DEVELOPMENT REVIEW BOARD

MEETING AGENDA

Monday, September 8, 2025
6:00 p.m. - Hybrid Meeting

Topic: Ludlow Development Review Board - Hybrid
Log-In Online 8 September 2025 at 17:45 Eastern Time (US and Canada)

Join Zoom Meeting: Ludlow Development Review Board Zoom Link – September 8, 2025
Meeting ID: 960 3551 7223
Passcode: 153190

MEMBERS PRESENT:

George Tucker, Jr. - Chair	Phil Carter	Doug Sheehan
John Boehrer	Julie Nicoll	

STAFF PRESENT:

Jarrod Jowdy	Lisha Klaiber	Brendan McNamara

OTHERS PRESENT:

Eric Alden – All	Sherri Dennett – Fox Run	Pollyanna Sidell – Create
Scott Baitz - All	Ron Parry – All	Jean Strong – All
Mark Bannon - USA	Gary Rapanotti	Katheryn Svec - Create
Kathy Burns - Northshore	Gary Sawicki	Sherry Tucker
Robbie Corliss - Sawicki	Penny Sawicki	James Young - Sawicki
David Corliss - Sawicki	Noah Schmidt - all	Marissa

I. CALL TO ORDER - Roll Call

1. George Tucker, Chair, opened the meeting at 6:00 p.m., all members present:

II. CHANGES TO AGENDA

1. No changes were needed

III. PUBLIC HEARING FOR CREATE TOGETHER, INC

1. George Tucker advised that this is an application to convert lower level space of the Meadowview Building to classroom space and to change the Corn Crib Building usage from seasonal to year-round. This project is located at 611 Route 103S in the Town Residential-Commercial District.
2. Jarrod Jowdy advised that there was a clerical error in the notices for this hearing. It was noticed as Application Number 128-98-PUD, Amendment #70. The correct Application # is 084-95-CU, Amendment #5. Property owner is Fletcher Farm Foundation, Inc. He said it was posted in the Town Hall bulletin Boards on August 18, 2025 and the Post Office Bulletin board and on the website on August 18, 2025, advertised in THE VERMONT JOURNAL on August 20, 2025 and abutting property owners were notified on August 18, 2025. Letters have been received from Ambulance and Fire departments.
3. George Tucker administered the oath to Pollyanna Sidell.
4. Pollyanna Sidell said that they had been here earlier in the year to request converting the upper level of the building to flexible classroom space. They are re-starting and re-inventing the Fletcher Farm School for the Arts to offer affordable classes for locals. They also offer year-round classes. They want to convert the lower level to have classes for stained glass, jewelry and pottery. Classes will; be from 9:00 a.m. to 8:00 p.m. They will have classes on weekends, week nights and week-long classes. She said it is the small building behind the big barn.
5. Doug Sheehan asked about large deliveries, referring to the decision from earlier this year.
6. Pollyanna Sidell said they don't have large deliveries. They don't have the capacity and most of the classes are only between 6 and 10 people.
7. Phil Carter asked Pollyanna Sidell if she had read the permit from the Division of Fire Safety and noted:
    a. The interior door between the 2 spaces will be removed. The 2 existing outswing doors comply with sections 7.5.1.2.1, 7.5.1.3.1 and 7.5.1.3.5 in regards to common path of travel.
    b. The ground floor was used as office space, requested/proposed use is for year-round multi-use workshops for artists and craftspeople. Max occupancy load 18 people. (no gas or kiln will be inside the building.)
8. Pollyanna Sidell said the kiln will be into the Corn Crib with a kiln safety kit.
9. George Tucker, Jr. asked about changes to the land
10. Pollyanna Sidell said the path to the Corn Crib is grass and they want to put in a sidewalk. Also, dark sky lights are in place.
11. John Boehrer asked about changes to parking
12. Pollyanna Sidell said none. She added that for events, they have an arrangement with TRSU to use the parking in their area.
13. George Tucker, Jr. asked if the occupancy of the lower level will be 18. He asked about the Corn Crib?
14. Pollyanna Sidell said that is not in the packet. It is already 10 and the letter from the Fire Marshal has no documentation on it.
15. George Tucker, Jr. said, for the record, that the occupancy of the lower level will be limited to 18 and for the Corn Crib to 10.

