



BIG HOLLOW RD

TH-5

Cemetery

Common Land

Meadows Edge, Pvt

FC

30AcS

02

CONT'D

05-01-008

05-01-019

05-01-022

CONT'D

05-01-031

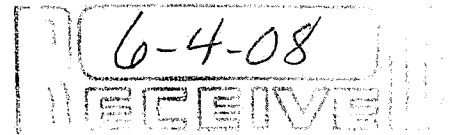
DRIVEWAY / ACCESSIBILITY PERMIT

TOWN OF STARKSBORO

P.O. BOX 91

Starksboro, Vermont 05487

802-453-2639



APPLICATION DATE 6 / 4 / 2008
APPLICANT'S NAME Arthur + Susan Yandow
MAILING ADDRESS P.O. B. 1144
City / Town Williston State VT Zip Code 05495
DAY TIME PHONE # 802-878-6368 EVENING 802-878-6368
RD. NAME WHERE WORK WILL BE LOCATED "Bigelow Rd"

- *Location must be pre marked
- *You must attach a sketch
- *Driveways are subject to Vt Title 19 Section 1111 and any Town Plan or Zoning Regulations in effect at the time of application, along with Standard A-76 and B-71.
- *Road Foreman must be notified before construction
- *Warning signs and flag people must be supplied where needed
- *Driveway must not drain run-off water onto town roads
- *Work must be completed within four months of enacted date
- *Power lines must be buried 4 feet deep and in a sleeve with electric caution tape 2 foot deep. All right of way work must be compacted in one-foot lifts.
- *Work is subject to final inspection by Road Foreman

Applicant's Signature Arthur A. Yandow

OFFICE USE ONLY

Road Foreman's Recommendations _____ Approved by Tom Eddy

Is a culvert needed? ☒ Yes / No _____ Size Length 30 ft Diameter 24 inches
Final Inspection by Road Foreman _____ Date / /
Approved _____ Disapproved _____ Corrective action needed _____

ENACTED THIS _____ DAY OF _____ / _____ AT STARKSBORO, VT.

Peter M...
John A. Senetky
Susan Yandow
SELECTBOARD

March 31, 2008

Arthur and Susan Yandow
P.O. Box 1146
Williston, VT 05495

RE: Development Review Board Decision on application #06-140-SD(08-A1), amending #06-140-SD, on parcel # B391N10

Dear Mr. and Mrs. Yandow,

This letter and the attachments will serve to formally notify you of the Starksboro Development Review Board's (DRB) decision on application ***#06-140-SD(08-A1)***, dated March 27, 2008. I am pleased to notify you for the reasons outlined in the enclosed decision that the DRB approved your request with conditions. Please be advised that this written notice is the formal notice of the Board's decision under 24 VSA Section 4464. The Statutory 30-day appeal period initiates with the date of this letter. It is important that you review the decision and operate within the context of the approved permit decisions. Additionally, 24 VSA § 4463(b) limits the Board's decision to 180 days at which time the approval expires "unless, within that 180 day period, that plat shall have been duly filed or recorded in the office of the clerk of the municipality". I will expect to receive from you a recordable survey plat of your subdivision as approved by the DRB within 180 days from the date of this letter. At that time the plat will be reviewed for compliance by 2-members of the DRB and then recorded. You are responsible for the recording fee for both the plat and the DRB 4-page decision.

Please be advised that the Board's decision will be filed in the Town's Land Records and the decision now runs with the title to the property. If you wish to make any further changes in the Board's approval you will need to submit an application to the Development Review Board requesting an amendment prior to any development activities on the property. The Board's approval authorizes the requested subdivision of parcel # B391N10. *You must not begin any further land development activities without an approved Zoning Permit.*

APPEAL RIGHTS:

Please be advised, any interested person under 24 VSA § 4465(b), has the right to appeal in writing the Board's decision under 24 VSA § 4471 to the Environmental Court (see 24 VSA Section 4471 and V.R.C.P. 76 for the specific procedure). If any interested person does wish to appeal the Board's decision please be advised there is a 30 day period during which they have to file the appeal, and please also note the statutes (in 24 VSA § 4472) offer this appeal process as the exclusive remedy of an interested person to appeal any decision or act taken, or any failure to act, under 24 VSA Chapter 117. If you fail to appeal this decision within the appeal period, (by April 30, 2008) your right to challenge this decision at some future time may be lost. You will be bound by the decision, per 24 VSA § 4472(d). As of September 1, 2005, all permit approvals must be posted so that they may be seen from the public Right-of-Way until the appeal period is over (April 30, 2008). Please make sure that the enclosed "notice" is posted so it may be seen from the public Right-of-Way.

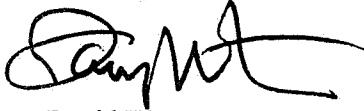
I hope you are pleased with the Board's decision and that the above information is helpful.

Town of Starksboro

David Wetmore, Zoning Administrator
starksborozoning@gmavt.net

Please feel free to call me with any questions. I can best be reached Monday, Wednesday and Thursday at 453-2639. At other times you can call the same number and leave a message with Cheryl and she will let me know you are trying to reach me. I will return your call as soon as possible.

Sincerely,



David Wetmore
Zoning Administrator

Cc: Tom Perry, Marc Kessler, Starksboro Lister's; Posted in the Town Office; Zoning Administrator's files; Filed in the Land Records;

Enclosures: Copy of decision #06-140-SD(08-A1). Approved minutes from any hearings will be provided upon request.

Findings and Decision**In re: Arthur and Susan Yandow, "Meadows Edge" parcel # B391N10****Application Number #06-140-SD(08-A1) Subdivision Review, an amendment to subdivision approval #06-140-SD, dated July 12, 2007****INTRODUCTION AND PROCEDURAL HISTORY**

1. This proceeding involves review of an application to amend a previously approved subdivision of land submitted by Arthur and Susan Yandow for subdivision approval under the Town of Starksboro Subdivision Regulations dated April 1993, section 2.3 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).
2. The application and plat were received by David Wetmore, ZA on January 9, 2008. A copy of the application and plat are available at the Starksboro Town Office.
3. On January 10, 2008, official notice of a public hearing to amend the final plat approved in application #06-140-SD was published in the Addison Independent.
4. On January 10, 2008, official notice of a public hearing to amend the final plat approved in application #06-140-SD was posted at the following places:
 - a. The municipal clerk's office.
 - b. On parcel # B391N10 which is within view of Big Hollow Road, the public-right-of way most nearly adjacent to the property for which the application was made.
 - c. Starksboro Public Library
 - d. Notice Board at the Starksboro Post Office parking lot.
5. On January 14, 2008, a copy of the notice of a public hearing was mailed to the applicant. On January 11, 2008, a copy of the notice of public hearing was mailed by the applicant to the attached list of owners of properties adjoining the property subject to the application. Evidence of notification was submitted by the applicants and entered by the Development Review Board (DRB) as exhibit #2.
6. The application and plat were considered by the Development Review Board at a public hearing on January 31, 2008. At that time the hearing was recessed and continued on March 13, 2008 and March 27, 2008. The final public hearing was held on March 27, 2008. The DRB reviewed the application and plat under the Town of Starksboro Subdivision Regulations dated April 1993 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).
7. Present at the hearings were the following members of the DRB and public.

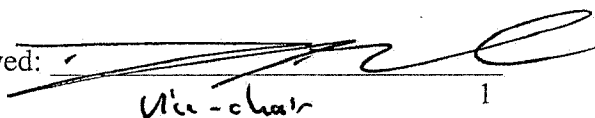
DRB: Elizabeth Choiniere, Norm Cota, Dennis Casey, Arnell Paquette, Jane Clifford, Dan Baker and Hugh Johnson.

Applicant and Others: Art and Susan Yandow, applicants, David Gauthier, Tom Perry, Marc Kessler and David Wetmore, ZA
8. At the outset of the hearing, the DRB chair Elizabeth Choiniere afforded those persons wishing to achieve status as an interested person an opportunity under 24 V.S.A. § 4465(b) to demonstrate that the criteria set forth in that statute could be met. A record of the name and address of persons wishing status as an interested person, a summary of their evidence with regard to the criteria, and a record of their participation at the hearing is attached hereto.
9. During the course of the hearing the following exhibits were submitted to the DRB. These exhibits are available at the Starksboro Town Office.
 - Exhibit #1: Application, written request and amended lot #5 location, 1/31/08
 - Exhibit #2: Proof of adjoining notification, 1/31/08
 - Exhibit #3: Driveway/Accessibility Permit, 1/31/08
 - Exhibit #4: Information regarding Corp of Engineer permit and Storm water permit, Letter from Marsha Thompson, revised plat plan for relocated lot #5, revised covenants, and written narrative. This is information requested in a recess memo dated 2/4/2008, and submitted on 3/13/2008.

FINDINGS of FACT

Based on the application, testimony, exhibits, and other evidence the DRB makes the following findings:

Approved: _____


vice-chair

Date: _____

3/27/08

Findings and Decision

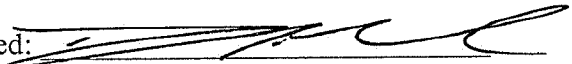
1. The applicant seeks a permit to amend DRB decision 06-140-SD dated 7/12/2007. The subject property is a 25.58 acre parcel located at the intersection of Big Hollow Road and Shaker Hill Road in the Town of Starksboro, parcel # B391N10. The property is more fully described in a Warranty Deed from Ida Brace to Arthur and Susan Yandow, recorded in Book 84, Page 150, of the Town of Starksboro Land Records.
2. The property is located in the Low Density Residential and Commercial District as described on the Starksboro Land Use Zoning Map on record at the Town.
3. Subdivision approval is requested for the project pursuant to review under the Town of Starksboro Subdivision Regulations dated April 1993, section 2.3 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).

Review of PRD criteria, section 4.11 of the Zoning Bylaw

4. All previously approved conditions outlined in DRB decision #06-140-SD, dated 7/12/07, shall apply to any approval granted herein unless specifically stated in this decision.
- 4a. This amendment request is based on an agreement between the Yandow's and adjoining neighbors in an effort to resolve the existing appeal before the VT Environmental Court.
5. The applicants are requesting to move previously approved location of lot #5 to a site in the northwest corner of the parcel as shown on exhibit #4. Relocated lot #5 would be served by a separate road cut as approved in driveway access permit, exhibit #3. Lot 5 will be 2.93 acres. This is an increase from 1.33 acres as approved in 06-140-SD. Lot #5 would be served by the approved common wastewater system. All utilities would be buried underground. The relocation of lot 5 does not negatively impact agricultural soils.
6. The site of the former location of lot #5 would remain undisturbed, and would become part of the proposed "community area" (setaside acres). Relocating lot #5 will keep the "community area" (18.32 acres) contiguous and will not be fragmented as currently approved in 06-140-SD. These acres will continue to be development restricted.
7. Lots 1-4 will remain clustered. There is no change proposed to their configuration. Applicants have not requested a density bonus. Testimony by Yandow and Mr. Perry state that Starksboro's zoning criteria for a PRD are very broad and flexible and that the Yandow amendment complies with the PRD criteria.

Review of section 2.3, "Major Subdivision" and section 3.2 "General Standards" of the Starksboro Subdivision Regulations.**Section 2.3**

- 2.3.1.1: All information presented in 06-140-SD and exhibits presented 1/31/08 and 3/13/08 are incorporated into this record.
- 2.3.1.2: Water supply- No change- Single family homes will continue to be served by individual private drilled wells.
- 2.3.1.3: Sewage Disposal- A revised State waste water permit has been submitted and is identified as WW-9-0978-1. Relocated lot 5 will be served by the common waste water system as previously approved under State permit WW-9-0978. Waste water permit identifies that the community system will serve five 3-bedroom single family homes. Further monitoring of groundwater is not required per letter from Marcia Thompson dated 7/31/07, (exhibit 4). Tom Perry, speaking for the appellants, supports the relocated lot 5.
- 2.3.1.4: Grading plans- All excavation and site work will comply with the "VT Handbook for Soil Erosion and Sediment Control". Relocating lot 5 will result in additional soil disturbance, including the excavation of buried utilities and waste water lines. Relocating lot 5 will not interfere with the curtain drain function or maintenance. No change is proposed to the grading plans for lots 1-4.
- 2.3.1.5: Stormwater- Applicant testified that a stormwater discharge permit is not required because project does not reach threshold of 1 acre impervious soils (testimony of Yandows). Relocating lot 5 to the proposed location reduces significantly the wetland impact of presently located lot 5 (9000 square feet to 1700 square feet) during construction. There is no impact to wetland after construction with relocated lot 5.
- 2.3.1.6: ROW, Roads, etc.- No change proposed to private road for lots 1-4. Lot 5 will require a new road cut onto Big Hollow Road, exhibit #3. Mr. Yandow requests that the relocated lot #5 building envelope be increased slightly. Lot #5 will not share in the maintenance of the private road and the driveway to serve lot 5 will comply with Starksboro regulations..
- 2.3.1.7: Traffic- No change is anticipated in volume, however, 1 additional road cut is required.
- 2.3.1.8: Education- No change as Applicants propose to develop 3-lots the first year and 2-lots the second year. Letter from Dan Noel suggests the School has the capacity.

Approved: Date: 3/27/08

Findings and Decision

2.3.1.9: Landscaping- Relocated lot 5 may result in the need for additional landscaping along Big Hollow to minimize visual impacts. Applicants testified that they will comply with condition 7d in 06-140-SD if existing buffer is not adequate. Proposed driveway and building envelop for relocated lot 5 are offset reducing line of site impacts from Big Hollow Road. All lighting will be down shielded and will comply with condition #20 of decision 06-140-SD.

2.3.1.10: Setaside- Land use, management and access is outlined in the Declaration of Covenants, Conditions, Rights and Restrictions (exhibit 4, revised covenants). Said document identifies that each lot shall have a 1/5 easement interest in the community area and will be governed by an Association.

2.3.1.11: Proposed covenants- Applicant has submitted revised Declaration of Covenants, Conditions, Rights and Restrictions (exhibit 4, revised covenants). Covenants will be amended to remove lot 5 from private road maintenance. Yandows testified that only paragraph #20 of covenants has changed.

2.3.1.12: Homeowners association- Applicant has submitted revised Declaration of Covenants, Conditions, Rights and Restrictions (exhibit 4, revised covenants).

