Wick & Maddocks

ATTORNEYS AT LAW

BURLINGTON

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ESSEX JUNCTION

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REPLY TO BURLINGTON OFFICE
*Also admitted in New York

November 26, 2018

Opportunities Credit Union Attn: Cynthia Yates/ Prabin Pokhrel 25 Winooski Falls Way, Ste 203 Winooski, VT 05404

Re: ANR Loan-

Nancy J. duMont 1241 Taber Hill Road Stowe, Vermont

For Professional Services:

Updated title examination of the Land Records of the Town of Stowe; preparation of Attorney's Report and Opinion on Title; preparation of mortgage deed and/or mortgage deed description;

Services:

\$350.00

Schedule A

Being all and the same land and premises conveyed to Nancy J. duMont by Warranty Deed of Edward F. Flanagan dated October 31, 2014 and recorded in Volume 900 at Page 228 of the Town of Stowe Land Records.

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Volume 465 at Pages 61-62 of the Town of Stowe Land Records.

Being a parcel of land together with all buildings thereon and being 3 acres, more or less, and known and designated as 1241 Taber Hill Road, Stowe, Vermont.

The property is subject to a mortgage in favor of MERS as nominee for HSBC Mortgage Corporation (USA) dated January 4, 2008 and recorded in Volume 701 at Page 122, assigned to Wells Fargo Bank, N. A. by Assignment dated November 1, 2012 and recorded in Volume 845 at Page 68.

ATTORNEY'S REPORT AND OPINION ON TITLE

RECORD OWNER: Nancy J. duMont

PROPERTY DESCRIPTION:

Being all and the same land and premises conveyed to Nancy J. duMont by Warranty Deed of Edward F. Flanagan dated October 31, 2014 and recorded in Volume 900 at Page 228 of the Town of Stowe Land Records.

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Volume 465 at Pages 61-62 of the Town of Stowe Land Records.

Being a parcel of land together with all buildings thereon and being 3 acres, more or less, and known and designated as 1241 Taber Hill Road, Stowe, Vermont.

The following opinion and report are prepared for and at the expense of the record owner, on the title of the record owner to the above-described property is based on an examination of the appropriate records of the Town of Stowe is furnished in connection with a proposed mortgage to Opportunities Credit Union as security for a loan of \$_______; it is for the sole use of the record owner and any mortgagee above named; and is not transferable.

Based on such examination and the assumption that the records examined are currently and correctly indexed in the general indices, it is my opinion that, except as set forth below, on the effective date of this report the title of the record owner is a marketable title in fee simple:

- 1. MUNICIPAL CHARGES: (Unless otherwise indicated, these are based on oral verification by the appropriate municipal officer.)
 - a. Assessed Valuation: \$200,900.00.
 - b. Taxes for the current fiscal period: 7/01/18-6/30/19 total \$3891.39; State prebate \$1838.15; Net \$2053.24 due 8/10, 11/10, 2/10 and 5/10. Taxes are current.
 - c. Delinquent Taxes: None.
 - d. Water Liens: None.
 - e. Electricity Liens: None.
 - f. Sewer Assessments: None.

2. MORTGAGES:

The property is subject to a mortgage in favor of MERS as nominee for HSBC Mortgage Corporation (USA) dated January 4, 2008 and recorded in Volume 701 at Page 122 in the principal sum of \$194,700.00, assigned to Wells Fargo Bank, N. A. by Assignment dated November 1, 2012 and recorded in Volume 845 at Page 68.

3. ATTACHMENTS and LIENS:

The property is subject to a Federal Tax Lien dated November 25, 2013 and recorded in Volume 874 at Page 256 in the amount of \$10,481.00.

4. EASEMENTS AND RIGHTS OF WAY:

Not checked before May 7, 2002.

5. PROTECTIVE COVENANTS; OTHER RESTRICTIONS OF RECORD:

Not checked before May 7, 2002.

6. LEASE LAND RENT:

Not applicable.

7. COMPLIANCE WITH BOARD OF HEALTH SUBDIVISION REGULATIONS:

The property is subject to the terms and conditions of a State of Vermont Wastewater System and Potable Water Supply Permit #WW-5-7826 dated November 8, 2018 and recorded in Volume 1031 at Page 209.

NOTE: Act 250 permits and/or subdivision permits are environmental permits which are really within the purview of engineers and we are, therefore, not qualified to certify that all facets of the Act 250 Permit and/or subdivision permits have been complied with, but do report that there is no recorded instrument which indicates that there is a lack of compliance in the applicable records.