16. Phil Carter noted that in his letter dated August 1, 2025, Fire Chief Ben Whalen listed condition #4 regarding buildings shall have sprinkler and fire alarm systems as required in previous similar buildings. Phil Carter noted that in a letter dated August 7, 2025, Chief Whalen said:
    a. "Please remove condition 4 from my letter unless required by the fire marshal for the use of the space."
17. George Tucker, Jr. repeated the hours listed 9:00 a.m. to 11:00 a.m., 12:00 p.m. to 4:00 p.m. and 5:00 p.m. to 8:00 p.m.
18. Pollyanna Sidell said the workshops will be from 9:00 a.m. to 4:00 p.m. and 5:00 p.m. to 8:00 p.m. She said as per their last permit, there will be no activities after 9:00 p.m.
19. **MOTION by George Tucker, Jr. and seconded by John Boehrer to close this hearing. Motion passed unanimously**

IV. OPEN THE PUBLIC HEARING FOR FOX RUN PROPERTIES, LLC.

1. George Tucker, Jr. advised that this is an application for the construction of a deck to be added to the Event Room at the Fox Run golf course. This property is located on the Town Residential-Commercial I District.
2. Jarrod Jowdy said this is Application 81-55-CU Amendment #3, 492-23, Amendment #1. Property owner Fox Run Properties. LLC. The property is located 87 Fox Lane in the Town Residential-Commercial I District. He said it was posted in the Town Hall bulletin Boards on August 19, 2025 and the Post Office Bulletin board and on the website on August 19, 2025, advertised in THE VERMONT JOURNAL on August 20, 2025 and abutting property owners were notified on August 19, 2025. Letters have been received from Police, Ambulance and Fire departments.
3. George Tucker, Jr. administered the oath to Sherri Dennett.
4. Sherri Dennett said that the project is to provide additional area to the event space. There was a permit issued in 2022, but we didn't start the work. The original plans included extra seating, but this one does not have additional seating. We will have an outdoor welcome area for indoor/outdoor weddings.
5. Phil Carter asked if they will be increasing the seating by 89.
6. Sherri Dennett said there will not be an increase in seating, it will stay 150. We are just opening the space for outside. The deck allows indoor/outdoor use. She said the capacity of the room is 150.
7. Julie Nicoll said that the original permit limited the number of days
8. George Tucker, Jr. said that was with the increase in seating and is not applicable now. This is for increase in the space only.
9. Julie Nicoll asked about sewer allocation
10. George Tucker, Jr. said there is no increase in the allocation. That was the state.
11. Phil Carter asked about the size.
12. Sherri Dennett said 53 x 30 feet.
13. George Tucker, Jr. said the property is located in the Special Flood Area. He asked if Sherri Dennett is familiar with the letter from John Broker Campbell dated 1/20/2023. He read from the

letter and advised that these conditions still are in effect: for all development located within the FEMA mapped SFHA, the National Flood Insurance Program (NFIP) minimum regulations.

a. Designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure during the occurrence of the base flood; see FEMA guidance *Managing Floodplain Development Through the NFIP*
b. Constructed with materials resistant to flood damage such as pressure treated lumber, see FEMA Technical Bulletin 2-08: *Flood Damage Resistant Materials Requirements*
c. Constructed by methods and practices which will minimize flood damage
d. Constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or anchored to prevent water from entering or accumulating within the design components during conditions or flooding

14. Phil Carter referred to the Division of Fire Safety Construction Permit Letter conditions and asked if the applicants has any issues with the conditions
15. Sherri Dennett said none at all
16. George Tucker, Jr. asked if it would be a new deck, stairs and entry
17. Sherri Dennett said yes
18. Doug Sheehan asked if it would be used more than 12 times per year
19. Sherri Dennett said we use the room in the winter but don't anticipate using the deck in the winter
20. George Tucker, Jr. asked if this will affect traffic
21. Sherri Dennett said there should not be any changes
22. George Tucker, Jr. asked about lighting, glare or reflection
23. Sherri Dennett said dark sky
24. George Tucker, Jr. asked about dust, fumes or vapor gases
25. Sherri Dennett said no
26. George Tucker, Jr. asked about vibrations
27. Sherri Dennett said no
28. George Tucker, Jr. asked about fire, explosive or safety hazards
29. Sherri Dennett said no
30. George Tucker, Jr. asked about storage of flammable liquids
31. Sherri Dennett said no
32. John Boehrer asked an overhang on the new deck
33. Sherri Dennett said over the doors
34. George Tucker, Jr. said that is not part of this hearing.
35. **MOTION by George Tucker, Jr. and seconded by Doug Sheehan to close this hearing. Motion passed unanimously.**