2.3.1.13: No testimony received regarding location of temporary markers and DRB did not request.

2.1.3.14: No additional information was requested by DRB.

Section 3.2

3.2.1.1: "Character of Land"- No change except that relocating lot #5 reduces impacts to existing wetlands and visual impacts from Shaker Hill Road. Buffer of trees along Shaker Hill Road will not be disturbed. The Starksboro Zoning Bylaws identify the LDRC district as a multiple use district, with the highest priority for residential use.

3.2.1.2: "Preservation of existing features"- Setaside acres are reduced but balanced by the fact that the development restricted acres are now contiguous. Relocating lot #5 will require minimal site clearing (tree removal). Additionally, relocating lot 5 will reduce impacts to existing wetlands.

3.2.1.3: "Recreational open space"- No change, exhibit #4 being the Declaration of Covenants, Conditions, Rights and Restrictions outline the use and management of this area.

3.2.1.4: "Runoff and erosion"- Yandow testified that a State stormwater discharge permit is not required.

3.2.1.5: "Layout and configuration"- As proposed relocated lot 5 complies with road frontage requirements (314-feet along Big Hollow road and depth of 425-feet). Frontage compliance requires a minimum of 106-feet. Site for home is characterized as gently sloping and suitable for development. Yandow testified that locating the home site on lot 5 east of powerline will adequately protect wetland soils along Big Hollow Road. Driveway cut is located to avoid impacts to wetland.

3.2.1.6: "Municipal services and facilities"- Relocated lot 5 access shall be accessible to all fire and rescue vehicles. Driveway Access Permit has been approved by the Starksboro Selectboard and Tom Estey, Road Foreman.

3.2.1.7 "Compliance and compatibility" – No change. The entire Yandow parcel is located in the LDRC district. It is a 5 acre residential district. Development of relocated lot 5 shall comply with all provisions of a PRD in the LDRC district. The Starksboro Zoning Bylaws identify the LDRC district as a multiple use district, with the highest priority for residential use.

3.2.1.8: "Air, noise and water pollution"- Impact of wetland identified by Corps of Engineer is reduced by relocating lot 5.

CONCLUSIONS

1. The application and resulting notice and hearing process complies with VT Statute procedures.
2. As proposed, amending DRB decision 06-140-SD by relocating lot #5 complies with the broad criteria and intent of Starksboro's PRD section 4.11.
3. Relocating lot #5 as proposed complies with Starksboro Subdivision Regulations section 2.3 and 3.2.
3. There is not sufficient evidence to support enlarging the building envelope of proposed lot 5, beyond that granted to all lots in 06-140-SD. Amended lot 5 shall comply with the same conditions as outlined in DRB decision 06-140-SD except as noted below.
4. Except as specified in the above, the Findings outlined in decision 06-140-SD remain relevant and applicable to this application.
5. This amendment request 06-140-SD(08-A1) is the result of an agreement between the Yandow's and the adjoining neighbors and review for compliance by the Starksboro DRB.

Approved: _____

Date: 3/27/08

Findings and Decision**DECISION AND CONDITIONS**

Based upon these findings, conclusions and further subject to the conditions set forth below, the Starksboro Development Review Board grants application 06-140-SD(08-A1), being an amendment to decision 06-140-SD that permits the Applicants to relocate lot #5 as depicted in the exhibits. As conditioned, the proposed subdivision meets the requirements of the Town of Starksboro Subdivision Regulations dated April 1993, section 2.3 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).

The Starksboro Development Review Board approves the application and plat subject to the following conditions:

1. All conditions outlined in DRB decision 06-140-SD will continue to apply to this approval, except that relocated lot 5 will no longer be responsible to share in the maintenance of the private road established to serve lots 1-4.
2. All construction will comply with the "VT Handbook for Soil Erosion and Sediment Control".
3. The Declaration of Covenants, Conditions, Rights and Restrictions and Homeowners Association shall be incorporated as conditions of this decision. The conditions included in said document will not terminate, notwithstanding paragraph 34 and shall not expire without DRB approval. No changes to said document may be made without DRB approval.
4. Subdivision and all land development thereon shall comply with all local, state and federal regulations.
5. Driveway to lot 5 shall provide sufficient access for all fire and rescue vehicles.

The approval of the Development Review Board shall expire 180 days from the date of this decision, unless the approved plat is duly filed or recorded in the office of the municipal clerk. If the bylaws in effect allow the Zoning Administrator may extend the filing of the plat by an additional 90 days, if final local or state permits or approvals are still pending.

Dated at Starksboro Vermont, this 27 day of March, 2008.

Signed Below, Chair

NOTICE: This decision may be appealed to the Vermont Environmental Court by an interested person who participated in the proceeding(s) 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 Court Proceedings.

Approved: _____

Date: _____

3/27/08

Findings and Decision

In re: Arthur and Susan Yandow, "Meadows Edge" parcel # B391N10

Application Number #06-140-SD(08-A1) Subdivision Review, an amendment to subdivision approval #06-140-SD, dated July 12, 2007

INTRODUCTION AND PROCEDURAL HISTORY

1. This proceeding involves review of an application to amend a previously approved subdivision of land submitted by Arthur and Susan Yandow for subdivision approval under the Town of Starksboro Subdivision Regulations dated April 1993, section 2.3 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).
2. The application and plat were received by David Wetmore, ZA on January 9, 2008. A copy of the application and plat are available at the Starksboro Town Office.
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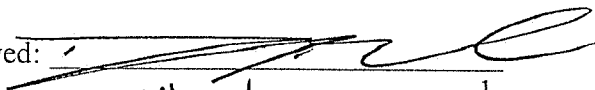
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FINDINGS of FACT

Based on the application, testimony, exhibits, and other evidence the DRB makes the following findings:

Approved: _____


DRB - chair

1

Date: 3/27/08

Findings and Decision

1. The applicant seeks a permit to amend DRB decision 06-140-SD dated 7/12/2007. The subject property is a 25.58 acre parcel located at the intersection of Big Hollow Road and Shaker Hill Road in the Town of Starksboro, parcel # B391N10. The property is more fully described in a Warranty Deed from Ida Brace to Arthur and Susan Yandow, recorded in Book 84, Page 150, of the Town of Starksboro Land Records.
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Approved: _____

Date: _____

3/27/08

Findings and Decision

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2.3.1.10: Setaside- Land use, management and access is outlined in the Declaration of Covenants, Conditions, Rights and Restrictions (exhibit 4, revised covenants). Said document identifies that each lot shall have a 1/5 easement interest in the community area and will be governed by an Association.

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3.2.1.1: "Character of Land"- No change except that relocating lot #5 reduces impacts to existing wetlands and visual impacts from Shaker Hill Road. Buffer of trees along Shaker Hill Road will not be disturbed. The Starksboro Zoning Bylaws identify the LDRC district as a multiple use district, with the highest priority for residential use.

3.2.1.2: "Preservation of existing features"- Setaside acres are reduced but balanced by the fact that the development restricted acres are now contiguous. Relocating lot #5 will require minimal site clearing (tree removal). Additionally, relocating lot 5 will reduce impacts to existing wetlands.

3.2.1.3: "Recreational open space"- No change, exhibit #4 being the Declaration of Covenants, Conditions, Rights and Restrictions outline the use and management of this area.

3.2.1.4: "Runoff and erosion"- Yandow testified that a State stormwater discharge permit is not required.

3.2.1.5: "Layout and configuration"- As proposed relocated lot 5 complies with road frontage requirements (314-feet along Big Hollow road and depth of 425-feet). Frontage compliance requires a minimum of 106-feet. Site for home is characterized as gently sloping and suitable for development. Yandow testified that locating the home site on lot 5 east of powerline will adequately protect wetland soils along Big Hollow Road. Driveway cut is located to avoid impacts to wetland.

3.2.1.6: "Municipal services and facilities"- Relocated lot 5 access shall be accessible to all fire and rescue vehicles. Driveway Access Permit has been approved by the Starksboro Selectboard and Tom Estey, Road Foreman.

3.2.1.7 "Compliance and compatibility" – No change. The entire Yandow parcel is located in the LDRC district. It is a 5 acre residential district. Development of relocated lot 5 shall comply with all provisions of a PRD in the LDRC district. The Starksboro Zoning Bylaws identify the LDRC district as a multiple use district, with the highest priority for residential use.

3.2.1.8: "Air, noise and water pollution"- Impact of wetland identified by Corps of Engineer is reduced by relocating lot 5.

CONCLUSIONS

1. The application and resulting notice and hearing process complies with VT Statute procedures.
2. As proposed, amending DRB decision 06-140-SD by relocating lot #5 complies with the broad criteria and intent of Starksboro's PRD section 4.11.
3. Relocating lot #5 as proposed complies with Starksboro Subdivision Regulations section 2.3 and 3.2.
3. There is not sufficient evidence to support enlarging the building envelope of proposed lot 5, beyond that granted to all lots in 06-140-SD. Amended lot 5 shall comply with the same conditions as outlined in DRB decision 06-140-SD except as noted below.
4. Except as specified in the above, the Findings outlined in decision 06-140-SD remain relevant and applicable to this application.
5. This amendment request 06-140-SD(08-A1) is the result of an agreement between the Yandow's and the adjoining neighbors and review for compliance by the Starksboro DRB.

Approved: _____

Date: 3/27/08

Findings and Decision**DECISION AND CONDITIONS**

Based upon these findings, conclusions and further subject to the conditions set forth below, the Starksboro Development Review Board grants application 06-140-SD(08-A1), being an amendment to decision 06-140-SD that permits the Applicants to relocate lot #5 as depicted in the exhibits. As conditioned, the proposed subdivision meets the requirements of the Town of Starksboro Subdivision Regulations dated April 1993, section 2.3 and Zoning Bylaw, dated July 2006, section 4.11 (PRD).

The Starksboro Development Review Board approves the application and plat subject to the following conditions:

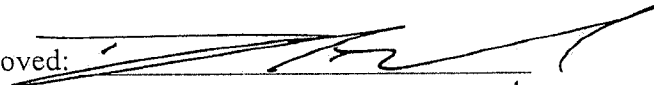
1. All conditions outlined in DRB decision 06-140-SD will continue to apply to this approval, except that relocated lot 5 will no longer be responsible to share in the maintenance of the private road established to serve lots 1-4.
2. All construction will comply with the "VT Handbook for Soil Erosion and Sediment Control".
3. The Declaration of Covenants, Conditions, Rights and Restrictions and Homeowners Association shall be incorporated as conditions of this decision. The conditions included in said document will not terminate, notwithstanding paragraph 34 and shall not expire without DRB approval. No changes to said document may be made without DRB approval.
4. Subdivision and all land development thereon shall comply with all local, state and federal regulations.
5. Driveway to lot 5 shall provide sufficient access for all fire and rescue vehicles.

The approval of the Development Review Board shall expire 180 days from the date of this decision, unless the approved plat is duly filed or recorded in the office of the municipal clerk. If the bylaws in effect allow the Zoning Administrator may extend the filing of the plat by an additional 90 days, if final local or state permits or approvals are still pending.

Dated at Starksboro Vermont, this 27 day of March, 2008.

Signed Below, Chair

NOTICE: This decision may be appealed to the Vermont Environmental Court by an interested person who participated in the proceeding(s) 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 Court Proceedings.

Approved: 

Date: 3/27/08

MASON HILL RD

BIG HOLLOW ROAD

SHAKER HILL ROAD

LOT 5
2.93 Acres

LOT 4
1.04 AC.

LOT 3
1.08 AC.

LOT 2
1.18 AC.

LOT 1
1.09 AC.

COMMON LAND
18.32 Acres

T. & B. DUNBAR
v. 46 p. 2

LINE TABLE	
LINE	BEARING
L1	S45°28'13"W
L2	S62°24'40"E
L3	N17°08'45"W
L4	N13°02'30"W
L5	S49°42'12"W
L6	S17°56'22"E
L7	N81°43'44"E

BEARING	LENGTH
S12°22'E	38.18
S40°21'E	51.79
S84°42'E	25.24
S100°48'E	25.09
S22°42'E	133.48
S95°27'E	77.07
S72°16'E	45.79
S72°41'E	37.09
S68°09"W	37.09
S35°57"E	37.09
S21°59"E	37.09
S21°59"E	37.09
S21°59"E	37.09

TOTAL ACRES
25.57 ACRES

Potable Water Supply and Wastewater System Permit**CASE NO.:** WW-9-0978-1**APPLICANT:** Arthur & Susan Ann Yandow**ADDRESS:** 251 Stone Hill Road
Williston, VT 05495

PIN: RU07-0074

LAWS/REGULATIONS INVOLVED10 VSA, Chapter 64
Environmental Protection Rules,
Chapter 1
Water Supply Rules, Chapter 21

This project consisting of relocation of Lot #5 and increase to 2.93± acres with decrease of Lot #1 to 1.09± acres and common land (areas A & B) to be combined and = 18.32± acres to be deferred; located on Big Hollow and Shaker Hill Road in Starksboro VT., is hereby approved in accordance with the requirements of the regulations named above, subject to the following conditions:

- (1) The project shall be completed as shown on the plans: Sanitary/Site Plan dated 14 July 2006 last revised 22 February 2008 and Lot 5 Site Plan dated 22 February 2008 last revised 26 February 2008; prepared by John P. Pitrowiski PE., and Subdivision Plat dated 28 March 2007 last revised 21 February 2008; prepared by Scott D. Taylor LS., and which have been stamped "approved" by the Division of Wastewater Management. The project shall not deviate from the approved plans without prior written approval from the Division of Wastewater Management.
- (2) All conditions set forth in Water Supply and Wastewater Disposal Permit #WW-9-0978, shall remain in effect except as modified or amended herein.
- (3) The "Common Land" = 18.32± acres shall be subject to the terms and conditions of §1-403(a)(5) of the regulations, including the "notice of permit requirements" contained herein.
- (4) The conditions of this permit shall run with the land and will be binding upon and enforceable against the permittee and all assigns and successors in interest. The permittee shall be responsible for recording this permit in the Land Records within 30 days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- (5) By acceptance of this permit, the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental/health statutes and regulations, and with this permit.
- (6) In the event of a transfer of ownership (partial or whole) of this project, the transferee shall become permittee and subject to compliance with the terms and conditions of this permit.
- (7) This permit does not constitute Act 250 approval (Title 10 V.S.A., Chapter 151). The permittee is hereby reminded to procure all relevant State and local permits prior to proceeding with this project.



