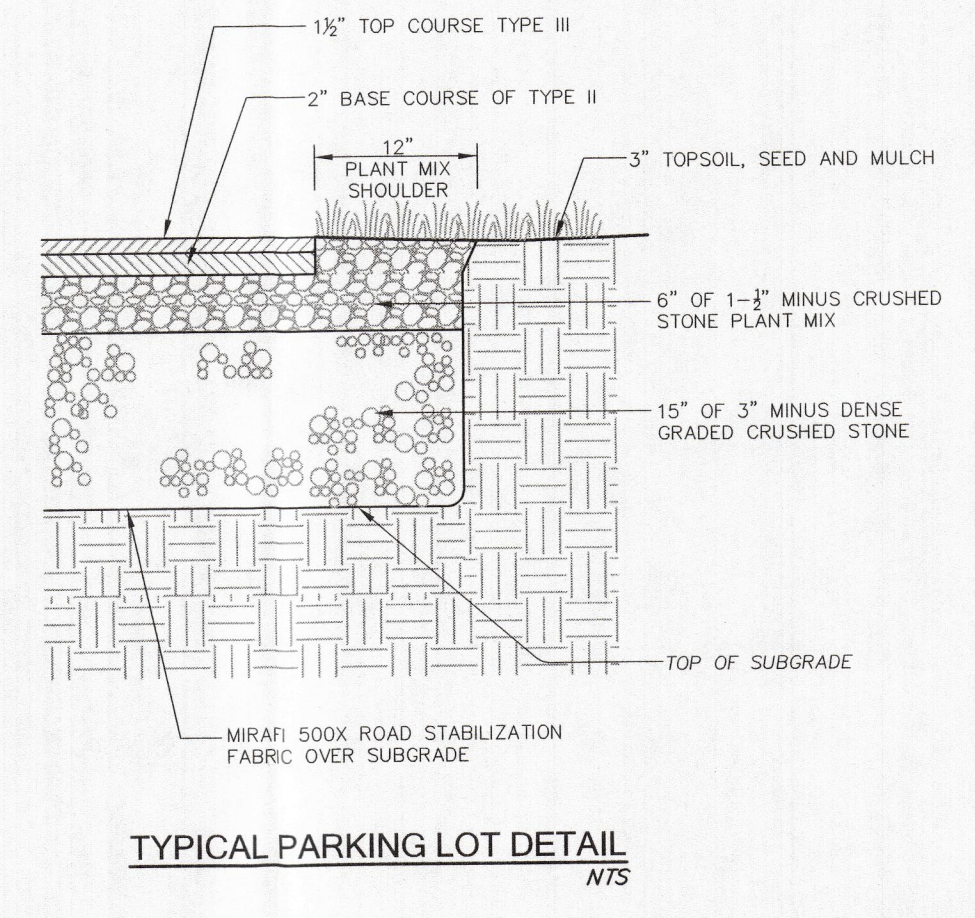
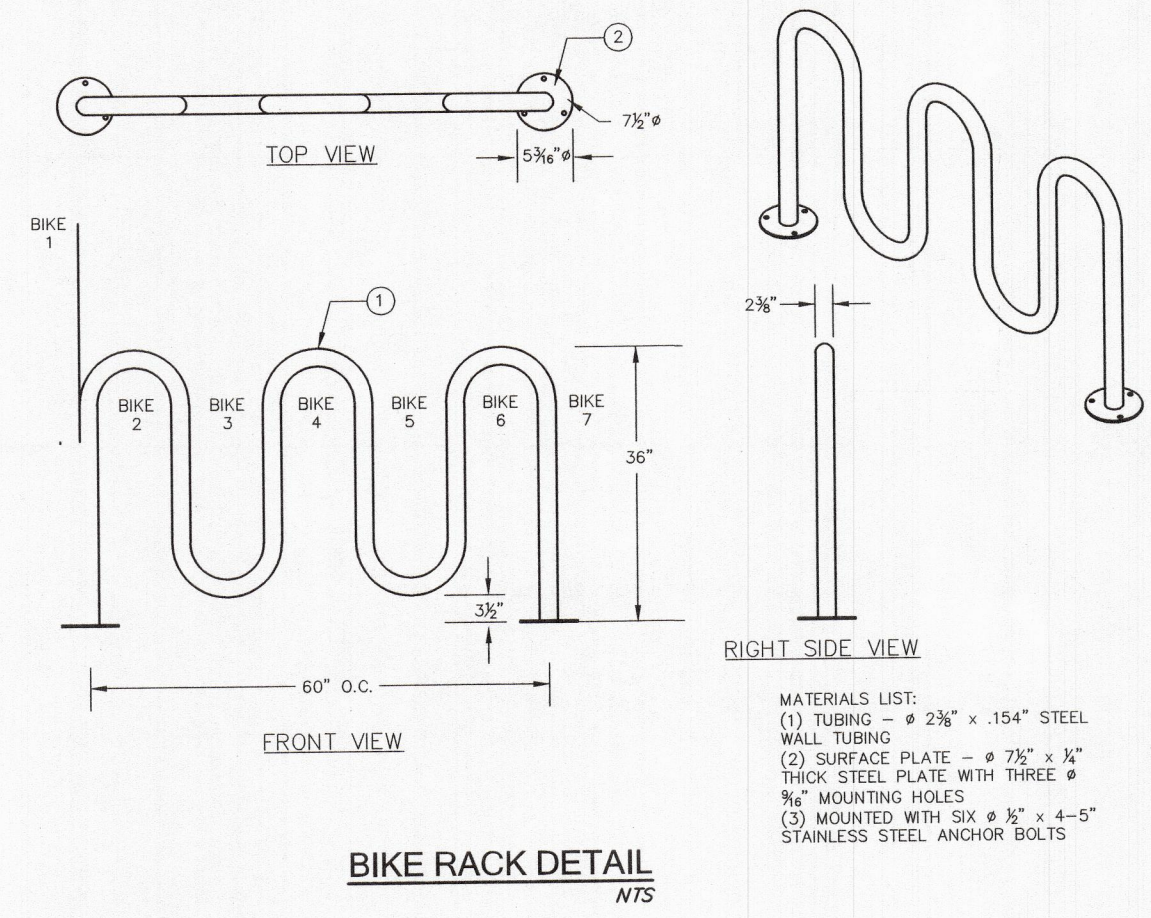
"THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF SUBDIVISION APPROVAL BY THE STOWE DRB PER THE SUBDIVISION REGULATIONS OF THE TOWN OF STOWE. THE TERMS AND CONDITIONS OF THE APPROVAL AND THE RELATED INFORMATION IS ON FILE IN THE STOWE PLANNING AND ZONING OFFICE."
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 APPROVED BY: _____ DATE: _____
 STOWE DEVELOPMENT REVIEW BOARD

I CERTIFY THAT THIS SURVEY CONFORMS TO PERTINENT LAND RECORDS AS CONFIRMED OR MODIFIED BY EVIDENCE FOUND ON THE GROUND AND IS CONSISTENT WITH SUCH (EXCEPT WHERE NOTED) AND WAS PERFORMED AS REQUESTED BY DANA PERCY AND AS NOTED ABOVE. THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403 AND 26 VSA 2596.



SURVEY SHOWING
 PROPOSED SEWER LINE EASEMENT
 FOR
RIVER'S EDGE PUD
 ACROSS LANDS OF
 WH STOWE, L.L.C - 878 MOUNTAIN ROAD
 AND LAND OF
 DANA T. PERCY, JR., & PETER E. PERCY
 269 WEEKS HILL ROAD
 STOWE, VERMONT
 MARCH 2024
 BY GRENIER ENGINEERING, P.C.
 P.O. BOX 445 - WATERBURY, VERMONT 05676
 SCALE: 1" = 100'





NOTE: ORIGINAL PLAN 24" x 36". OTHER SIZES NOT TO SCALE

No.	Date	Revision	By

SITE DETAILS
 RIVER'S EDGE - OWNER: PERCY & PERCY
 CAPE COD ROAD
 STOWE

GRENIER ENGINEERING, PC
 155 DEMERITT PLACE #2

P.O. Box 445
 Waterbury, VT 05676
 TEL (802) 244-6413
 FAX (802) 244-1572
 grenierengineering.com

Date: 8.09.24
 Scale: A/N
 Designed: JDG
 Drawn: TJM
 Checked: JDG
 Sheet No: C-7

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AUTHORIZATION TO DISCHARGE UNDER
GENERAL PERMIT 3-9050

A determination has been made that the applicant(s):

Dale Percy Inc
269 Weeks Hill Rd
Stowe, VT 05672

And

Dana Percy
269 Weeks Hill Rd
Stowe, VT 05672

And

Peter Percy
1885 Weeks Hill Rd
Stowe, VT 05672

And

Rivers Edge Homeowners Association
269 Weeks Hill Rd
Stowe, VT 05672

Impervious Area: 0.78 acres

meets the criteria necessary for inclusion under General Permit 3-9050. Hereinafter, the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9050, the permittee is authorized to discharge stormwater as described herein:

- Project Name:* River's Edge Subdivision
- Project Location:* 281 Cape Code Rd in Stowe, Vermont
- Receiving Waters:*
- West Branch Little River
 - Wetland in West Branch Little River watershed
- Manner of Discharge:*
- S/N 001: Stormwater runoff will be collected via grass swales, and catch basins which leads to a forebay for pretreatment, to then be treated via an infiltration basin which discharges to the West Branch Little River. Stormwater runoff from the roof top on lot 9 will sheet flow to a simple disconnect where it discharges to the West Branch Little River.
- S/N 002: Runoff will be sheet flow off the roofs on Lots 11 and 12 to a simple disconnects that will discharge into a wetland within the West Branch Little River watershed.
- Design:* This project shall be constructed and operated in accordance with the site plans and details designed by Grenier Engineering.
- Sheet SW-1, "Existing Conditions Plan", dated 04/07/2023;
Sheet SW-2, "Proposed Stormwater Plan", dated 04/07/2023;
Sheet SW-3, "Post Construction Soil Depth & Quality Plan", dated 04/07/2023;
Sheet SW-4, "Annotated Maintenance Plan", dated 04/07/2023, last revised 10/02/2023;
Sheet SW-5, "Stormwater Details", dated 04/07/2023; and all supporting information.

By reference, the above noted plans are made part of this authorization.

Compliance with General Permit 3-9050 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9050, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. An invoice for the first year's operating fee will be sent separately. Any permit non-compliance, including a failure to pay the annual operating fee, constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge.

Construction of the Stormwater Management System:

The stormwater management system as described in the approved design above shall be installed prior to the discharge of stormwater from any new or redeveloped impervious surface covered by this authorization. Where stormwater from existing impervious surface is being treated pursuant to "Site Balancing", per the approved design, the stormwater system treating such areas shall be installed prior to the discharge of stormwater from new or redeveloped impervious surface.

For any existing impervious surface covered by this authorization, except for existing impervious surfaces used for Site Balancing, as noted above, the stormwater management system as described in the approved design above shall be installed no later than 1/17/2029.

Annual Inspection and Report

The stormwater management system shall be properly operated. The permittee shall submit an annual inspection report on the operation, maintenance and condition of the stormwater management system. The inspection report shall be submitted regardless of whether the project has been constructed. The inspection shall be conducted between the conclusion of spring snow melt and June 15th of each year and the inspection report shall be submitted to the Secretary by July 15th of each year, or by July 30th if performed by a utility or municipality pursuant to a duly adopted stormwater management ordinance. The inspection report shall note all problem areas and all measures taken to correct any problems and to prevent future problems. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

Initial Statement of Compliance

An initial statement of compliance, signed by a designer, must be submitted to the Stormwater Management Program no later than 30 days following completion of construction of the stormwater management system. Forms for completing this requirement are available on the Stormwater Management Program's website. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

Transferability

This authorization to discharge is not transferable to any person except in compliance with Part 8.4 of General Permit 3-9050. A copy of General Permit 3-9050 is available from the Department via the internet at https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020_09_01%20Final%20GP%203-9050.pdf

Changes to Permitted Development

In accordance with Part 8.6. of General Permit 3-9050, the permittee shall notify the Department of any planned development or facility expansions or changes that may result in new or increased stormwater discharges. The Department shall determine the appropriateness of continued inclusion under General Permit 3-9050 by the modified development or facility.

Recording in Land Records

The permittee shall record in the local land records, within 30 days of issuance of this authorization, a one-page notice of permit coverage. A one-page notice form may be obtained from the Secretary. A copy of the recording shall be provided to the Secretary within 14 days of the permittee's receipt of a copy of the recording from the local land records. Permits for public linear transportation projects shall be exempt from this requirement provided the permit is retained by the permittee in the official project file.

Right to Appeal

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont

Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

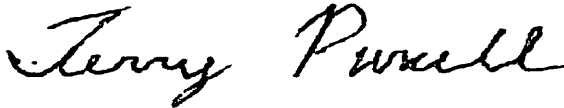
(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on January 18, 2024 and shall expire on January 17, 2029. The permittee shall reapply for coverage prior to the expiration of this authorization.

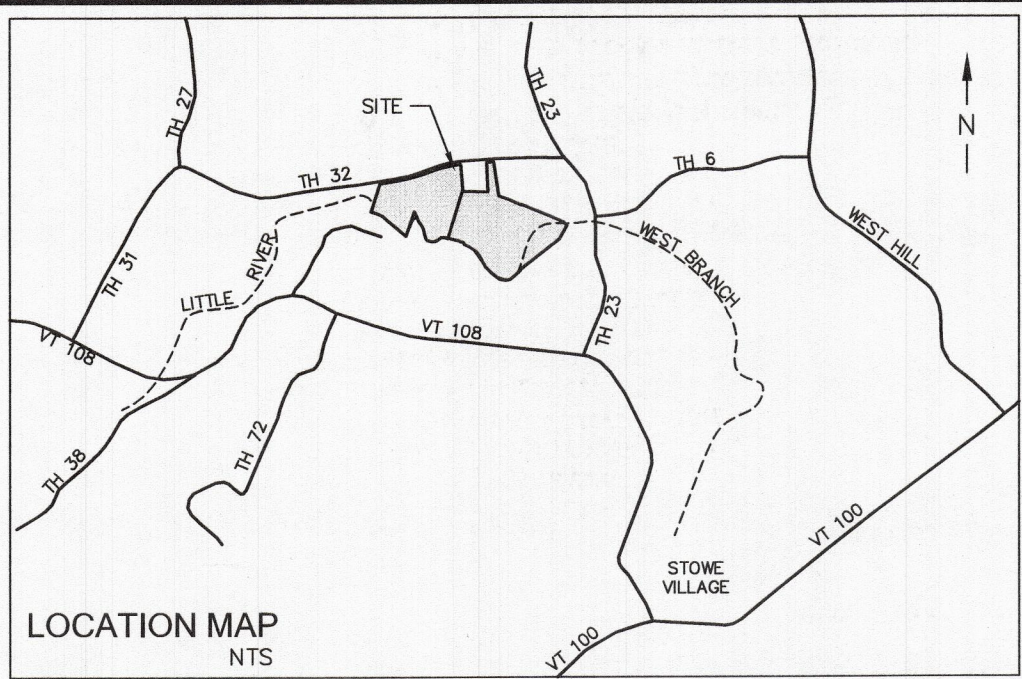
Dated January 18, 2024.

Julia S. Moore, Secretary
Agency of Natural Resources



By:

Terry Purcell, Operations Section Supervisor
Stormwater Management Program



ORIGINAL AREA TABLE BEFORE SUBDIVISION

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
PERCY PARCEL (OFFICE)	14.0 ACRES	14.0 ACRES
CAPE COD PARCEL C	0.68 ACRES	0.63 ACRES
CAPE COD PARCEL B	4.47 ACRES	4.31 ACRES
RILEY, MURPHY & SAVAGE	10.05 ACRES	9.65 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

PERCY PARCEL AREA

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
ORIGINAL (SHOP)	14.0 ACRES	14.0 ACRES
PLUS PARCEL B	0.68 ACRES	0.63 ACRES
PLUS AREA A	2.16 ACRES	4.31 ACRES
TOTAL AFTER ADJUSTMENT	16.84 ACRES TO CENTERLINE	16.79 ACRES TO SIDELINE