V. OPEN THE PUBLIC HEARING FOR USA LAND SELLER

1. George Tucker, Jr. advised that this is an application to amend an existing subdivision to comply with Vermont State Wetlands. The project is located in the Town Residential District
2. Jarrod Jowdy said this is Application SUB03-02 Amendment ##1. He added that letters sent to abutters listed this as located in the Lakes District, it is in the Town Residential District. Property

owner USA Land Seller. The property is located Combs Hollow Lane in the Town Residential District. He said it was posted in the Town Hall bulletin Boards on August 18, 2025 and the Post Office Bulletin board and on the website on August 18, 2025, advertised in THE VERMONT JOURNAL on August 20, 2025 and abutting property owners were notified on August 18, 2025. Letters have been received from Police, Ambulance and Fire departments.

3. George Tucker, Jr. administered the oath to Mark Bannon.
4. Mark Bannon said that the original subdivision was done in 2006. He said that lots 2 and 1 were developed. Lots 3 and 4 were not developed and a road was started. There was also a ditch. It is in a state wetland. There is a hammerhead that will be 15 to 20 feet shorter than was originally planned. They are asking in this application of the as-built and shorter area. Also, it is in a wetland. There are new Fire, Police and Ambulance letters
5. Phil Carter asked if there are 4 lots.
6. Julie Nicoll asked if lot 1 shares a driveway. The original drawing only shows one driveway from East Lake Road.
7. Mark Bannon said the drive is Combs Hollow Road. The drive goes up to a house on lot 2, up 300 – 400 and bears right
8. Phil Carter asked if originally, it would access lots 3 and 4
9. Mark Bannon it still serves lots 3 and 4 from a common driveway with a 35-foot hammerhead on the left
10. Phil Carter asked if there is any other access to lot 4
11. Mark Bannon said no, just a common driveway. On the as-built, the site plan application, there is a shorter hammerhead area, not technically needed. You could back into lot 3.
12. Phil Carter said on the original application, the fire chief required the hammerhead for turnaround for fire trucks.
13. Mark Bannon said they will still be able to turn around where the 3 driveways intersect
14. Phil Carter noted that after Irene, the area has some wetlands.
15. Mark Bannon said it has a high seasonal highwater table and the ditch did lower it. He said that Rebecca Chalmers from Wetlands did visit the site.
16. Phil Carter referred to ANR decision dated August 22, 2025
17. Mark Bannon said they sent a draft application but have not received any comments yet
18. Phil Carter asked Mark Bannon, what gets you to the final decision
19. Mark Bannon said they have to warn it and there should be no public objections
20. Phil Carter said he read through the draft and asked Mark Bannon if there may be any issues they can't comply with
21. Mark Bannon said no
22. Phil Carter said he is trying to get Mark Bannon to say they can do it.
23. Mark Bannon said they can
24. George Tucker, Jr. referred to page 45 and noted there is an expiration date to the permit and asked if they can complete it within 5 years.
25. Mark Bannon said yes, but they can reapply.
26. Phil Carter said that Item E says "… Any request for an extension must be received by the Agency at least 30 days prior to the end of the 5-year period in order to prevent the expiration of the permit."

27. George Tucker, Jr. said there is a concern that they are developing lit 1, not both. He said the hammerhead goes hand in hand with both
28. Mark Bannon said the plan shows what's there today.
29. George Tucker, Jr. asked if there were any other changes to the map other than that. He asked about building sites, wells, well shields
30. Mark Bannon said in general conformance. The changes in well shields were delineated since 2006.
31. George Tucker, Jr. asked if there were any changes to storm water or streams
32. Mark Bannon said no, the Army Corps changes. He has not spoken to Stream. He said the culvert is 16 inches by lot 4. He hasn't spoken to the stream engineer about the culvert.
33. Phil Carter said that when it rains, there is lots of water and East Lake Road was gone in places.
34. **MOTION by George Tucker, Jr. and seconded by John Boehrer to close this hearing. Motion passed unanimously.**