State of Vermont

Potable Water Supply and Wastewater System Permit #WW-9-0978-1

Page 2

(8) This permit shall in no way relieve the permittee of the obligations of Title 10, Chapter 48, Subchapter 4, for the protection of groundwater.

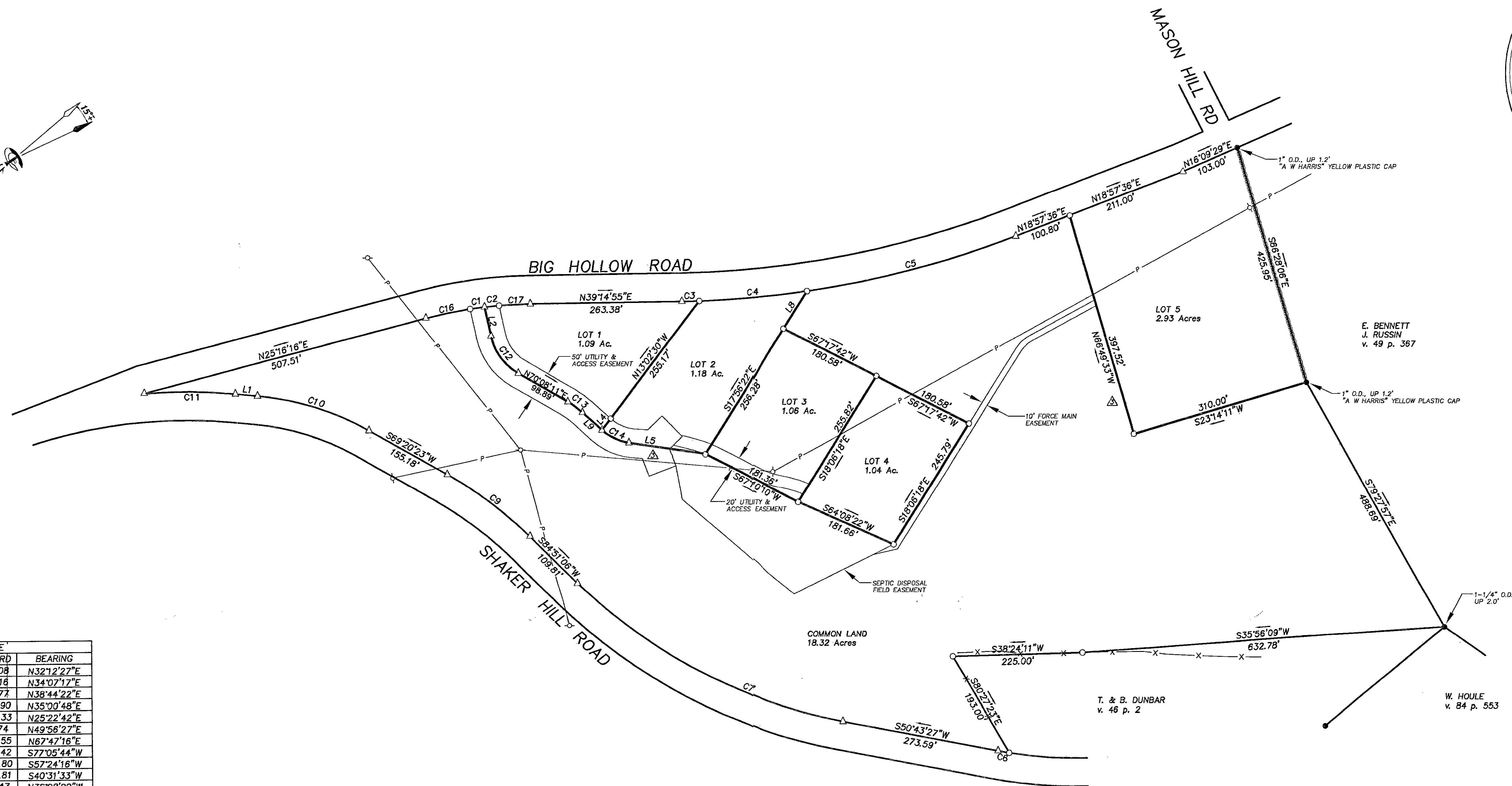
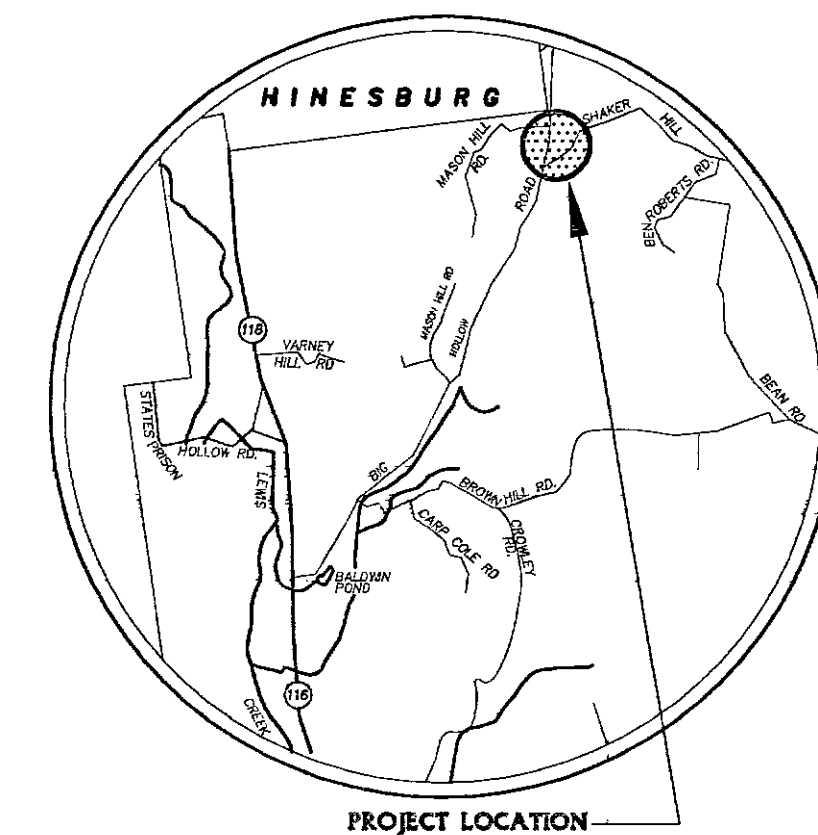
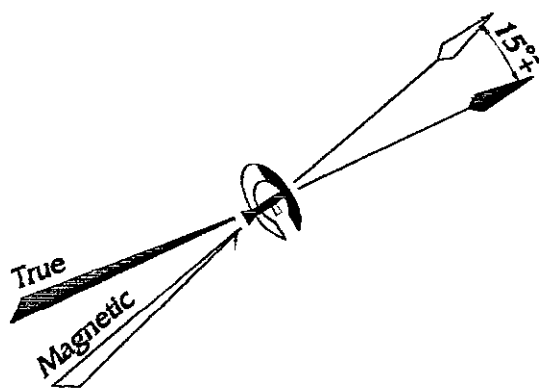
Laura Q. Pelosi, Commissioner
Department of Environmental Conservation

By: 

Marsha J. Thompson
Assistant Regional Engineer
Wastewater Management Division

Dated at Rutland, Vermont, 28 April 2008

cc: Starksboro
John P. Pitrowiski, P.E.



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	25.08	752.09	25.08	N32°12'27\"E
C2	25.16	752.09	25.16	N34°07'17\"E
C3	29.77	1674.30	29.77	N38°44'22\"E
C4	188.00	1674.30	187.90	N35°00'48\"E
C5	375.12	1674.30	374.33	N25°22'42\"E
C6	19.74	722.06	19.74	N49°56'27\"E
C7	529.34	888.89	521.55	N67°47'16\"E
C9	186.99	690.67	186.42	S77°05'44\"W
C10	204.28	490.36	202.80	S57°24'16\"W
C11	159.01	921.33	158.81	S40°31'33\"W
C12	82.82	100.00	80.47	N36°08'09\"W
C13	32.17	159.00	32.12	S75°55'57\"W
C14	52.45	91.00	51.73	N65°12'59\"E
C15	10.78	146.00	10.78	N65°10'49\"E
C16	78.51	752.09	78.47	N28°15'41\"E
C17	54.72	752.09	54.71	N37°09'51\"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.18	S45°28'13\"W
L2	51.79	S82°24'40\"E
L3	25.24	N17°08'46\"W
L4	25.09	N13°02'30\"W
L5	133.48	S48°42'12\"W
L8	77.07	S17°56'22\"E
L9	45.79	N81°43'44\"E

TOTAL ACREAGE
25.57 ACRES

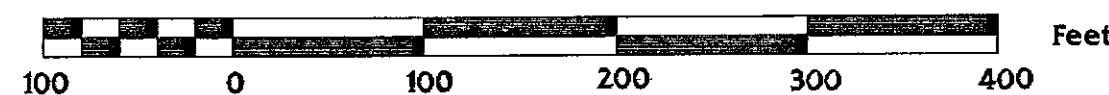
LEGEND

- REBAR (TO BE SET)
- IRON PIPE (FOUND)
- CONCRETE MONUMENT (FOUND)
- REINFORCING BAR (FOUND)
- △ CALCULATED POINT
- UTILITY POLE
- OVERHEAD UTILITY LINES
- BARBED WIRE FENCE
- STONE WALL
- C1 CURVE DATA TABLE REFERENCE
- L1 LINE DATA TABLE REFERENCE

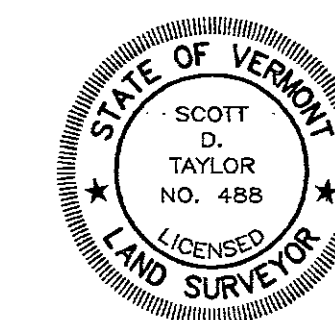
THIS PLAT IS BASED ON THE FOLLOWING:

- 1) DEEDS RESEARCHED IN THE TOWN OF STARKSBORO LAND RECORDS.
- 2) A CLOSED FIELD TRAVERSE CONDUCTED WITH A TOTAL STATION ON 9/18/06. BEARINGS ARE BASED ON MAGNETIC NORTH TAKEN ALONG A LEG OF THE TRAVERSE.
- 3) REBARS SET ARE NO. 5 REINFORCING BARS WITH ALUMINUM CAPS STAMPED "TRUDELL CONSULTING ENGINEERS, LS 488".
- 4) THIS PARCEL WAS CONVEYED TO ARTHUR AND SUSAN YANDOW IN VOLUME 84 PAGE 150. THE NORTHERLY BOUNDARY LINE ALONG THE LANDS OF BENNETT AND RUSSIN IS BASED ON A PLAT ENTITLED " PLAT OF LANDS OF PETER G. RICHART ", DATED DECEMBER 17, 1992, BY A. W. HARRIS, L.S.. THIS PLAT IS NOT RECORDED.
- 5) DISTANCES ARE SHOWN TO THE HUNDREDTH OF A FOOT FOR MATHEMATICAL CLOSURE PURPOSES ONLY. BEARINGS ARE SHOWN TO THE SECOND FOR MATHEMATICAL CLOSURE PURPOSES ONLY.
- 6) AN ATTEMPT HAS BEEN MADE TO IDENTIFY OR DELINEATE EASEMENTS, RIGHTS OF WAY, LEASE LANDS, ENCROACHMENTS, ETC. OBSERVED IN THE FIELD OR READILY FOUND IN THE LAND RECORDS. ADDITIONAL ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT.
- 7) BIG HOLLOW ROAD AND SHAKER HILL ROAD ARE ASSUMED TO BE THREE RODS WIDE.
- 8) THIS PROPERTY MAY BE SUBJECT TO UTILITY LINE EASEMENTS TO VERMONT ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 38 PAGE 217 AND TO CONTINENTAL TELEPHONE COMPANY OF VERMONT, INC. AS DESCRIBED IN VOLUME 32 PAGE 512.

Graphic Scale



Revisions	Description	Date	By
△	Revise Lots 2 & 5	02/21/08 JPP	
△	Relocate Lot 5	12/28/07 DPB	
△	Revise Big Hollow Intersection, Lot 1, and Common Land A	05/08/07 SDT	



Subdivision Plat
ARTHUR & SUSAN YANDOW
Big Hollow Road
Starksboro, Vt.

TRUDELL CONSULTING ENGINEERS (TCE)
478 Blair Park Road P. O. Box 308 Williston, Vermont 05495 (802) 879-6331

Drawing number	2005101-43	Ext.	1
Project mgr.	DPB	Drawn	SDT
Date	3/28/07	Scale	1"=100'
Field Book	241	Disk	101
Approved			

Department of Environmental Conservation
Approved: *[Signature]*
Permit #: *W-9-0781*
Date: *3/28/08*

SOILS PROFILE 09/06/05

SOILS INVESTIGATION CONDUCTED BY DOUG BICKNELL, DESIGNER LICENSE #153, AND MARSHA THOMPSON FROM THE WASTEWATER MANAGEMENT DIVISION.

THE SOILS FOUND IN THE 12 TEST PIT EXCAVATIONS WERE SIMILAR WITH THE FOLLOWING PROFILE:

0 - 10" CHOCOLATE BROWN, FINE SANDY SILT LOAM, COMMON GRASSY ROOTS, GRANULAR STRUCTURE, FRIABLE CONSISTENCY, CLEAR BOUNDARY, DARK REDDISH BROWN MOTTLES FOUND IN SURFACE HORIZON.

10"- 52" OLIVE GRAY, SILTY FINE SAND, COMMON GRAVEL, FEW COBBLES, BLOCKY/GRAULAR STRUCTURE, FRIABLE/FIRM CONSISTENCY, SOMEWHAT STICKY, DISTINCT ORANGE MOTTLES.

