

Development Application Town of Stowe Planning & Zoning Department PO Box 730

Stowe, VT 05672

Telephone: (802) 253-6141

To be assigned)	
Date Received:	

Project #

This form serves as an application for all requested zoning and subdivision

Property Owner Information Property Owner NR Holdings LLC **Mailing Street Address** 866 River Road, Stowe, VT 05672 City, State and Zip Telephone Number **Email** Applicant Information (Relationship to Owner) □ Owner (If so, skip to property information) □ Lessee □ Architect/Designer 🖫 Agent for Owner □ Under purchase contract All information and correspondence is sent to applicant/contact. **Applicant Name** Nelson Riley IV Company (if any) **Mailing Street Address** 866 River Road, Stowe, VT 05672 City, State and Zip Phone Number **Email Property Information & Location Physical Address** 754 River Road, Stowe, VT 05672 Tax Map ID 07-299.000 | Span # 621-195-10332 Existing $Use_{\mbox{\scriptsize Land.}}$ 2 single family homes in development Proposed Use Planned Residential Development PRD Please briefly describe the proposed project, intended use, and/or development request below: A planned residential development (PRD) on an existing 13.3 acre lot. Residential use. 2 single family homes exist each with attached ADUs. PRD plans for 4 additional duplexes in clustered, secluded development. Establish 8 acres of dedicated open space with recreational trails & community features. For All Approvals: The below signed hereby agrees that the proposed work shall be done in accordance with the application, plan, specifications, and other associated documentation and that the work shall conform to all applicable town ordinances and regulations. Signing as an "Agent for Owner" indicates that the person signing has the permission of the owner to act on the owner's behalf. Additional permits may be needed from the State of Vermont and/or the Town of Stowe for development. Indicate if: Signature □ Property Owner OR Agent for Owner Date: 9/8/25

Additional application information is required on reverse side: >

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

Construction Information

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

Please answer the questions below for all projects:

	Yes □ No 🛛
Will over ½ acre of land be graded or disturbed?	Yes □ No 🛚
Will the development create an additional ½ acre of impervious surface?	Yes □ No 🛚
	Yes □ No 🛛
	Yes □ No 🙀
	Yes □ No 🙀
Is any portion of the building rented out?	Yes □ No 🛛
Is an Act 250 permit or amendment required?	Yes □ No 🛚

Maximum Bldg. Height: 13' * Building Height is defined as the vertical distance measured from the average elevation of the proposed finished grade at the front or rear of the building to the highest point of the roof for flat and mansard roofs, and to the average height between eaves and ridge for other types of roofs. On sloping sites the height will be measured on the uphill side.

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

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

New Rooms: # Bathrooms:	# Bearooms:	# Kitchen	S:
Please complete the fee calculation below for all a	applications:		
Zoning Permit Fees - Single & Two-Family Dwellings (Per	mitted Uses)	Fee/Sq. Ft.	Fee Require
Enclosed building spaces per sq. ft (heated & unheated)		\$0.30	
Unenclosed building spaces per sq. ft (i.e., decks, open porche	s, etc.)	\$0.10	
Structures other than buildings (i.e., ponds, tennis courts, fend	ces, etc.) - per structure	\$60.00	
Minimum application fee for Single & Two-Family Dwellings/	Permitted Uses	\$60.00	
		Fee:	\$
Zoning Permit Fees - Conditional Uses (Commercial & Mu	lti-Family Uses)	Fee/Sq. Ft.	Fee Require
Enclosed building spaces per sq. ft (heated & unheated)		\$0.40	
Unenclosed building spaces per sq. ft (i.e., decks, open porche	s, etc.)	\$0.25	
Structures other than buildings (i.e., ponds, tennis courts, fend	ces, etc.) - per structure	\$100	
Administrative amendment by Zoning Administrator		\$75.00	
		Fee:	\$
Development Review & Public Hearing Fees		Fee/Sq. Ft.	Fee Require
Appeal of Action of Zoning Administrator		\$250.00	
Variance or Dimensional Waiver		\$250.00	
Conditional Use Review		\$250.00	
Ridgeline & Hillside Overlay District (RHOD) Review		\$250.00	
Design Review (Single-Family & Two-Family Dwelling)		\$60.00	
Design Review (All other uses except Single-Family & Two-Fa	mily Dwelling)	\$250.00	
Subdivision Review (includes PRD's & PUD's)			
Preliminary Layout Application (base fee)		\$250.00	250
Preliminary Layout (fee per unit or lot if equal to and/or more	e than 5 lots/units)	\$275.00	
Final Plat Application (base fee)		\$250.00	250
Final Plat Application (additional fee per unit or lot if prelimir required)	nary layout was not	\$150.00	
Minimal Alteration reviewed by Zoning Administrator		\$100.00	
Other subdivision applications/amendments requiring DRB a	pproval	\$250.00	
		Fee:	\$ 500
Signs		\$70.00	

Additional Recording Fee for decision notice	\$15.00/page	\$ _ 15
Additional Recording Fee for permit	\$15.00/page	\$ _ 15
Additional Recording Fee for Mylar	\$25.00/sheet	\$ _ 25
Total Application Fee Including Recording		\$ _ 555

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

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

<u>OF</u>	FFICE USE ONLY	
Date Received	Permit Fee	\$
Zoning District	Recording Fee	\$
Overlay District	TOTAL FEE	\$
Approved Date Effective Date Expiration Date		Cash
Denied Date Reason	Referred Hearing Date	
Comments/Conditions		
Zoning Administrator	 Date	
For assistance, please contact the Pla	anning & Zoning Department of 25 PandZ@stowevt.gov	53-6141 or by email at

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

754 River Road

Application for Planned Residential Development



01. Project Narrative

The proposed project at 754 River Road seeks approval for a Planned Residential Development (PRD) on a 13.3-acre parcel within Stowe's RR-2 zoning district. The development will cluster four new duplex buildings—totaling eight additional dwelling units—along with two existing single-family homes and their attached ADUs, resulting in a total of 12 dwelling units including ADUs. The two existing homes were previously permitted and constructed in compliance with RR-2 standards, and they are incorporated into the PRD as legally conforming structures. The project preserves over 65% of the parcel—8.7 acres—as contiguous open space, featuring a shared trail network, pond, and communal amenities that support the town's goals of preserving rural character, encouraging compact development, and fostering community connection.

No new public roads or curb cuts are proposed; access will be managed via a shared private roadway off River Road (Willow Tree Lane) that is contained within a 50' ROW. The project respects all standard dimensional requirements of the RR-2 district, and total density does not exceed what would be allowed under conventional subdivision. The project will also adhere to the Stowe Fire Department Construction Standards and DRB precedents, including maximum driveway grades, adequate turnarounds for emergency apparatus, and sufficient right-of-way widths, ensuring safe year-round access. An HOA will be established to maintain the shared driveway, stormwater features, and preserved open space.

All development activity will conform with erosion prevention and sediment control best practices. The layout and orientation of the homes minimize excavation, limit tree clearing to already disturbed zones, and protect natural features and scenic viewsheds, in keeping with the intent of both the Zoning and Subdivision Regulations.

Utilities will be extended or verified per state permitting requirements, with shared infrastructure prioritized for efficiency. The open space areas will be legally protected and managed by the HOA, ensuring perpetual stewardship. This PRD reflects the

objectives of the Stowe Town Plan by providing diverse housing opportunities in a low-impact, environmentally sensitive manner while preserving open space, protecting neighborhood character, privacy, and promoting long-term sustainability.

02. Dimensional Information

Density Calculations

Minimum Lot Area RR-2: 2 Acres

Lot Area: 13.3 Acres

Potential Conventional Lots: 6

Allowed Density Per Lot: 1 single family home with optional ADU OR 1 duplex (Stowe Zoning Regulations Table 6.3 page 94)

Existing Conforming Density: 2 single family homes with attached ADUs

Proposed Conforming Density: 2 single family homes with attached ADUs and 4 duplexes as 6 buildings total (as per Stowe Zoning Regulations 13.4(4) "In a PRD, the overall allowable density of development shall be the same as the density permitted by the underlying zoning district")

Lot Coverage

4704 Square Feet Existing

14944 Square Feet Proposed

579348 Square Feet Lot

0.81% Existing coverage

2.58% Proposed Coverage

N/A RR-2 Maximum Building Coverage (Stowe Zoning Regulations Table 6.2 page 93)

03. Lighting Plan

Light Type 1: Duplex Entry + Porch Sconces

Fixture Type: Wall-mounted LED sconce

Model: DarkSky DS-102-BZ

Quantity: 6 per duplex (2 entry door, 2 back porch, 2 side porch)

Location: Mounted adjacent to each entry door, on the exterior

facade.

