

#2

TOWN OF NORWICH
DEVELOPMENT REVIEW BOARD
AGENDA
Thursday, May 21, 2020

Act 92 OML compliant meeting in response to covid-19 will be conducted via ZOOM.

ZOOM Access Information:

Topic: Development Review Board

Time: May 21, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84884658321>

Meeting ID: 848 8465 8321

888 475 4499 US Toll-free

877 853 5257 US Toll-free

1. **Call to Order, Roll Call**
2. **Approve Agenda**
3. **Minutes – 2-20-2020**
4. **Public Comments & Announcements**
5. **Administrative Issues and Updates**
 - a. Election of Officers
 - b. Town Plan Adoption Update
6. **Boundary Line Adjustment**
 - a. **#4BLA20:** Metcalf/Stevens, Applicants and Landowners, Pattrell Rd. The Boundary Line Adjustment proposes to:
Transfer - 8.78+/- acres from 05-095.000(c) (undeveloped) to 05-095.200 (developed).
7. **Public Hearing: 7:15 PM**
 - a. **#46BSUB18:** Final Plan Review of a Subdivision Application by 38 Acres, LLC c/o John Lewis, Applicant and Landowner, to divide Lot 11-161.000 into 2 lots of approximately 4.62 acres and 35.78 acres at 201 Upper Loveland Road. Application to be reviewed under the Norwich Subdivision Regulations.
 - b. **#1BSUB20:** Preliminary Plan Review of a Subdivision Application by Robert G. Parker, Applicant and Landowner, to divide Lot 20-135.000 into 2 lots of approximately 1.36 acres and 8.37 acres at 421 Main Street. Application to be reviewed under the Norwich Subdivision Regulations.
8. **Other Business**
9. **Adjournment**

Future Meeting: TBD

DRB Minutes available at: <http://norwich.vt.us/development-review-board-minutes/>

To receive copies of Town agendas and minutes, please send an email request to be added to the town email list to the Town Manager's Assistant at: manager-assistant@norwich.vt.us.

TOWN OF NORWICH
DEVELOPMENT REVIEW BOARD
DRAFT MINUTES
Thursday, February 20, 2020

Members Present: Dean, Lawe, Teeter, Rotman, McCabe
Alternates Present: Pitiger
Staff: Francis (Clerk)
Public: Liz Egna

1. Call to Order, Roll Call: 6:40pm
2. Agenda:
Rotman moved and Pitiger seconded a motion to approve the agenda. Motion carried 6 — 0
3. Minutes:
Pitiger moved and Lawe seconded a motion to approve the minutes as amended of 8-15-19. Motion carried 6 — 0
Pitiger moved and Lawe seconded a motion to approve the minutes of 9-5-19. Motion carried 6 — 0.
4. Comments from Public: None
5. The next scheduled meeting is March 19, 2020
6. Administrative Issues:
The following members have terms that expire 4-3-20
Rotman, Stucker, Pitiger
7. Other Business:
Rotman requested that the presentation on zoning made at a public workshop by Francis be presented to the DRB. The group concurred. The presentation will be included on a future meeting agenda.
8. Boundary Line Adjustment:
#2BLA20: Transfer 60 acres from 168 Waterman Hill Rd, Lot 03-003.100 to 80 Waterman Hill Rd, Lot 03-003.300. The memo prepared by Francis was reviewed.

Pitiger moved and Rotman seconded a motion to authorize the Zoning Administrator to approve the filing with the Town of a final plat recording the boundary line adjustment between Lot 03-003.100 and Lot 03-003.300. Motion carried 6 — 0.
9. Public Hearing 7:05pm
Chair Dean opened the hearing. Francis read into the record the order from Judge Walsh dated February 19, (see attached) vacating the Court's October 28, 2019 Order remanding the matter (an appeal by John Eller of 194 Kendall Station Rd of a decision by the Zoning Administrator) back to the Norwich DRB.

As such, there was no basis to proceed with the hearing.

Rotman moved and Pitiger seconded a motion to close the hearing at 7:13pm. Motion carried 6 — 0

10. Adjournment

Rotman moved and Pitiger seconded a motion to adjourn at 7:15pm. Motion carried 6 — 0

Respectfully submitted,
Rod Francis

Future Meeting:

Thursday, March 19, 2020 at 7:00PM

DRB Minutes available at: <http://norwich.vt.us/development-review-board-minutes/>

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#6



From: Charlotte Metcalf smetcalf@sover.net
Subject: Fwd: Lot Line Adjustment applications
Date: February 6, 2020 at 10:16 AM
To: metcalf738@gmail.com

#4BLA20

TOWN OF NORWICH, VERMONT
APPLICATION FOR ZONING PERMIT

Owner(s): Charlotte Metcalf
Mail Address: 652 Pattrell Road Town Norwich ST VT Zip 05055
Day Phone: 649-3635 Eve Phone: Email: smetcalf@sover.net

Applicant (If Different): same
Mail Address: Town ST Zip
Day Phone: Eve Phone: Email:

Description of Proposed Development: Lot Line adjustment to annex an 8.78 acres parcel from Metcalfs Lot 5-95.c to Stevens Lot 5-95.2.

RR Zoning District: RR VRI VR II VB C/I AQ
Street Address: Pattrell Road, vacant lands Tax Map Lot # 5 - 95.c Lot Size: 8.78 acres

Building Setbacks- Road Right-of-way: N/A Right Boundary: Left Rear

Size of Building(s)/Additions: Structure A: Width Length Height

Structure B: Width Length Height Area: Footprint of Structure A

Additional Footprint of Structure B (if any) Total # of Parking Spaces

Estimated Date of Completion: Estimated Value \$ # of Bedrooms

Please Attach: Site Plan with building locations, well & septic locations, roads, driveways, and streams. Drawing of footprint of new construction and outlines of additional floors. Elevation Drawing of multi-story buildings.

The undersigned hereby agrees that the proposed development shall be built in accordance with the foregoing statements, attached plans, and in accordance with the zoning and subdivision regulations of the Town of Norwich, and certifies that the above is true, correct, and complete. The owner consents to inspections of the real estate that is the subject of the application by the Zoning Administrator at reasonable times.

Signature of Landowner (or Authorized Agent) [Signature] Date 2/6/20

Table with columns: Zoning Office Checklist, Additional Permits Required, Fees, Action, Dates. Includes items like Flood Hazard Area, Subdivision, Conditional Use, Site Plan Review, Lot Line Adjustment, Base Fee, Sq. Ft. x, # of Lots, Recording, Other, Total, Date Paid, To Finance, Variance, PRD, Driveway Access, Wastewater, Received, Complete, Granted, Refused, Posted at Site, Appeal By, Effective, Expires.

Signature of Zoning Administrator Date
Application/Permit # 4BLA20

#4 BLA20

TOWN OF NORWICH, VERMONT
APPLICATION FOR ZONING PERMIT

Owner(s): Robert & Elizabeth Stevens, Trustees

Mail Address: 643 Pattrell Road Town Norwich ST VT Zip 05055

Day Phone: _____ Eve Phone: _____ Email: _____

Applicant (If Different): Charlotte Metcalf

Mail Address: 662 Pattrell Road Town Norwich ST VT Zip 05055

Day Phone: 649-3635 Eve Phone: _____ Email: smetcalf@sover.net

Description of Proposed Development: Lot Line adjustment to annex an 8.78 acres parcel from Metcalfs Lot 5-95.c to Stevens Lot 5-95.2.

RR

Zoning District: RR VR I VR II VB C/I AQ

Street Address: Pattrell Road, vacant lands Tax Map Lot # 5 - 95.2^c Lot Size: 8.78 acres

Building Setbacks- Road Right-of-way: N/A Right Boundary: _____ Left _____ Rear _____

Size of Building(s)/Additions: Structure A: Width _____ Length _____ Height _____

Structure B: Width _____ Length _____ Height _____ Area: Footprint of Structure A _____

Additional Footprint of Structure B (if any) _____ Total _____ # of Parking Spaces _____

Estimated Date of Completion: _____ Estimated Value \$ _____ # of Bedrooms _____

Please Attach: Site Plan with building locations, well & septic locations, roads, driveways, and streams. Drawing of footprint of new construction and outlines of additional floors. Elevation Drawing of multi-story buildings.

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Signature of Landowner (or Authorized Agent)

 Date 2/8/20

Zoning Office Checklist:

- Flood Hazard Area
- Wetlands
- Septic Location
- Water Supply
- Parking
- Shoreline
- Aquifer Protection
- Permit Conditions
- Agricultural Exemption

Comments: _____

Additional Permits Required:

- Subdivision
- Conditional Use
- Site Plan Review

Lot Line Adjustment

- Variance
- PRD
- Driveway Access
- Wastewater

Fees:

Base Fee \$ _____
 Sq. Ft. x \$ _____
 # of Lots \$ _____
 Recording \$ _____
 Other \$ _____
 Total \$ _____
 Date Paid _____
 To Finance _____

Action Dates

Received _____
 Complete _____
 Granted _____
 Refused _____
 Posted at Site _____
 Appeal By _____
 Effective _____
 Expires _____

Signature of Zoning Administrator _____

Date _____

TO: Development Review Board
 FROM: Rod Francis, Planning Director
 RE: #4BLA20 Metcalf/Stevens
 DATE: 4-23-2020

Lots: 05-095.000c Charlotte Metcalf (undeveloped; 19.55+/- acres) Lands part of Parcel 5-95.000 south side of Patrell Rd, (developed; 192+/- acres)
 05-095.200 Robert and Elizabeth Stevens, Trustees (developed, 23.6+/- acres, 643 Pattrell Rd)

The Boundary Line Adjustment proposes to:

1. Transfer — 8.78+/- acres from 05-095.000(c) to 05-095.200. 05-095.000(c) is part of lands south of Patrell Rd which are developed. 05-095.200 is developed.

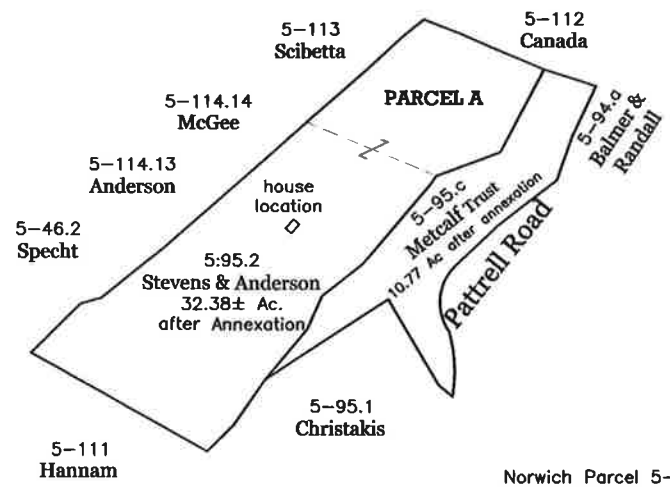
	05-095.000 c	05-095.200	Total Acres
Existing	19.55	23.6 acres	43.15+/- acres
Transfer	-8.78 acres	+8.78 acres	
Proposed	10.77 +/-acres	32.38+/-acres	43.15+/- acres

Criteria for Boundary Line Adjustment NSR §2.1 (D)

1. Boundary line adjustments shall be reviewed under the same criteria and process as a subdivision unless, after review of the boundary line adjustment plan, the Development Review Board determines that the proposed boundary line adjustment:

#	Criterion	x/✓
a.	is a minor realignment in that	
	1) area of the land to be transferred is less than the half of the area of the original parcel to be reduced in size, or	✓
	2) both parcels are already developed*	✓
b.	does not change substantially the nature of any previously approved subdivision	✓
c.	does not result in the creation of any new lots	✓
d.	will not impair access to any parcel	✓
e.	will not impact adversely any valuable natural resource or result in fragmentation of agricultural or conservation lands	✓
f.	will not create a nonconforming lot or nonconforming structure, or increase the degree of nonconformity of a preexisting nonconforming lot or structure	✓

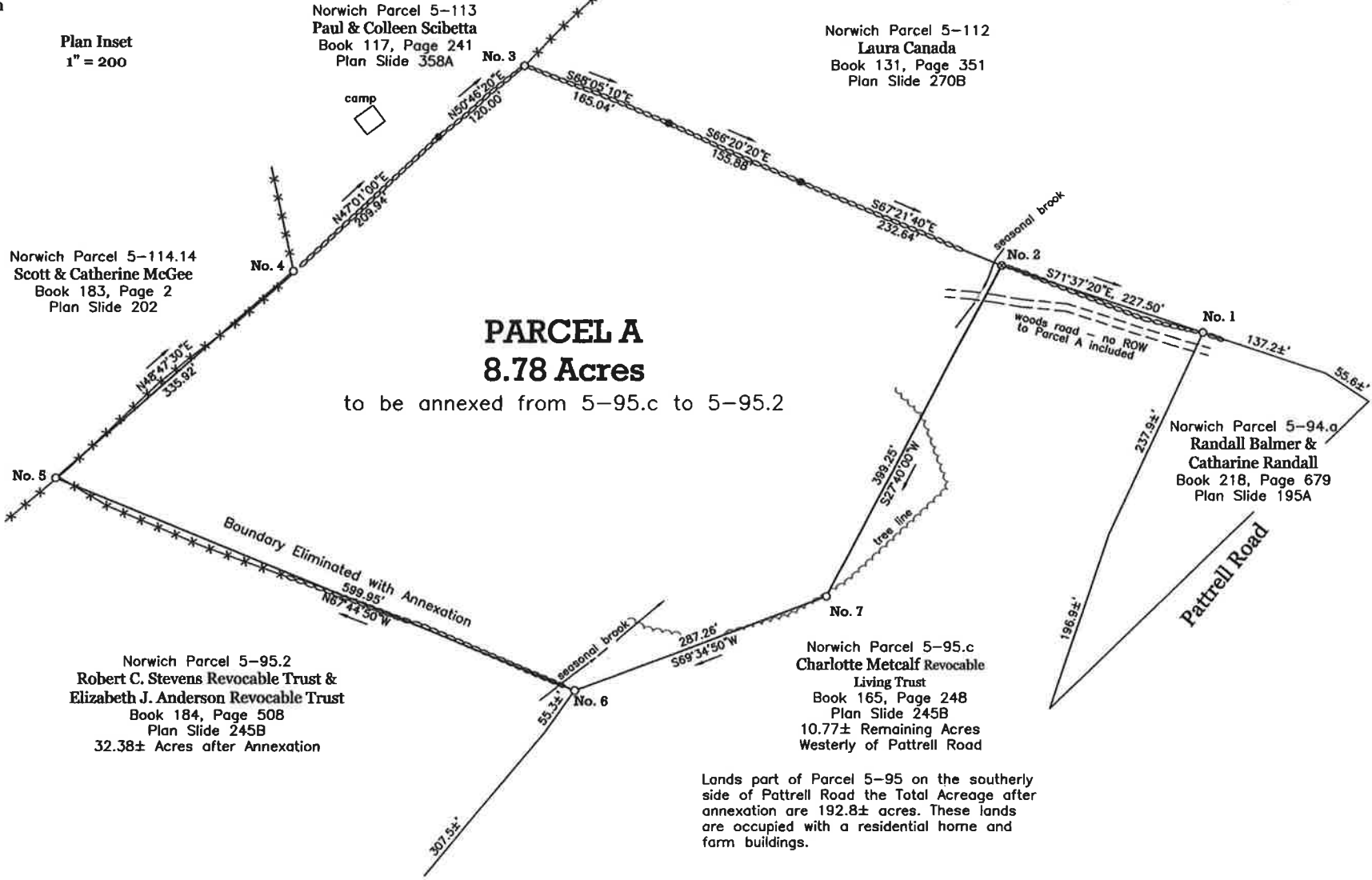
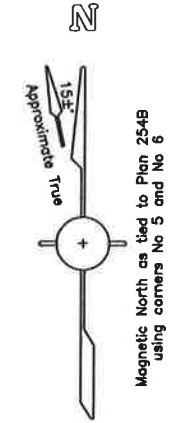
*See Lot description (above)