The undersigned has not undertaken any physical investigation whatsoever with respect to whether the property and each component thereof is in compliance with any of the permits identified above, and states no opinion with respect thereto, but reports that no violations are disclosed in the applicable State records.

9. OBJECTIONS TO TITLE; REMARKS:

None.

- 10. EXCEPTIONS This report does not cover; and this opinion is subject to:
 - a. Rights or claims of parties in possession not shown of record.
 - b. Mechanics' or Materialmen's Liens not recorded.
 - c. All applicable statutes, ordinances, and regulations of governmental bodies including use, zoning and building restrictions, imposed by them except as included herein.
 - d. Any facts which would be disclosed by a physical survey or inspection of the premises.
 - e. Except where indicated, Probate, Bankruptcy and other Court records, and records of birth, death, marriage and divorce.
 - f. Special assessments or liens, if any, not shown of record.
 - g. So-called ancient roads, if any, that exist on the premises.

This report and opinion refer to and apply only so far back as May 7, 2002 and are effective down to the 20^{th} day of November, 2018 at 19:00 o'clock A.M.

Attorney at Law James H. Wick, Esq.

(Rev. 10-2000)	L	Certificate of	ricicase of f	cucial lax L	.ieii
Lien Unit Phone: I certify that the follow of the Internal Reven additions. Therefore additions has been reinternal revenue tax I 2013, is authese taxes and additionate of Taxpayer. Residence P0	wing-named taxpa tue Code has satis , the lien provided eleased. The prop lien was filed on thorized to note th tions.	oyen AREA #1 913-6050 yer, under the requirement fied the taxes listed below by Code section 6321 for the officer in the office where November e books to show the release	and all statutory hese taxes and e the notice of	For Use I	by Recording Office
COU Liber Page UCC N 874 256 n/a		IFORMATION:			
1			Date of	Last Day for	Unpaid Balanc
Kind of Tax (a)	Ended (b)	Identifying Number (c)	Assessment (d)	Refiling (e)	of Assessment (f)
(a) 1040	(b)		(d) 11/19/2012	(e)	(f)
(a) 1040	(b)	(c) XXX-XX-8047	(d) 11/19/2012	(e)	10681 63

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466, 1971 - 2 C.B. 409 Part 2 - Taxpayer's Copy

Title

Operations Manager,

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that I, Edward F. Flanagan, a resident of Stowe, Vermont (Grantor), for the purpose of vesting title to the land and premises described hereinafter (the Premises) in the sole name of Nancy J. duMont (formerly known as Nancy J. Flanagan and/or Nancy Flanagan), a resident of Stowe, Vermont (Grantee) do hereby REMISE, RELEASE, TRANSFER, AND FOREVER QUITCLAIM unto the said Grantee, Nancy J. duMont, and her heirs and assigns forever, all right, title, and interest which I, the said Grantor, Edward F. Flanagan, or my heirs and assigns, have in and to the following described land and premises (the Premises) situated in the Town of Stowe, County of Lamoille and State of Vermont, viz:

Being all and the same land and premises conveyed to Edward F. Flanagan and Nancy J. duMont by Warranty Deed of William W. Adams dated May 7, 2002 and recorded in Book 465 at Pages 61-62 of the Stowe Land Records and being more particularly described as follows:

"Being all and the same lands and premises conveyed the Grantor [i.e., William W. Adams] by the Quit Claim Deed of Linda Adams, Diann L. Percy and William W. Adams dated August 28, 1997 and recorded in Stowe Land Records in Book 337 at Page 189; and being further described as Parcel 3 as decreed by the Decree of Distribution in re: Estate of Curtis S. Adams, Lamoille Probate Docket No. LP-140-94-T to William W. Adams, Diann L. Percy and Linda C. Adams dated August 13, 1997 and recorded in Stowe Land Records Book 337 at Pages 127-129, Parcel 3 being described therein in part as follows:

"Being all and the same lands and premises conveyed to Curtis S. Adams by the Warranty Deed of Richard Opsahl which deed is dated the 12th day of November, 1992 and of record in Book 248 at Page 74 of the Stowe Land Records; and being further described as 3 acres, more or less, together with dwelling and other improvements situate thereon located at 1241 Taber Hill Road in the Town of Stowe.

"This conveyance is subject to a right of way as more specifically set forth in the Warranty Deed of Harry E. and Dorothy McCuen to Gerald J. Kirchner dated May 23, 1959 and recorded in Stowe Land Records Book 50 at Page 454."