Mounting Height: 7'-0" above finished grade

Color Temperature: 2700K warm white

Lumens: 450 lumens per fixture (low-output)

Shielding: Fully shielded / dark-sky compliant (bulb not visible)

Mounting Surface: Wood siding

Finish: Bronze powder-coat (non-reflective)

Hours of Operation: User controlled

Power Source: 120V hardwired

Cut Sheet: Included in appendix

Compliance Notes: Fixture is IDA Dark Sky Approved – No light spill above horizontal – No uplighting – No glare from public view

- Fully cutoff design

Property Line Illumination: Estimated 0.0 foot-candles at all lot lines due to shielding and low wattage.

Light Type 2: Pathway + Parking Area Lighting

Fixture Type: Low-profile solar-powered LED bollard

Model: SolTech PathGlow Mini

Quantity: 1 every 12 linear feet of path; approximately 30 total

fixtures for full buildout

Location: Along pedestrian pathways and perimeter of shared

parking areas

Mounting Height: 1'-0" above finished grade

Color Temperature: 2700K warm white

Lumens: 200 lumens per fixture (ultra-low output)

Shielding: Fully shielded with louvered top; light directed

downward only

Mounting Surface: Ground stake with stabilizer plate (concrete

optional)

Finish: Matte black powder-coated aluminum (non-reflective)

Hours of Operation: Dusk-to-dawn automatic operation via

built-in solar sensor

Power Source: Integrated solar panel with internal battery

(off-grid)

Cut Sheet: Included in appendix

Compliance Notes: Fixture is IDA Dark Sky Approved – No light spill above horizontal – No uplighting – No glare from public view

- Fully cutoff design

Property Line Illumination: Estimated 0.0 foot-candles at all lot lines due to ultra-low output, low mounting height, and tight

spacing

04. Statement of Schedule

Existing

The 2 single family homes with attached ADUs are to be completed in November of 2025, complete with landscaping & associated utilities.

Proposed

The 8 duplexes are to be completed in July of 2026, complete with sitework, road enhancements, landscaping & associated utilities. Construction would follow a logical sequence as follows: utilities, initial road work & site grading, foundation preparation (piers aka Ground Screws), construction, final site work, roads & landscaping.

05. Traffic Impact Report

Estimated Vehicle Trips Proposed

Data Source: ITE Trip Generation Manual, 10th Edition

Scenario A) Land Use Code 210: Single-family Detached Dwelling unit

Calculations:

- 12 dwelling units × 9.44 ADT = ~113.28 daily trips
- AM Peak Hour $(12 \times 0.74) = ~8.88 \text{ trips}$
- PM Peak Hour $(12 \times 0.99) = ~11.88 \text{ trips}$

Scenario B) Land Use Code 230: Residential condominium/townhouse

Calculations

- 12 dwelling units × 6.72 ADT = ~80.64 daily trips
- AM Peak Hour $(12 \times 0.44) = ~5.28 \text{ trips}$
- PM Peak Hour $(12 \times 0.52) = ~6.24$ trips

This encompasses the full proposed project scope. For reference, 10 units are 2 bedroom and 2 units are 3 bedroom, hence the inclusion of Code 230 numbers. No additional curb cuts are proposed. River Road is generally not a congested road and neither are its entrances/exits into Moscow and Route 100.

06. Easements & Shared Maintenance

Easements

Several easement agreements exist between the owners of the subject parcel and the neighboring parcels immediately to the south that shares Willow Tree Lane as an access (two 5 acre lots, recently subdivided from 10 acres, each with 1 Single Family Residence). The easements ensure access to the upper portion of the subject parcel by passing through the immediate neighboring parcel to the south.

See Exhibits A, B, C

Shared Maintenance Agreement

See Exhibit D

07. Home Owners Association

HOA Bylaws

See Exhibit E

08. Stormwater & Erosion Control

Numbers

Total disturbed area: 0.631 acres

Total new impervious surface: 0.423 acres

Stormwater Management Plan

See Exhibit F

Erosion Sediment Control Plan

See Exhibit G

09. Double Setback Waiver Request

Request

A waiver of the "double setback" requirement for the PRDs is requested, specifically for the new construction footprints in the wooded, private North West corner of the property. We propose that using standard RR-2 setbacks better supports the goals of the PRDs and Stowe Zoning Regulations on this specific site.

Criterion 1: Privacy

The proposed construction site is hidden from public roads and only minimally visible–through the woods–from the internal PRD road (Willow Tree Lane). None of the adjoining properties to the north or west with proposed single setbacks have any visual connection to the proposed building area, and all existing buildings on those parcels are located more than 700 feet away. Terrain between the site and neighboring parcels is either too steep or too wet (swamp) to be developable, providing a permanent natural buffer. The Cady Hill Trails Network also runs between the site and buildings located on the parcel to the North West. Neither the site nor trails are within view of each other through the thick forest and undulating terrain.

Criterion 2: Scenic & Natural Beauty

The proposed siting allows for the largest possible contiguous open space to be designated within the PRD, strengthens protection of natural resources, and preserves visual buffers. Other potential building sites within the parcel are all more visible (i.e. within open fields near the powerlines) and would break up the natural landscape with man made objects. The proposed construction site was selected to minimize additional clearing of forested sections of the property.

Criterion 3: Character of the Area

Assuming the same proposed construction site, utilizing double setbacks would have no measurable change on the character of the area as opposed to conventional single setbacks. The proposed site for new construction is secluded & private, which is in keeping with the character of the area and the goals of a PRD.

Summary

It is worth noting that an alternative site could be utilized by shifting the new building zone farther down the hill, but this only increases the excavation impact and worsens the experience of the site. No advantages in terms of privacy, character of the area, or scenic & natural beauty would be achieved by this. More likely each category would be slightly negatively affected.

10. View Analysis

See Exhibit F

From the proposed new construction site Route 100 is barely visible to the South East. No additional clearing of trees in that view shed is proposed. From route 100 the site is essentially imperceptible. Photos in the analysis paint the full picture.

11. Fire Dept. Road Standards & Fire Protection

The proposed internal roadway, Willow Tree Lane, has been designed in conformance with the Town of Stowe Fire Department Construction Standards and applicable Development Review Board precedents. The following elements demonstrate compliance:

Right-of-Way and Width

A 50-foot right-of-way is established in the site plan, consistent with subdivision and fire access requirements. The constructed travel lane within this right-of-way will maintain a width of 16–18 feet, sufficient to accommodate fire apparatus while limiting overall site disturbance. This width falls within the range approved in comparable PRD decisions, balancing safe access with the preservation of surrounding open space.

Grades and Alignment

The roadway has been aligned to achieve a maximum grade of 15% and an average grade of 11%, which conforms to the fire department's maximum allowable slope standards. These grades ensure that fire apparatus can safely access all proposed dwelling units year-round, with attention to traction and braking on steeper portions of the alignment.

Class 3 Road Requirement

Under 19 V.S.A. §302(a)(3)(B), a Class 3 town highway must be "negotiable under normal conditions all seasons of the year by a standard manufactured pleasure car," with sufficient surface and base, adequate drainage, and sufficient width to allow winter maintenance. Road designs meet or exceed these standards.

Turnaround

A fire truck turnaround is provided at the new construction site at the top of the internal access road, adjacent to the cluster of new duplex buildings. The turnaround dimensions meet fire department standards and are designed to accommodate the turning movements of a full-size fire truck. This ensures efficient maneuvering and egress for emergency vehicles without the need for backing over extended distances.

Construction and Surface

The road will be constructed to a durable, all-weather standard suitable for heavy vehicle loading, ensuring reliable year-round access. Staymat and or compacted gravel, well-crowed, will be the final surface condition. The HOA is responsible for snow-removal.

Building Fire Protection

The new duplex buildings are not required by code to be equipped with automatic sprinkler systems. However, each dwelling will be equipped with hard-wired smoke and carbon monoxide alarms installed in compliance with current Vermont Fire & Safety codes. These alarms provide early detection and occupant warning, supplementing the fire department's access provisions. Fire-rated walls between units and adequate spacing between buildings has also been incorporated.

Summary

The internal roadway system and associated fire safety measures have been designed to provide safe, efficient access for emergency services in full conformance with the Town of Stowe Fire Department standards. The combination of appropriate right-of-way, compliant grades, adequate roadway width, and a properly designed fire truck turnaround ensures that all residences within the PRD can be reached promptly by fire apparatus. Fire protection within the new dwellings is enhanced through code-compliant detection systems, ensuring a level of life safety consistent with state standards and the intent of the zoning regulations.

Stormwater Management & Erosion Control Plan

Planned Residential Development (PRD) - < Project Name or Address>

Total Disturbed Area: Less than 1/2 acre

Total New Impervious Surface: Less than ½ acre

1. Regulatory Compliance

This plan is submitted in accordance with Section 3.12 of the Stowe Zoning Regulations and incorporates best practices from the State of Vermont Erosion Prevention and Sediment Control (EPSC) Handbook. As the disturbed area is under $\frac{1}{2}$ acre and does not exceed the threshold for state stormwater permitting, a formal EPSC plan sealed by a registered engineer is not required, but the following minimum standards will be met.