Plan Inset
1" = 200

CORNER MONUMENT DESCRIPTIONS

- No. 1 FOUND a 7/8" Rebar with 6" of reveal on the north edge of a newly constructed stone wall, firm, straight and in good condition
- No. 2 SET a 5/8x42" Blue Rebar with Orange Plastic Cap firm and straight with 10" of reveal on the fine of the old stone wall running northwest and on the easterly side of the small brook
- No. 3 FOUND a 7/8" Rebar with 7" of reveal in the center of a stone wall corner, firm, straight and in good condition
- No. 4 FOUND a 1/2" Rebar with 14" of reveal at the end of a stone wall, firm, straight and in good condition
- No. 5 FOUND a 7/8" Rebar with Red Plastic Cap stamped "T&M Associates Lebanon NH" and 9" of reveal, at the intersection of fence lines, firm, straight and in good condition
- No. 6 FOUND a 7/8" Rebar with Red Plastic Cap stamped "T&M Associates Lebanon NH" and 9" of reveal, in the center of a stone wall, firm, straight and in good condition
- No. 7 SET a 5/8x42" Blue Rebar with Orange Plastic Cap firm and straight with 18" of reveal, driven to refusal, firm, slight lean to the west, at the base of a 6" Hemlock and 12" Pine



**PARCEL A
8.78 Acres**

to be annexed from 5-95.c to 5-95.2

Norwich Parcel 5-95.2
Robert C. Stevens Revocable Trust &
Elizabeth J. Anderson Revocable Trust
Book 184, Page 508
Plan Slide 245B
32.38± Acres after Annexation

Norwich Parcel 5-95.c
Charlotte Metcalf Revocable
Living Trust
Book 165, Page 248
Plan Slide 245B
10.77± Remaining Acres
Westerly of Pattrell Road

Norwich Parcel 5-94.a
Randall Balmer &
Catharine Randall
Book 218, Page 679
Plan Slide 195A

Lands part of Parcel 5-95 on the southerly side of Pattrell Road the Total Acreage after annexation are 192.8± acres. These lands are occupied with a residential home and farm buildings.

LEGEND

Found Iron Pipe or Rebar	○ as described
Set Capped Rebar	⊙ as described
Computed Point	●
Boundary Line	—————
Boundary Line eliminated	- - - - -
Stone Wall	—————
Deed Reference	Book, Page
Plan Reference	Plan Slide
SET Rebar Plastic Cap Label	ROCKWOOD VT 537 NH 618

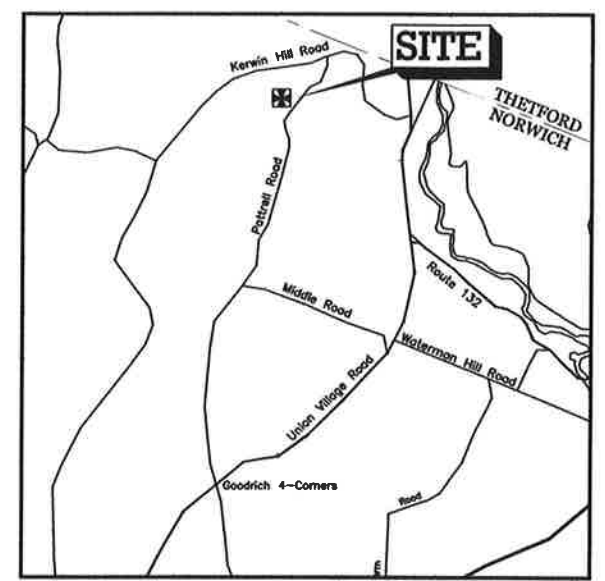
The boundary line adjustment depicted on this plat was duly approved by the Norwich Development Review Board in accordance with the Norwich Subdivision Regulations and all other applicable laws and regulations on the ___ day of _____, 2020.

Boundary Line Adjustment Permit No. _____
Signed _____ Chairman.

I hereby certify that to the best of my belief and knowledge a Vermont Rural Class Survey was completed on Subject Parcel A a portion of Norwich Parcel 5-95 in accordance with the requirements of 27 VSA 1403(b)-(8) and, except as noted, is consistent with the deeds, plans, and notes on this plat that are the basis for this surveyor's opinion of the boundary line locations.



TIMOTHY W. ROCKWOOD
LLS NO. 537



NORWICH
LOCUS
n.t.s.

SURVEY NOTES AND REPORT

1. The purpose of this Lot Line Adjustment Plat is to annex the 8.78 Acre Subject Parcel A from Parcel 5-95.c to 5-95.2. After the annexations are complete Parcel 5-95.c will have 10.77± remaining acres and Parcel 5-95.2 will increase in size to be 32.38± acres. There are not structures on Subject Parcel A.
2. SURVEYOR'S REPORT: The corner monuments located and boundary lines for the Subject Parcel were found to be consistent with the record deeds and plans. The stone wall between Corner No. 1 and Corner No. 2 is newly constructed by Lot 95-112. This stone wall is mostly on Lot 5-95.c and is not the boundary line. Differences in distance from record plans is negligible and likely due to measurement methods.
3. The lands shown are located in the Norwich (RR) Rural Residential Zoning District. The setback limits shown are 20 feet along the highway and 10 feet along the side and rear boundary lines.
4. Deeds and Plans used as reference sources are noted within the Abutter's information.
5. Corner Monuments noted as SET were placed on December 5, 2019. All monument sizes are outside dimensions. The created boundary lines for the Subject Parcel were marked with blue flagging and blue paint on trees.

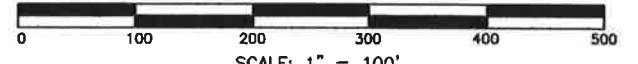
PARCEL 5-95.c
Owner of Record
Charlotte Metcalf Revocable
Living Trust
652 Pattrell Road
Norwich, VT 05055

PARCEL 5-95.2
Owners of Record
Robert C. Stevens Revocable Trust &
Elizabeth J. Anderson Revocable Trust
643 Pattrell Road
Norwich, VT 05055

Deed Reference:
Book 165, Page 248
Plan Slides 245B
SPAN 450-142-12510

Deed Reference:
Book 184, Page 508
Plan Slide 245B
SPAN 450-142-12512

Lot Line Adjustment Plat
Charlotte Metcalf
and
Robert Stevens & Elizabeth Anderson
Pattrell Road, Norwich, Vermont



Project No. 1592 Date: February 18, 2020
Rockwood Land Services, LLC
PO BOX 347 HARTLAND, VT 05048 (802) 436-1039 rockis@vermontel.net

#7A

**NORWICH
DEVELOPMENT REVIEW BOARD**

Notice is hereby given that a public hearing will be held on Thursday, May 21, 2020 at 7:15 PM in Tracy Hall, 300 Main Street, Norwich, Vermont [held via Zoom*] to hear the following applications:

#46BSUB18: Final Plan Review of a Subdivision Application by 38 Acres, LLC c/o John Lewis, Applicant and Landowner, to divide Lot 11-161.000 into 2 lots of approximately 4.62 acres and 35.78 acres at 201 Upper Loveland Road. Application to be reviewed under the Norwich Subdivision Regulations.

#1BSUB20: Preliminary Plan Review of a Subdivision Application by Robert G. Parker, Applicant and Landowner, to divide Lot 20-135.000 into 2 lots of approximately 1.36 acres and 8.37 acres at 421 Main Street. Application to be reviewed under the Norwich Subdivision Regulations.

The hearing information and application documents can be obtained ONLY by emailing a request to planner@norwich.vt.us. Persons wishing to be heard may do so in person via zoom or in writing.

*ZOOM Access information:
<https://us02web.zoom.us/j/84884658321>

Meeting ID: 848 8465 8321 US Toll-Free Numbers: 888 475 4499, 877 853 5257

Rod Francis
Zoning Administrator
Box 376
Norwich, VT 05055

May 6, 2020

**TOWN OF NORWICH, VERMONT
DEVELOPMENT REVIEW BOARD
DOCUMENTS AND INTERESTED PARTIES**

Application Number: #46BSUB18

Lot: #11-161.000
201 Upper Loveland RD

Site Visit:

Public Hearing Date: April 2, 2020

Applicant/ Landowner: 38 Acres LLC, John Lewis
346 Palm Street
Hollywood, FL 33019

Interested Parties:

NATURE OF APPLICATION - #46BSUB18: Final Plan Review of a Subdivision Application by 38 Acres, LLC c/o John Lewis, Applicant and Landowner, to divide Lot 11-161.000 into 2 lots of approximately 4.62 acres and 35.78 acres at 201 Upper Loveland Road. Application to be reviewed under the Norwich Subdivision Regulations.

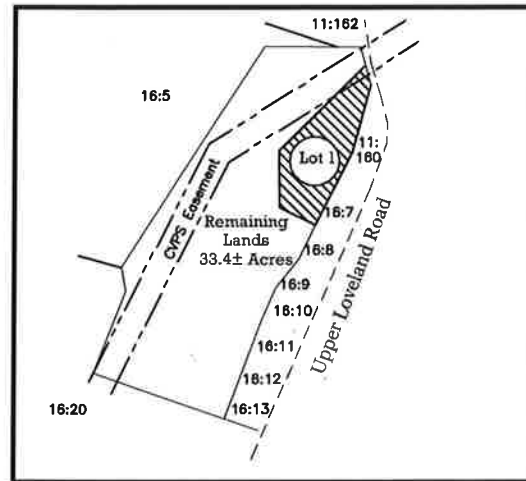
The record in this case includes the following documents:

Submitted by Applicant

- A-1 Application #46BSUB18, dated 9-17-18
- A-2 Narrative, received 9-17-18
- A-3 Subdivision Site Plan, dated 6-5-18
- A-4 Subdivision Site Plan, dated 12-17-19

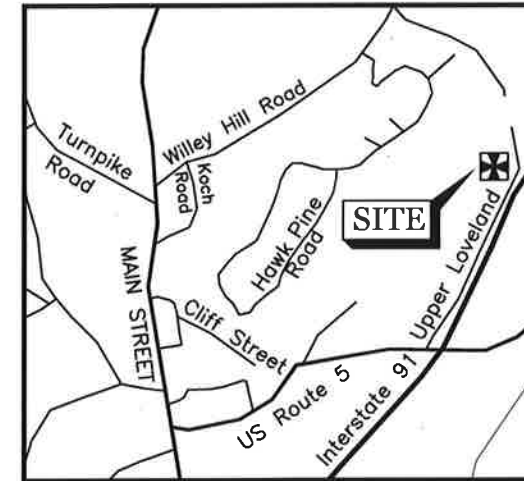
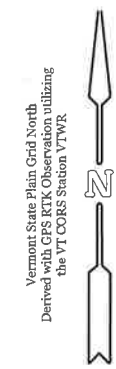
Submitted by Zoning Administrator

- ZA-1 Documents and Interested Parties list, dated 11-1-18
- ZA-2 Density Calculation Sheet, dated 11-1-18
- ZA-3 Development Envelope Checklist, dated 11-1-18 rev
- ZA-4 Ortho Base (2016) Photo of Existing Site, dated 1-18
- ZA-5 Preliminary Development Envelope, dated 10-25-18
- ZA-6 Ortho Ridgeline Overlay of the Property, dated 10-24-18
- ZA-7 DRB Decision on Permit #30BCU04, Vermont RSA Ltd, Applicant, dated 4-12-05
- ZA-8 ZA Report, dated 11-1-18
- ZA-9 DRB Preliminary Review, dated 1-4-19



Parcel Inset
1" = 600' ±

- Abutter's List**
- 11:160 Daniel Goulet & Jude Powers
 - 16:7 Samin Kim & Jayoung Joo
 - 16:8 Joy Kenseth
 - 16:9 Gursharan Kaur
 - 16:10 Janice & Lee Winslow
 - 16:11 Geoffrey Madel, Trustee or Terry & Shelly Melendy
 - 16:12.2 Sarah & James Cook
 - 16:12.1 James & Kathleen McTaggart
 - 16:20 Hugh & Cheryl Rostad
 - 16-5 Town of Norwich
 - 11:164 Aaron & Noelle Lamperti