This conveyance is made subject to all real estate taxes, assessments, and other obligations, encumbrances, and mortgages, including expressly but not limited to the Mortgage from Edward F. Flanagan and Nancy Flanagan to Mortgage Electronic Registration Systems, Inc., as nominee for HSBC Mortgage Corporation, dated January 4, 2008 and recorded in Book 701 at Pages 122-136 of the Stowe Land Records and by Corporate Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. as nominee for HSBC Mortgage Corporation, to Wells Fargo Bank, NA, dated November 1, 2012 and recorded in Book 845 at Page 68 of the Stowe Land Records, all of which said real estate taxes, assessments, and other obligations, encumbrances, and mortgages the Grantee, for herself and her heirs and assigns, hereby assumes and agrees to pay and to

indemnify and hold harmless the Grantor herein from any and all payment obligations, claims, demands, or losses whatsoever resulting from non-payment or other default in connection therewith.

This conveyance is made subject to and with the benefit of all utility easements, spring rights and water rights, easements for ingress and egress and rights incident to each of the same, as may appear of record; provided, however, that this paragraph shall not reinstate any such interest extinguished heretofore by provisions of the Vermont Marketable Record Title Act as set forth in Title 27 Vermont Statutes Annotated §§601-606 and any amendments thereto.

TO HAVE AND TO HOLD all right, title, and interest which I, the said Grantor, Edward F. Flanagan, have in and to said quitclaimed Premises, with the appurtenances thereof, to the said Grantee, Nancy J. duMont, and her heirs and assigns forever.

AND FURTHERMORE, I, the said Grantor, **Edward F. Flanagan**, do for myself and my heirs, executors and administrators, covenant with the said Grantee, **Nancy J. duMont**, and her heirs and assigns, that from and after the ensealing of these presents I will have and claim no right, title, or interest in or to the said Premises.

Dated at Stowe, Vermont on this 31 day of OCTOS€ , 2014 , Edward F Flanagan

STATE OF VERMONT COUNTY OF LAMOILLE

At Stowe, in said County, on this 31st day of 0ctor, 2014, Edward F. Flanagan personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Before me

Notary

My commission expires: 2/10/15

Stowe, Vt. Record Received

1-15-2015 at 4-000 M

Alison A. Kaiser, Town Clerk

TRANSFER RECEIVED 1.5.2015 ALISON A. KAISER, TOWN CLERK, STOWE, VT

Vermont Property Transfer Tax Return

(Form PT-172)

Receipt Number: 01415122928-W

Span#: 621-195-10951

Total Land Size: 3.00

Return submitted to Stowe on 01/15/2015 at 12:29 PM.

Return has not been completed.

Return has not been filed with the Tax Department.

Seller #1 Edward F Flanagan 504 Mountain Road Stowe VT US 05672

Buyer #1 N'ancy J duMont 1241 Taber Hill Road Stowe VT US 05672

Financing: None

Property Information

Property Location: 1241 Taber Hill Road Stowe Vermont

Date of Closing: 10/31/2014 Interest in Property: Fee Simple

Special Factors: Husband/Wife

hand/Wife

Development rights have been conveyed: No

Type of Building Construction: Single Family Dwelling Sellers Use of Property Before Transfer: Primary Residence Buyers Use of Property After Transfer: Primary Residence

Property Rented Before Transfer: No

Property Purchased by a Tenant: No

Property subject to a land use change tax lien: No

New owner elects to continue enrollment of eligible property: No

Total Price Paid:

Price Paid for Personal Property: Price Paid for Real property:

Value of Purchasers Principal Residence:

Property Transfer Tax:

Land Gains Tax Return not being filed exemption number: 01

Primary Town / Land Size ±:

Stowe

Sonotista ha Danied Affan Turnelin N.

Property to be Rented After Transfer: No

The buyer holds title to any adjoining property: No

Property Transfer tax exemption number: 05

\$0.00

\$0.00 \$0.00

\$0.00

\$0.00

Date Seller Acquired: 05/07/2002

3.00

LOCAL AND STATE PERMITS AND ACT 250 NOTICE

The parties are hereby given notice that:

- The property being transferred may be subject to regulations governing potable water supplies and wastewater systems under 10 V.S.A chapter 64 and building, zoning and subdivision regulations;
- The property being transferred may be subject to Act 250 regulations regarding land use and development under 10 V.S.A chapter 151;
- The parties have an obligation to investigate and disclose knowledge regarding flood regulations affecting the property.