2. Construction Phase Controls

- Minimized Disturbance: Site work will proceed in clearly defined phases, exposing only the smallest necessary area at a time.
- Stabilization Measures: Any soil that is disturbed and not being actively worked will be stabilized within 14 days using mulch, straw, seed, or temporary geotextile.
- Stockpile Management: Soil stockpiles will be covered with tarps or seeded and surrounded by silt fence.
- Perimeter Controls: Silt fence and/or compost sock will be installed downhill of all disturbed areas to prevent sediment migration.
- Stormwater Diversion: Surface runoff will be directed away from exposed soil using slope breaks, berms, or temporary swales.
- Weather Considerations: No grading or excavation will occur between October 15 and April 15 without a revised plan that includes winter-specific controls (e.g., straw wattles, erosion control blankets).

3. Post-Construction Stormwater Handling

- Drainage Pattern Preservation: Existing sheet flow patterns will be preserved to the maximum extent possible.
- Infiltration Practices: Rooftop runoff will be directed to vegetated areas or drywells to promote infiltration.

- No Increase in Runoff: The volume and rate of stormwater runoff from the site will not increase beyond property boundaries.
- Shared Open Space: Common areas will be vegetated and maintained by the HOA, providing substantial pervious surface for stormwater absorption.
- Parking Areas: Shared gravel driveways and parking areas will be crowned and drained to vegetated swales or rain gardens, if needed.

4. Maintenance and Monitoring

- The General Contractor will be responsible for installing, inspecting, and maintaining all EPSC measures weekly and after each rainfall of >0.5".
- The HOA, once formed, will be responsible for maintenance of shared infiltration features and vegetated swales, if applicable.
- All disturbed areas will be permanently stabilized with seed and mulch, erosion control matting, or native vegetation prior to project close-out.

Erosion and Sediment Control Plan

Project: Planned Residential Development (PRD) - 754 River Road, Stowe, VT

Disturbed Area: Less than 1/2 acre

Prepared to comply with: Stowe Zoning Regulations §3.12 and Vermont EPSC Standards

1. Tree Clearing

- Clearing shall be limited strictly to the minimum necessary to construct driveways, building footprints, and utilities.
- Cleared vegetation will be removed from the site or chipped and stabilized in designated staging areas.
- No trees or stumps shall be buried on-site.

2. Grading

- Grading shall proceed in phases to minimize the amount of soil exposed at one time.
- Areas not actively worked for more than 14 days shall be stabilized with seed and mulch or erosion control blanket.
- All slopes steeper than 3:1 shall receive immediate stabilization following grading.
- Soil disturbance is prohibited between October 15 and April 15 unless winter-specific measures are implemented (straw mulch, erosion control matting).

3. Road and Driveway Construction

- Driveway and road alignments shall be cleared and grubbed to the minimum width needed for travel and drainage installation.
- Disturbed areas along roadways shall be immediately stabilized with seed and mulch once construction activities are complete.
- Culverts or roadside ditches shall be installed concurrently with roadway grading to maintain existing drainage patterns.
- Erosion control measures (silt fence, compost socks, or stone check dams) shall be installed at all downslope edges of disturbed road areas until stabilization is achieved.

4. Stockpile Management

- Any temporary soil stockpiles shall be located away from drainageways and property lines.
- Stockpiles shall be surrounded with silt fence and stabilized with cover if inactive for more than 14 days.

5. Inspection and Maintenance

- The contractor shall inspect all erosion control measures weekly and after any rainfall greater than 0.5 inches.
- Any failed erosion controls shall be repaired or replaced immediately.
- All measures shall remain in place until permanent vegetation has been established.

Homeowners Association Bylaws

Planned Residential Development 754 River Road, Stowe, Vermont

These Bylaws are adopted by the members of the Homeowners Association (HOA) for the purpose of governing the operation, maintenance, and collective decision-making responsibilities related to the shared open space and other agreed-upon common elements within the Planned Residential Development.

- The HOA exists to manage, preserve, and enhance shared open space and any infrastructure or services pertaining to the common interests of the residential community.
- Each dwelling unit owner is automatically a member of the HOA. Each member has one equal vote.
- A Board of up to three members shall be elected. If fewer than three owners exist, the Board may consist of fewer members..
- In-person or virtual meetings are optional and may be called by any member. Email shall serve as the primary method of communication and governance.
- All votes shall be conducted via registered email. A simple majority of responses received within 10 days shall decide.
- Each household must register one official email address for voting and official communications.
- Members are encouraged to engage in open dialogue via group email threads prior to votes or major decisions (or in person!).
- A budget proposal shall be circulated by email at least once per year for review and comment.
- Annual dues shall be determined by member vote and shall be split evenly between all units.
- All HOA funds shall be held in a bank account accessible to the Board or a designated treasurer. Basic financial statements shall be shared annually.
- The HOA is responsible for maintaining and improving all shared open space areas.
- Shared open space shall remain undeveloped and open in perpetuity.
- The scope and method of open space maintenance shall be approved by member vote, including contractor selection if applicable.
- Members agree to first attempt resolution of disagreements through direct, good-faith communication and, if necessary, informal mediation.
- The HOA may vote to carry liability insurance covering shared space and/or volunteer directors.
- All official HOA decisions, votes, and budget approvals shall be archived digitally and shared upon request.
- Members may volunteer for roles such as treasurer, secretary, or maintenance coordinator, but no position is mandatory.
- These bylaws may be amended at any time by majority vote via email.
- These bylaws are subordinate to the Stowe Zoning & Subdivision Regulations and applicable Vermont statutes.

Exhibit

002299

Barcode ID: 472343 Type: LAN File# 2024-00002299

BK 1234

PG 75-76

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that Melanie Young Bouchard, aka Melanie Bouchard Lemnah, Trustee of the Melanie Young Bouchard Revocable Living Trust, of Stowe, County of Lamoille and State of Vermont in consideration of One Dollar and Other Good and Valuable Consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to Nelson S. Riley, III, Jeannine H. Riley, and Nelson S. Riley, IV, of Stowe, County of Lamoille and State of Vermont, as joint tenants, an easement over lands owned by Grantor in the Town of Stowe, County of Lamoille and State of Vermont described as follows viz:

Being a driveway easement for ingress and egress, including the location of utilities, 50 feet in width, in a location generally depicted on a Survey titled "Two Lot Subdivision for Stewart P. & Reba R. Bouchard, 754 River Road, Stowe, Lamoille County, Vermont" prepared by Little River Survey Company, L.L.C. dated July 2002, and recorded September 5, 2002, in Map Book 13, Page 94 of the Town of Stowe Land Records (the "Survey").

The easement location is where the so-called "30 Foot Access & Utility ROW" depicted on the Survey exits Lot A, previously owned by Stewart P. & Reba R. Bouchard, onto Lot B consisting of 10.1 acres; now subdivided into Lot B-1 being 5.03 acres, and Lot B-2 being 5.07 acres by virtue of Town of Stowe Subdivision Permit issued in "Project 7396-778 River Rd 2-Lot subdivision" dated August 20, 2024; thence continuing a short distance on Lot B in a southwesterly direction along the existing driveway providing access to Grantor's Lot B-1 and B-2, known as 778 River Road; before switching back in a generally northerly direction, along an existing access way, toward the upper portion of Lot A, before re-entering Lot A, as depicted on the Survey.

The driveway easement is located 25 feet on either side of the existing centerline of the access way and is for the benefit of and appurtenant to that real property or any portion of such property in the Town of Stowe, County of Lamoille and State of Vermont conveyed to Grantees by Administrator's Deed of Jody R. Bouchard, Administrator of the Estate of Stewart P. Bouchard, Sr. dated July 11, 2023 and of record in the Town of Stowe Land Records in Book 1230 at Page 3; and encumbers the lands owned by Grantor described in the Corrective Quitclaim Deed of Melanie Bouchard Lemnah (aka Melanie Young Bouchard), Trustee of the Melanie Young Bouchard Revocable Living Trust, joined by Melanie Bouchard Lemnah in her personal capacity, and Derek Lemnah to Melanie Bouchard Lemnah (aka Melanie Young Bouchard), Trustee of the Melanie Young Bouchard Revocable Living Trust dated December 23, 2014 of record in Book 900 at Page 31 of the Town of Stowe Land Records.

Grantor reserves the right to place a drilled well in the location generally depicted on Plans associated with Vermont Water System and Wastewater Supply Permit WW-5-2013-5 which may or may not actually be within the driveway easement area.

Reference may be had to the aforementioned deed and its records, and to all prior deeds and their records in the Town of Stowe Land Records, for a more complete and particular description of the herein conveyed land and premises.

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said Nelson S. Riley, III, Jeannine H. Riley, and Nelson S. Riley, IV, as joint tenants, their heirs and assigns forever.