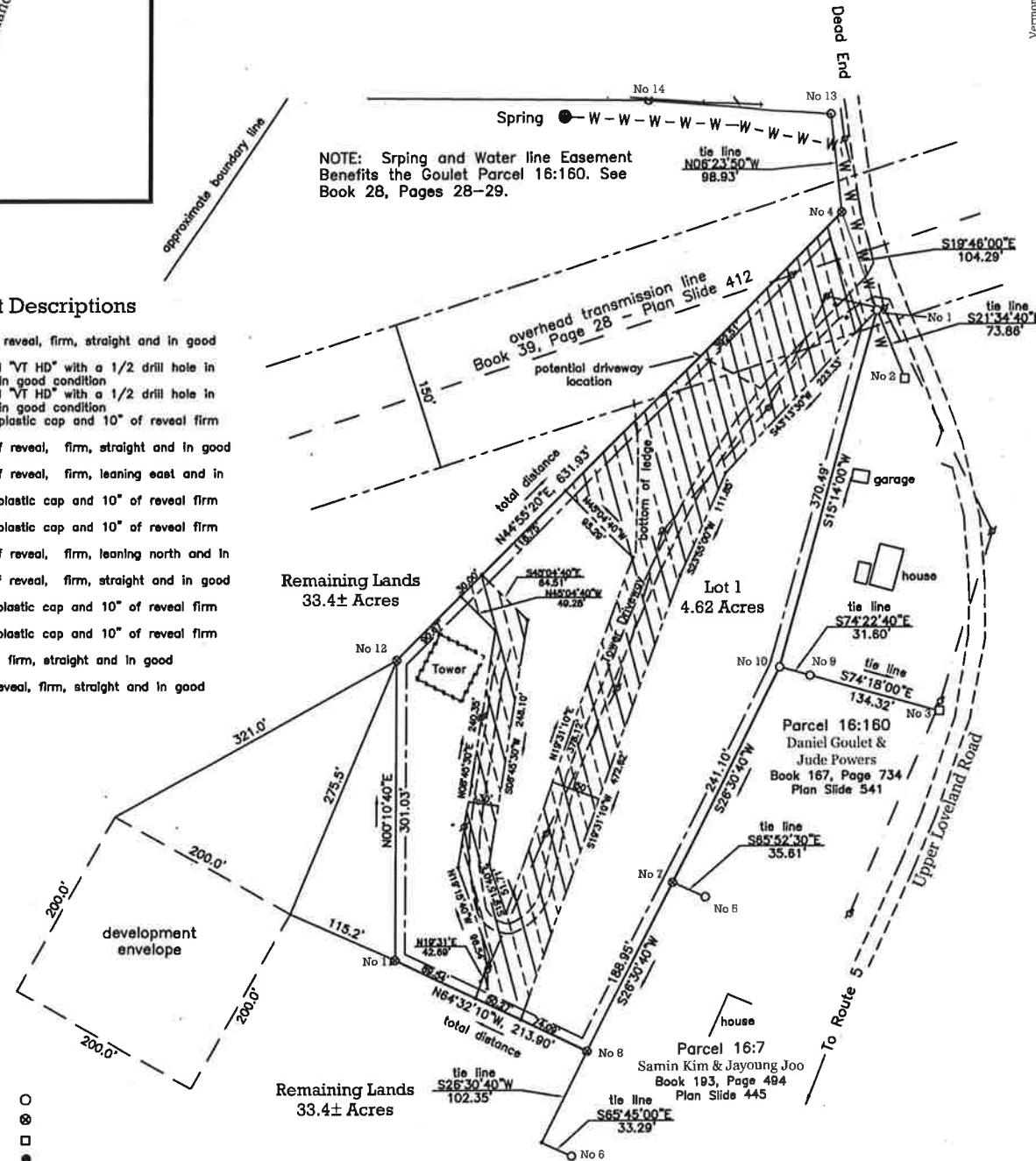


LOCUS

Corner Monument Descriptions

- No. 1 FOUND a 2" yellow Iron Pipe with 9" of reveal, firm, straight and in good condition 6 ft behind a utility pole
- No. 2 FOUND a 4"x4" Concrete Bound stamped "VT HD" with a 1/2 drill hole in the center and 8" of reveal, firm, straight and in good condition
- No. 3 FOUND a 4"x4" Concrete Bound stamped "VT HD" with a 1/2 drill hole in the center and 7" of reveal, firm, straight and in good condition
- No. 4 SET a 5/8x36" blue Rebar with orange plastic cap and 10" of reveal firm and straight
- No. 5 FOUND a 2" yellow Iron Pipe with 19" of reveal, firm, straight and in good condition
- No. 6 FOUND a 2" yellow Iron Pipe with 21" of reveal, firm, leaning east and in good condition at the base of a steep slope
- No. 7 SET a 5/8x36" blue Rebar with orange plastic cap and 10" of reveal firm and straight
- No. 8 SET a 5/8x36" blue Rebar with orange plastic cap and 10" of reveal firm and straight
- No. 9 FOUND a 2" yellow Iron Pipe with 13" of reveal, firm, leaning north and in good condition at the base of a steep slope
- No. 10 FOUND a 2" yellow Iron Pipe with 23" of reveal, firm, straight and in good condition on the steep slope
- No. 11 SET a 5/8x36" blue Rebar with orange plastic cap and 10" of reveal firm and straight
- No. 12 SET a 5/8x36" blue Rebar with orange plastic cap and 10" of reveal firm and straight
- No. 13 FOUND a 3/4" Rebar with 10" of reveal, firm, straight and in good condition
- No. 14 FOUND a 1-1/4" Iron Pipe with 9" of reveal, firm, straight and in good condition, in a barbed wire fence line

NOTE: Spring and Water line Easement Benefits the Goulet Parcel 16:160. See Book 28, Pages 28-29.



LEGEND

- Found Iron Pipe or Rebar ○
- Set Capped Rebar ⊗
- Found Concrete Bound □
- Computed Point ●
- Boundary Line ———
- Easement Line - - - - -
- Stone Wall [wavy line]
- Wire Fence [x-x-x-x]
- Setback limits [dashed line]
- Utility Pole with overhead wires [pole with wires]
- Deed Reference [dotted line]
- Plan Reference [dashed line]
- Plastic Rebar Cap Label [circle with 'X']

The Subdivision depicted on this Plat was duly approved, as conditioned, by the Norwich Development Review Board in accordance with the Norwich Subdivision Regulations and all other applicable laws and regulations on the ___ Day of ___ 2019.

Subdivision Permit No. _____
DRB Chair or Vice Chair _____

I hereby certify that to the best of my belief and knowledge a Vermont Rural Class Survey was completed on Norwich Parcels 16:161 in accordance with the requirements of 27 VSA 1403(b)-(8) and, except as noted within the Survey Notes, are consistent with the deeds, plans, and notes on this plat which are the basis for this surveyor's opinion of the boundary line locations.



TIMOTHY W. ROCKWOOD
LLS NO. 537

Survey Notes and Report

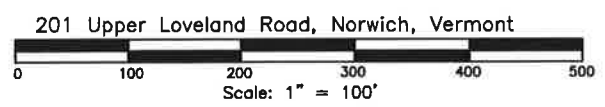
1. The purpose of this Subdivision Plat is to identify and monument Subject Parcel, Lot 1, is located at 201 Upper Loveland Road. Lot 1, being a 4.62 acre portion of the 38± acre Norwich Parcel 16:161. The Subject Lot's current zoning designation is Rural Residential (RR). The minimum Lot size is 2 acres with 90 ft of frontage or access from a 50 ft wide Right-of-Way. The setback from a highway or Right-of-way is 20 ft and the setback from other boundary lines is 10 ft.
2. Surveyor's Report: Lot 1 is currently occupied with a Cell Tower. No water or wastewater services are required for the cell tower. The remaining lands are not developed and are subject to the State's deferral of permit language. The found corner monuments are consistent with the abutting deeds and record surveys found on Slides No. 541 and 445. Said abutting tract was subdivided from the Subject Parcel by Gardner Lewis in 1968 and 1970. The Subject Lands boundary line is junior in Title to the abutter lots. Found corner monuments were recovered on August 16, 2019. Corner Monuments identified as SET were placed on ?? 2019. Wooden witness stakes were placed beside these Monuments. Monuments sizes are outside dimensions. The boundary lines for the Subject lots were marked with orange flags and blue point on tree. The blue point is intended to face the boundary line.
3. The limits for Upper Loveland Road were established by the construction of Interstate 91 which then merged back into the old highway. Using the found corner monuments the Highway was computed as a 3 rod or 49.5 ft wide highway.
4. The Cross Hatch Area show the location of an Easement over Lot 1 to Benefit Lot 2.

Record Owner

Parcel 11:161
38 Acres, LLC
201 Upper Loveland Road
C/o John Lewis
246 Palm Street
Hollywood, FL 33019

Book 180, Pages 132-134

**Subdivision Plat for
38 Acres, LLC**



Project No.1522 Date: December 17, 2019
Rockwood Land Services, LLC
PO BOX 347 Hartland, VT 05048
(802)438-1039
rock@vermontel.net

TOWN OF NORWICH, VERMONT
DEVELOPMENT REVIEW BOARD
PRELIMINARY PLAN REVIEW

Application Number: #46BSUB18

Lot: #11-161.000
201 Upper Loveland RD

Site Visit: No

Public Hearing Date: November 1, 2018

Applicant/ Landowner: 38 Acres LLC, John Lewis
346 Palm Street
Hollywood, FL 33019

Interested Parties: Dan Goulet, abutter at 185 Upper Loveland Road

NATURE OF APPLICATION - **#46BSUB18**: Preliminary Plan Review of a Subdivision Application by 38 Acres, LLC c/o John Lewis, Applicant and Landowner, to divide Lot 11-161.000 into 2 lots of approximately 4.62 acres and 35.78 acres at 201 Upper Loveland Road. Application to be reviewed under the Norwich Subdivision Regulations.

The record in this case includes the following documents:

Submitted by Applicant

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- ZA-5 Preliminary Development Envelope, dated 10-25-18
- ZA-6 Ortho Ridgeline Overlay of the Property, dated 10-24-18
- ZA-7 DRB Decision on Permit #30BCU04, Vermont RSA Ltd, Applicant, dated 4-12-05
- ZA-8 ZA Report, dated 11-1-18

I. PRELIMINARY PLAN REVIEW

The following is based upon the information contained in the application documents and the evidence presented at the public hearing.

1. This application ("Application") for Preliminary Plan Review is brought by 38 Acres, LLC, c/o John Lewis, Applicant ("Applicant") and Landowner ("Landowner") to divide 10-161.000 into 2 lots of 4.62 acres and 35.78 acres at 201 Upper Loveland Road ("Property").
2. The Property is a 40.4+/- acre lot in the Rural Residential District at 201 Upper Loveland Road, a Class III gravel road services the property.

NORWICH DEVELOPMENT REVIEW BOARD

38 Acres LLC, c/o Lewis - #46BSUB18 Preliminary Plan Review 1-2-19 Page 2 of 5

3. Proposed Lot 1 is a developed site containing a cell tower and is proposed to be 4.4+/- acres. Lot 1 contains an existing access road and is the subject to a prior DRB Decision on Application #30BCU04. Lot 1 does not contain wastewater or water systems. (ZA-7, ZA-8)
4. Proposed Lot 2 is an undeveloped 35.78+/- acre lot.
5. The property is subject to utility easements for Green Mountain Power. An easement is identified for a well which provides water to 185 Upper Loveland Rd.
6. The primary land use of abutting properties is residential.
7. The property is wooded, contains some slopes over 25%, and ledge.
8. The property is primarily in the Ridgeline Overlay District and any new development will require Ridgeline Review.
9. This Preliminary Plan Review is based on compliance with the Norwich Subdivision Regulations (NSR) and the Norwich Zoning Regulations (NZR).

II. PRELIMINARY PLAN REVIEW CRITERIA

NSR §2.3(D)(2) – Determination Of Waiver Status

10. No waivers have been requested.

NSR §2.3(D)(3) – General Conformity with Article 3

- 11 Lot 1 is already developed and therefor the criteria in NSR §3.3 will not apply

NSR §3.2(D)(1) – Preliminary Determination Of Density

- 12 Based on the Density Calculation Sheet, this lot is permitted to be subdivided into a maximum of 6 lots. (ZA-2)
- 13 In accordance with NSR §3.2(B) (5), 4 additional building lots will be assigned to Lot 2.

NSR §3.3 (B) – Establishment of Development Envelopes

- 14 The Development Envelope on Lot 2 meets the required setbacks in the Norwich Zoning Regulations Section 3.07.
- 15 The approximate size of proposed Development Envelope on Lot 2 is 4.62 acres. Dimensions and distances from property lines will be included on the Final Plat.

NSR §3.3(C) – Protection of Wetlands, Floodplains, and Surface Waters

- 16 The Development Envelope on Lot 2 is not in the Special Flood Hazard District. The Development Envelope does not contain mapped wetlands, streams or buffers. (ZA-8)

NSR §3.3(D) – Protection of Steep Slopes, Prominent Knolls and Ridgelines

- 17 Development Envelope on Lot 2 does not contain any steep slopes, prominent knolls or ridgelines.
- 18 Development Envelope does contain ridgeline areas and is subject to Ridgeline Review in §5.08 below. (ZA-8)

NSR §3.3(E) – Protection of Wildlife Habitat and Natural Areas

- 19 Development Envelope on Lot 2 is outside of any mapped wildlife habitat area. (ZA-8)

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NSR §3.3(F) – Protection of Historic and Cultural Resources

20 There are no identified Historic and Cultural Resources within the proposed Development Envelope on Lot 2. (ZA-4)

NSR §3.3(G) – Protection of Farm Land

21 The proposed Development Envelope on Lot 2 does not contain Farm Land. (ZA-8)

NSR §3.3(H) – Protection of Forest Resources

22 The proposed Development Envelope on Lot 2 does not contain or impact Forest Resources. (ZA-8)

NSR §3.3(I) - Protection of Scenic Resources

23 While the majority of the parcel is subject to NZR §5.08 Ridgeline Overlay District, the proposed building envelope will not be visible from the road or surrounding parcels.

NSR §3.4(A)(1) - District Settlement Patterns

24 The subdivision reinforces the district's rural character and historic working landscape, characterized by wooded hillsides and knolls, open fields and a visual and functional relationship of structures to the surrounding landscape.