VI. OPEN THE PUBLIC HEARING FOR GARY SAWICKI

1. George Tucker, Jr. advised that this is an application to purchase and merge an adjacent non-conforming lot. The project is located in the Lakes District
2. Jarrod Jowdy said this is Application 505-25-SITE. Property owner USA Land Seller. The property is located at 38 Northshore Drive in the Lakes District. He said it was posted in the Town Hall bulletin Boards on August 18, 2025 and the Post Office Bulletin board and on the website on August 18, 2025, advertised in THE VERMONT JOURNAL on August 20, 2025 and abutting property owners were notified on August 18, 2025. Letters have been received from Police, Ambulance and Fire departments.
3. George Tucker, Jr. administered the oath to Gary Sawicki.
4. Gary Sawicki said that the parcel is across the road. The parcel they are interested in abuts us to the north and has about 53 feet of water front property. There is a shared access. They want to purchase the entire property; they sell the main section where the house is located
5. George Tucker, Jr. said the big reason if all of the lots are non-conforming.
6. George Tucker, Jr. administered the oath to James Young.
7. James Young referred to a picture of the tax map. He said that Mr. Sawicki owns lot A, with a single-family house. Northshore Drive separates lot A from lot B (0.58 acres.) Lot B has a cabin with a wastewater system and a new state issued wastewater permit, but that installation has not taken place. Brian Rapinotti, the engineer, made the application. The Sawicki's ultimate goal is to buy the entire lots B and A. They will merge A and C and sell B. They will add any required covenants to the deed when they sell lot B. They will not develop Lot c independently. It has been suggested that Lots B and C are a single lot that can't be subdivided, but we need clarification. If they are a single lot, they want to subdivide C from B or do a lot line adjustment. They want to sell lot B. When the application was made to the State for the wastewater system on lot b, no consideration was made for lot C to be connected to it. Also lots C and lot 1 are separate deeds.
8. Phil Carter asked if lots A, C and B are all deeded independently.
9. Gary Sawicki said lots B and C are a common deed.

10. George Tucker, Jr. said they are non-conforming lots that abut each other. They were merged to create a less non-conforming lot.
11. James Young said this is murky. We don't have a merger deed. It is confusing at the State level. He said that they came as independent lots and a road separates A from C. If they do a boundary line adjustment, lots A and C can merge into a single lot. He said lot B is moot. If they acquire lot C, they will merge it with A. They are not here to merge A and B. If all of the deeds are independent, they should be able to do this
12. Phil Carter read the Packard Ridge court decision: "The Packard's now own two undersized lots, Lots 8 and 9, that share a common boundary. There is, however, a deep and impassible gully completely separating the lots so that the two lots cannot be effectively used as a single lot. We therefore conclude that Lots 8 and 9 did not merge." He asked if there is any encumbrance between lots A and C.
13. Gary Sawicki said no
14. Phil Carter said once the 2 lots are merged, they stay merged
15. Jarrod Jowdy said he did not find any evidence that lots C and B are deeded separately.
16. George Tucker, Jr. said town treats them as one lot. He said that lot B is B. Lot C as designated on the map. He said that lot 10 is B and C and is non-conforming.
17. George Tucker, Jr. administered the oath to Brian Rapinotti
18. Brian Rapinotti said that at the tax map, they have different parcel numbers, but you say that the town considers them as one lot.
19. John Boehrer said that property B shared access through C
20. Jarrod Jowdy said that Lot B (10) is parcel 200310-000, Lot is 200304-000. They have independent parcel numbers.
21. Doug Sheehan said that on the tax map, they are one.
22. George Tucker, Jr. said there are minimum subdivision lot sizes
23. Jarrod Jowdy said 40,000 square feet for development
24. Phil Carter read from VT Statute Title 24 Section 4412 – 007-part B

> (B) The bylaw may provide that if an existing small lot subsequently comes under common ownership with one or more contiguous lots, the nonconforming lot shall be deemed merged with the contiguous lot. However, a nonconforming lot shall not be deemed merged and may be separately conveyed if all the following apply:
>
> > (i) The lots are conveyed in their preexisting, nonconforming configuration.
> >
> > (ii) On the effective date of any bylaw, each lot was developed with a water supply and wastewater disposal system.
> >
> > (iii) At the time of transfer, each water supply and wastewater system is functioning in an acceptable manner.
> >
> > (iv) The deeds of conveyance create appropriate easements on both lots for replacement of one or more wastewater systems, potable water systems, or both, in case there is a failed system or failed supply as defined in 10 V.S.A. chapter 64.