IN WITNESS WHEREOF Melanie Young Bouchard, aka Melanie Bouchard Lemnah, Trustee of the Melanie Young Bouchard Revocable Living Trust has caused this deed to be executed at Stowe, County of Lamoille and State of Vermont on the date set forth below.

> Melanie Young Bouchard Revocable Living Trust

Transfer Received 9.6.2024
Town Clerk, Stowe, VT

By: Melarie Bouches & Melanie Young Bouchard, Trustee

STATE OF VERMONT COUNTY OF LAMOILLE, SS.

At Stowe, Vermont this 4th day of September, 2024 personally appeared Melanie Young Bouchard, aka Melanie Bouchard Lemnah, Trustee of the Melanie Young Bouchard Revocable Living Trust and she acknowledged this instrument by her sealed and subscribed to be her free act and deed and the free act and deed of the Melanie Young Bouchard Revocable Living Trust.

Before me, Notary Public

JPR:sg [12082-1]

> Received for Record at Stowe, VT On 09/06/2024 at 02:30:00 PM Attest: Penny Davis, Town Clerk

Notary Public State of Vermont Commission Expires: 1/31/2025 Commission #: 0000915

Exhibit 002301

Barcode ID: 472347 Type: LAN
File# 2024-00023013
BK 1234 PG79-80

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that Nelson S. Riley, III, Jeannine H. Riley, and Nelson S. Riley, IV, of Stowe, County of Lamoille and State of Vermont, in consideration of One Dollar and Other Good and Valuable Consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to Melanie Young Bouchard, aka Melanie Bouchard Lemnah, Trustee of the Melanie Young Bouchard Revocable Living Trust, of Stowe, County of Lamoille and State of Vermont, an easement over lands owned by Grantors in the Town of Stowe, County of Lamoille and State of Vermont described as follows viz:

Being an easement for ingress and egress, including the location of utilities, 50 feet in width, in the location generally depicted on a Survey titled "Two Lot Subdivision for Stewart P. & Reba R. Bouchard, 754 River Road, Stowe, Lamoille County, Vermont" prepared by Little River Survey Company, L.L.C. dated July 2002, and recorded September 5, 2002, in Map Book 13, Page 94 of the Town of Stowe Land Records (the "Survey").

The easement location is generally where the so-called "30 Foot Access & Utility ROW" is depicted on the Survey, from River Road, a Stowe Town Highway, across Lot A, then being owned by Stewart P. & Reba R. Bouchard, onto Lot B consisting of 10.1 acres, now subdivided into Lot B-1 being 5.03 acres, and Lot B-2 being 5.07 acres by virtue of Town of Stowe Subdivision Permit issued in "Project 7396-778 River Rd 2-Lot subdivision" dated August 20, 2024. The precise location is to be established and finalized on a Survey of Grantors' Lot A.

The easement is for the benefit of and appurtenant to that real property or any portion of such property in the Town of Stowe, County of Lamoille and State of Vermont conveyed to Grantee by the Corrective Quitclaim Deed of Melanie Bouchard Lemnah (aka Melanie Young Bouchard), Trustee of the Melanie Young Bouchard Revocable Living Trust, joined by Melanie Bouchard Lemnah in her personal capacity, and Derek Lemnah to Melanie Bouchard Lemnah (aka Melanie Young Bouchard), Trustee of the Melanie Young Bouchard Revocable Living Trust dated December 23, 2014 of record in Book 900 at Page 31 of the Town of Stowe Land Records.

Grantee presently has an access easement 30' in width along the Easement Area and the purpose of this Deed is to establish that the right of way benefitting Grantee's Lot B-1 and Lot B-2 is now agreed to be 50' in width.

Reference may be had to the aforementioned deed and its records, and to all prior deeds and their records in the Town of Stowe Land Records, for a more complete and particular description of the herein conveyed land and premises.

TO HAVE AND TO HOLD all right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said Melanie Young Bouchard, aka Melanie Bouchard Lemnah, Trustee of the Melanie Young Bouchard Revocable Living Trust, her heirs and assigns forever.

IN WITNESS WHEREOF Jeannine H. Riley has caused this deed to be executed at Montpelier, County of Washington and State of Vermont on the date set forth below.

STATE OF VERMONT COUNTY OF WASHINGTON, SS.

At Montpelier, Vermont this 3rd day of September, 2024 personally appeared Jeannine N. Riley and acknowledged this instrument by her sealed and subscribed to be her free act and deed.

John P. Riley Notary Public State of Vermont

Notary Public State of 1/31/2025
Commission Expires: 1/31/2025
In WITNESS WHEREOF Nelson S. Riley, III and Nelson S. Riley, IV harmmission #: 0000915
It his deed to be executed at Stowe, County of Lampille and State of the Sta caused this deed to be executed at Stowe, County of Lamoille and State of Vermont on

the date set forth below.

Transfer Received 9.6.2024
Town Clerk, Stowe, VT

STATE OF VERMONT COUNTY OF LAMOILLE, SS.

At Stowe, Vermont this 4th day of September, 2024 personally appeared Nelson S. Riley, III and Nelson S. Riley, IV and acknowledged this instrument by them sealed and subscribed to be their free act and deed.

Before me, Juhy

JPR:sg [12082-1]

Received for Record at Stowe, VT On 09/06/2024 at 02:31:00 PM Attest: Penny Davis, Town Clerk

John P. Riley
Notary Public State of Vermont Commission Expires: 1/31/2025 Commission #: 0000915

Exhibit

002303

File# 2024-00002303 PG83-89

BK 1234

SHARED DRIVEWAY MAINTENANCE AGREEMENT

THIS SHARED DRIVEWAY MAINTENANCE AGREEMENT (hereinafter "Agreement") is made and entered into by and between Melanie Young Bouchard, Individually and as Trustee of the Melanie Young Bouchard Living Revocable Trust, of 778 River Road, Stowe, Vermont (hereinafter "M. Bouchard"), and Nelson S. Riley, III, Jeannine N. Riley, and Nelson S. Riley, IV of 754 River Road Stowe, Vermont. (hereinafter "Riley"). The above parties are collectively referred to hereinafter as "the Parties".

Background

- As more specifically described below, the Parties are the owners of two (2) adjacent parcels of land located at 778 River Road and 754 River Road, in the Town of Stowe, Vermont.
- Nelson S. Riley, III, Jeannine N. Riley, and Nelson S. Riley, IV are the owners of a parcel of land with all improvements thereon and appurtenances thereto, being Lot A as depicted on a Plat entitled, Two Lot Subdivision for Stewart P. and Reba R. Bouchard, dated July 2002 and recorded in Map Book 13, Page 94, Slide 2002-00001394, of the Town of Stowe Land Records. Being further described as all and the same land and premises conveyed to Nelson S. Riley, III, Jeannine N. Riley, and Nelson S. Riley, IV by the Estate of Stewart P. Bouchard, Sr. by Administrator's Deed dated July 11, 2023 and recorded in Book 1230 at Page 3 of the Town of Stowe Land Records. Being further described as part of the land and premises conveyed to Stewart P. Bouchard and Reba Raymond Bouchard by Warranty Deed of Philias Joseph Bouchard, dated May 26, 1946 and recorded at Book 44, Page 424 of the Town of Stowe Land Records.
- Melanie Young Bouchard, Individually and as Trustee of the Melanie Young Bouchard 3. Living Revocable Trust, is the owner of a parcel of land with all improvements thereon and appurtenances thereto, being Lot B as depicted on the above referenced Plat entitled, Two Lot Subdivision for Stewart P. and Reba R. Bouchard, dated July 2002 and recorded in Map Book 13. Page 94, Slide 2002-00001394 of the Town of Stowe Land Records. Being further described as the same lands and premises conveyed to Melanie Young Bouchard and Jeffrey Emmitt Fountain by

Quitclaim Deed of Stewart Philias Bouchard, Sr. and Reba Raymond Bouchard dated October 3, 2002 and recorded in Book 481, Page174 of the Town of Land Records, and as modified by Corrective Quitclaim Deed of Stewart Philias Bouchard, Sr. and Reba Raymond Bouchard dated October 29, 2002 and recorded in Book 485, Page 232 of the Town of Stowe Land Records. Being further described as the same land and premises conveyed by the Vermont Corrective Quitclaim Deed of Melanie Bouchard Lemnah, (a/k/a Melanie Young Bouchard) Trustee of the Melanie Young Bouchard Revocable Living Trust, Melanie Bouchard Lemnah in her individual capacity, and Derrick Lemnah to Melanie Bouchard Lemnah, (a/k/a Melanie Young Bouchard) Trustee of the Melanie Young Bouchard Revocable Living Trust, which Deed is dated December 23, 2014, and recorded in Book 900 Page 31 of the Town of Stowe Land Records.