NSR §3.5 - Storm Water Management and Erosion Control

25 The driveway grades from the shared Private Road to the proposed Parcels 1-3 are proposed to be relatively level with grades less than 12%. A requirement for a Storm Water Management and Erosion Control Plan may be required based on review of the final road profile.

NSR §3.6(A) – Municipal Facilities and Services

26 One new lot will have a minimal burden on municipal facilities, schools, and public services. (ZA-8)

NSR §3.6(B) & §3.6(A) – Fire Protection–Emergency Access

27 There is no dry hydrant within 3,000 ft. from the Property.

28 Whereby a zoning permit for a residence is issued on Lot 2 a residential sprinkler system will be required and shall conform to the National Fire Protection Association Standard "NFPA" 13.

NSR §3.7 – Roads, Driveways and Pedestrian Access

29 The existing service road will provide access to a driveway accessing the building envelope identified for Lot 2. As a two lot subdivision in the Rural Residential district there is no expectation that increased traffic will result in the need to upgrade existing public roads. Pedestrian access will require an additional ROW provisions.

NSR §3.8 – Water Supply and Wastewater Management

30 An approved state wastewater and water supply permit is required for Parcel 1-3 prior to construction of any structure requiring wastewater disposal.

NSR §3.9 – Utilities

31 Any utilities will be described and shown on plan at the time of final plat approval.

NZR §5.08 – Ridgeline Protection Review

32 The majority of the Property is in the Ridgeline Protection Overlay District (RPO). (ZA-5). Assuming approval of this subdivision application any zoning permit for construction would need to follow the requirement as outlined in §5.08.

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38 Acres LLC, c/o Lewis - #46BSUB18 Preliminary Plan Review 1-2-19 Page 4 of 5

NZR §5.08(D) General Standards Adhere to NZR Table 2.9 F and G

n/a

III. RECOMMENDATIONS FOR PROPOSED CHANGES AND REQUESTS FOR ADDITIONAL INFORMATION

The Board requested information addressing the following:

1. Private Driveway access plan and centerline road grades to the house sites
 - a. Driveway plan and profile to Lot 2.
 - b. Applicant to explore sharing existing access road to Telecommunications Tower.
 - i. If the existing driveway will be shared, evidence of a road maintenance agreement and proposed road maintenance agreement language to be recorded with or in the deeds in the Norwich Land Records.
2. The allocation of 4 additional potential future lots under NSR §3.2(B)(5) will be allocated to Lot 2. Any allocation will need to be noted on the Final Plat.
3. Ridgeline Review – Pre-application site development. Forest management activities undertaken as part of site preparation will be reviewed by the Development Review Board in accordance with standards set forth in Table 2.9(H).
4. The Final Plat shall conform to the content requirements in Section 2.7 of the Norwich Subdivision Regulations and shall include the dimensions of the Development Envelope on Parcels 2 and distances from property lines.

IV. PROPOSED CONDITIONS

These proposed conditions may be modified and additional conditions may be included in the final Notice of Decision.

Note: The Norwich Planning Office shall record the conditions set forth herein in the Norwich Land Records at the office of the Town Clerk of Norwich within 45 days of this Notice of Decision.

- A. A Final Plat shall conform to the specifications and content requirements in Section 2.7 of the Norwich Subdivision Regulations and shall be recorded in the Norwich Land Records within 180 days of the approval and shall include the dimensions of the Development Envelope on Lot 2 and distance from two property lines. An extension of 90 days may be requested if State Permits are still pending after 180 days. Two additional paper copies of the Final Plan shall be submitted to the Planning Office at the time of recording.
- B. The allocation of 4 additional potential future lots under NSR §3.2(B)(5) shall be allocated to Lot 2. This allocation shall be noted on the Final Plat.
- C. Prior to starting construction of any structures requiring a wastewater system on Lot 2, owner must obtain and record required state water supply and wastewater permits.
- D. Prior to starting construction on Lot 2, the driveway plans, access permit and plans shall be submitted to and approved by the Zoning Administrator.
- E. Any proposed development on Lot 2 will be subject to review under NZR Table 2.9 Ridgeline Protection Overlay District
- F. Lot 1 will need to continue to adhere to conditions set forth in DRB Decision on #30BCU04.

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- G. If a shared driveway is instigated: The Landowners of Lots 1 and 2 shall participate in a driveway maintenance agreement for the Private Highway to be reviewed and approved by the zoning administrator and recorded in the Norwich Land Records. All recorded deeds for the transfer of any lot shall refer to the driveway maintenance agreement.
- H. If no shared driveway is utilized: Access permit required before house structures built.
- I. Any new residential structures on proposed Lot 2 shall have a residential sprinkler system installed that meets the requirements of NFPA 13D. Plans for sprinkler systems shall be approved by the Norwich Fire Department prior to installation and inspected and approved after installation. Certification of these approvals shall be sent to the zoning administrator and filed with the zoning permits for the project.
- J. Any future development on areas with slopes over 15% will require an erosion and sedimentation control plan based on the standards in *The Low Risk Site Handbook for Erosion Prevention and Sediment Control 2006* (published by the Vermont DEC – Water Quality Division) This Plan shall be submitted with the zoning permit application for review by the zoning administrator.
- K. The development approved by this Notice of Decision shall be completed in strict compliance with these Conditions and with the project plans reviewed by the DRB consistent with and subject to the findings, conclusion and conditions of this NOD. No zoning or building permit shall be issued contrary to the terms hereof. The Development Review Board may change any conditions in this permit after receiving a written request from the applicant and holding a warned public hearing.
- L. This approval and any permit issued hereunder shall be binding on each Landowner and Applicant as well as all heirs, successors and assigns, and shall be void upon the default, non-compliance or non-performance of any of these conditions.

V. SUMMARY

This review is preliminary in nature and is not an indication that a permit will or will not be granted. Any and all of the requirements of NSR may be revisited by the DRB on its own accord or at the request of an applicant, landowner or interested party in connection with final plan review.

The period within which Applicants must apply for final plan review is 12 months from the date below.

Norwich Development Review Board
By Nancy Dean, Chair

Dated: 4 Jan. 2019

Nancy H. Dean

Members participating: Dean, Lawe, Teeter, Carroll, Stucker, McCabe

Approve: Dean, Lawe, Teeter, Carroll, Stucker, McCabe

Not approve:

List of Interested Persons: Dan Goulet, abutter at 185 Upper Loveland Road

**NORWICH
DEVELOPMENT REVIEW BOARD**

Notice is hereby given that a public hearing will be held on Thursday, May 21, 2020 at 7:15 PM in Tracy Hall, 300 Main Street, Norwich, Vermont [held via Zoom*] to hear the following applications:

#46BSUB18: Final Plan Review of a Subdivision Application by 38 Acres, LLC c/o John Lewis, Applicant and Landowner, to divide Lot 11-161.000 into 2 lots of approximately 4.62 acres and 35.78 acres at 201 Upper Loveland Road. Application to be reviewed under the Norwich Subdivision Regulations.

#1BSUB20: Preliminary Plan Review of a Subdivision Application by Robert G. Parker, Applicant and Landowner, to divide Lot 20-135.000 into 2 lots of approximately 1.36 acres and 8.37 acres at 421 Main Street. Application to be reviewed under the Norwich Subdivision Regulations.

The hearing information and application documents can be obtained ONLY by emailing a request to planner@norwich.vt.us. Persons wishing to be heard may do so in person via zoom or in writing.

*ZOOM Access information:

<https://us02web.zoom.us/j/84884658321>

Meeting ID: 848 8465 8321 US Toll-Free Numbers: 888 475 4499, 877 853 5257

Rod Francis
Zoning Administrator
Box 376
Norwich, VT 05055

May 6, 2020

TOWN OF NORWICH
DEVELOPMENT REVIEW BOARD

DOCUMENTS AND INTERESTED PARTIES

Application Number: #1BSUB20

Lot: #20-135.000
421 Main Street

Site Visit:

Public Hearing Date: May 21, 2020

Applicant/ Landowner: Robert G. Parker
PO Box 131
Norwich, VT 05055

Interested Parties:

NATURE OF APPLICATION - **#1BSUB20:** Preliminary Plan Review of a Subdivision Application by Robert G. Parker, Applicant and Landowner, to divide Lot 20-135.000 into 2 lots of approximately 1.36 acres and 8.37 acres at 421 Main Street. Application to be reviewed under the Norwich Subdivision Regulations.

The record in this case includes the following documents:

Submitted by Applicant

- A-1 Application #1BSUB20 (1-28-20)
- A-2 Conservation Easement Deed with Schedule "B" Conservation Map of Protected Property (12-17-19)
- A-3 Subdivision Plan, by Wayne McCutcheon (7-14-19)
- A-4 Waiver Request (5-11-20)
- A-5 Narrative (5-11-20)

Submitted by Zoning Administrator

- ZA-1 Documents and Interested Parties list, dated 5-12-20
- ZA-2 ZA Report (5-12-20)

TOWN OF NORWICH, VERMONT
APPLICATION FOR ZONING PERMIT

Owner(s): ROBERT G PARKER

Mail Address: P.O BOX 131 Town NORWICH ST VT Zip 05055

Day Phone: 649-1751 Eve Phone: Email:

Applicant (If Different):

Mail Address: Town ST Zip

Day Phone: Eve Phone: Email:

Description of Proposed Development: Subdivision of tax map parcel # 20-135-000 into 2 lots 1 +/- 1.36 acres, 1 +/- 8.37 acres

Zoning District: RR VR I VR II VB C/I AQ

Street Address: 421 MAIN ST Tax Map Lot # 20-135 Lot Size: 9.73

Building Setbacks- Road Right-of-way: Right Boundary: Left Rear

Size of Building(s)/Additions: Structure A: Width Length Height

Structure B: Width Length Height Area: Footprint of Structure A

Additional Footprint of Structure B (if any) Total # of Parking Spaces

Estimated Date of Completion: Estimated Value \$ # of Bedrooms

Please Attach: Site Plan with building locations, well & septic locations, roads, driveways, and streams. Drawing of footprint of new construction and outlines of additional floors. Elevation Drawing of multi-story buildings.

The undersigned hereby agrees that the proposed development shall be built in accordance with the foregoing statements, attached plans, and in accordance with the zoning and subdivision regulations of the Town of Norwich, and certifies that the above is true, correct, and complete. The owner consents to inspections of the real estate that is the subject of the application by the Zoning Administrator at reasonable times.

Signature of Landowner (or Authorized Agent) Robert G Parker Date 1-28-2020

Zoning Office Checklist:

- Flood Hazard Area
Wetlands
Septic Location
Water Supply
Parking
Shoreline
Aquifer Protection
Permit Conditions
Agricultural Exemption
Comments: Minor SubD.

Additional Permits Required:

- Subdivision
Conditional Use
Site Plan Review

- Variance
PRD
Driveway Access
Wastewater

Fees:

Table with 2 columns: Fee Name, Amount. Includes Base Fee (\$15.00), Sq. Ft. x, # of Lots (\$30.00), Recording (\$15.00), Total (\$295.00), Date Paid (1-28-20), To Finance (1-29-20).

Table with 2 columns: Action, Dates. Includes Received (1-28-20), Complete, Granted, Refused, Posted at Site (5-5-20 App), Appeal By, Effective, Expires.

Signature of Zoning Administrator

Date

Public Hearing set for 3-5-20 5-21-20

Vermont Property Transfer
32V.S.A. Chap. 231

- ACKNOWLEDGMENT -
RETURN RECEIVED

(INCLUDING CERTIFICATES AND, IF REQUIRED ACT
250 DISCLOSURE STATEMENT)

Return No. 2019-100

Signed Judith Russell cont.

Date December 18, 2019

H1BSUB20
Exh. A-2

RECEIVED
December 18 AD 2019
AT 9 O'CLOCK 50 MIN A M.
AND RECORD IN Land Records
BOOK 231 PAGE 856-870
ATTEST
Judith Russell cont.
TOWN CLERK, NORWICH, VERMONT

CONSERVATION EASEMENT DEED

WHEREAS, **ROBERT G. PARKER** is the owner in fee of certain real property in Norwich, Vermont, which has aesthetic, recreational and natural resource value in its present state, the majority of which is in agricultural and forestry land use, which provides wildlife habitat as well as open space benefits and recreational opportunities; and

WHEREAS, this property is located within one (1) of the Appalachian Trail, a national scenic trail, and is within close proximity of the Marsh-Billings-Rockefeller National Historic Park which may demonstrate some degree of national significance in light of the background of I.R.C. Section 2031(c)(8)(a) or successor statute or regulation; and

WHEREAS, the **UPPER VALLEY LAND TRUST, INC.** is a publicly supported non-profit corporation incorporated under the laws of the State of New Hampshire, authorized to conduct business in the State of Vermont, and qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose purpose is to preserve undeveloped and open space land in order to protect the aesthetic, recreational, cultural, educational, scientific, and natural resources of the region through non-regulatory means, thereby reducing the burdens on state and local governments; and

WHEREAS, the economic health of Vermont is closely linked to its agricultural and forest lands, which not only produce food, fuel, timber, and other products, but also provide much of Vermont's scenic beauty, upon which the state's tourist and recreation industries depend; and

WHEREAS, the State of Vermont has repeatedly sought to foster the conservation of the state's agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs, including, but not limited to, Title 10 V.S.A. Chapter 151 (Act 250); Title 24 V.S.A. Chapter 117 (Regional and Municipal Planning and Development Act); Title 10 V.S.A. Chapter 155 (Acquisition of Rights and Interests in Land); Title 32 V.S.A. Chapter 124 (Current Use Taxation); Title 32 V.S.A. Chapter 231 (Property Transfer Tax Act); Title 32 V.S.A. Chapter 235 (Land Gains Tax); Joint Resolution No. 43 adopted by the Vermont House and Senate in February 1982 endorsing the voluntary transfer of interests in agricultural land through agreements between farmland landowners and private land trusts; and Title 10 V.S.A. Chapter 15 (Housing and Conservation Trust Fund); and

WHEREAS, the conservation of the property as undeveloped land is consistent with and in furtherance of the Town Plan adopted by the Town of Norwich and the Regional Plan adopted by the Two Rivers-Ottawaquechee Regional Planning Commission, and the purposes set forth in Title 10 V.S.A. Section 6301;

NOW, THEREFORE,

KNOW ALL BY THESE PRESENTS that **ROBERT G. PARKER**, unmarried and not a party to a civil union, of P.O. Box 131, Norwich, Vermont, 05055, on behalf of himself and his heirs, successors, and assigns (hereinafter "Grantor"), in consideration of the agreement of the Grantee to accept and extinguish the development rights as described herein, and the payment of one dollar and other good and valuable consideration paid to his full satisfaction, does freely give, grant, sell, convey, and confirm unto the **UPPER VALLEY LAND TRUST, INC.**, a non-profit corporation with its office located at 19 Buck Road, Hanover, New Hampshire, 03755, and its successors and assigns (hereinafter "Grantee"),

the following described development rights and a perpetual conservation easement and restrictions as more particularly set forth below, on a certain parcel of land situated on Main Street in the Town of Norwich, County of Windsor, State of Vermont, more particularly described in Schedule "A," incorporated herein by reference.