25. George Tucker, Jr. asked Jarrod Jowdy if he had not found separate deeds
26. Jarrod Jowdy said that is correct

27. James Young said there may be a common deed now, but historically, they may have been separate

28. George Tucker, Jr. administered the oath to Kathy Burns

29. Kathy Burns said the lots are separated by a road. She said that in 1917, they were separate. They really are 2 separate parcels and this proposal would not be hurting anything. It's more of a lot line adjustment. It would be improving the lake.

30. Phil Carter said when they buy the lots, they would be merging them. Is there still a separate deed for lot C or at some point, did lot B incorporate lot and if you read the meets and bounds for lot B, does it include lot C.

31. George Tucker, Jr. said that Jarrod Jowdy said he couldn't find separate deeds. He asked Young if they can prove the lots are separate.

32. Phil Carter said there has to be a description of lot C somewhere

33. James Young said he can provide the information. The current owner did Estate planning in 2021. He said that 2 deeds were put into the trust, but it delineates 2 parcels. He will provide them.

34. Phil Carter said if Mr. Sawicki buys the lots, can you go and just buy lot C today. Or. If the lots are combined, he can't just buy lot C.

35. James Young said the current owner wants to sell the entire parcel and my client wants to make sure he will be able to sell lot B.

36. John Boehrer asked if there is a purchase, would it be B and C or one deed.

37. James Young said it would be a single contract. The owner wats to sell both lots and Mr. Sawicki wants to combine lots A and C, with conditions. The purpose is to merge A and C, but they want to make sure they can sell lot B. Lot B only has access to the lake through lot C.

38. George Tucker, Jr. said they are all non-conforming lots. If lot C is deeded as a separate lot, the argument can be made. The road delineates that they are not merged and lot C is still separate. He read from the Town of Ludlow Zoning Regulations, Section 520.8:

> "No lot shall be so reduced in area that the area, yards, lot width, frontage, coverage or other requirements of these Regulations shall be smaller than herein prescribed for each district. The provisions of this section shall not apply when part of a lot is taken for public purpose."

He said you can't make a more non-conforming lot. He then referred to page 23 (page 268) of the Trustees' Deed. (See pages 23 through 25 {268 – 270} at end of minutes) It refers to 2 separate parcels. He said we need to identify each parcel

39. Jarrod Jowdy said Lot B is parcel 1 and parcel 2.

40. James Young said that at the time of the deed, lot C was bigger.

41. George Tucker, Jr. administered the oath to Robbie Corliss.

42. Robbie Corliss said she has copies of the deeds from her parents. We have all of the deeds and they were separate deeds, going back to 1941. She said the boat house and cabin and there was another parcel that was sold off.

43. George Tucker, Jr. referred to the deed dated June 16, 1997 and amended on July 28, 1997. They split off lot 20. *(Copy of this deed is attached at the end of the minutes)*

44. Doug Sheehan said they were on one deed in 1994.

45. Phil Carter said according to the Trustees Deed, there were 2 pieces of land – parcels 1 and 2. Later in the deed, under Item II, a third parcel was described. He said we need to clarify if the road separates the 2 parcels. He said this is where a title search is important.
46. George Tucker, Jr. said that this board is not 100% certain.
47. Phil Carter said they have to prove the parcels were deeded as 2 separate lots.
48. Doug Sheehan said if they buy B and C, they would then own A, B and C and that would make them all one lot.
49. Phil Carter said you can't subdivide to create a more non-conforming lot. He said this is a legal issue and this board cannot override the regulations.
50. Jarrod Jowdy suggested if they do purchase the lots, write in restrictions.
51. George Tucker, Jr. said they need to prove that B and C are separate lots and not yet merged. Was it legally merged and if separated, C would merge with A.?
52. Phil Carter said people put covenants in deeds on land all of the time
53. Robbie Corliss said she has copies of all of the deeds and the lake cabin is listed separately. She said the deeds from her grandparents and parents describe every parcel. The lake front is a separate parcel. If they merged, when did they merge. Does the road transect the parcels and divide the lake front and cabin?
54. Phil Carter referred to Wilcox vs Village of Manchester