- 4. The M. Bouchard Property (Lot B) is benefited by a driveway easement of unspecified width over the Riley property (Lot A), as depicted on the above referenced Plat (which depicts it as 30 feet in width) entitled, Two Lot Subdivision for Stewart P. and Reba R. Bouchard, dated July 2002, and as described in the 2002 above-referenced quitclaim deeds of Stewart Philias Bouchard and Reba Raymond Bouchard (the "Lot B Access Easement"). By an express easement of even date hereof from Riley to M. Bouchard, the width of the Access Easement benefitting the M. Bouchard property on Lot A is being expanded to a width of 50 feet.
- 5. The M. Bouchard Property (Lot B) is to be subject to a short access easement over the M. Bouchard Property (Lot B), to provide access to the so-called Upper or Rear Portion of Lot A in the general location as depicted on the above referenced Plat, and as being confirmed by an express easement from M. Bouchard to Riley of even date hereof (the "Lot A Access Easement")
 - 6. The Lot B Access Easement is shared by the Parties hereto.
- 7. A portion of the Lot A Access Easement, being the portion extending from the Lot A and Lot B common boundary; over Lot B; to the location where the Lot A Easement leaves the Lot B Driveway, is also shared by the Parties hereto (hereinafter the "Additional Shared Portion Access Easement"). The portion of the Lot A Access Easement that leaves the Lot B Driveway, in a generally

Northerly Direction before reaching the back or upper portion of Lot A, is not a shared cost between the Parties.

- 8. Reference is made to the M Bouchard Town of Stowe pending subdivision application proposing to subdivide the M Bouchard Property into two residential lots; and a preliminary subdivision plan of the Riley Property titled "Subdivision & Boundary Line Adjustment Plat of Land Belonging to Riley" by Donald A. Johnston, L.S. ("Riley Subdivision Plan"). If permitted and completed, the Riley Subdivision Plan would subdivide the Riley Property into four residential lots with Lot 4 being the upper or rear portion of the Riley Property that is benefitted by the Lot A Access Easement. For purposes of this Agreement the Bouchard lots are designated B-1 and B-2, and the Riley proposed subdivided lots are designated A-1, A-2, A-3, and A-4.
- 9. M. Bouchard and Riley wish and desire to set forth and memorialize their agreements as to sharing of costs for the repair, maintenance and replacement of the Shared Portions of the Access Easements, between themselves, and future owners of subdivided lots

NOW THEREFORE, in consideration of Ten or More Dollars and in consideration of the promises and mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree and confirm as follows:

Section 1. Shared Cost. M. Bouchard and Riley agree that the cost of the repair, maintenance (including snow removal) and replacement of the Lot B Access Easement and Additional Shared Portion Access Easement shall be equally shared by all lots that now or in the future make use of any portion of the Access Easements in the manner set forth below in Section 2. It is further understood and agreed that should either party or their heirs, successors or assigns undertake any other subdivision of existing Lot A, or Lot B, that necessitates the expansion, improvement, or modification of the Lot B Access Easement and/or Additional Shared Portion Access Easement, such costs and expenses to undertake and effectuate such expansion, improvement, or modification of the existing Access Easements, shall be at subdividing Party's sole cost and expense.

Section 2. Manner of Sharing Costs.

- A. "Bouchard Meadow Lane" is deemed to be that private roadway from the Stowe River Road, crossing the lands of Riley in a northwesterly and then southwesterly direction, and continuing southwesterly for a short distance on the M. Bouchard land, consisting of the Lot B Access easement, and Additional Shared Portion Access Easement, and terminating where the Lot A Access Easement leaves the Bouchard Driveway, at which point the roadway splits into the remainder of the Lot A Access Easement, and the balance of the Bouchard Driveway rights-of-way, none of which are deemed to be Bouchard Meadow Lane.
- B. Each of the parties hereto shall have free access to and use of Bouchard Meadow Lane, as the same is now situated, for the exclusive purpose of ingress, egress, and utility line access, for themselves and their respective licensees and invitees, to their respective lands and premises.
- C. The expenses of maintaining, repairing, and improving Bouchard Meadow Lane at any particular time shall be assessed to the owner(s) of each of the parcels of land requiring use of Bouchard Meadow Lane for ingress from and egress to a public highway at that time, with an equal share of said expenses assessed to the owner(s) of each parcel. (Such expenses may include, but are not limited to, snowplowing and road grading.) By way of illustration, at the present time once the Bouchard Subdivision is completed, there are three parcels of land requiring use of Bouchard Meadow Lane, and as a result, the owner(s) of each of those three parcels shall be assessed one-third (1/3) of these expenses. By way of further illustration, if one of those parcels of land is subdivided into four lots and each developed at some point, there will be six parcels of land requiring use of Bouchard Meadow Lane, and as a result, the owner(s) of each of those six parcels shall be assessed one-sixth (1/6) of these expenses. The obligation of subdivided lots to share in expenses shall commence when development is commenced on a lot, development being defined as the commencement of excavating for a foundation.
- D. Each parcel of land requiring use of Bouchard Meadow Lane shall be entitled to one (1) vote, to be exercised by that parcel's owner(s), on all matters regarding the maintenance, repair and

improvements of Bouchard Meadow Lane and any budget therefor, with all such matters requiring a majority of the outstanding voting interest for approval.

E. If expenses for the maintenance, repair, or improvement of Bouchard Meadow Lane are approved in accordance with Paragraph No. 2.C of this Agreement, then such expenses shall be set forth in a written invoice issued by the party contracted to perform the work and presented to the Parties to this Agreement (or any successors in title and interest as the case may be). Each Party shall have twenty (20) days to pay its designated share of such expenses (unless the invoice specifies a longer period of time for payment, in which case the time period specified in the invoice shall control). In the event a Party fails to timely pay its designated share, interest shall accrue at the then-current statutory rate.

Section 3. Employment of Service Providers. M. Bouchard and Riley, together with all future Lot owners, agree that they shall confer on an annual basis, on or before September 1st of each year, and mutually agree upon the individual or entity whom shall be employed to provide the mutually agreed services necessary to repair and maintain (including snow removal) for the Shared Portions of the Access Easements.

<u>Section 4. Right of Heirs, Successors and Assigns.</u> The terms and conditions of this Agreement shall run with the land and be binding upon the Parties hereto, their respective heirs, successors and assigns.

Section 5. Amendments. No amendments or modification to this Agreement shall be effective without a written amendment to this Agreement executed by the Parties hereto or their heirs, successors or assigns, and recorded in the Town of Stowe Land Records.

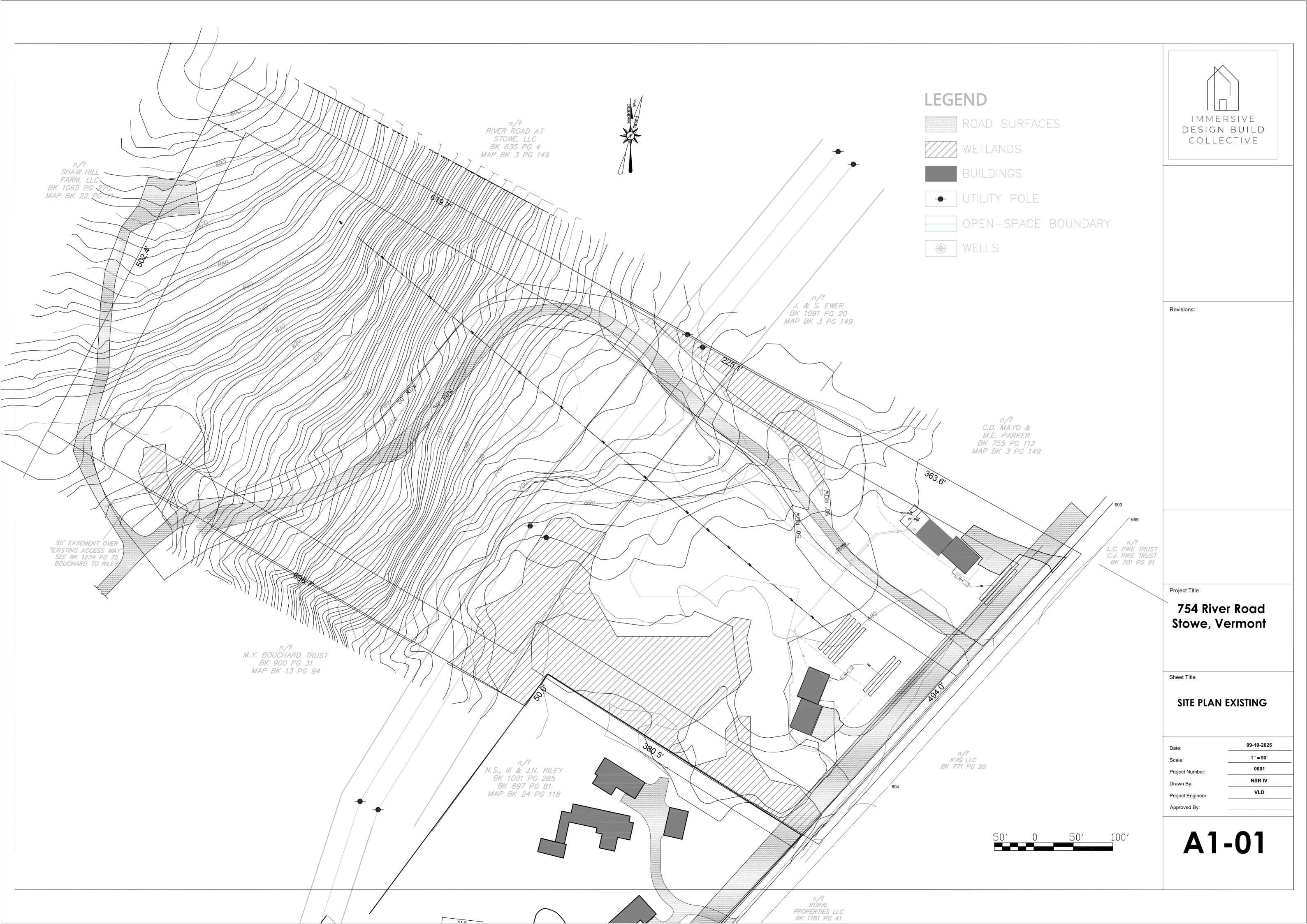
<u>Section 6. Entire Agreement</u>. This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the Parties, except as herein set forth.