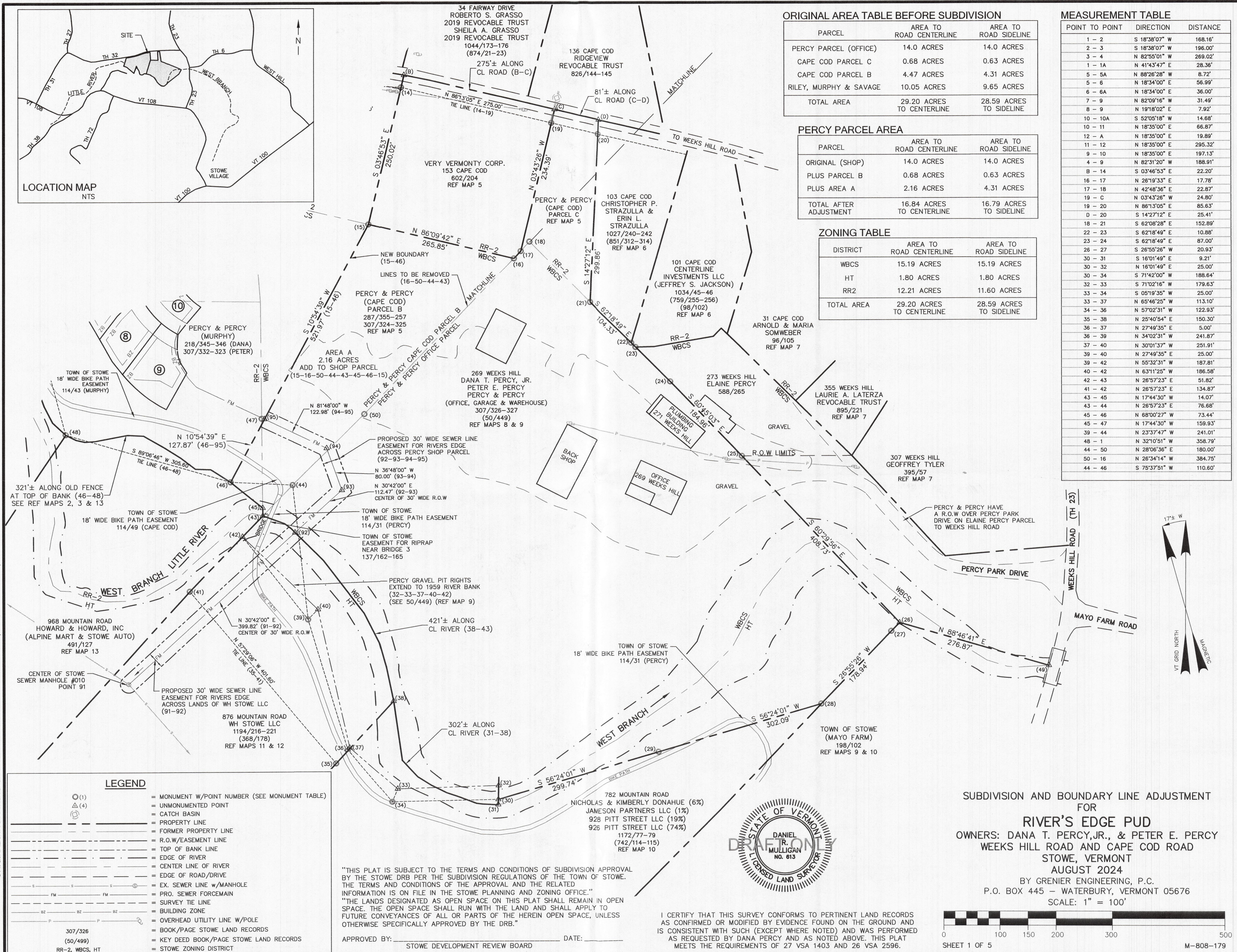
ZONING TABLE

DISTRICT	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
WBCS	15.19 ACRES	15.19 ACRES
HT	1.80 ACRES	1.80 ACRES
RR2	12.21 ACRES	11.60 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

MEASUREMENT TABLE

POINT TO POINT	DIRECTION	DISTANCE
1 - 2	S 18°38'07" W	168.16'
2 - 3	S 18°38'07" W	196.00'
3 - 4	N 82°55'01" W	269.02'
1 - 1A	N 41°43'47" E	28.36'
5 - 5A	N 88°26'28" W	8.72'
5 - 6	N 18°34'00" E	56.99'
6 - 6A	N 18°34'00" E	36.00'
7 - 9	N 82°09'16" W	31.49'
8 - 9	N 19°18'02" E	7.92'
10 - 10A	S 52°05'18" W	14.68'
10 - 11	N 18°35'00" E	66.87'
12 - A	N 18°35'00" E	19.89'
11 - 12	N 18°35'00" E	295.32'
9 - 10	N 18°35'00" E	197.13'
4 - 9	N 82°31'20" W	188.91'
B - 14	S 03°46'53" E	22.20'
16 - 17	N 26°19'33" E	17.78'
17 - 18	N 42°48'36" E	22.87'
19 - C	N 03°43'26" W	24.80'
19 - 20	N 86°13'05" E	85.63'
0 - 20	S 14°27'12" E	25.41'
18 - 21	S 62°08'28" E	152.89'
22 - 23	S 62°18'40" E	10.88'
23 - 24	S 62°18'40" E	87.00'
26 - 27	S 26°55'26" W	20.93'
30 - 31	S 18°01'40" E	9.21'
30 - 32	N 18°01'40" E	25.00'
30 - 34	S 71°42'00" W	188.64'
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39 - 44	N 23°37'47" W	241.01'
48 - 1	N 32°10'51" W	358.79'
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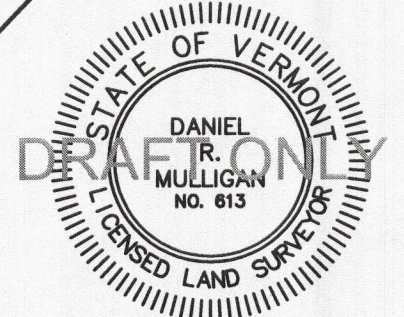


LEGEND

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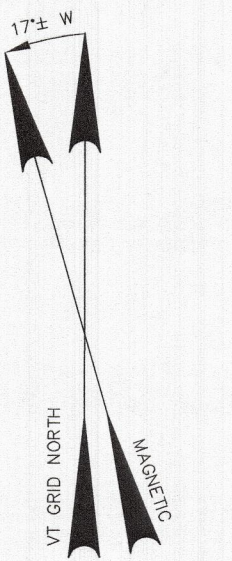
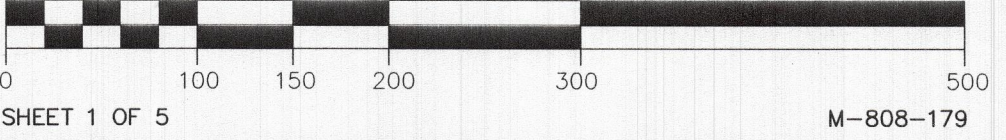
307/326 (50/499) RR-2, WBCS, HT

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 APPROVED BY: _____ DATE: _____
 STOWE DEVELOPMENT REVIEW BOARD

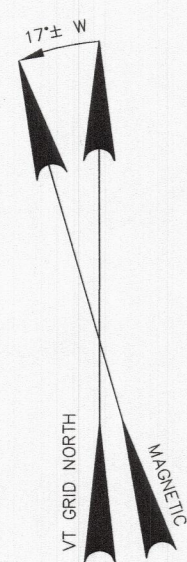
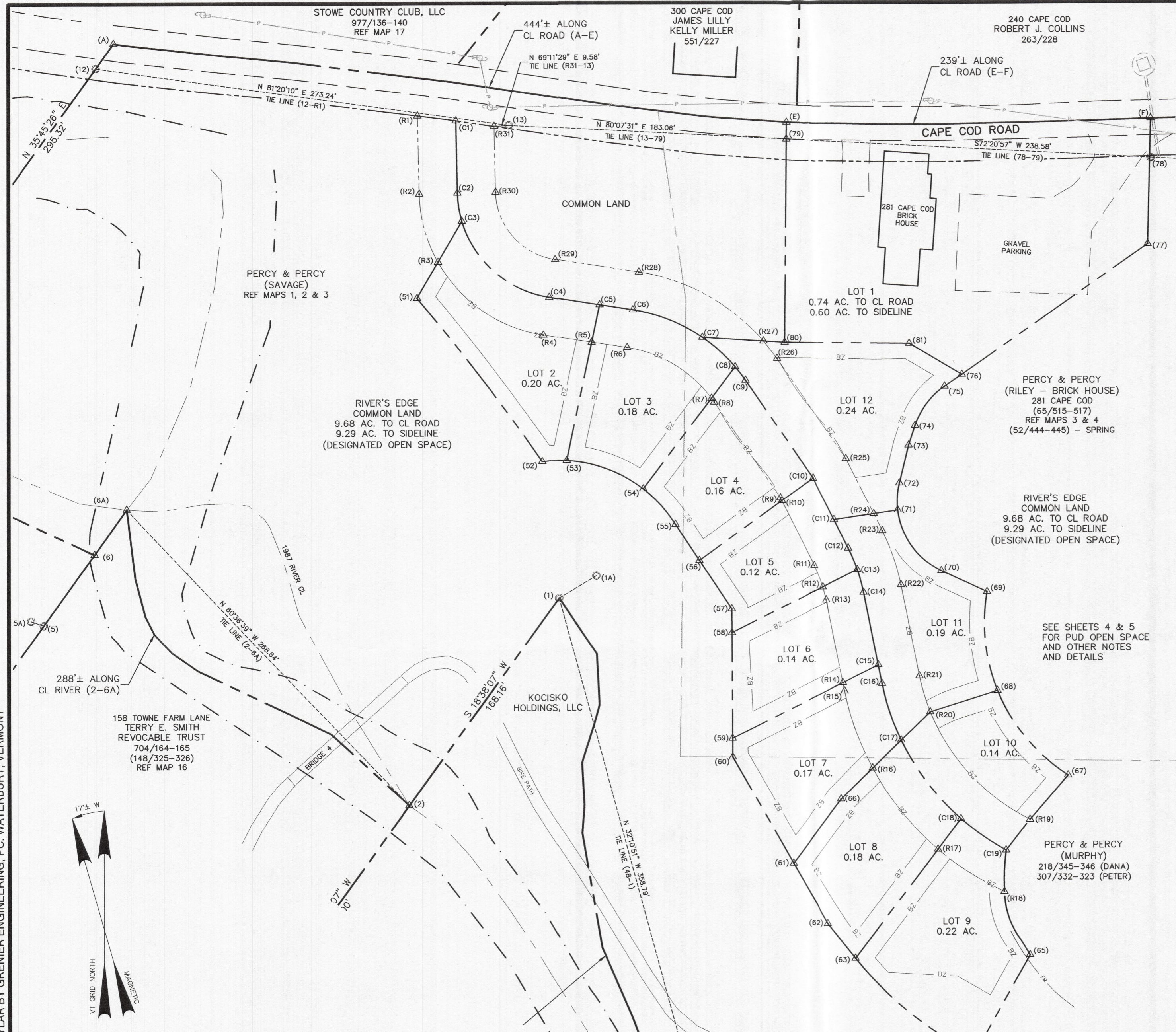