> The Vermont court case Wilcox v. Village of Manchester Zoning Board of Adjustment (159 Vt. 193), decided by the Vermont Supreme Court on September 4, 1992, addressed whether three land parcels owned by the plaintiff could be separately conveyed despite a zoning bylaw requiring a minimum lot size. The court reversed the lower court's decision, finding that genuine issues of fact remained regarding exceptions to the minimum-lot-size requirement, leading to a remand for further proceedings

Referring back to Packard, he added that the ROW did not prevent the merger, but a gully did.
55. George Tucker, Jr. asked if the applicants think you can provide documentation that proves that lot C was and still remains a separate parcel.
56. James Young said the Trustees' Deed under I, refers to parcel 1 and B and under II refers to parcel C. There was a single deed for both parcels to put them into the trust.
57. George Tucker, Jr. asked if there is a separate deed for C. You have to provide evidence that parcel C and B have not merged.
58. Robbie Corliss said all of the deeds are in the vault in town hall. She said that Rose Goings has accessed all of the deeds for us and I have copies. She added the parcels were put into the trust and one parcel was revoked out of trust. The wastewater system was for the cabin, not the water front.
59. Phil Carter said they have to prove to us that the lots were not merged.
60. Jarrod Jowdy said that in statute, they merged because of common ownership
61. Phil Carter said if they are merged, show us where and when they created a new deed.
62. Robbie Corliss said no new deed was issued because there was no sale of property, it was kept in the family. She said the lake front is separate and cannot be developed. The cabin is separate with a 3-bedroom, 2 bath home, using the ROW to the water. There was no new deed for a merger
63. George Tucker, Jr. referred back to statute (see item 24 of this hearing.)
64. Doug Sheehan said Parcel 1 is in Volume 42 and Parcel 2 is in Volume 43

65. Jarrod Jowdy said if all of the criteria for 4412 are met, the lots may merge.
66. Phil Carter said he doesn't think it is applicable because one lot is not developed and conveyed in preexisting, non-conforming state. He referred back to VT Statute Title 24 Section 4412 – 007-part B (see item 24 of this hearing's minutes.)
67. James Young said that lot B is a stand-alone lot. The applicants want to merge A and C, forming 2 lots instead of 3. If allowed, we will draw up a deed of merger for A and C – Sawicki to Sawicki. We will state that the purpose of that deed is to merge lots A and C. It will also state that Lot C will never be independently developed.
68. Phil Carter said lot C would no longer exist.
69. George Tucker, Jr. said this hearing tonight is a discussion to help you, but this board still has questions. You need to prove that the lots (B & C) are not merged
70. Robbie Corliss said that in order to prove they are merged, there needs to be a deed.
71. George Tucker, Jr. said that is not the only consideration, there is also State Law, Title 14.
72. Phil Carter said this is a legal issue and out of this board's hand. We need to see a clear title to Lot C.
73. George Tucker, Jr. referred to page 12 of the submission and said if Area C is separate and not merged, there is a pathway forward.
74. Phil Carter agreed, saying that if Lot C is independent, this could be done.
75. George Tucker, Jr. said this hearing has to have a decision and asked the applicants that when they find the needed documentation, please present it to this board. We can recess this hearing to give you time to provide the needed proof. Then we can give you a decision.
76. Phil Carter said this board can check with Chris Callahan
77. James Young said he will talk to Chris Callahan. He said his clients don't want to spend resources on lawyers and appeals. He said that his clients want to buy lots B and C, merge C and A and sell B. He agreed that there is a lack of clarity.
78. George Tucker, Jr. said this is not a straightforward situation. This is not black and white in a lot of ways. If it is proved that lot C is separate, we can do this.
79. Gary Sawicki said the current owners want to sell all 3 lots. We would sell Lot B and merge A and C.
80. Jarrod Jowdy said if they purchase B and C, they would automatically merge, then there would be a problem selling Lot B.
81. **MOTION by George Tucker, Jr. and seconded by pc to recess this hearing. Motion passed unanimously.**