Definitions:

- The term "premises" as used in this Easement shall refer to the entire 9.73± acre parcel of Grantor as described in Schedule "A," incorporated herein by reference;
- "Protected Property" shall refer to the 8.37± acre portion of the premises, located outside the "Excluded Area," which is restricted hereby and more particularly described in Schedule "A" and designated on the Conservation Map attached as Schedule "B," both incorporated herein by reference;"
- "Excluded Area" shall refer to a 1.36± acre portion of the premises that is unrestricted and more particularly described in Schedule "A" and designated on the Schedule "B" Conservation Map;
- "Riparian Buffer", as depicted on Schedule "B" attached hereto and incorporated herein, shall refer to a naturally vegetated strip of land, running the entire length (approx. 700± feet) of the Protected Property along Bloody Brook, which buffer shall be subject to additional protections as more completely and particularly described in Section D, below.

The development rights hereby conveyed by Grantor to Grantee shall include all development rights, except those specifically reserved by the Grantor herein, and those reasonably required to carry out the permitted uses of the Protected Property as described herein. The development rights hereby conveyed are rights and interests in real property pursuant to 10 V.S.A. §§ 823 and 6303. This Conservation Easement Deed (hereinafter "Easement") consists of covenants on the part of Grantor to do or refrain from doing, severally and collectively, the various acts set forth below. These covenants shall constitute a servitude upon the land and shall run with the land in perpetuity. The effect of this Easement is to terminate and extinguish forever whatever right Grantor and Grantor's successors in interest may have, whether now or in the future, to develop the Protected Property or devote it to uses not consistent with the Purposes of this Easement as set forth below in Section A ("Purposes of the Easement"). Grantee accepts and agrees to enforce such covenants in order to achieve the Purposes of this Easement.

A. PURPOSES OF THE EASEMENT

Grantor and Grantee acknowledge that the purposes of this Easement are as follows:

1. First, to protect the natural resources of the Protected Property, including productive agricultural soils, water resources, and riparian zones, by limiting development and ensuring that activities on the Protected Property will utilize good management practices to prevent soil erosion and protect water quality and shall not materially degrade the resource values of the Protected Property outlined in the Purposes herein;
2. Next, to conserve biological diversity, native flora and fauna, habitat conducive to a variety of wildlife (including numerous species that rely on a mixture of field edges and woodland) as well as the environments, habitats, and ecological processes which support them, as those values exist on the date of this instrument, and as they may evolve in the future;
3. Next, to preserve and protect the scenic, open space, including open meadows and forestland, much of which is viewable from public roads, including Main Street and Beaver Meadow Road, consistent with the objectives in the Norwich Town Plan (adopted July 11, 2018) to "protect the scenic beauty and rural character of Norwich's forests, open lands, shorelines, and roads" and "preserve existing open space as a vital component of Norwich's rural character;"
4. Next, to provide the public, including present and future generations, with opportunities to enjoy the natural beauty of the Protected Property via low-impact recreational and educational activities such as hiking or wildlife observation in such a way as to not materially degrade the other resource values of the Protected Property outlined in the Purposes herein;
5. Overall, to assure the Protected Property will be retained forever in its undeveloped and scenic condition, and to prevent any use of the Protected Property that would significantly impair or interfere with the unique and significant qualities of public benefit and conservation values of the Protected Property;
6. To advance these objectives by conserving the Protected Property because it possesses the following attributes and conservation values:

- (a) 8± acres of open meadow which provides habitat for bobolink and other species, in addition to pasture and hay and the potential for other agricultural products;
- (b) 8.29± acres of prime and statewide significant agricultural soils;
- (c) clear views across the property from Beaver Meadow Road and opportunities for trails and trail connections within the property; and
- (d) more than 700 feet of wooded shoreline on Bloody Brook, a perennial tributary to the Connecticut River, as well as 131± feet of an intermittent brook and uplands within a flood hazard area making this property a conservation priority.

7. To contribute to the implementation of the policies of the State of Vermont designed to foster the conservation of the state's agricultural, forestry, and other natural resources through planning, regulation, land acquisition, and tax incentive programs by conserving productive land for agricultural and forestry uses, wildlife habitats, non-commercial recreational opportunities and activities, and other natural and scenic values of the Protected Property for present and future generations.

These conservation values, together with maps, photographs, and other data describing the Protected Property, are further described and set forth in a separate Baseline Documentation Report on file with the Grantee, prepared by and agreed to by the original parties to this Easement consistent with 26 CFR 1.170A-14 (as this treasury regulation exists at the date of this Easement), the terms of which are incorporated herein by reference. The parties acknowledge that environmental or other conditions which sustain the conservation values may change over time, and that the resulting change or disappearance of any given conservation value does not necessarily negate the significance and/or public benefit of the others.

B. RESTRICTED USES OF THE PROTECTED PROPERTY

The restrictions imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1. Undeveloped Open Space

The Protected Property shall be used in perpetuity for agricultural, forestry, non-commercial educational, non-commercial recreational, habitat conservation, natural area and open space uses only, in a manner that is not detrimental to or inconsistent with the Purposes of this Easement. No residential, commercial, industrial, or mining activities shall be permitted, and no building, structure or other appurtenance shall be constructed, installed or placed on, over, or under the Protected Property, except as specifically permitted and conditioned under the terms of this Easement.

2. Limits on Separation of Property Rights

No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, or other easements, use restrictions or allowances (collectively, "Property Rights") shall be conveyed, constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written approval of Grantee, except those of record prior to the date of this Easement and those, if any, specifically permitted under this Easement. Grantee may grant such approval if it determines, in its sole discretion, that Grantor's creation of a Property Right would be consistent with and not detrimental to the conservation values or Purposes of this Easement.

3. Advertising

There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property. Notwithstanding the foregoing, however, Grantor may erect and maintain reasonable signs indicating the name of the Protected Property, interpretive or directional signs, boundary markers, signs regarding public access, hunting or trespassing, memorial plaques, temporary for lease or sale or event signs, and signs informing the public that agricultural or timber products grown on the property are for sale. Grantee, with the permission of Grantor, may erect and maintain signs designating the Protected Property as land under the protection of Grantee. All signage shall remain unlighted and sized no larger than reasonably necessary for its purpose.

4. Dumping

There shall be no placement, collection, burial, burning, or storage of trash, sewage, materials known to be environmentally hazardous, or any unsightly or offensive material (including but not limited to construction debris, vehicle bodies or parts) on the Protected Property. Provided, however, the storage and spreading of compost, manure, or other fertilizer under sound agricultural practices, the storage of feed, the temporary storage of trash in sound receptacles for periodic off-site disposal, and burning or leaving of slash after harvesting timber are permitted without such prior approval.

5. Topography

There shall be no disturbance of the surface of the Protected Property, including but not limited to filling, excavation, quarrying, or removal of topsoil, gravel, rocks, sand, or minerals, or change to the topography of the land in any manner, except as may be reasonably necessary to carry out the specific permitted uses on the Protected Property under the terms of this Easement, provided such activities: (1) are not detrimental to the conservation values or inconsistent with the Purposes of the Easement; and (2) are permitted and approved by all federal, state, local, and other governmental entities, as necessary, before said activities take place. In no case shall drilling, pumping or mining of subsurface oil, gas, or other minerals be permitted on the Protected Property.

6. Subdivision

The Protected Property shall not be subdivided nor conveyed in any form in separate parcels without the prior written approval of Grantee, which approval may be granted: (a) only in exceptional circumstances at Grantee's sole discretion; and (b) provided that it is not detrimental to either the Purposes of this Easement or the conservation values of the Protected Property. If, under applicable law, the Protected Property shall constitute more than one tract of land, Grantor covenants and agrees that from hereon all of the Protected Property shall be held under one ownership as a single undivided tract and shall not directly or indirectly subdivide any part of it through the allocation or distribution of property rights among partners, shareholders, or members of any successor entity, the creation of a horizontal property regime, long-term leasing, or any other means without Grantee's prior written approval.

7. Wetlands and Water Sources

There shall be no manipulation of natural watercourses, sub-surface water systems, wetlands or other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water quality or the ecosystems supported thereby, or which could alter natural water level or flow, except as reasonably necessary, with prior written approval of Grantee, in the accomplishment of the forestry, agricultural, wildlife habitat, conservation or non-commercial outdoor recreational/educational uses of the property. Such activities shall not be detrimental to the Purposes of the Easement and must comply with local, state and federal regulations.

8. Open Fields

The non-forested land designated as "open fields" on the Conservation Map attached as Schedule "B" hereto, shall remain in an open condition (for the purposes of this provision, meaning without trees or brush) to promote wildlife habitat diversity on the Protected Property and to maintain scenic open space in the village of Norwich consistent with the Purposes of this Easement. In the event the open fields lie fallow (i.e., not farmed, grazed, mowed, or brush-hogged) for more than two (2) consecutive years, Grantor shall cooperate with Grantee, at Grantee's request, to ensure the fields remain in an open condition. Cooperation shall include, but is not limited to working with or allowing the Grantee to have the field cropped, mowed, or brush-hogged; however, no affirmative obligation is hereby imposed upon Grantee to maintain the fallow land in an open condition or in agricultural use. Exceptions may be made to this provision in the interest of plantings supportive of wildlife habitat enhancement or other sound ecological reasons, or for credible, managed horticultural uses compatible with the Purposes of this Easement.

9. General

No use shall be made of the Protected Property and no activity thereon shall be permitted which is, or may possess the potential to become, inconsistent with the Purposes of this Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, technologies, evolution of natural resources, and other occurrences which may affect the Protected Property or its management and open space benefits enjoyed by the public. Grantee, therefore, in its sole discretion, may determine whether proposed uses or alterations in existing uses or structures

that were not contemplated by or addressed in this Easement are consistent with all of the Purposes of this Easement.

C. PERMITTED USES OF THE PROTECTED PROPERTY

Notwithstanding the foregoing, Grantor shall have the right to make the following uses of the Protected Property:

1. Agriculture

The right to establish or re-establish, maintain, and use cultivated fields, orchards, and pastures for personal and commercial agricultural purposes provided such uses shall not: (a) degrade the future capacity of the Protected Property to produce agricultural crops; (b) cause significant pollution or degradation of soil or surface or subsurface waters, or soil loss or erosion; (c) cause detrimental effect to the Purposes of this Easement; or (d) have the potential to significantly impair the conservation values identified in the Purposes of this Easement. All agricultural activities shall be conducted in accordance with the then-current scientifically based best management practices and principles of agriculture and husbandry recommended by the State of Vermont, or by other governmental natural resource conservation and management agency then active. Grantor shall secure the written approval of Grantee, which approval may be denied in Grantee's sole discretion, prior to any significant clearing of forest land to establish or reestablish fields, orchards, or pastures for agricultural purposes.

In the event an agricultural activity or proposed agricultural activity appears to be of such size and scope it could pose a question as to the conditions above, Grantor shall, upon Grantee's request, submit an agricultural plan setting forth the proposed activities, and methods Grantor will utilize to protect soils (especially "highly erodible soils" as defined by the U.S. Department of Agriculture's Natural Resources Conservation Service or similar successor organization), or methods Grantor will utilize to protect other conservation values and resources. In the event such a plan is submitted, Grantor shall perform such agricultural activities in accordance with that plan.

2. Forestry

The right to harvest timber and other wood products for personal and commercial purposes provided such uses are in accordance with generally accepted sustainable forestry practices and, where required by this Easement, in accordance with a Grantee-approved forest management plan which term may include all changes, updates, amendments, and replacements thereto, (collectively the "Plan").

Before harvesting timber for commercial purposes, Grantor shall receive the prior written approval of Grantee of the Plan, which approval shall not be unreasonably withheld or conditioned, provided that such Plan: (a) has been prepared, or reviewed and endorsed by a professional forester; (b) encompasses sustainable forestry practices; and (c) does not propose activities that would be detrimental to the Purposes of this Easement or significantly impair the conservation values outlined in the Purposes of this Easement. Disapproval by Grantee of a forest management plan proposing a clearcut (removal of more than 75% of the basal area) of on one half (1/2) acre or more, or a liquidation cut (a harvest leaving a residual stocking level of acceptable growing stock below the C line as defined by the U.S. Department of Agriculture stocking guides for the applicable timber type) shall not be deemed unreasonable. However, Grantee may approve such Plan in its sole discretion if consistent with and not detrimental to the Purposes of this Easement, such as to permit the planting of different species of trees, a salvage cut to regenerate the forest, or the establishment of a field, pasture, or garden for agricultural activities, or for wildlife habitat enhancement purposes.

Notwithstanding the foregoing, Grantee may waive the requirement for a Plan, in advance in writing and in its sole discretion, when the proposed forestry activities are anticipated to have minimal impacts that will not be detrimental to the Purposes of the Easement, and the activities do not involve the installation of structures or improvements. Examples of such activities may include maple sugaring operations or the removal of a negligible number of trees for Grantor's personal, non-commercial purposes such as for fencing, firewood or wood crafts. More intensive forestry activities, treatments or cutting, whether for personal or commercial purposes, shall only be undertaken in accordance with a forest management plan approved by the Grantee. All forestry activities shall be in accordance with all governmental laws and regulations applicable to the Protected Property.