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SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR RIVER'S EDGE PUD
 OWNERS: DANA T. PERCY, JR., & PETER E. PERCY
 WEEKS HILL ROAD AND CAPE COD ROAD
 STOWE, VERMONT
 AUGUST 2024
 BY GRENIER ENGINEERING, P.C.
 P.O. BOX 445 - WATERBURY, VERMONT 05676
 SCALE: 1" = 100'



ORIGINAL INK DRAWING ON MYLAR BY GRENIER ENGINEERING, P.C. WATERBURY, VERMONT



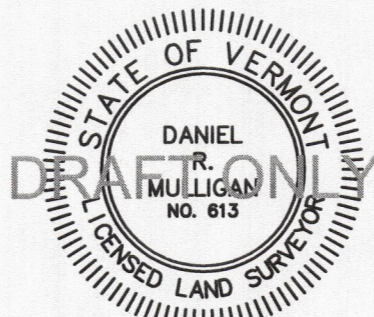
LEGEND	
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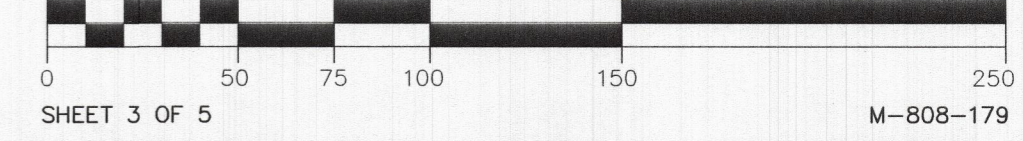
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MEASUREMENT TABLE				
POINT TO POINT	DIRECTION	DISTANCE	CHORD DIRECTION	CHORD DISTANCE
R1 - R2	S 18°27'05" E	51.44'		
R2 - R3	R = 96.00'	A = 46.88'	S 32°26'31" E	46.42'
R3 - R4	R = 96.00'	A = 87.00'	S 72°23'44" E	84.06'
R4 - R5	N 81°38'27" E	23.50'		
R5 - R6	N 81°38'27" E	23.50'		
R6 - R7	R = 85.00'	A = 66.71'	S 76°03'30" E	64.51'
R7 - R8	R = 85.00'	A = 3.01'	S 52°44'38" E	3.01'
R8 - R9	S 51°43'50" E	76.27'		
R9 - R10	S 43°55'49" E	2.18'		
R10 - R11	S 43°55'49" E	47.28'		
R11 - R12	R = 89.00'	A = 15.19'	S 39°02'22" E	15.18'
R12 - R13	R = 89.00'	A = 8.86'	S 31°17'44" E	8.86'
R13 - R14	S 28°26'33" E	55.88'		
R14 - R15	S 28°26'33" E	5.68'		
R15 - R16	R = 186.00'	A = 54.45'	S 36°49'45" E	54.26'
R16 - R17	R = 186.00'	A = 68.78'	S 55°48'33" E	68.39'
R17 - R18	R = 186.00'	A = 52.00'	S 74°24'13" E	51.78'
R18 - R19	R = 136.00'	A = 98.79'	N 59°39'41" W	96.63'
R19 - R20	R = 136.00'	A = 24.71'	N 33°38'49" W	24.87'
R20 - R21	R = 136.00'	A = 24.71'	N 33°38'49" W	24.87'
R21 - R22	N 28°26'33" W	61.56'		
R22 - R23	R = 139.00'	A = 37.57'	N 36°11'11" W	37.46'
R23 - R24	N 43°55'49" W	12.42'		
R24 - R25	N 43°55'49" W	40.42'		
R25 - R26	N 51°43'50" W	79.88'		
R26 - R27	R = 135.00'	A = 14.54'	N 54°48'56" E	14.53'
R27 - R28	R = 135.00'	A = 95.33'	N 78°07'47" W	93.36'
R28 - R29	S 81°38'27" W	55.29'		
R29 - R30	R = 46.00'	A = 64.15'	N 58°24'19" W	59.08'
R30 - R31	N 82°7'05" W	43.33'		
R33 - C1	S 81°4'52" W	25.36'		
C1 - R1	S 80°17'12" W	25.29'		
C3 - R3	S 12°59'45" W	31.11'		
R3 - S1	S 12°59'45" W	27.33'		
S1 - S2	R = 1400.00'	A = 134.93'	S 54°35'22" E	134.88'
S2 - S3	N 71°01'48" E	15.83'		
S3 - S4	R = 90.00'	A = 54.18'	S 86°40'40" E	53.37'
S4 - S5	R = 90.00'	A = 31.52'	S 59°23'52" E	31.36'
S5 - S6	S 50°43'29" E	28.19'		
S6 - S7	S 50°43'29" E	38.31'		
S7 - S8	S 17°25'07" E	15.60'		
S8 - S9	S 17°25'07" E	70.03'		
S9 - S10	S 17°25'07" E	12.46'		
S10 - S11	S 46°49'04" E	80.40'		
S11 - S12	S 46°49'04" E	45.94'		
S12 - S13	S 55°29'38" E	29.31'		
S13 - S14	R = 230.25'	A = 101.09'	S 88°04'18" E	100.28'
S14 - S15	N 12°00'38" E	74.84'		
S15 - S16	R = 54.00'	A = 31.13'	N 41°26'08" W	43.48'
S16 - S17	N 14°46'49" W	27.40'		
S17 - S18	N 20°52'54" E	25.42'		
S18 - S19	N 23°21'16" E	38.38'		
S19 - S20	R = 120.00'	A = 73.76'	N 56°35'47" W	72.60'
S20 - S21	R = 120.00'	A = 66.54'	N 23°06'07" W	65.69'
S21 - S22	N 82°09'00" W	32.25'		
S22 - S23	R = 50.00'	A = 50.97'	N 52°56'49" W	48.79'
S23 - S24	R = 50.00'	A = 17.81'	N 13°32'24" W	17.72'
S24 - S25	N 03°20'10" W	25.41'		
S25 - S26	N 01°12'13" E	13.63'		
S26 - S27	R = 50.00'	A = 32.68'	N 19°55'33" E	32.10'
S27 - S28	N 38°38'53" E	13.74'		
S28 - S29	N 37°51'51" E	148.67'		
S29 - S30	N 15°43'26" W	58.01'		
S30 - S31	N 15°43'26" W	24.79'		
S31 - S32	S 72°20'57" W	238.58'		
S32 - S33	S 79°35'04" W	192.48'		
S33 - S34	N 16°40'08" W	24.80'		
S34 - S35	N 16°40'08" E	119.80'		
S35 - S36	N 73°30'25" E	81.85'		
S36 - S37	S 76°31'29" E	40.07'		
S37 - S38	S 82°09'00" W	13.95'		
S38 - S39	S 76°30'28" W	40.09'		
S39 - S40	S 05°12'30" E	25.04'		
S40 - S41	S 05°12'30" E	79.16'		
S41 - S42	N 19°59'33" E	74.28'		
S42 - S43	N 19°59'33" E	25.79'		
S43 - S44	N 37°17'04" E	66.61'		
S44 - S45	N 37°17'04" E	25.30'		
S45 - S46	N 46°15'36" E	66.97'		
S46 - S47	N 28°15'59" E	26.77'		
S47 - S48	N 19°47'56" E	89.82'		
S48 - S49	N 19°47'56" E	25.06'		
S49 - S50	N 55°13'14" E	46.27'		
S50 - S51	N 64°27'10" E	26.34'		
S51 - S52	N 64°27'10" E	15.92'		