To determine if the property is in compliance with or exempt from these rules, contact the relevant agency. Contact information is provided in the instructions.

Withholding Certification Under penalties of perjury, seller(s) ce	ertifies that at the time of transfer, each's	seller was a resident of Verm	ont or an estate.
Transferor and Transferee state that t knowledge.	the information submitted on this return i	s true, correct and complete	to the best of their
This section to be complet	ted by City or Town Clerk:		
Book Number: 900	Page number: <u>228 - 22</u>	Grand list year of:	2014
City/Town:	Stowe	Date of record	1:15.2015
Grand List value: 200,900	Parcel ID number:	024	
Grand list category:	SPAN:	621-195-10951	
	Acknowledgeme Return received	nt:	
Signed: QLISSTO	Kaiser	Clerk	Date: 1.15.2015
Prepared By: (print or type) Nicho Preparer's Address: P.O. Box 1424			
Buyer's Representative:	na	Buyer's Rep Tele	phone: 000-000-0000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That I, WILLIAM W. ADAMS of Stowe, in the County of Lamoille and State of Vermont, Grantor, in the consideration of TEN AND MORE DOLLARS, paid to my full satisfaction by EDWARD F. FLANAGAN and NANCY J. duMONT of Stowe, in the County of Lamoille and State of Vermont, Grantees, by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantees, Edward F. Flanagan and Nancy J. duMont, and their heirs, successors and assigns forever, certain lands and appurtenances thereto in Stowe, in the County of Lamoille and State of Vermont, described as follows:

Being all and the same lands and premises conveyed the Grantor by the Quit Claim Deed of Linda Adams, Diann L. Percy and William W. Adams dated August 28, 1997 and recorded in Stowe Land Records in Book 337 at Page 189; and being further described as Parcel 3 as decreed by the Decree of Distribution in re: Estate of Curtis S. Adams, Lamoille Probate Court Docket No. LP-140-94-T to William W. Adams, Diann L. Percy and Linda C. Adams dated August 13, 1997 and recorded in Stowe Land Records Book 337 at Pages 127-129, Parcel 3 being described therein in part as follows:

"Being all and the same lands and premises conveyed to Curtis S. Adams by the Warranty Deed of Richard Opsahl which deed is dated the 12th day of November, 1992 and of record in Book 248 at Page 74 of the Stowe Land Records;" and being further described as 3 acres, more or less, together with dwelling and other improvements situate thereon located at 1241 Taber Hill Road in the Town of Stowe.

This conveyance is subject to a right of way as more specifically set forth in the Warranty Deed of Harry E. and Dorothy McCuen to Gerald J. Kirchner dated May 23, 1959 and recorded in Stowe Land records Book 50 at Page 454.

For further aid in this description, reference is hereby made to the above-referenced deeds and all other deeds and instruments affecting said property and appurtenances as are recorded in the Stowe Land Records.

appurtenances thereof, to the said Grantees, Edward F. Flanagan and Nancy J. duMont, Joint Tenants with Rights of Survivorship, and theirs, successors and assigns, to their own use and behoof forever; And I the said Granter, WILLIAM W. ADAMS, for myself and my heirs, successors, executors and administrators, do covenant with the said Grantees, Edward F. Flanagan and Nancy J. duMont, and their heirs, successors and assigns, that until the ensealing of these presents, I am owner of the premises and have good right and tile to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as may be of record in the Stowe Land Records:

And I hereby engage to WARRANT and DEFEND the same as my respective title and interest may appear against all lawful claims whatever.

VOL 465 PAGEO 62

IN WITNESS WHE 2002.	REOF, I hereunto set my hand and seal this 1 hay day of May
IN PRESENCE OF:	
Claire T. a	WILLIAM W. ADAMS
STATE OF VERMONT LAMOILLE COUNTY, SS.	
At Stowe, in said Co personally appeared and he a free act and deed.	ounty, this day of May, 2002, WILLIAM W. ADAMS cknowledged this instrument, by film scaled and subscribed, to be his
	Before me: Claire T. Austin
	My commission expires: 2/10/2003
	Claire T. Austin Notary Public

TRANSFER TAX RECEIVED MAY 0 7 2002 ALISON K. LEWIS, TOWN CLERK, STOWE, VT.