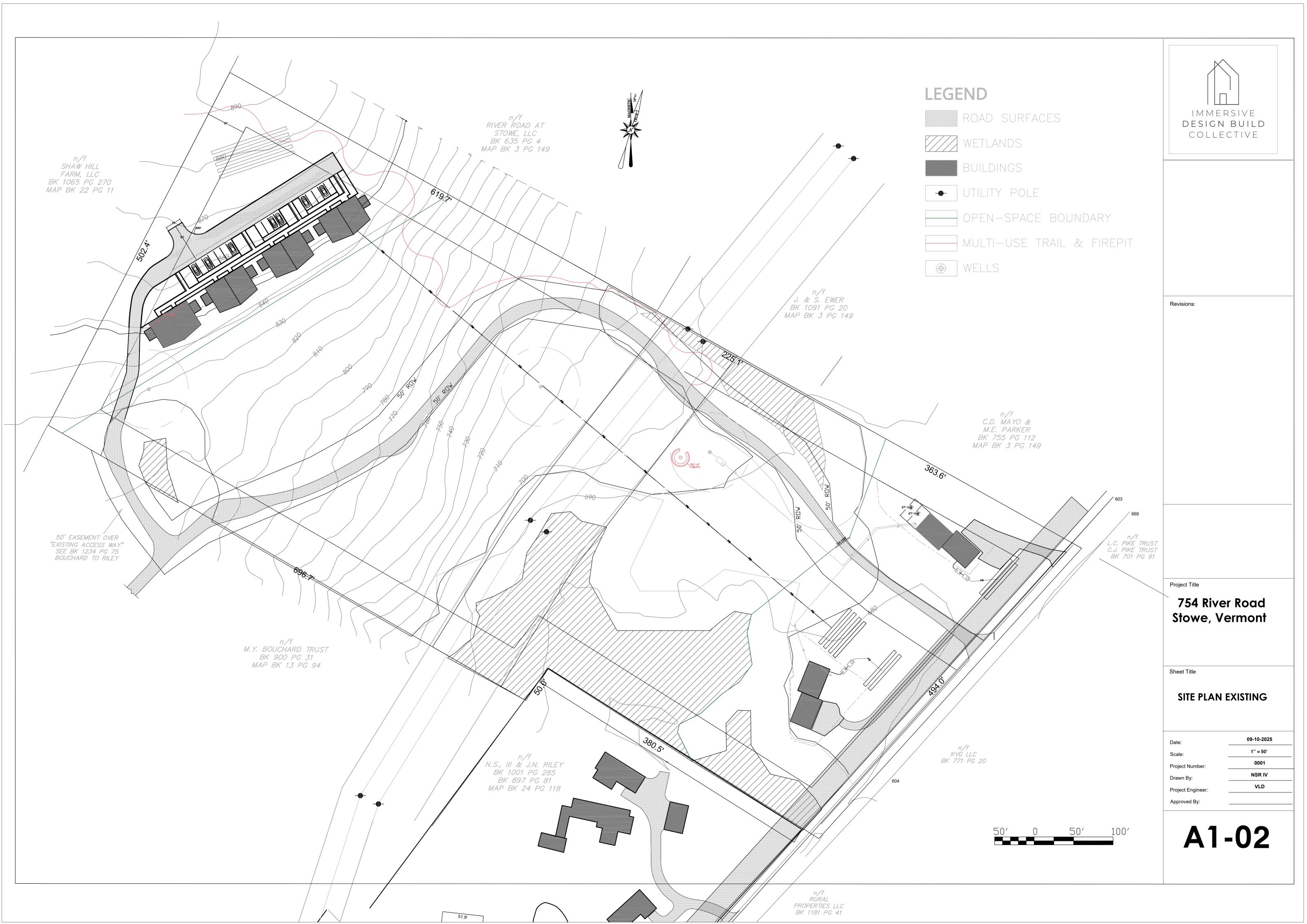
IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be
executed.
Dated at Stowe, Vermont this 4th day of September, 2024.
MELANIE YOUNG BOUCHARD, Individually and as Trustee of the Melanie Young Bouchard Living Revocable Trust
STATE OF VERMONT COUNTY OF LAMOILLE, SS.
At Stowe this day of September 2024, Melanie Young Bouchard, Individually and as Trustee of the Melanie Young Bouchard Living Revocable Trust personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed and the free act and deed as Trustee. Before me, Notary Public Notary Public Notary Public Notary Public Notary Public Notary Public
Dated at Montpelier, Vermont this 3 rd day of September, 2024. JEANNINE N. RILEY
STATE OF VERMONT COUNTY OF WASHINGTON, SS.
At Montpelier this 3 rd day of September 2024, Jeannine N. Riley personally appeared and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed. Before me, Notary Public
John P. Riley John P. Riley Notary Public State of Vermont Notary Public State of Vermont Commission Expires: 1/31/2025 Commission #: 0000915

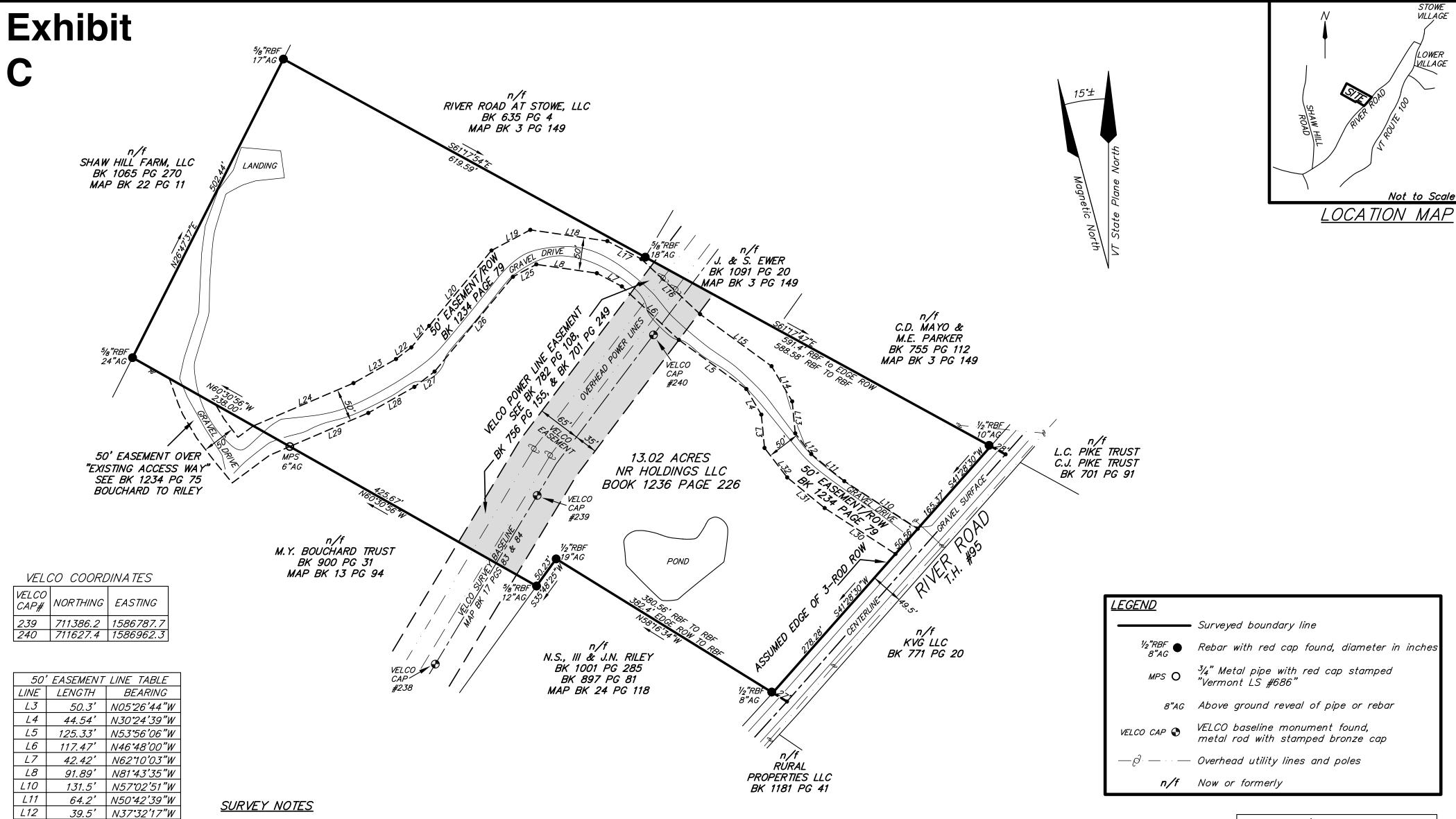
NELSON S. RILEY, III
NELSON S. RILEY, IV
STATE OF VERMONT COUNTY OF Larville, SS. At Stole [city] this 4th day of September 2024, Nelson S. Riley, III
and Nelson S. Riley, IV personally appeared and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.
Before me, Notary Public
Notary Public John P. Riley Light State of 181/2025 Notary Public