MEASUREMENT TABLE				
POINT TO POINT	DIRECTION	DISTANCE	CHORD DIRECTION	CHORD DISTANCE
C1 - C2	S 15°27'05" E	47.60'		
C2 - C3	R = 71.00'	A = 18.72'	S 26°00'12" E	18.66'
C3 - C4	R = 71.00'	A = 80.30'	S 65°57'25" E	76.09'
C4 - C5	N 81°38'27" E	33.16'		
C5 - C6	N 81°38'27" E	22.12'		
C6 - C7	R = 110.00'	A = 49.31'	S 85°31'00" E	48.90'
C7 - C8	R = 110.00'	A = 29.10'	S 65°05'49" E	29.01'
C8 - C9	R = 110.00'	A = 11.11'	S 54°37'30" E	11.11'
C9 - C10	S 51°43'50" E	77.98'		
C10 - C11	S 43°55'49" E	30.41'		
C11 - C12	S 43°55'49" E	20.73'		
C12 - C13	R = 114.00'	A = 15.25'	S 40°05'53" E	15.24'
C13 - C14	R = 114.00'	A = 15.57'	S 32°21'15" E	15.55'
C14 - C15	S 28°26'33" E	48.98'		
C15 - C16	S 28°26'33" E	12.59'		
C16 - C17	R = 161.00'	A = 39.66'	S 35°30'01" E	39.56'
C17 - C18	R = 161.00'	A = 65.34'	S 54°11'05" E	64.89'
C18 - C19	R = 161.00'	A = 36.19'	S 72°15'03" E	36.11'



SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR
RIVER'S EDGE PUD
 OWNERS: DANA T. PERCY, JR., & PETER E. PERCY
 WEEKS HILL ROAD AND CAPE COD ROAD
 STOWE, VERMONT
 AUGUST 2024
 BY GRENIER ENGINEERING, P.C.
 P.O. BOX 445 - WATERBURY, VERMONT 05676
 SCALE: 1" = 50'



ORIGINAL INK DRAWING ON MYLAR BY GRENIER ENGINEERING, P.C. WATERBURY, VERMONT



RIVER'S EDGE PUD
12 LOT SUBDIVISION
SEE BOUNDARY DETAILS
ON SHEETS 3 & 5

LEGEND	
---	EX. PROPERTY LINE
---	PRO. PROPERTY LINE
WL	EDGE OF WETLAND
---	PUD DOUBLE SETBACK
---	RR2 DISTRICT FRONTYARD SETBACK
---	STREAM SETBACK
▨	WETLAND BUFFER
---	100 YEAR FLOOD/FLOODPLAIN
▨	OPEN SPACE AREA = 9.1± AC.

NOTE
EXISTING BASE DRAWING & TOPOGRAPHICAL FEATURES PROVIDED BY OTHERS AND WERE NOT SURVEYED/FIELD VERIFIED BY THIS OFFICE. LIDAR CONTOURS TAKEN FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI).

ZONING TABLE
ZONING DISTRICT: RR2
FRONTYARD SETBACK: 60'
SIDEYARD SETBACK: 50'
REARYARD SETBACK: 50'

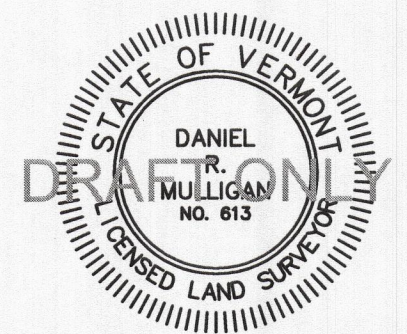
BUILDING COVERAGE:
WBSC = 20% MAX.
EXISTING = 3.2%
(22,300 ± SF/705,237 SF LOT AREA)

ZONING DISTRICT: WBSC
FRONTYARD SETBACK: 60'
SIDEYARD SETBACK: 35'
REARYARD SETBACK: 35'

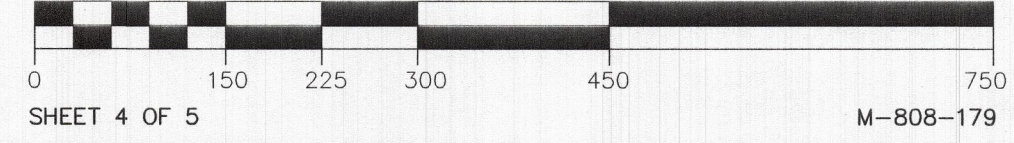
RIVER'S EDGE AREA TABLE		
PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
LOTS 1 - 12	2.68 ACRES	2.55 ACRES
COMMON LAND	9.68 ACRES	9.25 ACRES
TOTAL	12.36 ACRES TO CENTERLINE	11.80 ACRES TO SIDELINE

"THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF SUBDIVISION APPROVAL BY THE STOWE DRB PER THE SUBDIVISION REGULATIONS OF THE TOWN OF STOWE. THE TERMS AND CONDITIONS OF THE APPROVAL AND THE RELATED INFORMATION IS ON FILE IN THE STOWE PLANNING AND ZONING OFFICE."
"THE LANDS DESIGNATED AS OPEN SPACE ON THIS PLAT SHALL REMAIN IN OPEN SPACE. THE OPEN SPACE SHALL RUN WITH THE LAND AND SHALL APPLY TO FUTURE CONVEYANCES OF ALL OR PARTS OF THE HEREIN OPEN SPACE, UNLESS OTHERWISE SPECIFICALLY APPROVED BY THE DRB."

APPROVED BY: _____ DATE: _____
STOWE DEVELOPMENT REVIEW BOARD



SUBDIVISION AND BOUNDARY LINE ADJUSTMENT
FOR
RIVER'S EDGE PUD
OWNERS: DANA T. PERCY, JR., & PETER E. PERCY
WEEKS HILL ROAD AND CAPE COD ROAD
STOWE, VERMONT
AUGUST 2024
BY GRENIER ENGINEERING, P.C.
P.O. BOX 445 - WATERBURY, VERMONT 05676
SCALE: 1" = 150'



I CERTIFY THAT THIS SURVEY CONFORMS TO PERTINENT LAND RECORDS AS CONFIRMED OR MODIFIED BY EVIDENCE FOUND ON THE GROUND AND IS CONSISTENT WITH SUCH (EXCEPT WHERE NOTED) AND WAS PERFORMED AS REQUESTED BY DANA PERCY AND AS NOTED ABOVE. THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403 AND 26 VSA 2596.

ORIGINAL INK DRAWING ON MYLAR BY GRENIER ENGINEERING, P.C. WATERBURY, VERMONT

MONUMENT TABLE

Table with columns: POINT, TYPE, SIZE (INCHES), REVEAL (INCHES), SURVEYOR CAP, REMARKS. Contains 50 numbered rows of monument data.

*SOME OF THESE POINTS WILL BE MARKED WITH MONUMENTS AFTER CONSTRUCTION IS SUBSTANTIALLY COMPLETE AND A NEW MONUMENT TABLE WILL BE RECORDED WITH UPDATED SURVEY AT THAT TIME.

REFERENCE MAPS (STOWE LAND RECORDS)