3. Structures and Improvements

(a) The right to construct and maintain small structures related to low-impact recreational or open space uses of the Protected Property (such as a picnic table, bench, deer stand, hunting blind, interpretive sign/kiosk, bridge or culvert), provided that each structure is located, accessed, sized, and used in a manner consistent with the Purposes and terms of this Easement. The cumulative impact of all such structures, measured in number, nature, size, and intensity of use, shall not be detrimental to the Purposes of this Easement.

(b) With prior written notification to Grantee, the right to construct and maintain structures for agricultural or forestry uses (such as a barn, maple sugar house, tool shed, livestock shelter) on the Protected Property, provided, however, that such structure or facility: (i) is supportive of and used *exclusively* for agricultural or forestry uses of the Protected Property and does not cover or displace large amounts of productive agricultural soil, (ii) does not have significant impact to scenic resources listed in the Purposes; and (iii) is located and accessed in a manner consistent with the Purposes and terms of this Easement. Fences for the purpose of securing animals or crops are permitted without Grantee's prior notification.

4. Farm Roads and Trails

The right to maintain existing farm roads, trails, and rights-of-way previously of record, along with the right to construct and maintain permeable-surface (unpaved) farm roads or trails provided they are used exclusively for agricultural, forestry, or non-commercial recreational purposes within and across the Protected Property. Any new farm roads or trails shall be located and constructed utilizing best management practices and in a manner not detrimental to the conservation values of the Protected Property as outlined in the Purposes of this Easement.

5. Recreation

The right to undertake and allow the use of the Protected Property for certain low-impact, non-commercial recreational activities compatible with open space uses such as hiking, walking, snowshoeing, and cross country skiing. Recreational use of bicycles and horses may be permitted at times of appropriate ground condition. Grantor shall not permit the public recreational use of all terrain or other motorized vehicles. Grantor, or Grantor's agent, may use all-terrain vehicles for agricultural, forestry, and transitory purposes only. All such uses shall: (a) be consistent and compatible with the conservation values described in the Purposes herein and all other terms of this Easement; (b) not degrade the future capacity of the Protected Property to produce agricultural and/or forest crops or have the potential to appreciably degrade other conservation values; and (c) not cause pollution or degradation of soil, surface or subsurface waters, soil loss or erosion.

D. RIPARIAN BUFFER

The Protected Property includes frontage on Bloody Brook, a tributary of the Connecticut River, which provides valuable aquatic and terrestrial wildlife habitat. A Riparian Buffer (hereinafter sometimes referred to as "Buffer") shall be maintained along the brook to protect this water resource and habitat by minimizing disturbance of vegetation and sensitive soils near the brook on the Protected Property. The Buffer is generally depicted on the Schedule "B" Conservation Map attached hereto and incorporated herewith, and shall include a strip of land extending 50 feet landward from the top of the bank of Bloody Brook, as it may move from time to time, in addition to the embankment sloping from the top of the bank to the low water mark of the brook.

Within the Buffer described herein, the goals, prescriptions and restrictions of this Section D are in addition to the provisions of Sections B and C, above, and where inconsistent, the provisions of this Section D shall supersede the provisions of Sections B and C. Grantor agrees to the following additional restrictions within the Buffer:

1. No harvesting of trees or other natural vegetation shall be permitted in the Riparian Buffer, except with Grantee's prior written approval and approval of Grantor's professional forester under a Forest Management Plan (as outlined in Section C.2, above) if such cutting is necessary to retain compliance with the Vermont Use Value Appraisal Program. The Plan shall have a primary purpose of maintaining a forested buffer so that breaks in the canopy are minimal and continuous natural cover is otherwise maintained. Notwithstanding the foregoing, with prior approval of Grantee, Grantor may cut and remove

non-native or invasive species in the Riparian Buffer, and with Grantee's prior written approval may cut and maintain a non-commercial, non-motorized trail through the Buffer. Trails shall be no wider than reasonably necessary for pedestrian use and be located to minimize impacts to the conservation values of the Protected Property as outlined in the Purposes.

2. No permanent or temporary structures, shall be constructed or placed on or within the Buffer, unless such structure, as determined in Grantee's sole discretion, would be consistent with the Purposes of this Easement and not adversely affect the conservation values of the Protected Property. Allowable exceptions could include, but are not limited to, a bog bridge or other such structure intended to reduce impacts of a footpath/trail on wet soils or seasonal agricultural fittings such as an irrigation intake with above ground piping. Notwithstanding the foregoing, Grantor shall have the right to maintain but not enlarge the pole barn which, at the time of the conveyance of this Easement, is located in the Riparian Buffer and depicted on the Schedule "B" Conservation Map,

3. No grazing, pasturing of animals, spreading of manure or fertilizer, plowing, tilling, or use of mechanized farm, landscaping or excavation equipment shall be permitted within the Buffer, without the prior written approval of Grantee. Notwithstanding the foregoing, Grantor shall have the right to cut grass in the portion of the open field which, at the time of the conveyance of this Easement, lies partly in the Riparian Buffer and is depicted on the Schedule "B" Conservation Map, which field may not be expanded,

Grantee may allow further exceptions to Section D of this Easement, so long as the proposed activities are to be performed for the purpose of maintaining or enhancing those values listed in the Purposes of this Easement; however, the allowance of such exceptions are within Grantee's sole discretion, and shall not be permitted except by its prior written approval.

E. PUBLIC ACCESS

Grantor hereby conveys to the Grantee the right to provide public access to, on and across the Protected Property for pedestrian, low-impact, outdoor recreational and educational purposes, including, but not limited to hiking, cross-country skiing, snowshoeing, wildlife observation, and fishing, so long as these uses remain consistent the Purposes of this Easement. Public access shall not extend to camping, access to any structures on the Protected Property (unless permitted by the Grantor), or any other use that is detrimental to the non-recreational Purposes of this Easement.

Grantor may post against vehicles, motorized or otherwise, and against access to active livestock fields, to agricultural cropland during the planting, growing, and harvesting season, to areas being actively managed for forestry purposes, and where public safety would be at risk.

F. RIGHT OF WAY

Grantor conveys a right-of-way ("Right-of-Way") to Grantee that shall benefit the rights and interests in real property that are conveyed by this Conservation Easement. The Right-of-Way shall be located on the right-of way that already benefits the premises, which right-of-way was reserved and described in the Warranty Deed of Glen G. Parker and Laura B. Parker to the Roman Catholic Diocese of Burlington, Vermont, Inc. dated 29 November 1965 and recorded at Book 38, Page 15 of the Norwich Land Records. The scope of the Right-of-Way shall be to provide Grantee and its agent pedestrian access to the Protected Property for monitoring and inspection purposes related to this Easement, and for the purpose of providing public access for low-impact recreational uses as more particularly described in Section E, above.

G. ENFORCEMENT OF RESTRICTIONS

1. Good Faith Effort to Resolve Issues

Grantor conveys and Grantee accepts this Easement with the understanding that they and their successors have an obligation in perpetuity to work together to uphold the objectives of this Easement. To this end, Grantor and Grantee shall confer with each other and attempt to resolve any issue by mutual agreement in a timely manner. Grantee shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Grantee may make periodic inspection of all or any portion of the Protected Property, and for such

inspection and enforcement purposes, Grantee shall have the right of reasonable access to the Protected Property.

2. Notice of Non-Compliance

In the event that Grantee becomes aware of non-compliance with the terms and conditions herein, whether existing or imminent, Grantee shall give written notice to Grantor of such non-compliance and request corrective action sufficient to abate the non-compliance and restore the Protected Property to its previous condition.

3. Possible Remedies

Failure by Grantor to take corrective action as requested by Grantee within a reasonable time after such notice and reasonable opportunity to take corrective action, shall entitle Grantee to pursue other legal remedies available to Grantee, in equity, including but not limited to arbitration, mediation, enlisting regulatory agency support, or administrative proceedings if applicable, or to bring an action in a court of competent jurisdiction to enforce the terms of this Easement, compel specific performance, and to recover any damages, special or general as provided by law. Some circumstances of non-compliance may constitute immediate and irreparable injury, loss, or damage to the Protected Property and may entitle Grantee to equitable relief, including but not limited to, *ex parte* injunctive relief, as a court may deem just.

4. Costs of Enforcement

If Grantor is responsible for non-compliance which is corrected through negotiation and voluntary compliance, Grantor shall reimburse Grantee all reasonable costs, including staff time, incurred in investigating the non-compliance and in securing its correction, unless such costs are waived by Grantee. Likewise, if a court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, costs, and reasonable attorney and legal fees, in addition to any other relief ordered by such court. Damages, when recovered, may be applied by Grantee to corrective action on the Protected Property if the court and Grantee so choose. In the event that Grantee initiates litigation and the court determines that Grantor has not failed to comply with this Easement, and that Grantee initiated litigation without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for any reasonable costs of defending such action, including court costs and reasonable attorney and legal fees.

5. Natural Disasters and Unauthorized Third-Party Causes of Non-Compliance

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against the Grantor for any injury to or change in the Protected Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section G, against any third party responsible for any actions inconsistent with the provisions of this Easement. This provision is not intended to absolve Grantor from responsibility of liability for any conduct or actions inconsistent with the terms of this Easement taken by Grantor's agents, independent contractors, or for Grantor's obligation to defend title.

6. Waiver of Timing Objections

No delay or omission by Grantee in the discovery of any non-compliance or exercise of any right or remedy upon any breach by Grantor or third party shall impair Grantee's rights or remedies or be construed as a waiver of enforcement rights.

H. CONDEMNATION, EXTINGUISHMENT, AMENDMENT

Grantor agrees that this Easement constitutes a real property interest immediately vested in Grantee, with a value that is at least equal to the proportionate value that the perpetual conservation restriction bears to the value of the property at the time of this conveyance. This Easement and Grantee's interest shall not be extinguished, terminated or modified except as set forth in this Section.

1. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of their interests subject to the taking and all

incidental or direct damages resulting from the taking. Grantor and Grantee shall be entitled to compensation from the recovered proceeds pursuant to paragraph H.3., below. The respective rights of Grantor and Grantee set forth in this paragraph H.1. shall be in addition to, and not in limitation of, any rights they may have at common law.

2. If a subsequent unexpected change in the conditions surrounding the Protected Property makes impossible or impractical the continued use of all or part of the Protected Property for conservation purposes, this Easement may be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantee shall be entitled to compensation resulting from such extinguishment pursuant to paragraph H.3., below. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the Conservation Purposes of this Easement.
3. In the event of a taking or an extinguishment pursuant to paragraphs H.1. or H.2. above, proceeds from the sale, exchange, or involuntary conversion, shall be allocated between Grantor and Grantee as required under Treasury Regulations Section 1.170-A-14(g)(6)(ii). As such, Grantee shall be entitled to the greater of: (a) an amount equal to the appraised value of the perpetual conservation restriction (using a before and after valuation methodology, see Treasury Regulations Section 1.170A(h)(3) regarding valuation) at the time of the taking or extinguishment, or (b) an amount equal to the proportionate share that the perpetual conservation restriction represented at the time of conveyance (using a before and after valuation methodology) as applied to the unencumbered value of the land affected by the taking or extinguishment.

In certain circumstances in which Grantee, in Grantee's sole discretion, determines either that (i) the cost to Grantee of any current appraisal is likely to exceed any benefit to Grantee pursuant to paragraph H.3.(a), or (ii) the benefit of having such an appraisal done is so small as to be insignificant, Grantee may elect to treat as Grantee's proportionate share the amount determined pursuant to paragraph H.3.(b), above.

If sufficient funds are not available for Grantee to be paid its entire proportionate share out of the proceeds, or if for any other reason Grantee is not paid its entire proportionate share, Grantee has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Property at the time of such sale. In the event of extinguishment of this Easement in whole or in part, the provisions of this paragraph H.3. shall survive such extinguishment. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the conservation purposes of this Easement as of the effective date of this Easement.

4. Except for modifications or amendments that would wholly or partially extinguish the restrictions of this Easement (which may only occur pursuant to H.2 above), Grantor and Grantee may, by mutual written agreement, jointly amend this Easement; provided:
 - (a) No amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the U.S. Internal Revenue Code and the laws of the State of Vermont; and
 - (b) Any amendment shall further, or be consistent with, the Purposes of this Easement, shall not affect its perpetual duration, shall not permit additional residences on the Protected Property, and shall not permit any impairment of the significant conservation values of the Protected Property. Grantor and Grantee may amend this Easement to make it more restrictive to comply with the provisions of Section 2031(c) of the U.S. Internal Revenue Code; and
 - (c) Any amendment shall be signed and duly recorded in the appropriate location for public land records.

Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment, or to consult or negotiate regarding any amendment.

I. MISCELLANEOUS PROVISIONS

1. Grantee Approvals

Where Grantee's prior written approval is required in this Easement, the Grantor shall submit to the Grantee information sufficient for Grantee to identify and evaluate the proposed activity with reasonable specificity, which may include documents, maps, plans, specifications, and designs where appropriate. Grantor shall reimburse Grantee for all *extraordinary* costs, including staff time and expenses incurred in reviewing the proposed action, which may include consultation with governmental agencies, conservation or preservation organizations, or other expert advisors, or on-site inspections conducted outside the scope of Grantee's routine annual monitoring visits. Grantee shall not seek reimbursement of costs which are expected and routine in scope, such as reviewing forest management plans referenced in Section C.2. Additionally, if Grantor proposes an act which has not been addressed or contemplated in this Easement, Grantor shall reimburse Grantee for any extraordinary costs, including staff time, incurred in reviewing such proposed action. If Grantee has designated in writing another organization or entity to have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of Grantee.

2. Compliance with Applicable Law for Improvements

Grantor hereby agrees that the construction, installation or maintenance of any structures or improvements or any use of the land otherwise permitted under this Easement, shall be in accordance with all applicable laws, ordinances, statutes and regulations, which may require Grantor to seek and obtain permits for such improvements prior to seeking approvals from Grantee.