TEST PIT #1 SHWT AT 7" SEEPAGE AT 34"

TEST PIT #2 SHWT AT 8"

TEST PIT #3 SHWT AT 8" SEEPAGE AT 18"

TEST PIT #4 SHWT AT 7"

TEST PIT #5 SHWT AT 7" SEEPAGE AT 24"

TEST PIT #6 SHWT AT 8"

TEST PIT #7 SHWT AT 8"

TEST PIT #8 SHWT AT 12"

TEST PIT #9 SHWT AT 12"

TEST PIT #10 SHWT AT 8"

TEST PIT #11 SHWT AT 6"

TEST PIT #12 SHWT AT 4"

BASIS OF DESIGN FOR WATER SUPPLY

THREE BEDROOM HOUSE = 420 GPD (140 GPD/BEDROOM x 3)

MAXIMUM DAY DEMAND IS CALCULATED BY DIVIDING THE AVERAGE DAY DEMAND BY NOT MORE THAN 720 (12 HR. DELIVERY) MINUTES. 420 GPD / 720 = 58 GPM

THE INSTANTANEOUS PEAK DEMAND IS 5 GPM MULTIPLIED BY THE NUMBER OF UNITS = 5 GPM

EACH HOME IS TO HAVE ITS OWN INDIVIDUAL DRILLED WELL.

NOTE:

THIS PROPOSED "PLANNED RESIDENTIAL DEVELOPMENT" IS NOT SUBJECT TO THE CURRENT STORMWATER MANAGEMENT RULES, WHERE THE THRESHOLD FOR IMPERVIOUS AREA IS LESS THAN ONE ACRE. THE TOTAL IMPERVIOUS AREA IS 26,231 SQ.FT.

THIS PROPOSED "PLANNED RESIDENTIAL DEVELOPMENT" IS SUBJECT TO THE CURRENT FILING REQUIREMENTS FOR EROSION PREVENTION AND SEDIMENT CONTROL (GENERAL PERMIT) MEASURES BECAUSE THE DISTURBED AREA IS MORE THAN ONE ACRE.

THIS ROLLING MEADOW IS NOT A WETLAND OR DEER WINTERING AREA. THE DEVELOPMENT DOES NOT FALL WITHIN THE PRIME AGRICULTURAL LANDS AS DEPICTED BY THE STATE OF VERMONT.

ON JANUARY 5, 2007 WE MET ON SITE WITH GILMAN & BRIGGS ENVIRONMENTAL, WHO HAD DELINEATED THE CLASS III WETLANDS, AND MARTHA LEBEVRE OF THE US ARMY CORPS OF ENGINEERS. THIS PLAN INCORPORATES THE RECOMMENDATIONS, THAT WERE MADE ON THAT DAY, FOR MINIMIZING THE IMPACT AVOIDING MOST OF THE CLASS III WETLAND. THE ESTIMATED TEMPORARY CONSTRUCTION IMPACT IS 1721 SQ.FT. THE TOTAL ESTIMATED AREA OF IMPACT ON CLASS III WETLANDS IS 1721 SQ.FT.

PLEASE FIND ATTACHED THE GROUNDWATER MONITORING RESULTS FOR THE YEAR 2006 MONITORING SEASON.

THE CLEARING ENVELOPE FOR EACH HOME IS NOT TO EXCEED 1/4 ACRE.

PERCOLATION TEST RESULTS CONDUCTED BY DOUG BICKNELL, DESIGNER LIC.#153 ON MAY 13, 2006.

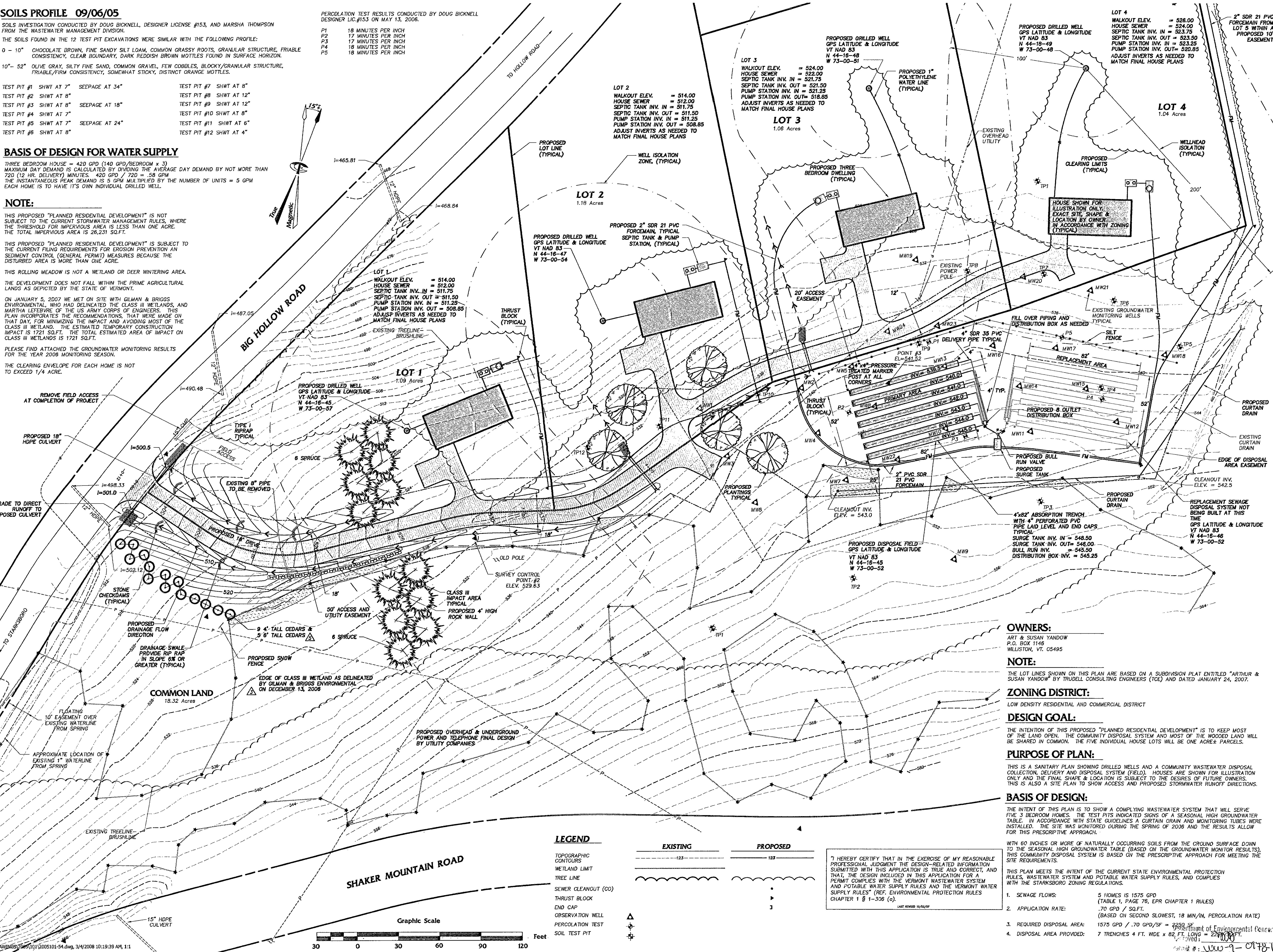
P1 18 MINUTES PER INCH

P2 17 MINUTES PER INCH

P3 18 MINUTES PER INCH

P4 18 MINUTES PER INCH

P5 18 MINUTES PER INCH



LEGEND

TOPOGRAPHIC CONTOURS

WETLAND LIMIT

TREE LINE

SEWER CLEANOUT (CO)

THRUST BLOCK

END CAP

OBSERVATION WELL

PERCOLATION TEST

SOIL TEST PIT

EXISTING

PROPOSED

"I HEREBY CERTIFY THAT IN THE EXERCISE OF MY REASONABLE PROFESSIONAL JUDGMENT THE DESIGN-RELATED INFORMATION SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE DESIGN INCLUDED IN THIS APPLICATION FOR A PERMIT COMPLIES WITH THE VERMONT WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES AND THE VERMONT WATER SUPPLY RULES" (REF. ENVIRONMENTAL PROTECTION RULES CHAPTER 1 § 1-338 (c)).

OWNERS:

ART & SUSAN YANDOW
P.O. BOX 1146
WILLISTON, VT. 05495

NOTE:

THE LOT LINES SHOWN ON THIS PLAN ARE BASED ON A SUBDIVISION PLAT ENTITLED "ARTHUR & SUSAN YANDOW" BY TRUDELL CONSULTING ENGINEERS (TCE) AND DATED JANUARY 24, 2007.

ZONING DISTRICT:

LOW DENSITY RESIDENTIAL AND COMMERCIAL DISTRICT

DESIGN GOAL:

THE INTENTION OF THIS PROPOSED "PLANNED RESIDENTIAL DEVELOPMENT" IS TO KEEP MOST OF THE LAND OPEN. THE COMMUNITY DISPOSAL SYSTEM AND MOST OF THE WOODED LAND WILL BE SHARED IN COMMON. THE FIVE INDIVIDUAL HOUSE LOTS WILL BE ONE ACRE± PARCELS.

PURPOSE OF PLAN:

THIS IS A SANITARY PLAN SHOWING DRILLED WELLS AND A COMMUNITY WASTEWATER DISPOSAL COLLECTION, DELIVERY AND DISPOSAL SYSTEM (FIELD). HOUSES ARE SHOWN FOR ILLUSTRATION ONLY AND THE FINAL SHAPE & LOCATION IS SUBJECT TO THE DESIRES OF FUTURE OWNERS. THIS IS ALSO A SITE PLAN TO SHOW ACCESS AND PROPOSED STORMWATER RUNOFF DIRECTIONS.

BASIS OF DESIGN:

THE INTENT OF THIS PLAN IS TO SHOW A COMPLYING WASTEWATER SYSTEM THAT WILL SERVE FIVE 3 BEDROOM HOMES. THE TEST PITS INDICATED SIGNS OF A SEASONAL HIGH GROUNDWATER TABLE. IN ACCORDANCE WITH STATE GUIDELINES A CURTAIN DRAIN AND MONITORING TUBES WERE INSTALLED. THE SITE WAS MONITORED DURING THE SPRING OF 2006 AND THE RESULTS ALLOW FOR THIS PRESCRIPTIVE APPROACH.

WITH 60 INCHES OR MORE OF NATURALLY OCCURRING SOILS FROM THE GROUND SURFACE DOWN TO THE SEASONAL HIGH GROUNDWATER TABLE (BASED ON THE GROUNDWATER MONITOR RESULTS), THIS COMMUNITY DISPOSAL SYSTEM IS BASED ON THE PRESCRIPTIVE APPROACH FOR MEETING THE SITE REQUIREMENTS.

THIS PLAN MEETS THE INTENT OF THE CURRENT STATE ENVIRONMENTAL PROTECTION RULES, WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES, AND COMPLIES WITH THE STARKSBORO ZONING REGULATIONS.

- SEWAGE FLOWS: 5 HOMES IS 1575 GPD (TABLE 1, PAGE 76, EPR CHAPTER 1 RULES)
- APPLICATION RATE: .70 GPD / SQ.FT. (BASED ON SECOND SLOWEST, 18 MIN/IN, PERCOLATION RATE)
- REQUIRED DISPOSAL AREA: 1575 GPD / .70 GPD/SF = 2250 SQ.FT.
- DISPOSAL AREA PROVIDED: 7 TRENCHES 4 FT. WIDE X 82 FT. LONG = 2280 SQ.FT.

TRUDELL CONSULTING ENGINEERS (TCE)

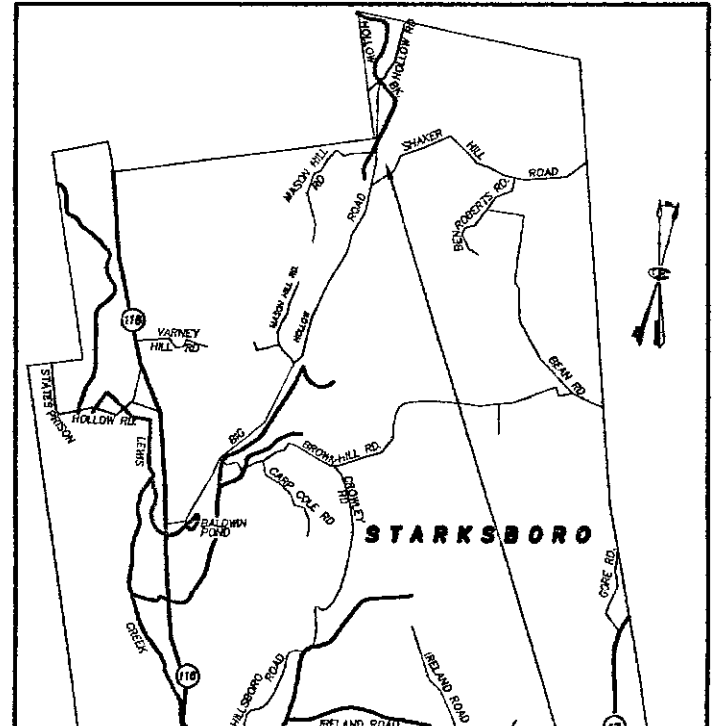
478 Blair Park Road P.O. Box 308 (802) 879-6331 (phone)
Williston, Vermont 05495 (802) 879-0600 (fax)
Visit Us on the Web at: www.TrudellConsulting.com

THESE PLANS ARE SUITABLE FOR THE PURPOSE OF:

- CONCEPTUAL APPROVAL SUBMISSION
- PRELIMINARY APPROVAL SUBMISSION
- ACT 250 SUBMISSION
- FINAL APPROVAL SUBMISSION
- CONSTRUCTION DRAWINGS

USE AND INTERPRETATION OF THE DRAWINGS

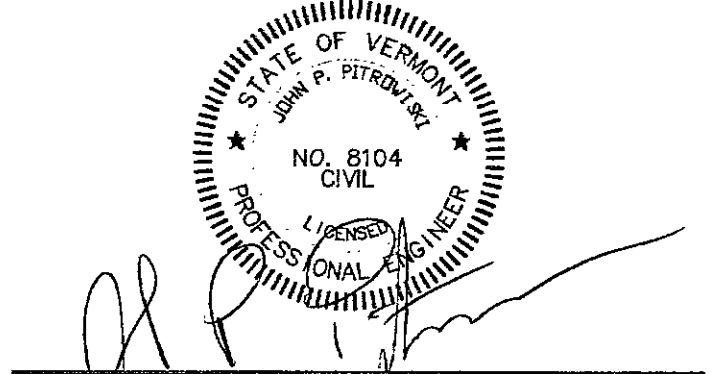
- Drawings prepared for submittal are intended for preliminary planning, coordination with other disciplines, utilities, and approving authorities. They are not intended as final drawings or construction drawings.
- Drawings prepared for construction are intended to be used in conjunction with contract documents, specifications, owner/contractor agreements and to be fully coordinated with other disciplines. They are specific to the project. If errors are discovered they are to be brought to the attention of Trudell Consulting Engineers (TCE) before using. By use of these drawings for construction of the Project, the Owner represents that they/she/it has reviewed, approved, and accepted the drawings. The drawings shall be considered "Final Approved Submittal" once they receive state and local approval.
- As instruments of service these drawings and copies thereof furnished by the Engineer are his property. Changes to the drawings may only be made by the Engineer.
- It is the User's responsibility to ensure this copy contains the most current revisions.