- 1) CHARLES C. SAVAGE TO CLATER CORPORATION - FILED JULY 30, 1963 SURVEYED BY PAUL BIGELOW AND C.R. CARLSON AND RECORDED IN MAP BOOK A PAGE 60 (SLIDE 30B).
2) SKI LAG PROPERTY - STOWE, VT - JULY 1991 BY GLENN TOWNE AND RECORDED IN MAP BOOK B PAGE 131 (SLIDE 678A).
3) NEIFOSH TO PERINI & MURPHY - FILED SEPT. 25, 1969 BY URIE & MORSE AND RECORDED IN BOOK D PAGE 37 (SLIDE 140A).
4) SURVEY OF PORTION OF THE JOHN W. HILL AND LINA E. DICKENSON LAND BEING CONVEYED TO PETER A. CROMBIE, JR., JOHN J. ELFLEIN AND DUDLEY B. GATES - STOWE, VERMONT OCTOBER 1971 BY J. PHILLIP RICH AND RECORDED IN MAP BOOK 2 PAGE 28 (SLIDE 804A).
5) CAPE COD ASSOCIATES - STOWE, VT - AUGUST 1994 BY GLENN TOWNE AND RECORDED IN MAP BOOK 10 PAGE 44 (SLIDE 760B).
6) RILEY & WILHELM PROPERTIES - STOWE, VERMONT BY G & S SURVEYORS, INC., AND RECORDED IN MAP BOOK 4 PAGE 28 (SLIDE 415B).
7) STEVEN RILEY PROPERTY - PROPOSED SUBDIVISION STOWE, VERMONT BY NEWTOWN SURVEYORS, MAY 15, 1979 AND RECORDED IN MAP BOOK 3 PAGE 55 (SLIDE 298A).
8) DALE PERCY TO DANA PERCY SR., - STOWE, VT APRIL 1983 BY GLENN TOWNE AND RECORDED IN MAP BOOK 4 PAGE 55 (SLIDE 429A).
9) DALE PERCY, INC., - STOWE, VT - APRIL 1989 BY GLENN TOWNE - PROJECT T-808-16B (NOT RECORDED).
10) PORTION OF PROPERTY OF LOUISE SPRINGER-MILLER - FILED OCTOBER 9, 1968 BY WALTER URIE AND RECORDED IN MAP BOOK D PAGE 6 (SLIDE 124B).
11) TOWN & COUNTRY CLUB, INC., FROM SPRINGER-MILLER FILED JUNE 7, 1963 BY C.R. CARLSON AND RECORDED IN MAP BOOK B PAGE 30 (SLIDE 852B).
12) GLM CORPORATION - TOWN & COUNTRY RESORT - 880 MOUNTAIN ROAD - STOWE, VERMONT - FEB. 7, 2007 BY DAVID PEATMAN AND RECORDED IN MAP BOOK 17 PAGE 32 (SLIDE 1043D).
13) ALFRED LEIKERT - STOWE, VT - SEPT. 1990 BY GLENN TOWNE AND RECORDED IN MAP BOOK 9 PAGE 32 (SLIDE 697B).
14) GREY FOX INN - 990 MOUNTAIN ROAD - JAN. 6, 2004 BY LARRY YOUNG OF SUMMIT ENGINEERING, INC., AND RECORDED IN MAP BOOK 14 PAGE 70 (SLIDE 956A).
15) JEAN U. SAUTER & MARGARET U. CLARKE TO R. EDWIN JACOBSEN - STOWE, VERMONT - REVISED 1980 BY KELLER AND LOWE, INC. AND RECORDED IN MAP BOOK 3 PAGE 80 (SLIDE 310B).
16) DALE PERCY SUBDIVISION - STOWE, VT - APRIL 1987 BY GLENN TOWNE AND RECORDED IN MAP BOOK 6 PAGE 6 (SLIDE 550B).
17) LAND OF STOWE COUNTRY CLUB CORPORATION - CAPE COD ROAD STOWE, VERMONT FILED NOVEMBER 10, 1994 BY LITTLE RIVER SURVEY COMPANY AND RECORDED IN MAP BOOK 10 PAGE 52 (SLIDE 764B).

SURVEY NOTES

TOTAL STATION PERIMETER SURVEY AND LOCATION OF IMPROVEMENTS FROM MEASUREMENTS MADE BY DANIEL MULLIGAN AND JACOB DERRY IN JULY AND AUGUST 2019. EXISTING RIVER BED EDGES WERE TAKEN FROM AERIAL PHOTOGRAPHY. MISSING MONUMENTS WERE REPLACED BY DANIEL MULLIGAN AND JACOB DERRY IN AUGUST 2019.
BEARINGS ARE BASED UPON GPS DERIVED VERMONT GRID NORTH - NAD 83 (CORS) SPC (4400 VT) OBSERVED ON SITE JANUARY 6, 2020.
BEARINGS ARE ACCURATE TO THE NEAREST 15" OF ARC, BUT ARE DISPLAYED TO THE NEAREST SECOND OF ARC FOR MATHEMATICAL PURPOSES ONLY.

DISTANCES ARE ACCURATE TO THE NEAREST 0.06±, BUT ARE DISPLAYED TO THE NEAREST HUNDREDTH OF A FOOT FOR MATHEMATICAL PURPOSES ONLY.
VARIATIONS IN BEARINGS AND DISTANCES RELATIVE TO THE NOTED REFERENCE SURVEY MAPS ARE DUE TO A REFINEMENT IN SURVEY METHOD AND/OR A DIFFERENT BASIS OF BEARINGS.
CALCULATIONS AND DEED RESEARCH BY DANIEL MULLIGAN.
DRAFTING BY TERESA MERRILL.
THE BOUNDARIES IN COMMON WITH KOCISKO HOLDINGS, LLC., (GREY FOX INN) AND HOWARD & HOWARD, INC., FOLLOW OLD WIRE FENCE REMNANTS ALONG TOP OF BANK WITH VERY LITTLE EVIDENCE REMAINING, AND THE LINES ARE DEPICTED HEREON USING INFORMATION FOUND ON PRIOR SURVEYS (REFERENCE MAPS 2, 3, 13 & 14)

THE BOUNDARY IN COMMON WITH 876 MOUNTAIN ROAD FOLLOW THE CENTER LINE OF THE RIVER. A PORTION OF THE BOUNDARY WITH 782 MOUNTAIN ROAD WEST OF POINT 30 FOLLOW THE CENTER LINE OF THE RIVER, WHILE THE PORTION EAST OF POINT 30 IS A STRAIGHT LINE FROM POINT 30 TO POINT 29 TO POINT 28. PERCY HAS GRAVEL RIGHTS SOUTH WEST OF THE RIVER CENTER LINE TO THE 1959 SOUTHWEST RIVER BANK ON PARCELS OF 876 MOUNTAIN ROAD AND 782 MOUNTAIN ROAD AND THE LIMITS ARE DEFINED BY A LINE BETWEEN POINT 32 TO 33 TO 37 TO 40 TO 42 AS CALCULATED FROM INFORMATION FOUND ON REFERENCE MAP 9 AND AS DESCRIBED IN BOOK 50 PAGE 449.

PERCY HAS A RIGHT OF WAY FROM MOUNTAIN ROAD OVER TOWNE FARM LANE TO JESRYAL, LLC (156 TOWNE FARM LANE). SEE BOOK 56 PAGES 262-263 AND REFERENCE MAP 1).

PERCY HAS A RIGHT OF WAY OVER JESRYAL, LLC., FROM TOWNE FARM LANE TO THE NORTHERLY LINE IN COMMON. SEE BOOK 60 PAGE 233 (NO WIDTH GIVEN).

PERCY HAS RIGHTS TO REMOVE GRAVEL ON JESRYAL, LLC. LOT NO CLOSER THAN 100 FEET FROM THE HOUSE. SEE BOOK 60 PAGE 223.

TITLE SOURCES (STOWE LAND RECORDS)

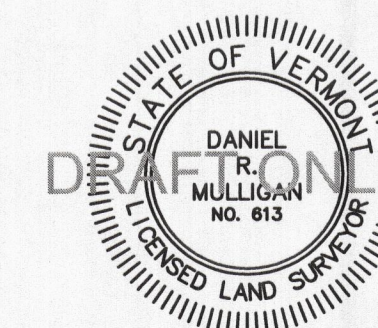
- 1) DALE E. PERCY TO PETER E. PERCY BY WARRANTY DEED DATED NOVEMBER 20, 1995 AND RECORDED IN BOOK 307 PAGES 322-323 (1/2 INT IN MURPHY, SAVAGE AND RILEY PARCELS).
2) DALE E. PERCY TO DANA T. PERCY, JR., BY WARRANTY DEED DATED OCTOBER 25, 1995 AND RECORDED IN BOOK 307 PAGES 324-325 (DANA 1/2 INT IN CAPE COD 5.15 ACRES).
3) DALE E. PERCY TO DANA T. PERCY, JR., AND PETER E. PERCY BY WARRANTY DEED DATED FEBRUARY 16, 1995 AND RECORDED IN BOOK 307 PAGES 326-327 (14.3 ACRES OFFICE).
4) CAPE COD ASSOCIATES TO DALE E. PERCY AND PETER E. PERCY BY WARRANTY DEED DATED SEPTEMBER 23, 1994 AND RECORDED IN BOOK 287 PAGES 255-257 (PETER 1/2 INT IN CAPE COD 5.15 ACRES).
5) DALE E. PERCY TO DANA T. PERCY, JR., BY WARRANTY DEED DATED APRIL 18, 1991 AND RECORDED IN BOOK 218 PAGES 345-346 (DANA 1/2 INT IN MURPHY AND SAVAGE).
6) STEVEN N. RILEY AND NELSON S. RILEY, III TO DALE E. PERCY AND DANA T. PERCY JR., BY WARRANTY DEED DATED MAY 24, 1989 AND RECORDED IN BOOK 187 PAGES 191-192 (DANA 1/2 INT IN RILEY).

PERMITS

- 1) TOWN OF STOWE DEVELOPMENT REVIEW BOARD PRELIMINARY FINDINGS OF FACT AND CONCLUSIONS OF LAW - PROJECT 7236 DATED NOVEMBER 21, 2023 AND NOTICE OF DRB DECISION RECORDED IN BOOK 1213 PAGE 137 OF THE TOWN OF STOWE LAND RECORDS.
2) STATE OF VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION STORMWATER DISCHARGE PERMIT 9627-9050 DATED JANUARY 18, 2024.