In order to comply with applicable state rules concerning potable water supplies and wastewater systems, Grantor shall not construct or erect any structure or building or other improvement on any portion of the premises described in this deed, if the use or useful occupancy of that structure or building or improvement will require the enlargement of, installation of, or connection to a potable water supply or wastewater system, without first complying with applicable state or local rules and obtaining any required permit.

If Grantor is required by law or necessity to replace or improve a wastewater system or potable water supply in existence at the time of this transaction, and all attempts to locate such system or supply within the Excluded Area, in a manner that complies with the then current state and local laws and regulations, as determined by a licensed designer (retained at Grantor's sole expense) have failed, then Grantor may seek written approval of Grantee for the location of a replacement system or supply on the Protected Property. Grantee's approval shall not be unreasonably withheld nor conditioned provided that such wastewater system is designed to accommodate no greater than a four bedroom household or the capacity of the preexisting system, whichever is greater, and such system or supply is located in a manner consistent with and not detrimental to the Purposes of this Easement to the extent possible.

3. Transfer by Grantee

In the event that the Grantee is no longer able to hold and steward this Conservation Easement, Grantee may transfer the Conservation Easement only to a State agency, municipality or qualified organization as defined in Chapter 34 or Chapter 155 Title 10 V.S.A., that agrees that the Purposes of this Easement will continue to be carried out, in accordance with the laws of the State of Vermont and the regulations established by the Internal Revenue Service governing such transfers.

4. Additional Easement

Should Grantor and Grantee, together, determine that the Purposes of this Easement could be enhanced by additional easements or restrictions, or if the Grantor desires to convey some additional measure of public benefit, Grantor may execute an additional instrument to this effect, with Grantee's prior written approval; Grantee's approval shall not be unreasonably denied, provided that the conservation and preservation purposes of this Easement are not diminished thereby and, further, that a qualified conservation organization or public body pursuant to 10 V.S.A. § 821 accepts and records the additional easements or restrictions.

5. Changed Conditions

In granting this Easement, Grantor understands that uses prohibited hereby may, in the future, become even more economically valuable than permitted uses; Grantor likewise has considered that neighboring

properties may be put entirely to such prohibited uses. Grantor and Grantee expressly intend that any such changes in the economy or to nearby lands shall not be deemed "changed conditions" that might otherwise be used as an argument to alter or terminate this Easement. Likewise, Grantor understands and acknowledges that Grantee's interest in this Easement is governed by federal and state law, as well as organizational standards and practices that make future alterations or amendments to this Easement unfeasible or highly unlikely.

6. Indemnification

Grantor shall release, hold harmless, defend, and indemnify Grantee its employees, agents, and assigns, except as provided for in Section D.5, "Natural Disasters and Unauthorized Third-Party Causes of Non-Compliance," from any and all liabilities including but not limited to injuries, losses, damages, judgments, costs, expenses, and fees which Grantee may suffer or incur as a result of, arising out of, or connected with: (a) the activities of the Grantor on the Protected Property, other than those caused by the negligent acts or misconduct of the Grantee; or (b) violation or alleged violation of, or other failure to comply with any state, federal or local law, regulation or requirement by the Grantor in any way affecting, involving, or relating to the Protected Property, including all solid waste and hazardous waste cleanup laws.

7. Notice to Grantor's Successors

In any deed conveying title of the Protected Property (or any division of ownership thereof permitted hereby), Grantor shall make reference to this agreement and shall indicate that said rights and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor or Grantor's legal representatives shall also notify Grantee of the name(s) and address(es) of Grantor's successor(s) in interest at least 10 business days prior to any such transfer.

8. Taxes and Liens

Grantee shall be under no obligation to maintain the Protected Property or to pay any taxes, liens, or assessments thereon. Grantor shall avoid the imposition of any liens that may affect Grantee's rights hereunder. If Grantor fails to pay known taxes, liens, or assessments on the Protected Property, it shall notify Grantee in a timely manner so that Grantee may, at its discretion, pay the outstanding taxes or assessments; Grantee shall then be entitled to reimbursement of such payment by Grantor.

9. Successors to Grantor and Grantee

The term "Grantor" shall include the heirs, executors, administrators, successors, and assigns of the original Grantor, **ROBERT G. PARKER**. The term "Grantee" shall include the successors and assigns of the original Grantee, **UPPER VALLEY LAND TRUST, INC.** The same terms apply whether Grantor or Grantee is a person or entity, male or female, singular or plural.

10. Invalidation or Waiver

Invalidation or waiver of any of the provisions hereof shall not affect any other provision of this Easement. The headings and captions in this Easement have been inserted solely for convenience of reference and shall not define or limit the provisions of this Easement nor affect their construction or interpretation. Matters inserted within parentheses in the text of this Easement, or otherwise presented as a list of examples, are provided for purposes of example only and are not intended to be by way of limitation or expansion.

11. Controlling Laws and Liberal Construction/Interpretation

This Easement shall be interpreted under and governed by the laws of the State of Vermont, and shall be liberally construed to effectuate the Purposes of this Easement, especially in the case of any ambiguity in the meaning or interpretation of any terms or provisions of this Easement.

TO HAVE AND TO HOLD said granted development rights, conservation easement and restrictions, with all the privileges and appurtenances thereof, to said Grantee, **UPPER VALLEY LAND TRUST, INC.**, its successors and assigns, to their own use and behoof forever; and said Grantor, **ROBERT G. PARKER**, for himself and his heirs and assigns, does covenant with the said Grantee, its successors and assigns, that until the sealing of these presents he is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid, that said premises are free from every encumbrance except those previously of record, and Grantor hereby engages to warrant and defend the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, I set my hand and seal this 17th day of December, 2019.

GRANTOR:

Arthur G. Williams
Witness to RGP

Robert G. Parker
Robert G. Parker

STATE OF Vermont
COUNTY OF Windsor ss.

At Norwich, this 17th day of December, 2019,
Robert G. Parker personally appeared and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed.

Before me, Margaret L. Merrens
Notary Public #157,0006099
My commission expires: 01/31/21



ACCEPTED BY GRANTEE:

UPPER VALLEY LAND TRUST, INC.

The Upper Valley Land Trust, Inc. hereby acknowledges, approves and accepts the foregoing conveyance
and the rights and obligations conveyed therein.

Paul D. Blythe
Witness to MJM

By M. Jean McIntyre
M. Jean McIntyre
Its duly authorized agent

STATE OF New Hampshire
COUNTY OF Grafton, ss.

At Hanover, this 17th day of December, 2019, before me the
undersigned officer, personally appeared M. Jean McIntyre known to me (or satisfactorily proven) to be the
authorized agent of the Upper Valley Land Trust, Inc. and that being authorized to do so on behalf of such
corporation, executed the foregoing instrument for the purposes therein contained and as her free act and
deed.

Before me, Megan C. Chapman
Notary Public
My commission expires: 6/7/2022



SCHEDULE "A"

Premises:

Being all and the same lands and premises conveyed to Grantor by the following decree and deeds:

- (1) An undivided two-fifths interest decreed to Robert G. Parker in the Amended Decree of Distribution of Real Estate dated 13 May 1997 and recorded at Book 123, Page 379;
- (2) An undivided one-fifth interest conveyed by Executor's Deed of Lucille H. Parker, Executrix under the will of Charles W. Parker, dated 26 July 1994 and recorded at Book 115, Page 46;
- (3) An undivided one-fifth interest conveyed by Warranty Deed of George B. Parker dated 28 February 1996 and recorded at Book 119, Page 728; and
- (4) An undivided one-fifth interest conveyed by Warranty Deed of Blanche P. Perkins dated 03 April 1997 and recorded at Book 123, Page 662;

Excepting the parcel conveyed to Andrew W. Williams and Deborah M. Williams by Warranty Deed dated 10 April 2015 and recorded at Book 215, Page 815 of the Norwich Land Records more particularly described on a plan recorded at Map Slide 561A of the Norwich Land Records.

Reference may be made to the above described deed and record and to the deeds and records referred to therein for a more complete and particular description.

Protected Property:

The Protected Property consists of 8.37 acres, being an area of land depicted as "Protected Property" on a plan (the "Plan") entitled "Conservation Plan of Land Owned by: Robert G. Parker, 421 Main Street, Norwich, Vermont, 05055, Tax Map 20 Lot 135", prepared by Wayne McCutcheon Assoc., Inc., 492 Washington Street, Claremont, NH, dated November 1, 2019, Scale: 1 inch = 60 feet, Proj. No. 1636519, which Plan shall be recorded herewith in the Town of Norwich Land Records, with a metes and bounds description as shown on the Plan as follows:

Beginning at an existing rebar, set in the westerly side of the right-of-way of Main Street, which rebar marks the northeasterly corner of the Protected Property and the southeasterly corner of land now or formerly of Theodore H. and Ruth P. Jabbs;
Then proceeding N 69° 40' 21" W along the land of Jabbs a distance of 663.27 feet to a set iron pin;
Then continuing N 69° 40' 21" W along the land of Jabbs a distance of 40 feet to a point in the center of Bloody Brook, which point marks the northwesterly corner of the Protected Property;
Then turning and proceeding in a southerly direction along the center of Bloody Brook a distance of 700 feet, more or less to a point in the center of the brook, which point marks the southwesterly corner of the Protected Property; and the northwesterly corner of land now or formerly of St. Francis of Assisi;
Then turning and proceeding S 84° 13' 43" E along land of St. Francis of Assisi a distance of 11 feet to an existing iron pin;
Then continuing S 84° 13' 43" E along land of St. Francis of Assisi a distance of 28 feet to a set iron pin;
Then continuing S 84° 13' 43" E along land of St. Francis of Assisi, a distance of 401.68 feet to an existing iron pin;
Then proceeding S 85° 09' 08" E along land now or formerly of Norma Walker Goff, a distance of 41.19 feet to a set iron pin;
Then turning and proceeding N 14° 00' 38" E along an area of land depicted as "Excluded Area" on the Plan, a distance of 265.92 feet to a set iron pin;
Then turning and proceeding S 72° 31' 33" E along the Excluded Area, a distance of 129.95 feet to a reset rebar, which rebar marks the southwesterly most corner of land now or formerly of Jennifer O'Flaherty and Elizabeth Ryan;
Then turning and proceeding N 34° 08' 49" E along land of O'Flaherty and Ryan, a distance of 237.60 feet to an existing rebar;
Then turning and proceeding S 72° 39' 43" E along land of O'Flaherty and Ryan, a distance of 35.40 feet to a reset rebar;

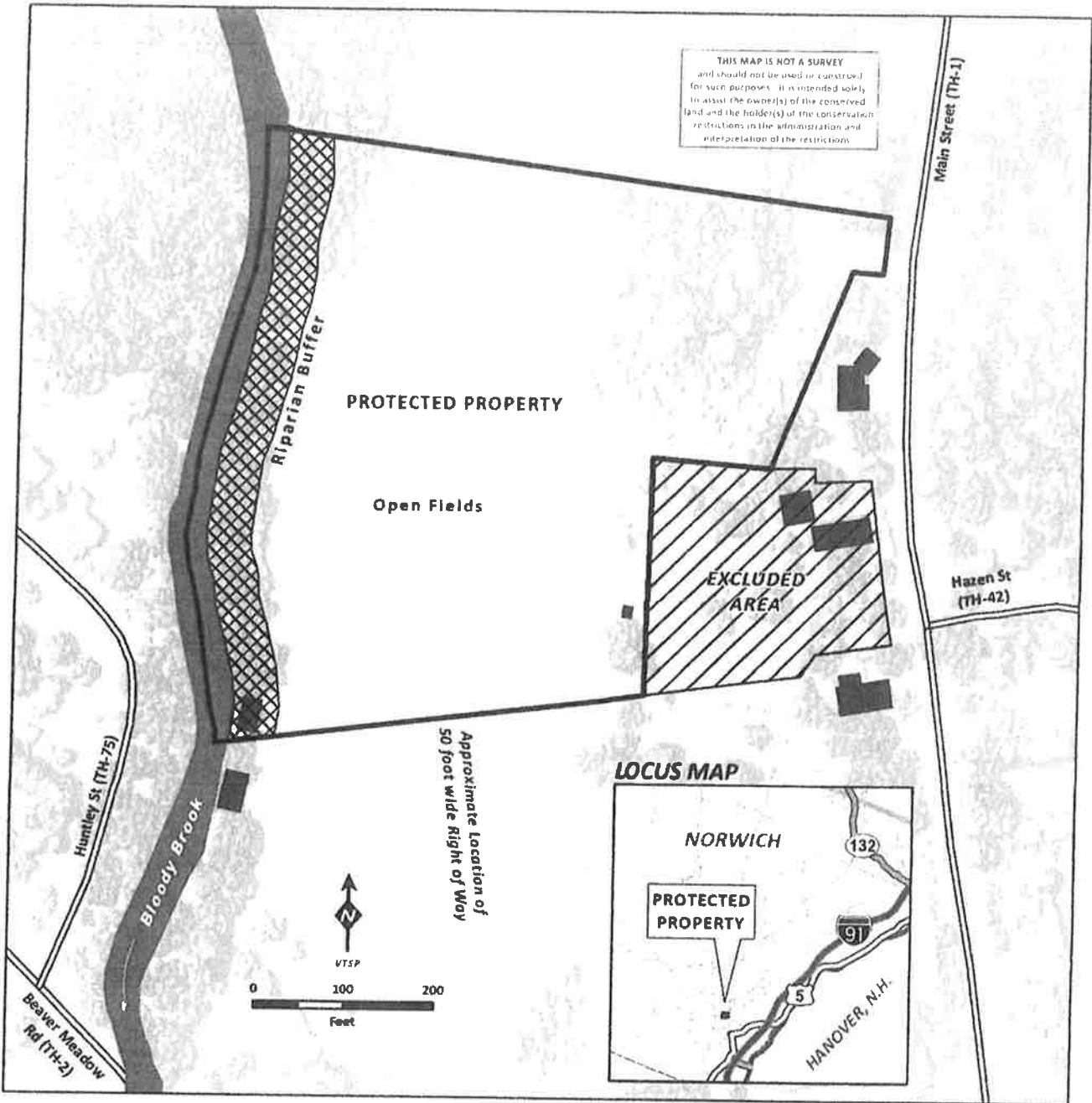
Then turning and proceeding N 18° 48' 28" E along the right-of-way of Main Street, a distance of 64.64 feet to an existing rebar, being the **point of beginning**. *All bearings reference Magnetic North.*