Dated at Stowe, Vermont this 4th day of September, 2024.

Received for Record at Stowe, VT On 09/06/2024 at 02:32:00 PM Attest: Penny Davis, Town Clerk







- 1. The on-site survey was completed in June 2024. Site detail depicted reflects existing conditions at that time. Location of underground utilities or structures was NOT included in this survey.
- 2. Bearings on this plat are oriented to the VT State Plane coordinate system via GPS observations.
- 3. River Road was assumed to be a 49.5' (3-rod) wide right-of-way per record survey plats and recovered corner monuments.
- 4. Reference the following survey plats on record with the Stowe Town Clerk:

Map Book 3 Page 149 dated Dec. 1980

L13

L14

L15

L16

L17

L18

L19

L20

L21

L22

L23

L24

L25

L26

L27

L28

L29

L30

L31

L32

48.1' N05°26'44"W

61.3' N30°24'39"W

N46°48'00"W

N62°10'03"W

N81°43'35"W

S61°59'46"W

S39°35'07"W

S39°35'07"W

S52°43′21″W

S60°31'21"W

S66°50'51"W

S61°59'46"W

S39°35'07"W

S52°43'21"W

S60°31′21″W

S66°50'51"W

N57°02'51"W

N50°42'39"W

55.8' N37'32'17"W

132.6' N53°56'06"W

121.1

57.8'

116.9'

66.1

146.8'

42.0'

29.0'

73.3'

163.6'

39.8'

184.6'

38.2'

79.5 '

128.2'

126.8'

Map Book 3 Page 149 dated Dec. 1980
Map Book 13 Page 94 dated Jul. 2002
Map Book 17 Page 83 dated Oct. 2007
Map Book 17 Page 84 dated Nov. 2007
Map Book 19 Page 93 dated Feb. 2011

Map Book 22 Page 11 dated Sep. 2016 Map Book 24 Page 118 dated Dec. 2023

5. Reference the following deeds on record with the Stowe Town Clerk: Book 1236 Page 226, N.S. III Riley to NR Holdings LLC

Book 1236 Page 222, J.N. & N.S. IV Riley to N.S. III Riley Book 1232 Page 45, Bouchard Estate to Riley et.al. Book 1230 Page 3, Bouchard Estate to Riley et.al.

SURVEYOR'S CERTIFICATE

TO: First American Title Insurance Company and NR Holdings, LLC: This is to certify that this Plat was prepared in accordance with 27 VSA 1403 and meets the relevant Accuracy Standards in effect in October 2024, as described in the Rules of the Vermont Board of Land Surveyors. The information shown hereon is the result of the collection and analysis of deeds of record, actual field measurements, parol evidence, and other state and local land records.

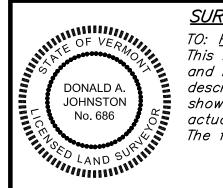
The field work was completed in June 2024. Donald A. Johnston VT LS #686

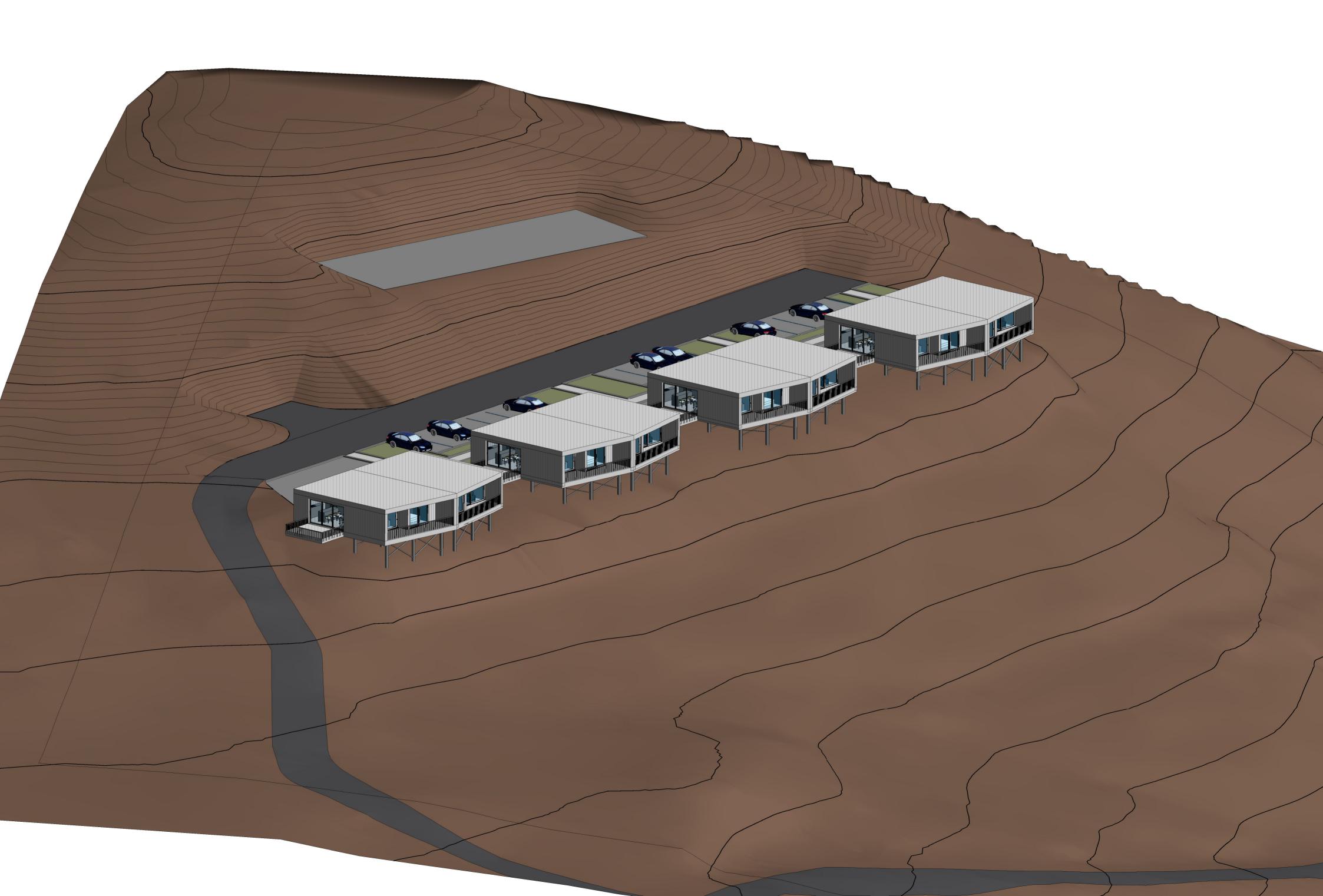
dba South Mountain Surveying PO Box 406, Bristol, VT Ó5443 (802-453-5513)