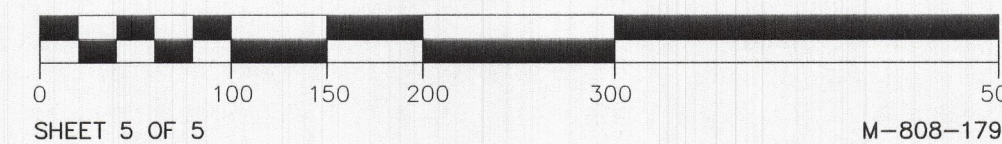
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APPROVED BY: _____ DATE: _____
STOWE DEVELOPMENT REVIEW BOARD

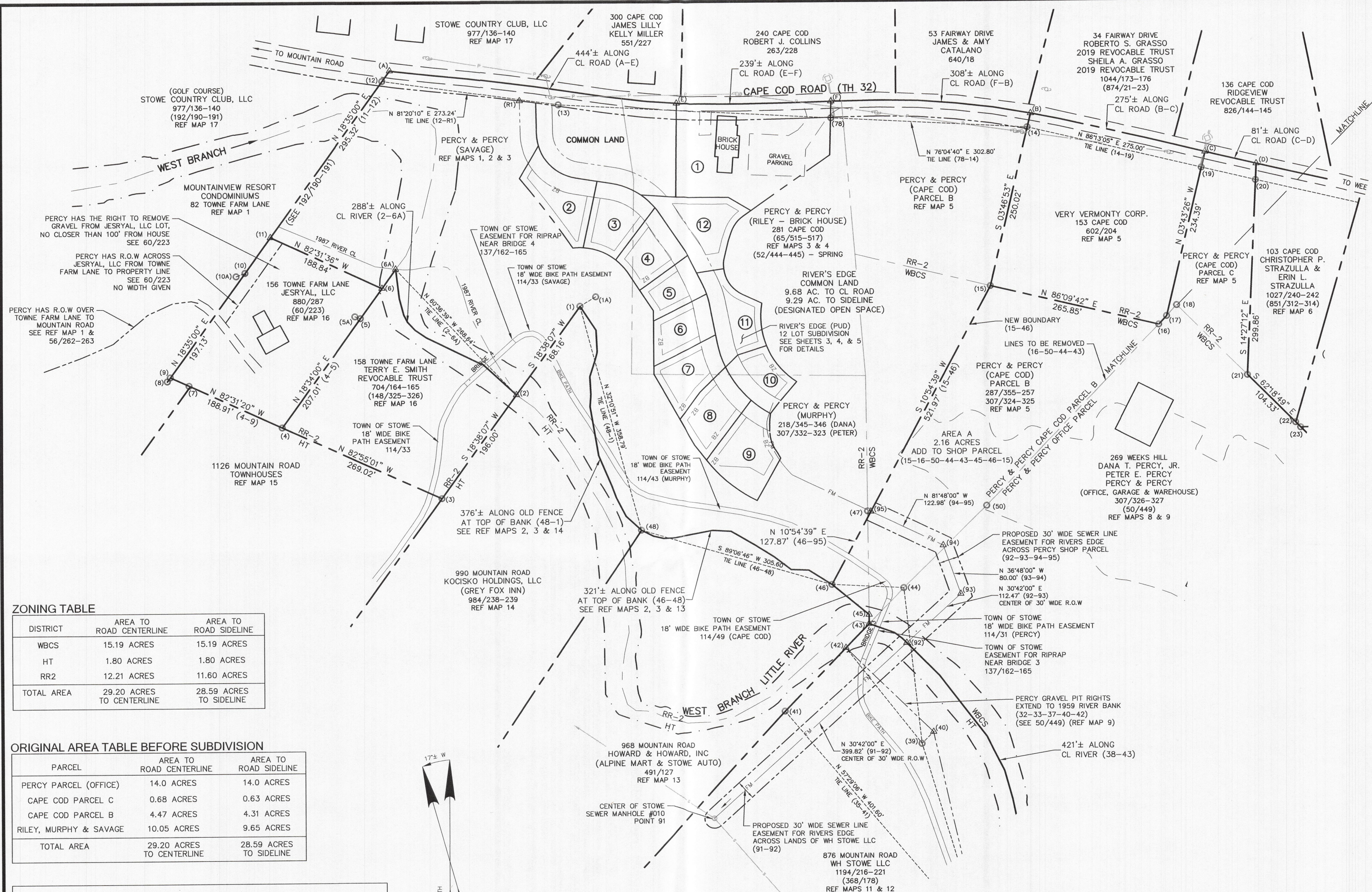


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SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR RIVER'S EDGE PUD OWNERS: DANA T. PERCY, JR., & PETER E. PERCY WEEKS HILL ROAD AND CAPE COD ROAD STOWE, VERMONT AUGUST 2024 BY GRENIER ENGINEERING, P.C. P.O. BOX 445 - WATERBURY, VERMONT 05676 SCALE: 1" = 100'



ORIGINAL INK DRAWING ON MYLAR BY GRENIER ENGINEERING, P.C. WATERBURY, VERMONT



ZONING TABLE

DISTRICT	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
WBCS	15.19 ACRES	15.19 ACRES
HT	1.80 ACRES	1.80 ACRES
RR2	12.21 ACRES	11.60 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

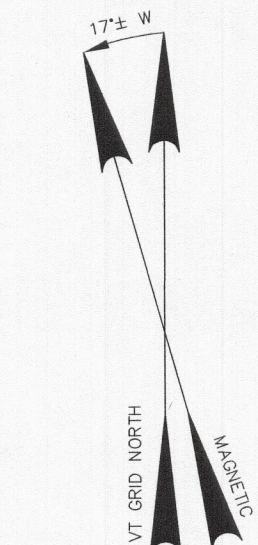
ORIGINAL AREA TABLE BEFORE SUBDIVISION

PARCEL	AREA TO ROAD CENTERLINE	AREA TO ROAD SIDELINE
PERCY PARCEL (OFFICE)	14.0 ACRES	14.0 ACRES
CAPE COD PARCEL C	0.68 ACRES	0.63 ACRES
CAPE COD PARCEL B	4.47 ACRES	4.31 ACRES
RILEY, MURPHY & SAVAGE	10.05 ACRES	9.65 ACRES
TOTAL AREA	29.20 ACRES TO CENTERLINE	28.59 ACRES TO SIDELINE

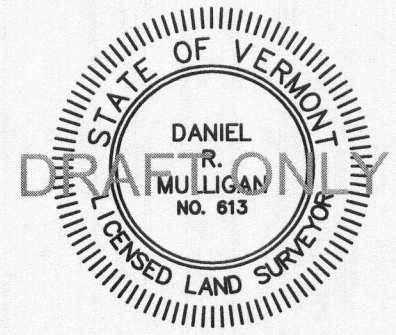
LEGEND

- (1) = MONUMENT W/POINT NUMBER (SEE MONUMENT TABLE)
- △(4) = UNMONUMENTED POINT
- = CATCH BASIN
- = PROPERTY LINE
- - - = FORMER PROPERTY LINE
- · - · = R.O.W./EASEMENT LINE
- · - · - · = TOP OF BANK LINE
- · - · - · - · = EDGE OF RIVER
- · - · - · - · - · = CENTER LINE OF RIVER
- · - · - · - · - · - · = EDGE OF ROAD/DRIVE
- · - · - · - · - · - · - · = EX. SEWER LINE w/MANHOLE
- · - · - · - · - · - · - · - · = PRO. SEWER FORCEMAIN
- · - · - · - · - · - · - · - · - · = SURVEY TIE LINE
- · - · - · - · - · - · - · - · - · - · = BUILDING ZONE
- · - · - · - · - · - · - · - · - · - · - · = OVERHEAD UTILITY LINE w/POLE
- · - · - · - · - · - · - · - · - · - · - · - · = BOOK/PAGE STOWE LAND RECORDS
- · - · - · - · - · - · - · - · - · - · - · - · - · = KEY DEED BOOK/PAGE STOWE LAND RECORDS
- · - · - · - · - · - · - · - · - · - · - · - · - · - · = STOWE ZONING DISTRICT