CI/OPPICE/WPWIM/WPDOCS/WDVAdamoFlattages.wpd

MAY 0 7 2002 at 1/05 P M

Know all Men by These Presentse

the condideration of one dellar and other good and valuable considerations — PARSE 101 to — Gui satisfaction by Gerard J. Kirchner, a single can. Sions have been delivered to the control of the same and state of Yarmant Grantes—Gerard J. Kirchner. d. his hard and sadgra forever, accratan piece of land in Store — In the output J. Kirchner. d. his hard and sadgra forever, accratan piece of land in Store — In the output J. Kirchner. d. his hard and sadgra forever, accratan piece of land in Store — In the output J. Kirchner. d. his hard and sadgra forever, accratan piece of land in Store — In the output J. A. The Store I and Records and J. A. The same land and premines conveyed by the relation sheet of Erra A. The I bear yet and J. A. The Store I and Records and J. Fareve 553 and 564 of the Store I and Records and Allo a portion of the same land and premines conveyed by the same land and the convey of the same land and the conveyed and the same land and the conveyed and the conveyed and the same land and the conveyed and the same land the same land and the conveyed and the same land and the same land and the conveyed and the same land and the same land an	at the second dollar	in the County of Lamoille	and State of	lermont Grantom
Store in the County of Loncille and State of Yarmani Orantee. Store in the County of Loncille and State of Yarmani Orantee. The Period J. Richhor. Also helms and assigns forery, a certain piece of land in Store in the major of the same and state of Yarmani described as follows, vis: Also helms and assigns forery, a certain piece of land in Store in the major of the same land and premises conveyed by the warranty deed of Marry E. Monto for A. Tovie, which deed is dated January 12, 1953 and of record in Book 50, Page 3 of the Land Recording, further deacribed as a period on the major in the Record of the same land and premises conveyed by the warranty deed of Milton G. Moore and Helm Record in 1951 and of record in Book 63, Pages 365 and 546 of the Store Land Recording and alao a portion has mane land and premises conveyed by the warranty deed of Milton G. Moore and Helm R. Moore has made and and premises conveyed by the warranty deed of Milton G. Moore and Helm R. Moore not below the same land and premises conveyed by the warranty deed of Milton G. Moore and Helm Rocording and further described as follows: Feeling approximately 75 acres woodland, more or leas, known as the Modeen sugar place, together with sugar house situate recon, and situate on the northerly aide of the so-called Morth Hollow Road and beginning at the of so-called Morth Hollow Road and beginning at the of so-called Morth Hollow Road and beginning at the of so-called Morth Hollow Road and beginning at the office of the so-called Morth Hollow Road and the store was all the so-called Morth Hollow Road and the store was all the so-called Morth Hollow Road and the store was all the so-called Morth Hollow Road and the store was all the so-called Morth Hollow Road and the store was all the so-called Morth Hollow Road and the store of the so-called Morth Hollow Road in the ground at the wise of the so-called Morth Road in the ground at the wise of the so-called Morth Road in the ground at the wise of the so-called Morth Road in the ground at the	A STREET OF STREET STREET	and other good and valuabl	e considerations	THEFT.
Sione in the County of Lonollic and State of Yarmant Orante- those presents, do freely OIVE, (HANY, SELLA, CONVEY AND CONFIRM onto the said Grantes — Gerard J. Kirchbar. d. Min heirs and assigns forever, a certain piece of land in Store	id to our fu	satisfaction by Gerard J. Kirc	hner, a single man,	ti kan saka Canada ka
these presents, do freely GUE, GRAYS, SELL, CONVET AND CONFIRM unto the said Grantes—Grayed J. Mirohana. d. hishelrs and assigns foreer, a certain piece of land in		117 536 Skill 188		
A 15 _ beins and assign storers, a certain piece of land in Store _ in the only of _ Langille _ and State of Vermont, described as follows, via: _ beins and source of the same land and presentes conveyed by the warranty deed of Harry E. Monto for A. Towle, which deed is dated January 12, 1953 and of record in Book 50, Page 3 of the sea Land Records, further described as a portion of the name land and pressures conveyed by the land Records, further described as portion of the name land and pressures conveyed by the Lolain deed of Erms A. Towle to Harry E. McChen and Dorothy McChen, which deed is dated January 1953 and of record in Book 40 to 1953 and of a convey in the warranty deed of Milson G. Moore and Helen R. Moore to 1953 and the Store Land Records, and further described as follows: I Being approximately 75 acres conditant, more or lean, known as the McChen sugar place, together with nugar house situate recon, and situate on the northerly side of the accoalled Mooth Rollow Road and began situate of the co-called North Rollow Road as the sea of so-called North Rollow Road as the sea of so-called North Rollow Road as the sea of so-called North Rollow Road as detained to the so-called Moother in the sea of so-called North Rollow Road as detained to the sea of the sea of the sea of the sea of the Rollow Road as detained to the sea of the sea	Stowe	in the County of Lamoille	and State ofVE	Grantee