VII. MINUTES- August 11, 2025

1. Corrections on page 2, item III, 16 - should read "Phil Carter asked if the 39.1 acres..."
2. Corrections on page 2 item III, 25 – should read "Phil Carter asked if there is a deeded ROW…"
3. Correction on page 5, V, 14 – should read "…are any other condos above this layer."
4. **MOTION by Julie Nicoll and seconded by Doug Sheehan to accept the minutes from August 11, 2025 as corrected. Motion passed unanimously.**

VIII. **OTHER BUSINESS**

Review bi-weekly letters from the Mill as a condition of their MOU

1. George Tucker, Jr. said the Mill submitted their MOU
2. There were no questions or comments from the Board.
3. NEXT MEETING – October 27, 2025

IX. **ADJOURN**

1. **MOTION by George Tucker, Jr. and seconded by Doug Sheehan to adjourn. Motion passed unanimously.**
2. Meeting adjourned at 7:59 p.m.

Respectfully Submitted

Lisha Klaiber

_____ _____

George Tucker, Jr., Chairman Julie Nicoll

_____ _____

John Boehrer Doug Sheehan

_____

Phil Carter

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38 NORTHSHORE

TRUSTEE'S DEED

KNOW ALL PERSONS BY THESE PRESENTS that CHARLES W. ROBINSON, of Middlebury, in the County of Addison, and State of Vermont, TRUSTEE under Indenture of Trust of Charles W. Robinson, dated June 16, 1997, as amended, Grantor, in consideration of Ten or More Dollars paid to his full satisfaction by DAVID J. CORRISS and ROBBIE R. CORRISS, husband and wife, of Rochester, in the County of Strafford, and State of New Hampshire, and CHARLES W. ROBINSON, an individual, of Middlebury, in the County of Addison, and State of Vermont, Grantees, by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, DAVID J. CORRISS and ROBBIE R. CORRISS, husband and wife, as tenants by the entirety, and CHARLES W. ROBINSON, individually, with the two interests (tenancy by the entirety and individual) held as joint tenants with rights of survivorship and not as tenants in common, and to the heirs and assigns of the survivor of them, forever, certain lands and premises in the Town of Ludlow, County of Windsor, and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Charles W. Robinson, Trustee under Indenture of Trust of Charles W. Robinson, dated June 16, 1997 in a Warranty Deed from Charles W. Robinson and Heather Robinson, dated July 28, 1997, and recorded in the Ludlow Land Records in Book 168 at Page 359, and being more particularly described therein as follows:

"Two (2) certain pieces of land in **Ludlow**, in the County of Windsor and State of Vermont, described as follows:

I

All and the same lands and premises conveyed to the said Charles W. Robinson and Heather Robinson from Lindley H. Robinson and Mary W. Robinson by Warranty Deed, dated December 12, 1994, recorded in Volume 153, Page 428 of Ludlow Land Records and in said deed described as follows:

'PARCEL NO. 1: All and the same land and premises conveyed to the said Lindley W. Robinson and Mary M. Robinson by Curtis B. Robinson and Mary S. Robinson by Warranty Deed dated November 17, 1941 and recorded in Vol. 41, Pages 448-449 of Ludlow Land Records and in said deed described as follows:

"Commencing at the southeast corner of the parcel of land deeded to the said Curtis B. and Mary S. Robinson by the estate of Charles Sumner, by deed dated June 30, 1938 and recorded in Vol. 40, pages 133-134 of Ludlow Land Records; thence running northerly on the easterly line of said parcel so conveyed on June 30, 1938, a distance 150 feet to a corner; thence running westerly in a straight line a distance of 110 feet to a corner; thence running southerly in a straight line a distance of 121

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feet to a corner in the northerly line of the Kearney land; thence running easterly on said Kearney north line a distance of 110 feet to the place of beginning.

Said parcel is a part of the land deeded to the said Curtis B. and Mary S. Robinson by said deed of June 30, 1938. Reference is had to said deed and records for any further description."