Project Location

- Move Lot 5 and related (See SP2) 2/22/08 JPP
- Revise acreage and monitoring well locations, show proposed curtain drain 5/07/07 DPB
- Revise curb cut odd plantings 3/27/07 JPP
- Add Class III impact area 2/15/07 DPB
- Redesign Road & Lot Layout 1/24/07 DPB
- Revisions per Town Staff Comments 11/29/06 DPB
- Revise lots based on Boundary 10/10/06 SMT

No.	Description	Date	By
1	Revisions		



Project Title

MEADOWS EDGE
Art & Susan Yandow

Big Hollow Road
Starksboro, VT

Sheet Title

Sanitary / Site Plan

Drawing Number : 2005101-54 Extension : 1

Project manager : QPB Drawn : SMT/DPB

Date : 07/14/06 F.B. 269 Scale : 1" = 30'

Project reference : XXX X-Ref : 2005101CLC3

Bench File : XXX

Approved

SA_TCE DRAWINGS 2005101-54.dwg 2/26/2008 4:38:33 PM EST

SP1

MAR 2 4 2007 MAR 1 8 2003

BASIS OF DESIGN FOR WATER SUPPLY

THREE BEDROOM HOUSE = 420 GPD (140 GPD/BEDROOM x 3)
MAXIMUM DAY DEMAND IS CALCULATED BY DIVIDING THE AVERAGE DAY DEMAND BY NOT MORE THAN 720 (12 HR. DELIVERY) MINUTES. 420 GPD / 720 = .58 GPM
THE INSTANTANEOUS PEAK DEMAND IS 5 GPM MULTIPLIED BY THE NUMBER OF UNITS = 5 GPM
EACH HOME IS TO HAVE ITS OWN INDIVIDUAL DRILLED WELL.

ALL PROPOSED DWELLING SIZE, SHAPE, LOCATION, AND DRIVEWAYS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, (UNLESS NOTED OTHERWISE ON SITE PLAN). THE EXACT SIZE, SHAPE, AND LOCATION IS BY OWNERS IN ACCORDANCE WITH LOCAL ZONING REGULATIONS.

I HEREBY CERTIFY THAT IN THE EXERCISE OF MY REASONABLE PROFESSIONAL JUDGMENT THE DESIGN-RELATED INFORMATION SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT, AND THAT, THE DESIGN INCLUDED IN THIS APPLICATION FOR A PERMIT COMPLIES WITH THE VERMONT WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES AND THE VERMONT WATER SUPPLY RULES (REF. ENVIRONMENTAL PROTECTION RULES CHAPTER 1 § 1-306 (c)).

TRUDELL CONSULTING ENGINEERS (TCE)

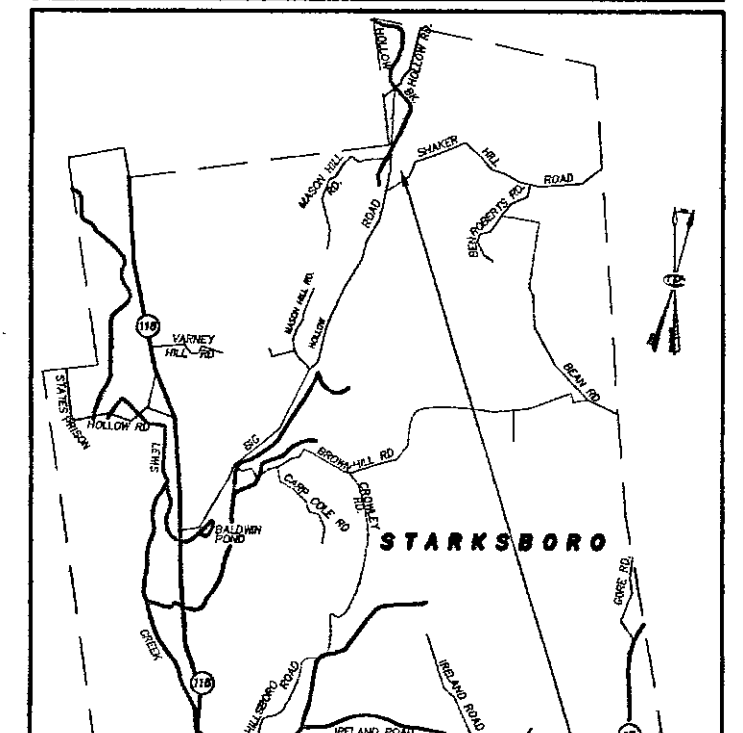
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ACT 250 SUBMISSION
FINAL APPROVAL SUBMISSION
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- It is the User's responsibility to ensure this copy contains the most current revisions.



Project Location

OWNERS:

ART & SUSAN YANDOW
P.O. BOX 1148
WILLISTON, VT. 05495

NOTE:

THE LOT LINES SHOWN ON THIS PLAN ARE BASED ON A SUBDIVISION PLAT ENTITLED "ARTHUR & SUSAN YANDOW" BY TRUDELL CONSULTING ENGINEERS (TCE) AND DATED JANUARY 24, 2007.

ZONING DISTRICT:

LOW DENSITY RESIDENTIAL AND COMMERCIAL DISTRICT

DESIGN GOAL:

THE INTENTION OF THIS PROPOSED "PLANNED RESIDENTIAL DEVELOPMENT" IS TO KEEP MOST OF THE LAND OPEN. THE COMMUNITY DISPOSAL SYSTEM AND MOST OF THE WOODED LAND WILL BE SHARED IN COMMON. THE FIVE INDIVIDUAL HOUSE LOTS WILL BE ONE ACRE± PARCELS.

PURPOSE OF PLAN:

THIS IS A SANITARY PLAN SHOWING DRILLED WELLS AND A COMMUNITY WASTEWATER DISPOSAL COLLECTION, DELIVERY AND DISPOSAL SYSTEM (FIELD). HOUSES ARE SHOWN FOR ILLUSTRATION ONLY AND THE FINAL SHAPE & LOCATION IS SUBJECT TO THE DESIRES OF FUTURE OWNERS. THIS IS ALSO A SITE PLAN TO SHOW ACCESS AND PROPOSED STORMWATER RUNOFF DIRECTIONS.

BASIS OF DESIGN:

THE INTENT OF THIS PLAN IS TO SHOW A COMPLYING WASTEWATER SYSTEM THAT WILL SERVE FIVE 3 BEDROOM HOMES. THE TEST PITS INDICATED SIGNS OF A SEASONAL HIGH GROUNDWATER TABLE. IN ACCORDANCE WITH STATE GUIDELINES A CURTAIN DRAIN AND MONITORING TUBES WERE INSTALLED. THE SITE WAS MONITORED DURING THE SPRING OF 2006 AND THE RESULTS ALLOW FOR THIS PRESCRIPTIVE APPROACH.

WITH 60 INCHES OR MORE OF NATURALLY OCCURRING SOILS FROM THE GROUND SURFACE DOWN TO THE SEASONAL HIGH GROUNDWATER TABLE (BASED ON THE GROUNDWATER MONITOR RESULTS), THIS COMMUNITY DISPOSAL SYSTEM IS BASED ON THE PRESCRIPTIVE APPROACH FOR MEETING THE SITE REQUIREMENTS.

THIS PLAN MEETS THE INTENT OF THE CURRENT STATE ENVIRONMENTAL PROTECTION RULES, WASTEWATER SYSTEM AND POTABLE WATER SUPPLY RULES, AND COMPLIES WITH THE STARKSBORO ZONING REGULATIONS.

- SEWAGE FLOWS: 5 HOMES IS 1575 GPD (TABLE 1, PAGE 76, EPR CHAPTER 1 RULES)
- APPLICATION RATE: .70 GPD / SQ.FT. (BASED ON SECOND SLOWEST, 18 MIN/IN, PERCOLATION RATE)
- REQUIRED DISPOSAL AREA: 1575 GPD / .70 GPD/SF = 2250 SF
- DISPOSAL AREA PROVIDED: 7 TRENCHES 4 FT. WIDE x 82 FT. LONG = 2296 SQ.FT.

Department of Environmental Control
Approved: [Signature]
Permit #: 9-0178-1
Date: 2/26/08

Approved: [Signature]

SA, TCE DRAWINGS/2007/01/2005/01-54/0g 2/26/2008 4:31:33 PM EST

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State of Vermont

Potable Water Supply and Wastewater System Permit

CASE NO.: WW-9-0978

APPLICANT: Arthur & Susan Ann Yandow

ADDRESS: PO Box 1146
Williston, VT 05495

LAWS/REGULATIONS INVOLVED

10 VSA, Chapter 64

Environmental Protection Rules,
Chapter 1

Water Supply Rules, Chapter 21

(1) This project consisting of a seven lot subdivision, Lot 1 = 1.17± acres, Lot 2 = 1.18± acres, Lot 3 = 1.06± acres, Lot 4 = 1.04± acres, and Lot 5 = 1.33± acres all for construction of 3-bedroom single family residences, and Lot A = 2.58± acres & Lot B = 17.21± acres to be deferred; located on Big Hollow and Shaker Hill Roads in Starksboro, VT., is hereby approved in accordance with the requirements of the regulations named above, subject to the following conditions:

(2) The project shall be completed as shown on the plans: Sanitary/Site Plan dated 14 June 2006 last revised 15 February 2007, Sanitary Details dated 14 June 2006, Details Sheets D2 & D3 both dated 14 June 2006, and Details dated 5 February dated 5 February 2007; prepared by John P. Pitrowiski PE, and Subdivision Plat dated 24 January 2007; prepared by Scott D. Taylor LS., and which have been stamped "approved" by the Division of Wastewater Management. The project shall not deviate from the approved plans without prior written approval from the Division of Wastewater Management.

(3) Each lot is approved for on-site water supply from a drilled bedrock well provided that the well is located as shown on the approved plans, and is physically constructed in accordance with the minimum standards specified in Part 11 of the above-referenced water supply regulations. No other means of obtaining potable water shall be allowed without prior review and approval by the Division of Wastewater Management.

(4) The project is approved for wastewater disposal by construction and utilization of the shared on-site, subsurface wastewater disposal system depicted on the approved plans. No other method or location of wastewater disposal shall be allowed without prior review and approval by the Division of Wastewater Management.

(5) The on-site, subsurface wastewater treatment/disposal system herein approved shall be routinely and reliably inspected during construction by a Vermont-registered professional engineer who shall, upon completion and prior to occupancy of the subject establishment, report in writing to the Division of Wastewater Management that the installation was accomplished in accordance with the approved plans and permit conditions.

(6) The wastewater collection, delivery, and treatment/disposal systems herein approved shall be routinely and reliably inspected during construction by a Vermont-registered professional engineer who shall, upon completion and prior to occupancy of the subject establishment, report in writing to the Division of Wastewater Management that the installation was accomplished in accordance with the approved plans and permit conditions.

(7) The inspecting engineer's written construction report shall include the testing data and conclusions of all infiltration, leakage, and pressure testing performed on the components of the sewer collection system, in accordance with Appendix A of the Environmental Protection Rules.

(8) The inspecting engineer's written construction report shall be submitted to the Division of Wastewater Management in as many installments as are necessary to insure that the sewer service for a given structure is certified prior to occupancy of that structure.

(9) The land deeds which establishes and transfers ownership of the subject lots shall contain a legal easement which grants the proprietor the right to construct, maintain, and replace a wastewater disposal system in the subject location, together with the right to enter upon the property for construction, inspection, maintenance, and other such reasonable purposes as may arise regarding the wastewater disposal system.

(10) The wastewater disposal systems herein approved shall be operated at all times in a manner that will not permit the discharge of sewage/effluent onto the ground surface or into the waters of the State.

(11) No Permit issued by the Secretary shall be valid for a substantially complete potable water supply and wastewater system until the Secretary receives a certification from a designer, signed and dated, that states:

"I hereby certify that, in exercise of my reasonable professional judgement, the installation- related information submitted is true and correct and the potable water supply and wastewater systems were installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests."

(12) The future wastewater disposal "replacement area" designated on the approved plans shall be held in reserve for the eventual construction of a replacement disposal system in the event of failure of the primary system. No construction, earthwork, or other activity shall be allowed within the replacement areas which would diminish their natural suitability for such eventual use as a wastewater disposal site.

(13) Each prospective purchaser of each lot shall be shown a copy of the approved plot plan and this Potable Water Supply And Wastewater Permit prior to conveyance of the lot.

(14) The conditions of this permit shall run with the land and will be binding upon and enforceable against the permittee and all assigns and successors in interest. The permittee shall be responsible for recording this permit in the Land Records within 30 days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.

(15) By acceptance of this permit, the permittee agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental/health statutes and regulations, and with this permit.

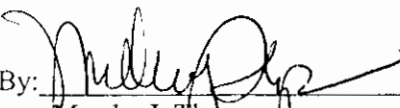
(16) In the event of a transfer of ownership (partial or whole) of this project, the transferee shall become permittee and subject to compliance with the terms and conditions of this permit.

(17) This permit does not constitute Act 250 approval (Title 10 V.S.A., Chapter 151). The permittee is hereby reminded to procure all relevant State and local permits prior to proceeding with this project.

(18) This permit shall in no way relieve the permittee of the obligations of Title 10, Chapter 48, Subchapter 4, for the protection of groundwater.

(19) The remaining Lot A = 2.58± acres and Lot B = 17.21± acres shall be subject to the terms and conditions of §1-403(a)(5) of the regulations, including the "notice of permit requirements" contained herein.