Excluded Area:

The Excluded Area consists of 1.36 acres, being an area of land depicted as "Excluded Area" on the above referenced "Plan," with a metes and bounds description as shown on the Plan as follows:

Beginning at an existing rebar, set in the westerly side of the right-of-way of Main Street, which rebar marks the southeasterly corner of the Excluded Area and the northeasterly corner of land now or formerly of Andrew W. Williams;
Then proceeding N 03° 34' 53" E along the right-of-way of Main Street a distance of 69.75 feet to a set iron pin;
Then proceeding N 04° 57' 30" E along the right-of-way of Main Street a distance of 116.35 feet to an existing rebar which rebar marks the northeasterly corner of the Excluded Area and the southeasterly corner of land now or formerly of Jennifer O'Flaherty and Elizabeth Ryan;
Then turning and proceeding N 79° 45' 35" W along land of O'Flaherty and Ryan a distance of 63.01 feet to an existing concrete bound;
Then turning and proceeding N 12° 39' 56" E along land of O'Flaherty and Ryan a distance of 15.92 feet to an existing granite bound;
Then turning and proceeding N 78° 30' 06" W along land of O'Flaherty and Ryan a distance of 49.51 feet to a reset rebar;
Then proceeding N 72° 31' 33" W a distance of 129.95 feet to a set iron pin which pin marks the northwesterly corner of the Excluded Area;
Then turning and proceeding S 14° 00' 38" W a distance of 265.92 feet to a set iron pin which pin marks the southwesterly corner of the Excluded Area and a point on the northerly bound of land now or formerly of Norma Walker Goff;
Then turning and proceeding S 85° 09' 08" E along land of Goff a distance of 114.18 feet to an existing rebar;
Then proceeding S 84° 10' 29" E along land of the afore-referenced Williams a distance of 59.63 feet to an existing iron pin;
Then turning and proceeding N 47° 04' 56" E along land of Williams a distance of 29.67 feet to an existing rebar;
Then turning and proceeding S 84° 54' 47" E along land of Williams a distance of 86.47 feet to an existing rebar, being the **point of beginning**. *All bearings reference Magnetic North.*

SCHEDULE "B"
Conservation Map of Protected Property



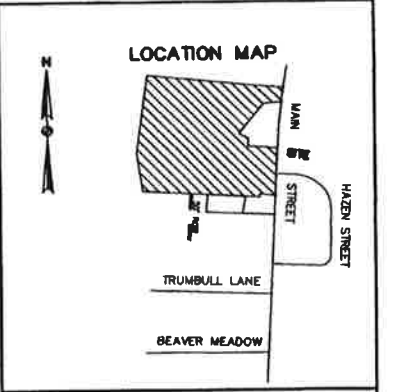
MAP FEATURES

- Protected Property
- Excluded Area
- Buildings / Structures
- Public Roads
- Surface Water (Bloody Brook)
- Parker_BloodyBrook_50ft_Buffer_poly

Data Sources: The Protected Property and Excluded Area configurations are based on a survey of the property by Wayne McCutcheon (2019); Road centerline and LIDAR map background data from VCGI; All other features derived from GIS and GPS data; Map Coordinate System: VT SPCS, NAD 83, meters; ArcMap File: Parker_Sched_Map_2019.mxd; Map Date: October 2019



Exh. A-3



TAX MAP 20 LOT 137
THEODORE H. & RUTH P. JABBS
451 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 170
ALEXA MANNING
442 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 171
DEBORAH DUFTY
436 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 172
LISA SJOSTROM
422 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 199
DANIEL S. BENJAMINE
FROMIN HENRIKE
410 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 36
JENNIFER O'FLAHERTY
ELIZABETH RYAN
431 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 134
ANDREW W. WILLIAMS
P. O. BOX 1031
NORWICH, VERMONT
05055

TAX MAP 20 LOT 133
PAUL G. & COLLEEN BARR BOZUWA
395 MAIN STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 116
ST. FRANCIS OF ASSISI
MATANO, TRUSTEE
70 BEAVER MEADOW ROAD
NORWICH, VERMONT
05055

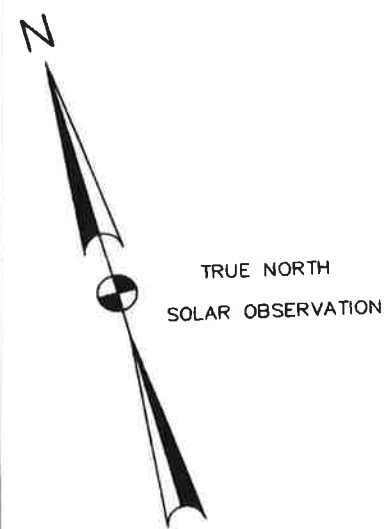
TAX MAP 20 LOT 94
EVRETT THOMPSON
18 SARGENT STREET
NORWICH, VERMONT
05055

TAX MAP 20 LOT 98
ALICE W. WILSON TRUST
c/o MARK WILSON, TRUSTEE
34 EDGEWATER DRIVE
BARRINGTON, NEW HAMPSHIRE
03825

TAX MAP 20 LOT 99
LAWRENCE BABCOCK, TRUSTEE
VIRGINIA STONE, TRUSTEE
P. O. BOX 61
NORWICH, VERMONT
05055

LOT 2
8.37 ACRES
364,621 SQ. FT.

LOT 1
1.36 ACRES
59,176 SQ. FT.



BROOK

BLOODY

STREET

MAIN

HAZEN STREET

CLOSURE LINE S16°30'15"W 691.26'
700' ± ALONG CENTER OF BROOK

EDGE OF WOODS

50' RIGHT OF WAY FROM BEAVER MEADOW ROAD
(SEE PLAN REFERENCE #1)

DEED REFERENCES

1. AMENDED DECREE OF DISTRIBUTION OF REAL ESTATE, ROBERT G. PARKER EXECUTOR TO THE ESTATE OF LAURA B. PARKER, DATED: MAY 13, 1997 RECORDED IN BOOK 123 PAGE 379.
2. LUCILLE H. PARKER, EXECUTRIX UNDER THE WILL OF CHARLES W. PARKER TO ROBERT G. PARKER, DATED: JULY 26, 1994 RECORDED IN BOOK 115 PAGE 46.
3. GEORGE B. PARKER TO ROBERT G. PARKER, DATED: FEBRUARY 28, 1996 RECORDED IN BOOK 119 PAGE 728.
4. BLANCHE P. PERGONS TO ROBERT G. PARKER, DATED: APRIL 3, 1997 RECORDED IN BOOK 123 PAGE 822.

PLAN REFERENCES

1. PLAN ENTITLED "SURVEY PLAN PREPARED FOR ROBERT PARKER NORTH MAIN STREET, NORWICH, VERMONT" DATED: NOVEMBER 13, 1988 PREPARED BY: T & M ASSOCIATES, INC.
2. PLAN ENTITLED "SURVEY OF LOT OWNED BY CHARLES KETTERING NORWICH, VERMONT DATED: MAY 26, 1956 PREPARED BY: E. S. BROWN
3. PLAN ENTITLED "PLAT OF LAND OF ANDREW FOSTER (GLEN G. PARKER) NORWICH, VERMONT" DATED: JUNE 14, 1957 PREPARED BY: K. A. LECLAIR
4. PLAN ENTITLED "GLEN G. PARKER, PROPOSED CATHOLIC CHURCH SITE MEADOWBROOK ROAD NORWICH, VERMONT" DATED: OCTOBER 11, 1985 PREPARED BY: KENNETH A. LECLAIR
5. PLAN ENTITLED "ANNEXATION PLAN OF LAND OWNED BY: ROBERT G. PARKER, DATED: FEBRUARY 28, 2015, PREPARED BY: WAYNE McCUTCHEON ASSOCIATES, INC.

VERMONT CERTIFICATION

THIS SURVEY AND PLAT IS BASED ON DEEDS AND PLATS AS REFERENCED HEREON AND PHYSICAL EVIDENCE FOUND. THIS PLAN IS BASED ON A FIELD SURVEY UTILIZING AN ELECTRONIC THEODOLITE AND DISTANCE METER OBTAINING AN ERROR OF CLOSURE GREATER THAN 1 PART IN 10,000.

Wayne C. McCutcheon



SUBDIVISION PLAN OF LAND OWNED BY:
ROBERT G. PARKER
421 MAIN STREET
NORWICH, VERMONT
05055
TAX MAP 20 LOT 135

PREPARED BY:
WAYNE McCUTCHEON ASSOC., INC.
492 WASHINGTON ST. CLAREMONT, N.H.
DATE: JULY 14, 2019 SCALE: 1"=60'
DRAWN BY: W.M. CK'D BY: W.M.
SURVEYED BY: W.M., R.P. & A.W.
PROJ. NO. 1636519



THIS PLAT MEETS THE REQUIREMENTS OF 27 VSA 1403

THIS PLAT IS AN ORIGINAL INK ON MYLAR

#1B50B20
Exh. A-4

Rod Francis
Zoning Administrator
Town of Norwich
PO Box 376
Norwich, VT 05055

April 28, 2020

Mr. Francis:

Waiver Request for Subdivision Approval at 20-135.000 (421 Main St Norwich)

A waiver is requested under NSR Section 2.1 (C) to waive Preliminary Plan Review and hear this application under Final Plan Review. I believe this application and plan are complete including the required information for a **Final Hearing. A Subdivision Plat of the property dated July 14, 2019 by Wayne McCutcheon, Associates** includes details of existing development on the newly created lot, additional property lines and remaining lot consisting of all conserved lands.

Thank you

Robert G Parker

1BSUB20
Exh. A-5

Written Description of Proposed Development Plan —subdivision of tax map parcel #20-135.000 into two parcels of 1.36± and 8.37± acres.

Parcel #20-135.000 is currently 9.73± acres with frontage on Main St. The land drops off behind the house to a meadow, which is subject to the Special Flood Hazard Area (SFHA). The purpose of the subdivision is to allow for a conservation easement held by the Upper Valley Land Trust on the undeveloped parcel of 8.37± acres. The intent is to preserve open space and the biological diversity present in the meadow. I will remain resident and owner of the remaining 1.36± acres.

TOWN OF NORWICH
DEVELOPMENT REVIEW BOARD

DOCUMENTS AND INTERESTED PARTIES

Application Number: #1BSUB20

Lot: #20-135.000
421 Main Street

Site Visit:

Public Hearing Date: May 21, 2020

Applicant/ Landowner: Robert G. Parker
PO Box 131
Norwich, VT 05055

Interested Parties:

NATURE OF APPLICATION - **#1BSUB20:** Preliminary Plan Review of a Subdivision Application by Robert G. Parker, Applicant and Landowner, to divide Lot 20-135.000 into 2 lots of approximately 1.36 acres and 8.37 acres at 421 Main Street. Application to be reviewed under the Norwich Subdivision Regulations.

The record in this case includes the following documents:

Submitted by Applicant

- A-1 Application #1BSUB20 (1-28-20)
- A-2 Conservation Easement Deed with Schedule "B" Conservation Map of Protected Property (12-17-19)
- A-3 Subdivision Plan, by Wayne McCutcheon (7-14-19)
- A-4 Waiver Request (5-11-20)
- A-5 Narrative (5-11-20)

Submitted by Zoning Administrator

- ZA-1 Documents and Interested Parties list, dated 5-12-20
- ZA-2 ZA Report (5-12-20)

TO: Development Review Board
FROM: Rod Francis, Planning Director
RE: #1BSUB20 Parker subdivision
DATE: 05/12/2020

Robert Parker has filed application to subdivide his existing property (20-135.000) at 421 Main St into two parcels. The smaller lot 1.36± acres developed with the existing dwelling, and an 8.37± acres parcel to be placed in conservation through an easement held by the Upper Valley Land Trust.

A copy of the survey and easement deed are contained in the packet.

Mr. Parker has requested a waiver (see packet). This request meets the standards as laid out in Section 2.1 (C) of the Norwich Subdivision Regulations (p3) [excerpted below].

Section 2.1(C) Waiver Authority. In accordance with the Act [§4413(b)], the Development Review Board may waive, subject to appropriate conditions: either (i) application requirements set out in Table 2.2, preliminary plat review and associated public hearing requirements; or (ii) development review standards set forth in Article III.

In the case of (i), the applicant shall identify the specific requirements for which the waiver is requested and state those that are not applicable and why they are not applicable and the basis for the requested waiver.

In the case of (ii), the applicant shall be required to establish that due to the special circumstances of a particular site, the requirements of the development review standards for which waiver is sought will create an unreasonable hardship or adversely affect valuable natural resources, rural character, or aesthetics and that granting the waiver will be consistent with the purposes of these regulations as set forth in Article 1.

The request for a waiver shall be submitted in writing by the applicant with the subdivision application, and it shall be the responsibility of the applicant to provide sufficient information to justify the waiver and to enable the Development Review Board to make the findings cited below and make a decision. The Board may grant or deny waivers, in whole or in part. In granting waivers, the Board shall require such conditions as will in its judgment secure substantially the objectives of the provisions that are the subject of the waiver. Before granting a waiver to the development review standards set forth in Article III, the Board shall make the following findings, including the rationale for each finding:

- 1) That the development review standards for which the waiver is sought will create an unreasonable hardship or adversely affect valuable natural resources, rural character, or aesthetics, and
- 2) That granting the waiver will be consistent with the purposes of these regulations, and
- 3) That, in consultation with the fire and police chiefs, granting the waiver will not adversely affect public safety, and

4) That granting the waiver will not adversely affect the character of the neighborhood.

The submission requirements for Final Plan approval under Table 2,2 (p12) have been met.

The conservation easement precludes any future development occurring on the 8.37± acres parcel.

Requirements under Table 2.2 (B) Plan/Plat Mapping, (C) Supporting Information & Documentation and (D) As may be required by the DRB which pertain to future development are not relevant.

Recommendation 1: Approve the waiver request

Recommendation 2: Proceed with Final Plan Approval (see p8).