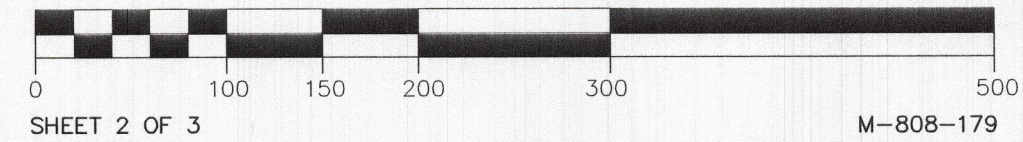
307/326 (50/499)
RR-2, WBCS, HT



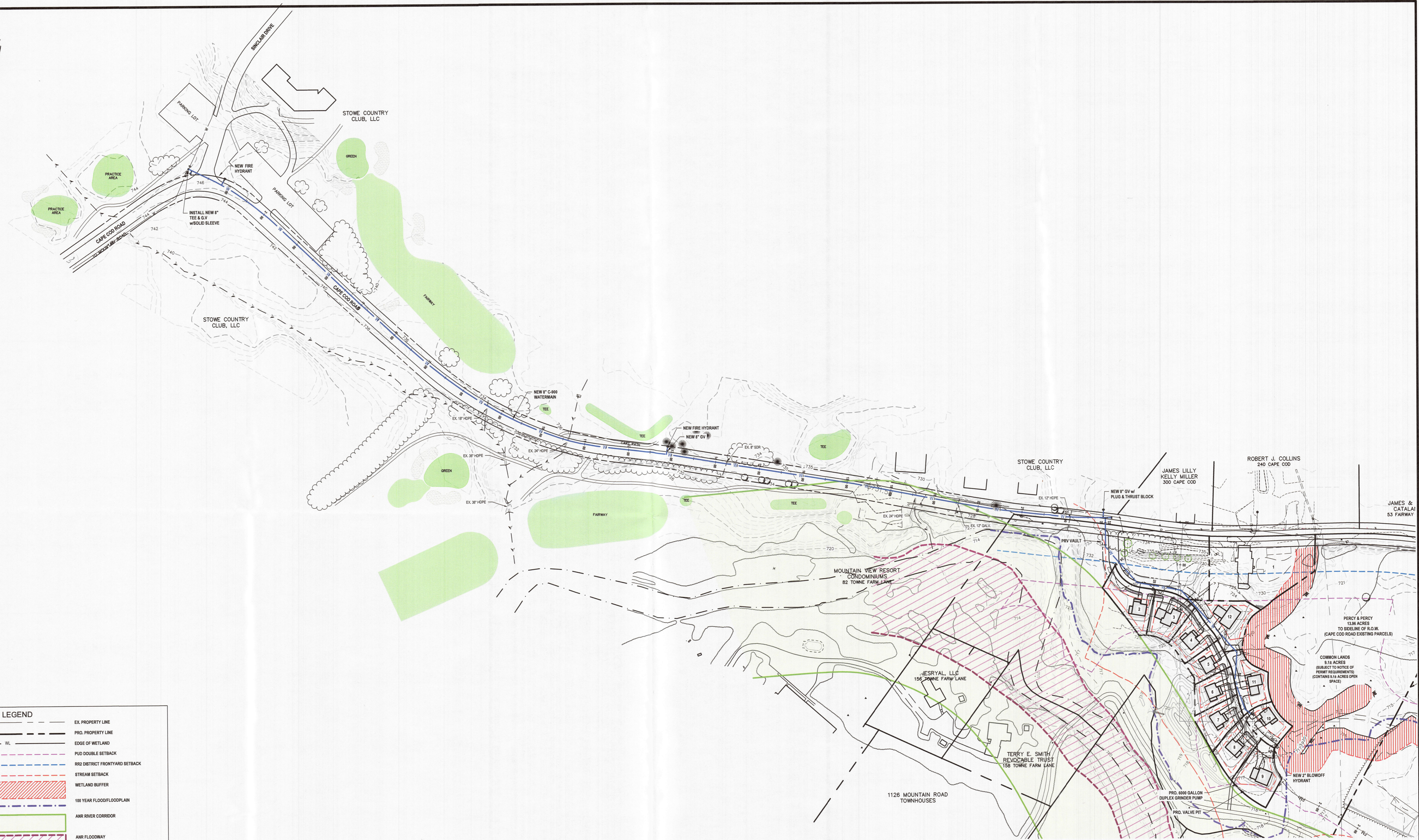
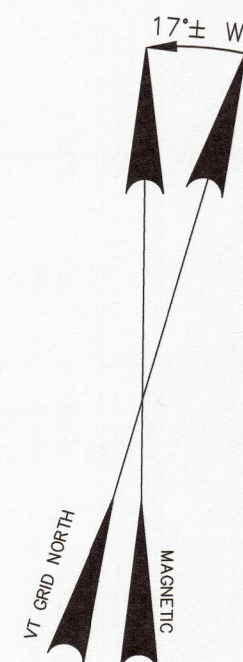
"THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF SUBDIVISION APPROVAL BY THE STOWE DRB PER THE SUBDIVISION REGULATIONS OF THE TOWN OF STOWE. THE TERMS AND CONDITIONS OF THE APPROVAL AND THE RELATED INFORMATION IS ON FILE IN THE STOWE PLANNING AND ZONING OFFICE."
 "THE LANDS DESIGNATED AS OPEN SPACE ON THIS PLAT SHALL REMAIN IN OPEN SPACE. THE OPEN SPACE SHALL RUN WITH THE LAND AND SHALL APPLY TO FUTURE CONVEYANCES OF ALL OR PARTS OF THE HEREIN OPEN SPACE, UNLESS OTHERWISE SPECIFICALLY APPROVED BY THE DRB."
 APPROVED BY: _____ DATE: _____
 STOWE DEVELOPMENT REVIEW BOARD



SUBDIVISION AND BOUNDARY LINE ADJUSTMENT FOR RIVER'S EDGE PUD
 OWNERS: DANA T. PERCY, JR., & PETER E. PERCY
 WEEKS HILL ROAD AND CAPE COD ROAD
 STOWE, VERMONT
 AUGUST 2024
 BY GRENIER ENGINEERING, P.C.
 P.O. BOX 445 - WATERBURY, VERMONT 05676
 SCALE: 1" = 100'



I CERTIFY THAT THIS SURVEY CONFORMS TO PERTINENT LAND RECORDS AS CONFIRMED OR MODIFIED BY EVIDENCE FOUND ON THE GROUND AND IS CONSISTENT WITH SUCH (EXCEPT WHERE NOTED) AND WAS PERFORMED AS REQUESTED BY DANA PERCY AND AS NOTED ABOVE. THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403 AND 26 VSA 2596.



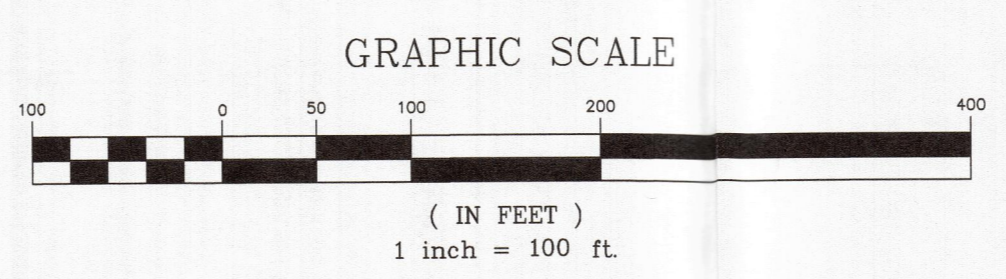
LEGEND

	EX. PROPERTY LINE
	PRO. PROPERTY LINE
	EDGE OF WETLAND
	PUD DOUBLE SETBACK
	RR2 DISTRICT FRONTYARD SETBACK
	STREAM SETBACK
	WETLAND BUFFER
	100 YEAR FLOOD/FLOODPLAIN
	ANR RIVER CORRIDOR
	ANR FLOODWAY

NOTE
 EXISTING BASE DRAWING & TOPOGRAPHICAL FEATURES PROVIDED BY OTHERS AND WERE NOT SURVEYED/FIELD VERIFIED BY THIS OFFICE. LIDAR CONTOURS TAKEN FROM THE VERMONT CENTER FOR GEOGRAPHIC INFORMATION (VCGI).

ZONING TABLE

ZONING DISTRICT: RR2	FRONTYARD SETBACK: 60'
	SIDEYARD SETBACK: 50'
	REARYARD SETBACK: 50'
ZONING DISTRICT: WBCS	FRONTYARD SETBACK: 60'
	SIDEYARD SETBACK: 35'
	REARYARD SETBACK: 35'



NOTE: ORIGINAL PLAN 24" x 36". OTHER SIZES NOT TO SCALE

NOT FOR CONSTRUCTION

CAPE COD ROAD OVERALL WATER LINE PLAN
 RIVER'S EDGE - OWNER: PERCY & PERCY
 CAPE COD ROAD STOWE

	GRENIER ENGINEERING, PC 155 DEMERITT PLACE #2	P.O. Box 445 Waterbury, VT 05676	Date: 7.21.23
		TEL (802) 244-6413	Scale: 1" = 100'
		FAX (802) 244-1572	Designed: JDG
		grenierengineering.com	Drawn: TJM
		PRO. 6000 GALLON DUPLEX GRINDER PUMP	Checked: JDG
		PRO. VALVE PIT	Sheet No: C-1