Jeffrey Wennberg, Commissioner
Department of Environmental Conservation

By: 
Marsha J. Thompson
Assistant Regional Engineer
Wastewater Management Division

Dated at Rutland, Vermont, 28 March 2007

cc: Starksboro
John P. Pitrowiski, P.E.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Ida Brace of Starksboro, in the County of Addison and State of Vermont, Grantor(s) in the consideration of TEN OR MORE DOLLARS paid to my full satisfaction by Arthur A. Yandow and Susan A. Yandow, of New Haven, in the County of Addison and State of Vermont, Grantee(s), by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee(s), Arthur A. Yandow and Susan A. Yandow, husband and wife tenants by the entirety and their heirs and assigns forever, a certain piece of land in the Town of Starksboro in the County of and State of Vermont, described as follows, viz:

Being a portion of the same lands and premises conveyed to Ida Brace by United States Marshal's Deed of United States of America dated August 25, 1993 in Volume 50, Page 405 of the Town of Starksboro Land Records and being more particularly described as follows:

Being a parcel of land, with any and all improvements thereon, and being bounded on the westerly/northwesterly side by the "Big Hollow Road, so-called, on the south by the Shaker Hill Road, so-called, and lands now or formerly of Terance and Bridget Dunbar (deed of record in Volume 46, page 2) and lands now or formerly of Everett S. Bennet and Julie Russin (deed of record in Volume 49, Page 367). Said parcel is estimated to contain 32 acres, more or less.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee(s), Arthur A. Yandow and Susan A. Yandow, husband and wife tenants by the entirety, their heirs and assigns, to their own use and behoof forever; and I the said Grantor(s), Ida Brace, for myself and my heirs, executors and administrators, do covenant with the said Grantee(s), Arthur A. Yandow and Susan A. Yandow, their heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid and I hereby engage to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 11th day of January, 2005.

IN THE PRESENCE OF:

George Stey
Witness

X Ida Brace Jan-11-2006
Ida Brace

STATE OF VERMONT,
COUNTY OF ADDISON, SS.

EXHIBIT A TO MORTGAGE DEED

PROPERTY ADDRESS: Big Hollow Road Starksboro, VT

PROPERTY DESCRIPTION:

Being all and the same land and premises conveyed to Arthur A. Yandow and Susan A Yandow by Warranty Deed of Ida Brace dated _____, 2005, of record in Volume ____ at Page ____ of the Starksboro Land Records and being more particularly described as follows:

Being a portion of the same lands and premises conveyed to Ida Brace by United States Marshal's Deed of United States of America dated August 25, 1993 in Volume 50, Page 405 of the Town of Starksboro Land Records and being more particularly described as follows:

Being a parcel of land, with any and all improvements thereon, and being bounded on the westerly/northwesterly side by the "Big Hollow Road, so-called, on the south by the Shaker Hill Road, so-called, and lands now or formerly of Terance and Bridget Dunbar (deed of record in Volume 46, page 2) and lands now or formerly of Everett S. Bennet and Julie Russin (deed of record in Volume 49, Page 367). Said parcel is estimated to contain ____ acres, more or less.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein contained, all in further aid of this description.

At Burlington in said County and State, this 11th day of January, 2005, personally appeared Ida Brace and she acknowledged this instrument by her sealed and subscribed to be her free act and deed.

Before me,

Charles Estey
NOTARY PUBLIC

My Commission Expires: 2/10/2007

TOWN CLERK'S OFFICE
STARKSBORO, VERMONT
January 11 20 06
at 9:30 AM
received
Vol. 84 Page 150
Attest: *Charles Estey*
Town Clerk

Vermont Property Transfer Tax 32 V.S.A. Chap 231
- ACKNOWLEDGEMENT -
Return Rec'd.-Tax Paid-Board of Health Cert. Rec'd.
Vt. Land Use & Development Plans Act. Cert. Rec'd.
Return No. 2005-66
Signed: *Charles Estey* Clerk
Date: 1-11-06

TOWN CLERK'S OFFICE
STARKSBORO, VERMONT
February 2, 2013
at 10 o'clock 30 minutes A.M.
received this instrument for record
Vol. 105, Page 246
Witness: [Signature]

**DECLARATION OF COVENANTS, CONDITIONS,
RIGHTS AND RESTRICTIONS
FOR**

**Meadows Edge Subdivision
Starksboro, Vermont**

Statement

Arthur A. & Susan Ann Yandow (the "Declarant"), is the owner of certain lands located off Big Hollow Rd in the town of Starksboro, County of Addison and State of Vermont. Described more particularly hereinafter and consisting of all of the lands acquired by the Declarant by the Warranty Deed from Mrs. Ida Brace, Dated January 11, 2006 and recorded in Volume 84, page 150, of the Starksboro Land Records (the "Property").

The Property owned by the Declarant that is subject to this Declaration is depicted on a survey map entitled "Meadows Edge" Subdivision Plat, Big Hollow Rd., Starksboro, VT., prepared by Trudell Consulting Engineers (TCE) bearing the seal of Scott Taylor, Registered Surveyor, dated March 28, 2007.

As depicted on the Survey, the Property consist of six lots designated as Lot 1 though 5 with common land, an access roadway and access and utilities rights of way, for the benefit of the Lots.

Declaration

Declarant hereby declares that the Property is subject to and has the benefit of the following covenants, conditions, rights and restrictions, all of which shall run with the land and be binding upon and inure to the benefit of Declarant and the Owners of the Lots, and their respective heirs, assigns, and successors in title/and interest. All of the Lots comprising the Property shall be improved, held, maintained, used, and conveyed in accordance with this Declaration.

1. **Subdivision Prohibited.** No Lot shall be subdivided so as to create an additional building lot, or for sale, lease, or any other purpose. For purposes of this provision, an adjustment of boundary lines between adjacent lots shall not constitute a "subdivision".
2. **Residential Use.** Each Lot shall be used for residential purposes only and not for any mercantile, commercial, or industrial purposes. This restriction shall not, however, prevent the establishment of a "home occupation" within a single-family residential dwelling. This restriction shall also not be construed as preventing rental by an owner of his/her residence for vacation, seasonal or residential use.
3. **Structures Permitted.** The only buildings permitted upon each Lot shall be: one single-family residential dwelling; one garage-workshop, art studio and/or barn of appropriate

size and design relative to the dwelling; one small storage shed or compatible outbuilding for gardening equipment and the like; and such other buildings or structures as the Declarant may approve in writing as being consistent with the general plan of residential home sites in the area. The garage, which may be attached to the residential dwelling or detached, shall have no more than a two-vehicle capacity. Outdoor storage of personal campers, boats, snowmobiles are allowed and no unregistered vehicles.

4. Prohibited Structures. No mobile homes, house trailers shall be placed, erected, or kept on any Lot. No temporary structure shall be constructed or permitted upon any Lot except during construction as allowed under Section 6 of this Declaration, and except for tents or other structures erected temporarily for special occasions such as weddings or structures utilized for a strictly temporary use.
5. Approval of Architectural, Construction and Site Plans. All plans for the construction, alteration or exterior remodeling of or addition to any building, structure or other assemblage to be erected or placed upon any Lot, including all architectural, site, exterior lighting and landscaping plans, must be submitted to and approved in writing to Declarant prior to the commencement of any construction, erection, or site work. The review and prior approval rights of Declarant shall encompass all components of construction and site work including but not limited to location, exterior form, materials, colors, architectural style, exterior lighting, siding, roofing, fencing, finish grade elevation and landscaping. Site Plans, landscaping, building design and parking access arrangements will be considered as part of the aesthetics of the project. If approval of such plans is granted, such approval shall be evidenced by separate written certification, with such conditions and additional provisions, as Declarant shall deem necessary or advisable for preservation of the scenic beauty and residential character of the Property. No changes or deviations in such plans as approved shall be allowed without the prior written consent of the Declarant. The Declarant shall complete and act upon the review process within 30 days from its date of receipt of all plans submitted for approval.

At such time as the Declarant no longer owns a Lot within the Property the architectural approval rights provided for in this Declaration shall in accordance with Section 35 of this Declaration, be exercised by the Association.

6. Completion of Construction. The construction of the foundation and all exterior surfaces, including roof, siding, windows, doors and all other exterior finish details of any building or structure erected on a lot shall be completed in accordance with the approved plans within twelve months from the date of commencement of construction. Commencement of construction shall mean the commencement of any site work. General landscaping and final site work on the Lot, including the establishment of a lawn, shall be substantially completed within eighteen months from the date of commencement of construction. Temporary structures for storage of building materials and tools may be erected or placed upon the lot during the construction period, but any such temporary structures shall be removed upon completion of construction.
7. Erosion Control and Stormwater Management. All reasonable precautions, including seeding and mulching of house sites and driveway side slope and shoulders, shall be taken

to prevent soil erosion during construction activity causing earth disturbance. When permanent erosion control measures cannot be initiated within a 72-hour period, exposed surface shall be protected with a temporary mulch of hay and water shall be directed away from the disturbed area.

8. Energy Conservation. All construction shall meet the minimum standards established for new residential construction by the Vermont Department Energy Standard.
9. Water Conservation. All residential dwellings shall be equipped with those water-conserving plumbing fixtures, including but not limited to low-flush toilets, low-flow showerheads, and aerator-type or flow-restricted faucets, as may be required by state and /or local permits.
10. Outdoor Lighting. All outdoor lighting shall be installed, shielded and aimed so that illumination is directed only to the area to be lighted and does not cast direct illumination or cause glare beyond the boundaries of a Lot.
11. Signs. One sign to identify each Lot by name or owner shall be permitted, provided that the sign is not lighted and does not exceed two square feet in size. In addition, one sign identifying the property may be installed and maintained by the Declarant or the Association within the access road easement area, a normal town sign will be placed at the entrance of the Property.
12. Brooks, Streams and Ponds. No owner of any Lot shall interfere in any way with water rights relative to the brooks, streams flowing through the forest land located upon the property, and no owner shall cause or allow any pollution or degradation of the quality of water in said brooks, streams by effluent discharge and forest lands or otherwise. Any check dams installed below the curtain drain will be checked annually and repaired if necessary.
13. Grounds Maintenance. The owner of each Lot shall at all times maintain or cause to be maintained his/her Lot in a clean, neat and presentable fashion consistent with the plan to establish and preserve a well kept area of residential home sites and related woodland, meadows and other natural features. No refuse or debris shall be stored or allowed to accumulate on the premises outside of any building. All trash awaiting removal shall be stored out of sight from the roadway and adjoining Lots and be removed promptly within a week so as to prevent any unsightly appearance or noxious odors. No unlicensed vehicle shall be allowed to stay unless in the garage.
14. Building Zones. Each Lot has a designated "Building Zone". The "Building Zone" as shown on the Survey. All construction, including new construction of out buildings such as garages or a barn or any other permitted structures as noted in Section 3 herein shall be within the Building Zone, with the exception of one (1) small storage or pole barn, the foot print of which shall not exceed two hundred and fifty (250) square feet, and with the further exception of fencing.
15. Landscaping. Exterior improvements (seeding/mulching) of a new constructed site to be completed as soon as weather permits or one year from closing.

16. Animals. Animals may be kept upon any Lot that conforms to these covenants and state/local permit requirements. Any and all such animals shall be for personal use and enjoyment of the owner and his/her family members and quest only, and not for breeding, boarding or other commercial purposes. All animals shall be kept under control so as to not create a nuisance or disturb neighboring Lot owners.
17. Nuisances Prohibited. No owner shall cause or allow any activity, condition, or thing to occur or exist on his/her Lot that generates loud noises, disturbs the peace, quiet, and serenity of occupants of neighboring Lots, or otherwise creates a condition constituting a nuisance and that is not in keeping with the residential character of the Property. With specific regard to noise pollution the operation of motorized vehicles such as motorcycles, all-terrain vehicles, snowmobiles, go-carts and the like are prohibited except for entering and leaving the Property. The use of garden tractors, power lawnmowers, chainsaws and other devices commonly utilized in the maintenance of residential property shall be permitted during daylight hours only. Snow removal equipment may be used, as conditions require.
18. Prohibition Against Granting Rights-of-Way. No right-of-way or easement may be allowed, permitted or granted by any owner or across any Lot for providing access and/or utilities to adjoining or nearby lands or for any other purpose unless approved in writing by Declarant.
19. Utility Lines and Related Services. The Declarant for themselves and their assigns, reserve an easement and right-of-way across, under, and upon those portions of Lots within the Property that are necessary or advisable (including, without limitation, the right to enter a Lot) for purposes of performing or causing to be performed proper installation, repair, maintenance, and replacement of all utility service lines (including electrical, telephone and the like), pipes, conduits, trans closures, and other related equipment and paraphernalia for the Lots. All such utility systems installations, 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.

All utility service lines, both primary and secondary, shall be installed underground. The Declarant will be responsible for laying, installing, and energizing, at its sole cost, primary electrical power and telephone service line conduits and related trans closures, to which secondary electrical power and telephone service lines serving each Lot shall be connected. Following installation and energizing of the primary electrical power and telephone service line conduits and related trans closures, Declarant shall have no further responsibility of liability for operation, maintenance, repair or replacement thereof, the cost of which shall be shared, proportionately by the owner of Lots served thereby. Secondary electric power, telephone service, and other utility lines and equipment shall be installed by each Lot owner from the nearest trans closure underground to the building(s) on the Lot to be served thereby at such owner's sole cost and in good and careful manner to prevent damage or other deterioration of the primary utility systems within the Property.

The easement and right-of-way reserved hereinbefore by Declarant shall apply to future installation of any additional utility service lines, but Declarant shall not bear any liability, responsibility, or cost for installation of any future utility service lines.

20. Access Roadway. Vehicular access to the Property is by means of a road extending from Big Hollow Road to Meadows Edge Drive, as depicted on the Survey and Site Plan that provides ingress and egress for the Lots and Declarant hereby grants to each owner of a Lot and the Declarant, as an incident of ownership, the perpetual non-exclusive easement and right of use over this road. Declarant shall install and construct the Road and all related site improvements associated therewith, including culverts, shoulders, swales, banks and slopes. Lots #1 - 4 shall be obligated to pay an equal share (i.e. 1/4th) of all cost for maintaining, repairing, replacing and improving the entire Meadows Edge Drive, said cost to include, but not be limited to, drainage infrastructure, grading, graveling, mowing, landscaping, snow removal, sanding and other maintenance, repair, replacement or improvement work as may be necessary or advisable from time to time. As for Lot #5 excluded from this requirement and will maintain their own driveway.