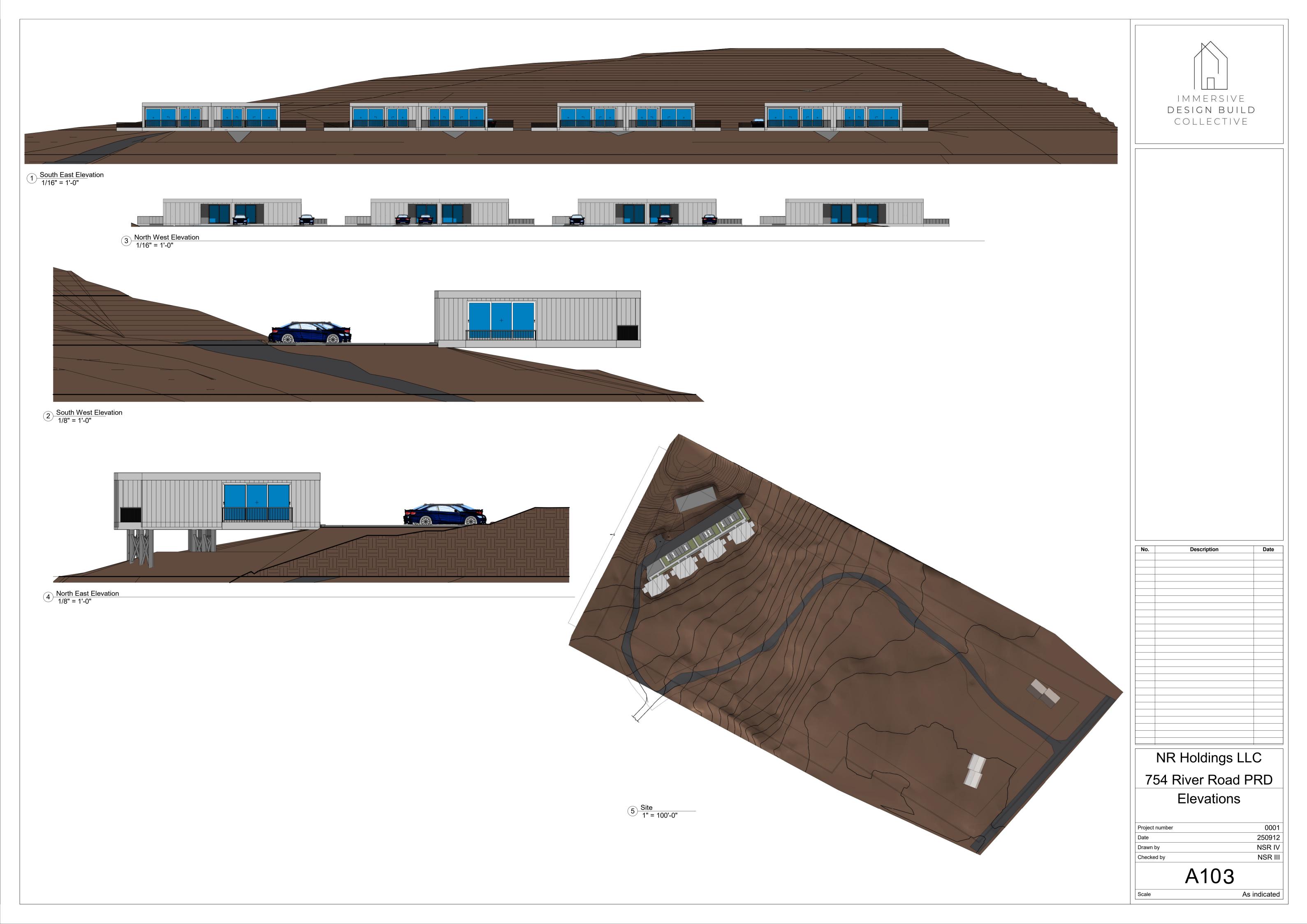
TOWN CLERK'S OFFICE - STOWE, VT DAY OF _______, 20_____ O'CLOCK____MINUTES __M REC'D & RECORDED BK____PG___SLIDE_

SURVEY PLAT LANDS BELONGING TO NR HOLDINGS LLC RIVER ROAD. TOWN OF STOWE LAMOILLE COUNTY, VERMONT

DATE: 23 OCTOBER 2024 DWG: 23014-4			-		
SCALE: 1"	= 10	O FEET	SHEET	1 OF 1	
100 5	0 ()	100	20	00



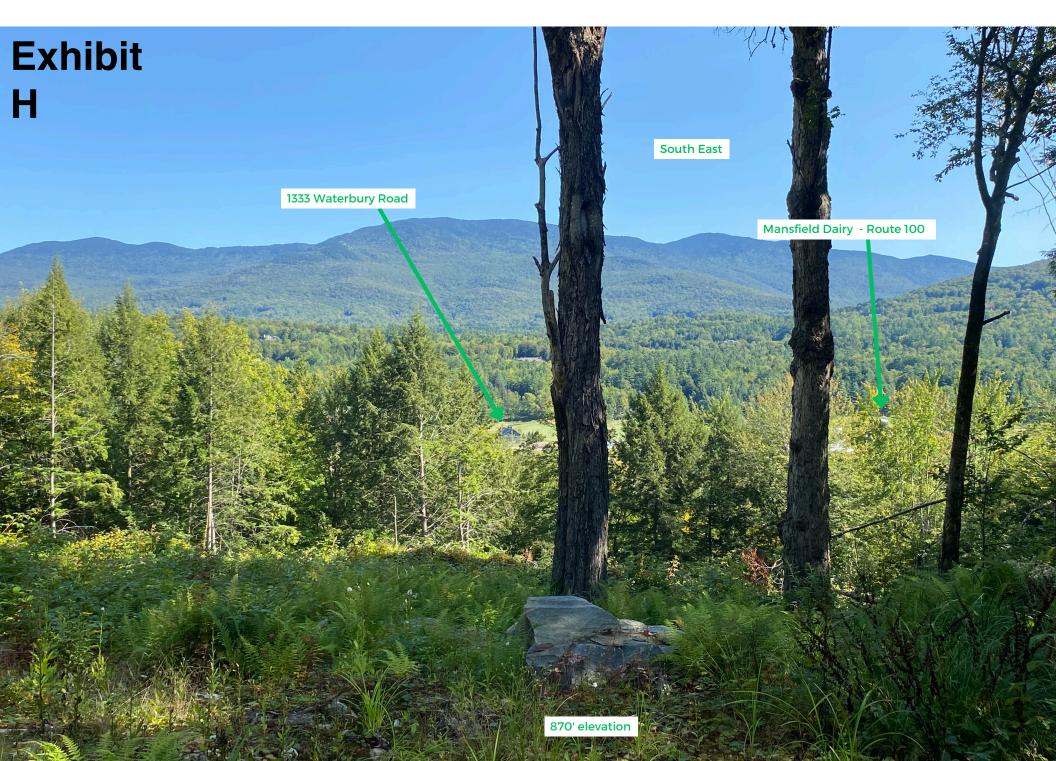






VIEW ANALYSIS

On Site View

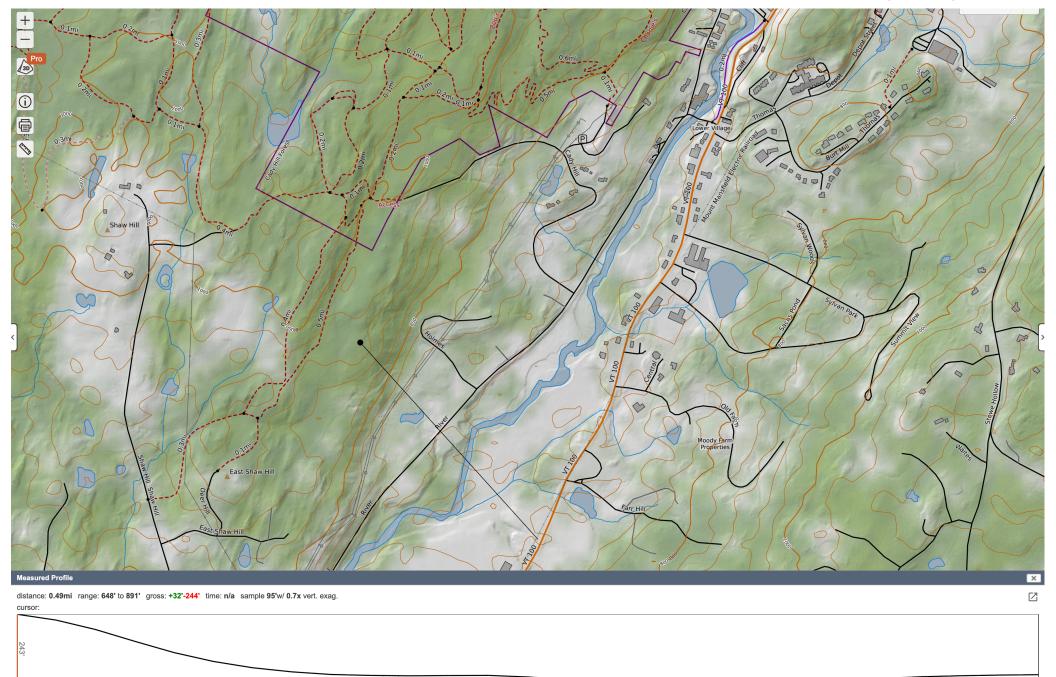




VIEW ANALYSIS

Cross Sectional Terrain Cut

(and Proximity to Cady Hill Trails)



VIEW ANALYSIS