PARCEL NO. 2: All and the same land and premises conveyed to the said Lindley W. Robinson and Mary M. Robinson by James H. Howard and Helen A. Howard by Warranty Deed dated August 13, 1966 and recorded in Vol. 53, Pages 513-514 of Ludlow Land records and in said deed described as follows:

"A portion of the same land and premises which were conveyed to James H. and Helen A. Howard and Ernest G. and Lydia S. Matava by George V. and Mary R. Kearney by deed dated August 21, 1965, and recorded in Vol. 53, pages 13-14 of Ludlow Land Records. Said portion of said land herein conveyed is described as follows:

Beginning at a corner, a stake in the ground, the northeasterly corner of the parcel herein conveyed, said corner being on the westerly edge of a common right of way leading from Route 100 to Lake Rescue cottage lots; thence westerly in a straight line a distance of 143 feet to a corner, a stake in the ground; thence southerly in a straight line a distance of 100 feet to a corner, and thence southerly in the same course to the center of the common right of way leading through land of the herein grantors from Route 100; thence easterly along the center of said common right of way a distance of 129 feet to a corner, at the junction of the aforesaid common right of way and the common right of way first above mentioned; thence northerly along the westerly bound of the common right of way first mentioned a distance of 85 feet to the place of beginning.

Also conveyed is the right to use in common with others, and subject to rights of others in and to the right of way leading from Route 100 through land of the herein grantors, along the southerly side of the parcel herein conveyed, together with the right to use in common with others the approximately 20 foot in width right of way, to Lake Rescue, together with all other rights of way thereto pertaining.

The herein grantors acquired the interest of Ernest G. and Lydia S. Matava by deed dated August 6, 1966, and recorded in Vol. 53, page 509 of Ludlow Land Records, to which deed, the deed hereinbefore mentioned, and Land Records of Ludlow reference is had for a more particular description."'

II

All and the same lands and premises conveyed to the said Charles W. Robinson and Heather Robinson by deed of Lindley W. Robinson and Mary M. Robinson, dated June 13, 1997, recorded in Volume 168, Page 35 of Ludlow Land Records and in said deed described as follows:

'A cottage lot on the westerly shore of Rescue Lake, described as follows: Beginning on the shore of Lake Rescue at the southeast corner of the Curtis Robinson cottage lot; thence south, 82 degrees west, through an iron pipe in said Robinson's south line and continuing in said course about 121 feet to said Robinson's southwest corner; thence south, two degrees west on the east side of a

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proposed road 100 feet; thence north 82 degrees east, about 141 feet to the shore of said Lake Rescue; thence northerly along the shore about 100 ft. to the place of beginning, known as Lot #20.'

There is also conveyed a right in common with others to pass and repass over the 20-foot road way that borders said lot on its westerly side.

Excepting, however, that portion of the hereinabove described premises conveyed by said Lindley W. Robinson and Mary M. Robinson to Robert N. Jackson and Naomi Jackson, by deed dated July 28, 1959, recorded in Volume 49, Page 278 of Ludlow Land Records in said deed described as follows:

'Beginning at the shore of Lake Rescue at the southeast corner of the former Curtis Robinson cottage lot (now Kenworthy); thence S 82° W through an iron pipe in said Kenworthy south line and continuing about 121 feet to the said Kenworthy southwest corner; thence S 2° W, on the east side of a former proposed road a distance of 75 feet; thence northeasterly in a straight line to the shore of Lake Rescue at a point 55 feet distant from the place of beginning; thence northerly along the shore of Lake Rescue 55 feet to the place of beginning.

Said premises are deeded subject to the present used rights of way.'"

Heather H. Robinson, present wife of Grantor herein joins in the execution of this deed for the sole purpose of quit-claiming all homestead, marital and all other rights and interest that she has or may have in and to the within conveyed premises.

SUBJECT TO all utility rights of way of record, provided that encumbrances otherwise extinguished by the operation of law, including the Vermont Marketable Record Title Act as found in 27 V.S.A. Section 601, et seq., are not hereby revived.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, ROBBIE R. CORRISS and DAVID J. CORRISS, husband and wife, as tenants by the entirety, and CHARLES W. ROBINSON, individually, with the two interests (tenancy by the entirety and individual) to be held as joint tenants with rights of survivorship and not as tenants in common, and to the heirs and assigns of the survivor of them, to their own use and behoof forever; and the said Grantor, CHARLES W. ROBINSON, TRUSTEE under Indenture of Trust of Charles W. Robinson, dated June 16, 1997, as amended, for Grantor and Grantor's successors and assigns, does covenant with the said Grantees, ROBBIE R. CORRISS, DAVID J. CORRISS, and CHARLES W. ROBINSON, their heirs and assigns, that until the ensealing of these presents, Grantor is the sole owner of the premises and

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