21. On Site Septic.

- (a) **Lots 1, 2, 3, 4 and 5.** These Lots are served by a community septic system as depicted on the Survey and Site Plan Package. The common force mains and valves are shown upon the Survey and Site Plan Package.
- (b) **Installation of Shared Septic.** The Declarant shall be responsible for installation of the common component parts of the sewer system. The cost of installing individual septic tanks and pump station and the cost of extending individual force mains shall be paid by the individual lot owners.
- (c) **Operation and Maintenance of Shared Septic.** Periodic maintenance of the Community septic system shall be performed. This includes items such as mowing and inspecting the leach field area. Each Lot 1, 2, 3, 4 and 5 owners shall be obligated to pay an equal share (i.e. 1/5th) of all cost for maintaining, repairing or replacing the community system.
- (d) **Easement.** Each lot shall have a easement over common land to maintain and or repair waste water pipes.

The septic systems as depicted on the survey and Site Plan Package with all its components shall be installed, operated, maintained and replaced in accordance with the terms and conditions of the State of Vermont Wastewater System and Potable Water Supply Permit No. WW- 9-0978-1 dated February 21, 2008, together with any amendments thereto and recorded in Starksboro, Vermont Town Clerk Office.

22. Water Service. All lots are required to provide wells. The cost of installing individual wells, pumps, storage tanks, and filtration systems shall be paid by the individual lot owners.

The water systems as depicted on the survey and Site Plan Package with all its components shall be installed, operated, maintained and replaced in accordance with the terms and conditions of the State of Vermont Wastewater System and Potable Water Supply Permit No. WW- 9- 0978-1, dated February 21, 2008, together with any amendments thereto.

23. Common Easement Area. There is located on the property a Common Septic Disposal Easement area 12 as depicted on the survey and Site Plan Package, consisting of the Forest Lands surrounding open meadows which are hereby dedicated and declared to be "Common" for the mutual benefit, use and enjoyment of all 5 Lots. Each Lot shall have a one fifth easement interest in the Common Area. The boundaries of the Common Area are shown on the survey and Site Plan Package. No Owner shall construct any improvements within the boundaries of the Common Area. The Association shall, however, have the right to construct recreational amenities upon the Common Area and shall be responsible for the maintenance, repairs and replacement of any such recreational amenities and facilities, and shall further be responsible for the general maintenance of the Common Area. Use of the Common Area and any recreational amenities and facilities located thereon shall be subject to such rules and regulations as may, from time to time, be adopted by the Association. Due consideration shall at all times be given to the privacy and quiet enjoyment of the nearby lots to the Common Area.
24. Association of Owners. There is hereby formed and established a non-profit unincorporated association, which consists of the owners of all five (5) Lots within the Property. The name of the Association is Meadow Edge Homeowners Association (referred to herein as the "Association"). The Association at the election of Declarant, or a majority of the owners of the Lots comprise the Property, shall be incorporated under the laws of the State of Vermont. Upon any such incorporation the owners of all the Lots within the Property shall automatically become members of such incorporated Association, with all rights, entitlements, responsibilities and obligations provided herein continuing in full force and effect.

The Association shall fulfill and carry out its duties, functions, and authorities in the following manner:

- (a) The Association is formed for the general purpose of preserving and promoting the residential character and living conditions for the common betterment of all owners, operating, maintaining, repairing and replacing, as necessary, the common access roadway for Lots #1-4, as for Lot #5 excluded from this requirement and will maintain their own driveway and other common betterments and improvements promoting the health, safety and welfare of its members, and establishing and collecting such regular and special assessments from time to time as are necessary or advisable for carrying out the duties, functions, and authorities of the Association will be for all Lots #1-5.
- (b) The term "owner" as used herein refers to the individual or individuals (where one, two or more persons), corporation, partnership or other such entity owning the fee title to any Lot.

- (c) The owner of each Lot (whether or not sold or constructed upon) shall be entitled to one vote in the Association. In the event two or more persons or entities own a Lot as co-owners, all such co-owners shall collectively be entitled to exercise the one vote per Lot. In the event a person owns more than one Lot, he shall have the number of votes equal to the number of Lots owned. A corporation, partnership or other such entity owning a Lot shall appoint in writing a duly authorized agent to cast the one vote per Lot.
- (d) Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. The share of a Lot owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an incidence of ownership of the Lot.
- (e) The affairs of the Association shall be conducted by its officers who shall be designated and elected in the manner provided in the Bylaws of the Association and who shall have for such purpose all authority of the Association as is permitted by law, including the authority to delegate all or a portion of such authority to a duly appointed manager or agent. The initial Bylaws of the association shall be in the form annexed hereto as Exhibit A.

25. Purposes and Powers of the Association. The Association shall in addition to all general purposes, duties and powers allowed by law, have the following purposes and powers:

- (a) To maintain, repair and replace as necessary the access roadway serving the Lots #1-4 within the Property, including, but not limited to, snowplowing, sanding, graveling, grading, culvert replacement, drainage slope maintenance, roadway shoulder mowing and clearing and other such upkeep operations. Lot #5 maintains their own driveway.
- (b) To maintain the Open Space Area and construct, erect, maintain, repair and replace recreational amenities and facilities thereon.
- (c) To hire and employ persons and firms, including engineers, attorneys, accountants and other employees, agents and contractors as are necessary or advisable to carry out the duties of the Association and to determine their respective salaries or compensation.
- (d) To make and enter into contracts and agreements of all sorts in any way pertaining to the operation and management of the Association.
- (e) The deposit, safe keep, expend and otherwise deal with funds of the Association with banks and other financial service institutions of all types including opening and maintaining savings, checking and other accounts; borrowing money and incurring obligations and mortgaging, hypothecating or otherwise providing security therefore; and investing and reinvesting funds of the Association as appropriate.

- (f) To purchase, acquire, own, improve and otherwise deal with real and personal property or any interest therein, of every nature and description and sell convey, mortgage, hypothecate, lease, transfer and otherwise dispose of any or all of such property.
- (g) To determine, levy and collect regular and special assessments and charges in amounts reasonably necessary to carry out the duties of the Association and to establish the means and methods of collecting such assessments from members all subject to and in accordance with the provisions contained in this Declaration.
- (h) To make, amend, promulgate and enforce reasonable administrative rules and regulations for the common betterment of the Owners.
- (i) To enforce by legal means all provisions of this Declaration and the Bylaws annexed hereto, as the same may be amended from time to time and to take all other lawful actions and exercise all powers permitted by law as are necessary or advisable to carry out the duties of the Association.

26. Payment of Common Expenses and Assessments. Each owner shall be obligated to pay his/her common expenses and assessments and individual expenses and assessments incident to his/her Lot as follows:

- (a) The common and individual expenses and assessments shall be used exclusively for the purpose of operating, maintaining, repairing and replacing as necessary the access roadway for Lots #1-4 excluding Lot #5 for road maintenance as they will maintain their own roadway, septic systems, utility systems and lines, the open space and other common or shared facilities now and hereafter located upon the Property and, in general, for promoting the recreation, health, safety and welfare of the residents of the Property. Cost and expenses encompassed by regular assessments shall include but not be limited to, all necessary or advisable charges for labor, equipment, materials, real and personal property taxes, insurance, management, maintenance and supervision within the Property. Determination, levying and collection of the common expenses and assessments shall be carried out in accordance with the provisions contained in the Bylaws of the Association.
- (b) The regular assessments shall reflect the particular proportionate cost-sharing obligations of the Lots.
- (c) All common expenses and regular assessments, together with any supplemental or special assessments approved by the Association, shall constitute debts enforceable against the owner liable therefore. Any owner who fails or refuses to pay any such assessment when due shall be liable for interest on the delinquent amount accruing from the due date at the rate of twelve percent (12%) per annum. Suit to recover a money judgment for unpaid assessments may be brought against the owner. An owner shall be responsible for all cost, including reasonable attorney's fees incurred in

making collection efforts, enforcing payment and initiating and maintaining legal proceedings, including foreclosure of the lien arising against the Lot resulting from default in payment against such delinquent obligation.

- (d) In the event any assessment is not paid when due, there shall arise a lien against the Lot in favor of the Association, to secure all sums due for payment of the delinquent assessment, including late payment charge, interest and all cost including reasonable attorney's fees then or thereafter incurred in collecting the delinquent assessment. All persons and entities which shall acquire, by whatever means, ownership of a lot are hereby placed on a notice of lien of right of the Association affecting each Lot which shall continue in effect until all sums have been fully paid. In addition, the Association may record a notice of lien in the Starksboro Land Records to provide further notice of its lien rights. Following recordation of said notice of lien, the lien may be foreclosed in the same manner as provided for foreclosure of real estate mortgages under Vermont Law. An action at law to enforce collection from an owner of all amounts due for delinquent assessments shall not be deemed to be an election preventing the Association from thereafter initiating a foreclosure action against the Lot, nor shall any foreclosure action be deemed to be an election precluding the Association from maintaining and action at law for a money judgment against the owner.
- (e) In addition to payment of common expenses and regular assessments each owner shall be liable for and pay his/her proportionate share of, any special and supplemental assessments for capital improvements, unanticipated expenses, and the like, duly authorized by the Association.
- (f) All assessments shall be established on a yearly basis (January of each year) and shall be payable by February 1st of same year.

27. Working Capital Fund and Assessment. In addition to reserves for capital expenditures, contingencies and replacements, a working capital fund for the purpose of establishing a fund for the performance of the functions of the Association is to be created. At the closing of the conveyance from Declarant to the initial Lot Owner on the property, an assessment of two hundred dollars (\$250) will be due and payable from the initial Lot owner and shall be collected by the Declarant and remitted to the Association. Except for Lot #5, will pay one hundred and fifty dollars (\$150) as they maintain a private driveway.

Until all lots are sold than the annual assessments will be determined by the Association.

No lot Owner shall be entitled to any refund or return of any part of the working capital assessment and, upon resale of a Lot, no Lot Owner shall be entitled to any reimbursement of the working capital assessment.

28. Compliance with Permits; Matters affecting Certain Lots. The property and all provisions contained in this Declaration are subject to all applicable laws, ordinances, regulations, permits, approvals and requirements of the State of Vermont and Town of Starksboro and any agencies or instrumentalities thereof, including specifically, but not

limited to: State of Vermont Wastewater System and Potable Water Supply Permit No. WW-9-9-0978-1, together with any amendments thereto.

30. Enforcement. All owners of Lots within the Property are subject to and have the benefit of the burdens and benefits of the provisions set forth and referred to in this Declaration. In the event of a breach or violation by any owner, Declarant, the Association of Owners, and/or the owners or owners of any other Lot(s) affected adversely thereby, may enforce the provisions of this Declaration against the violating owner by appropriate proceedings for monetary damages, injunctive relief, or otherwise. No delay, neglect, or omission to take appropriate enforcement action shall be construed as a waiver of, or acquiescence in, violation or breach of any covenant, condition, or restriction, and enforcement action may be taken at any time so long as this Declaration is in force.
31. Cost of Enforcement. Expenses, including reasonable attorney's fees, incurred in any enforcement actions against a violating owner in the event the Association prevails in any way shall be the obligation of and paid by the violating owner. In the event any such owner fails or refuses to pay such costs and expenses, a lien shall arise against the owner's Lot and shall continue thereon, together with interest accruing on the amount of said lien at the rate of twelve percent (12%) per annum until all cost and expenses secured by such lien are paid in full. The lien may be foreclosed in accordance with the provisions of Vermont law applicable to foreclosure of mortgages of real property. In the event of foreclosure, the violating owner shall be required to pay all cost and expenses of such proceedings, including reasonable attorney's fees.
32. Amendments, Modifications and Waivers. The Declarant reserves the right to reasonable amend, modify or waive any or all of the covenants, conditions and restrictions set forth in this Declaration which it determines to be appropriate and consistent with the rural residential nature of the Property; provided, however, that no such amendment, modification, or waiver shall affect any Lot conveyed by Declarant prior to such amendment, modification, or waiver unless the owner of such Lot consents in writing thereto. In addition to this right reserved by Declarant, any or all of said covenants, conditions, and restrictions may be amended or modified by written consent or affirmative vote of at least four (4) of the five (5) lots; provided, however, that the Declarant's written consent shall be required for so long as the Declarant owns any Lot within the Property, and provided further that any amendment altering the method of determining the proportionate sharing and payment of common expenses shall require the written consent or affirmative vote of all five Lots. No such amendment, modification, or waiver shall alter, revise, modify, or otherwise affect the rights-of-way, easements and other rights and uses appurtenant to any Lot unless the owner of such Lot consents in writing to any such amendment, modification, or waiver. Any such amendments, modifications, or waivers may apply to all or any one or more of the Lots and shall be deemed to be part of the general plan for development and protection of the Property and shall be binding upon the owner(s) affected thereby and such owner(s)' heirs, successors, and assigns. Any such amendments modifications or waivers shall be in conformance with all State and Local Permits and approvals governing the Property.

33. Validity. Invalidation of any one or more of the covenants, conditions, or restrictions contained herein by a court or other tribunal of appropriate jurisdiction shall not affect in any manner the other provisions herein, which shall remain in full force and effect.
34. Duration. This Declaration, together with any and all amendments and modifications, shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, provided, however that this Declaration shall be automatically extended for a period for ten (10) years, and thereafter for successive ten-year periods unless on or before expiration of the initial twenty-five year period or any such ten-year extension, the owners of all six Lots shall, by written instrument duly recorded in the Starksboro Land Records, declare a termination of this Declaration.
35. Assignability, Exercise and Transfer of Rights, Authorities, Duties and Declarant's Power.
- (a) No approval or consent rights shall devolve, automatically upon persons or entities who are successors in title and assigns of Declarant acquiring title to Lots within the Property. Rather Declarant may only transfer, delegate, or assign such approval and consent rights by written instrument appointing such other person or entity as Declarant may select to exercise the approval and consent rights.
 - (b) Notwithstanding the above, upon conveyance of all Lots within the Property by Declarant, all residual rights and duties to carry out, administer and enforce the provisions of this Declaration, that have not been theretofore assigned and transferred to the Association of Owners, shall there upon become vested in the Association of Owners, where upon the Association of Owners shall have and shall succeed to all said rights and duties, with the same power and obligations, as are held by Declarant pursuant to this Declaration.
 - (c) The Declarant hereby reserves the exclusive right to grant and/or reserve easements and rights of way through, under, over, and across the Property to the extent necessary and appropriate for development of the Property consistent with the State and local permits and approvals, including, but not limited to, the installation, repair, replacement, maintenance and inspection of lines and appurtenances for sewer, drainage, roads, and all other utilities, which easements and rights-of-way shall include necessary tree cutting rights, drainage rights and slope rights, including the right to construct open drainage swales.
 - (d) The Declarant hereby reserves the right to store construction material in, and to enter upon the Property for any purpose during the sale of Lots or the construction of houses on Lots.

Dated this 3rd day of JAN, 2013.

Arthur A. & Susan Ann Yandow
Declarant

Arthur A. Yandow

Susan Ann Yandow

Duly Authorized Agents
Arthur A. Yandow
Susan Ann Yandow

STATE OF VERMONT
COUNTY OF Chittenden, SS.

At Colchester this 31st day of Jan., 2013, Arthur A. Yandow and Susan Ann Yandow personally appeared, and acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before Me,

Anna L. MacIsaac
Notary Public

EXHIBIT A**BYLAWS OF MEADOWS EDGE HOMEOWNERS ASSOCIATION**
STARKSBORO, VERMONT

1. **Purpose of Bylaws.** These Bylaws of the Meadow Edge Homeowners Association, an unincorporated association formed pursuant to the Declaration of Covenants, Conditions, Rights, and Restrictions for the Meadows Edge Development, supplement the provisions of said Declaration. Terms, which are used or defined in the Declaration, are intended to have the same meaning when used herein. The purpose of these Bylaws is to provide for governance of the Association and to establish procedures to preserve and promote the residential character for the common betterment, use and enjoyment of the owners of Lots within the Property. All current and future owners, and their tenants, lessees, guest, invitees, and other persons using any of the Lots, are subject to and shall comply with the Bylaws and any regulations adopted hereunder, as the same may be amended from time to time.

2. **Office.** The office of the Association shall be located in 251 Stone Hill Rd, Williston, Vermont or at such other place within the State of Vermont as may be designated by the Association.

3. **Membership.** As provided in the Declaration, membership of the Association shall consist of owners of all five (5) Lots within the Property. Reference is hereby made to the Declaration for further description of the rights, duties, and obligations of the Owners as members of the Association. The members shall act as collective body in considering, authorizing, and transacting all actions and business of the Association.

4. **Meetings.** The following provisions shall govern the conduct of meetings of members of the Association.

- (a) **Organization Meeting.** As soon as practicable following conveyance of four lots, Declarant shall call an organization meeting of the members of the Association for the purpose of ratifying the Bylaws, electing officers, and acting upon all other matters as may properly come before the meeting in connection with organization and initial operation of the Association.
- (b) **Annual Meetings.** After the organization meeting, there shall be annual meetings of the Association which shall be held during the month of June of each year unless another month is designated by the President as being more convenient for the owners, and on such day and at such time as the President may designate. The purpose of the annual meeting shall be to elect officers for the ensuing year, approve a proposed budget, and to transact all other business necessary or advisable for carrying out the duties of the Association.

- (c) Special Meetings. Special meetings of the Association may be called at any time by the President and may be called by the President upon receipt of the written request of the owners of at least four (4) lots. Business transacted at any such special meeting shall be limited to those matters stated by the notice of such meeting.
- (d) Notice of Meetings. Notice of the annual meetings and any special meeting of the members shall be delivered personally or by mail to each member not less than ten or not more than thirty days before the date of such meeting. The notice shall state the time, place, and the purpose of the meeting. If mailed, the notice shall be directed to each member at his/her address as it appears on the records of the Association. Lack of, or improper notice of meeting may be waived in writing by all members entitled to vote, which such waiver shall be equivalent to the required giving of notice.
- (e) Quorum and Voting Requirement. At all meetings of the members, the presence in person or by proxy of the owners of at least four (4) lots shall constitute a quorum. All matters properly before such meeting shall be decided by the affirmative vote of a majority of the votes cast by the members present in person or represented by proxy at such meeting, unless otherwise required by law or the Declaration.
- (f) Conduct of Members. The President shall preside over all meetings of the members, and the Secretary shall keep the minutes of all such meetings and shall record all business transacted. The members present at a duly called meeting at which a quorum is attained may transact business until adjournment, notwithstanding the subsequent withdrawal of any member leaving less than a quorum.

5. Action by Written Consent of Members. Any action required to be taken at a meeting of the Association or which may be taken at any such meeting may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such written consent shall have the force and effect as a unanimous vote and may be stated as such on any certification or other document. All written consents shall be installed in the minute book of the Association.

6. Officers. Officers of the Association shall be elected and serve with duties attendant thereto as follows:

- (a) Number and Qualifications. The officers of the Association shall be the President, Secretary and Treasurer. Any two offices, except those of President and Secretary, may be held by the same person. All officers must be members of the Association or duly authorized agents of members who are not individuals.

(b) Election and Term of Office. The officers shall be elected annually by the members at the annual meeting of the Association. Each officer shall serve for a one-year term and shall continue in office until the next annual election of officers. An officer may succeed himself in office.

(c) Officers. The officers of the Association are as follows:

(i) President. The President shall, when present, preside at all meetings of the Association. He/she shall have and exercise general supervision over the business and affairs of the association, including but not limited to, execution of all documents and taking of all actions necessary or desirable to further the interest of the Association.

(ii) Secretary. The Secretary shall have charge of all books and records pertaining to the organization and operation of the Association and shall be responsible for keeping and filing all reports, statements, and other documents required by law, except to the extent that the same are to be kept or filed by the Treasurer. The Secretary shall keep true and complete minutes of all meetings of the Association. The Secretary shall keep an accurate and current record of the names and address of all members of the Association. He/she shall give, or cause to be given, notice of all meetings in accordance with these Bylaws or as otherwise required by law. In addition to these particular duties, the Secretary shall perform all other duties incident to the office of the Secretary and shall have such other responsibilities as may be assigned to him/her from time to time by the President.

(iii) Treasurer. The Treasurer shall have custody of and be responsible for all of the funds of the Association and shall keep accurate and complete records of all receipts, disbursements, and other financial transactions of the Association. The Treasurer shall deposit all receipts and other funds of the Association in such bank or other depositories as are designated by the members and shall disburse funds of the Association in such amounts and to such persons as may be ordered by the President acting on behalf of the Association. He/she shall render to the members upon their request, and at least annually, an accounting of all financial transactions of the Association and of its financial condition. In addition to these particular duties, the Treasurer shall perform all of other duties incident to the office of Treasurer and shall have such other responsibilities as may be assigned to him/her from time to time by the President.

7. Dues. As provided in the Declaration, the Association shall have an annual assessment. The annual assessment shall be determined by the Officers and approved by the membership at the annual meeting.

In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying the cost of construction, reconstruction, repair, or replacement of any capital improvement upon the Property or a supplementary assessment to cover the cost of any expenses not covered by the annual assessment. Any such special or supplementary assessment shall require the approval of the owners of at least four (4) lots

at a special meeting of the members called for the purpose of considering such special or supplementary assessment.

In the event of transfer of ownership of a Lot, the annual assessment, special or supplementary assessment, attributable to such Lot will not be prorated upon transfer of the Lot.

Notwithstanding any statement of provision to the contrary herein, the obligation of each owner to pay his/her respective share of the reasonably and necessarily incurred expenses and assessments as set forth in the Declaration shall be and remain in full force and effect regardless of any failure of omission of the Association to conduct its affairs in strict conformance with these Bylaws.

8. **Amendments to Bylaws.** The provisions of these Bylaws may be amended, added to, or repealed in whole or in part at any meeting of the members by the affirmative vote of the Owners of at least four (4) lots. The notice of any such meeting shall specifically set forth any such proposed amendments, additions, or replaced provisions. For so long as Declarant owns any of the Lots within the Property, Declarant's written consent shall be required for any proposed amendments, additions, or provisions.



Vermont Mandatory Flood Disclosure



Date Prepared: 09/08/2025

Seller's Name(s): Arthur A Yandow Susan A Yandow

Property Address: Lot #5 - Big Hollow Road, Starksboro, VT
Street City/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood risk and status of their property to the Buyer. Sellers are required to provide a physical, electronic, or digital link to a copy of the official Flood Insurance Rate Map (FIRM) published by FEMA. It is the Seller's responsibility to locate this map, either online or through their Town office. The Federal Emergency Management Agency (FEMA) search engine can be found at <https://msc.fema.gov/portal/home>.

☒ A copy of the FEMA map for the Property is attached; or,

☐ A link to the FEMA map for the Property is as follows:

; or,

☐ A FEMA map is unavailable for the Property or the community in which the property is located.

1	Has the Property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
1a	If yes, please describe:		
2	Does the seller maintain flood insurance on the Property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER. THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).

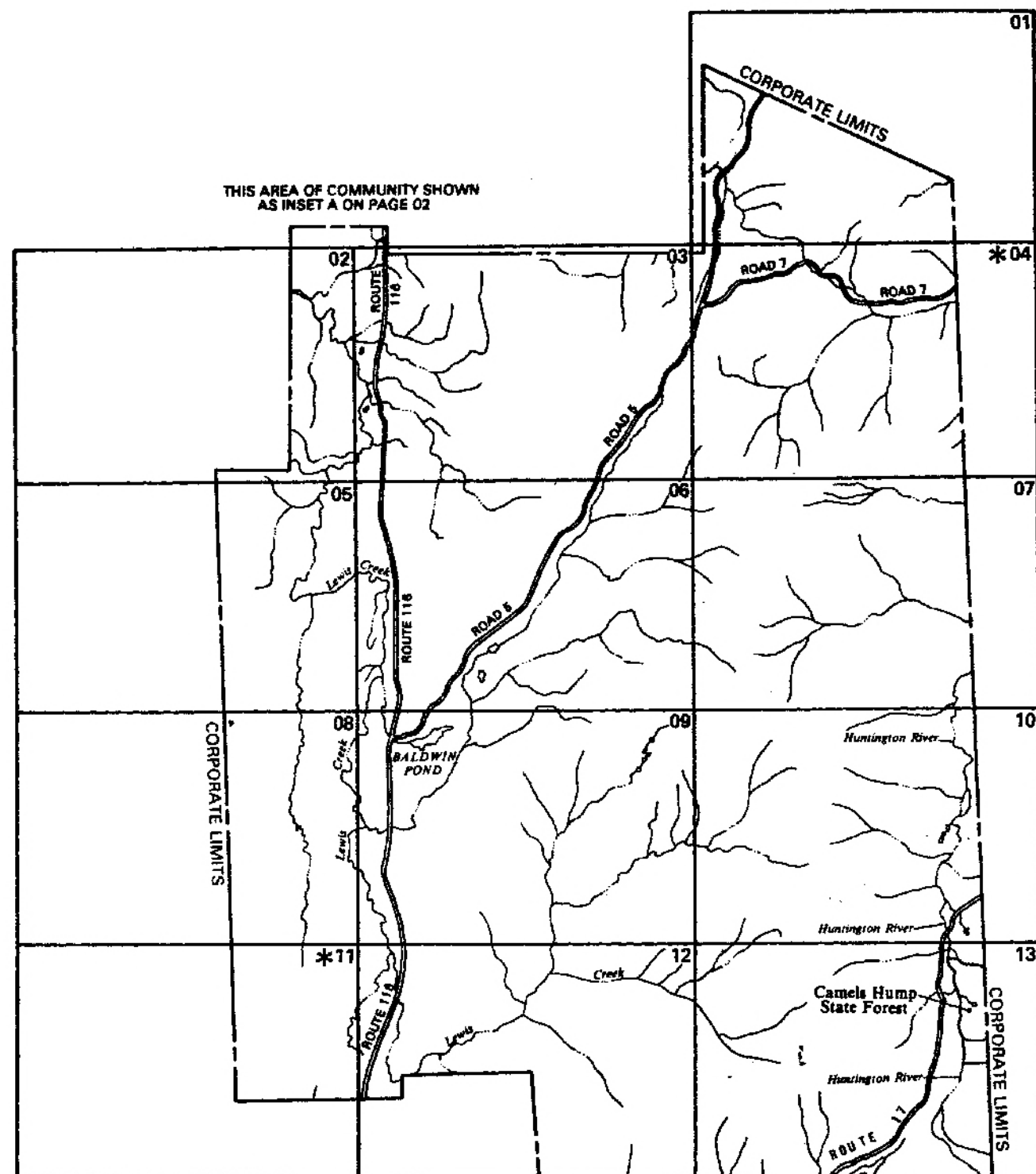
Seller: Arthur A. Yandow 9/8/25 Seller: (Signature) (Date)

Seller: Susan Ann Yandow 9/8/25 Seller: (Signature) (Date)

Buyer acknowledges receipt of this Disclosure. It is the Buyer's responsibility to review any attached or linked maps for information regarding potential flood hazard areas affecting the Property. There may be map amendments or other information available at <https://msc.fema.gov/portal/home>.

Buyer: (Signature) (Date) Buyer: (Signature) (Date)

Buyer: (Signature) (Date) Buyer: (Signature) (Date)



ZONE DESIGNATIONS

Base Flood Elevation Li
Base Flood Elevation
Elevation Reference M
River Mile

A flood insurance map displ
flood hazards. The zone des

Zone	
A	Areas of 100-year
A0	Areas of 100-ye velocity (feet per s
AH	Areas of 100-year flood elevations a
A1-A30	Areas of 100-year
A99	Areas of 100-year flood elevations a
B	Area between lim where depths less
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V	Areas of 100-ye hazard factors not
V1-V30	Areas of 100-ye hazard factor dete

Certain areas not in the spec
structures.

This map is for flood insuran
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Refer to the FLOOD INSURA
actuarial rates apply to struct

To determine if flood insuran
National Flood Insurance Pro

INITIAL IDENTIFICATION
FLOOD HAZARD BOUND
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FLOOD INSURANCE RA



This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