a his helm and assigns forever, a certain piece of land in Store on your of Lawroll 2 and State of Vermont, described as follows, this Being a portion of the same land and premines conveyed by the warranty deed of Harry E. Konn to Erma A. Towle, which deed is dated January 12, 1955 and of record in Book 59, Page 3 of the Land Records, further described as a portion of the same land and premines conveyed by the teclaim deed of Erma A. Towle to Harry E. McGuen and Dorothy McGuen, which deed in dated January 1953 and of record in Book 49, Pages 365 and 364 of the Store Land Records in Book 49, Pages 365 and 364 of the Store Land Records and also a portion the same land and premines conveyed by the same land and premines conveyed by the same in the same land and premines conveyed by the same land and premines and the same land and premines conveyed by the same land and premines and the same land the same land the same land the same land and premines and the same land the same la	these presents, do freely GIV	hner.	CONFIRM unto the said	Grantes
Being a portion of the same land and precines conveyed by the warranty deed of Harry E. Non to Erra A. Towle, which deed is dated January 12, 1953 and of record in Book 50, Page 3 of the scal Land Recording, further described as a portion of the same land and pressines conveyed by the Land Recording, further described as a portion of the same land and pressines conveyed by the teclaim deed of Erna A. Towle to Harry E. Nothen and Derothy McDuen, which deed is dated January 1953 and of record in Book 40, Pages 50, and 504 of the Stowe Land Recording and Land as portion the same land and pressines conveyed by the warranty deed of Mitton G. Noore and Welen B. Noore interpretation and Derothy McDuen and Interpretation and Interpre			Stowe	in the
n to Erma Å. Towle, which deed is dated January 12, 1955 and of record in Book 50, Page 5 of the Land Recording, further described as a portion of the same land and pressines conveyed by the tellaim deed of Erma A. Towle to Harry E. McChen and Derothy McChen, which deed is dated Januar, 1953 and of record in Book 48, Pages 53, and 546 of the Stowe Lund Becombin and alone portion the same land and pressines conveyed by the warranty deed of Milton G. Moore and Welen H. Moore the same land and pressines conveyed by the warranty deed of Milton G. Moore and Welen H. Moore the McChen and Brothy McChen, which deed is dated April 15, 1943 and of record in Book 48 of the McChen and Brothy McChen and Brothy McChen and McChen 15, 1944 and of record in Book 48 of the School of the McChen and Brothy McChen 15, 1944 and for broad and the Access of the School	unty of Lamoille	and State of Vermont, de	scribed as follows, viz:	Pur Barry Lauk
res Land Records, further described as a portion of the sums land and preshage conveyed by the teolain deed of Erma A. Towle to Harry E. McChen and Derothy McChen, which deed is dated January 1953 and of record in Book 45, Pages 365 and 364 of the Stowe Land Records; and also a portion the same land and preshage conveyed by the warranty deed of Milton G. Moore and Helen R. McGre Harry E. McGren and Derothy McChen, which deed is dated April 15, 1934 and of record in Book 42 or 195 of the Stowe Land Records; and further described as follows: Reing appreximately 75 acres contained, more or leas, known as the McGren sugar plane, topether with negar house situate room, and stituate on the northerly side of the so-called McChen business that the or so-called Morth McChen sugar plane, topether with negar house situate room, and stituate on the northerly side of the so-called Morth McChen Borth McChen and Charles (McChen Land Borth McChen Lan	Being a portion of the	teed is dated January 12. 1	253 and of record in	Book 50. Page 3 of the
1-colain deed of Erma A. Towle to Harry E. McChen and Dorothy McChen, which deed in dated Junuar 1953 and of the record in Book 43, Pages 25, 5 and 36 of the Stowe Lond Recordia and also a portion the same land and presides conveyed by the warranty deed of Milton G. Moore and Melen R. Moore in Milton M. Moore and Melen R. Moore of the Stowe Land Recordia, and further denorable de follows Reing approximately 75 acres cooling and the Company of the Melen R. Moore and	we Land Records, further	escribed as a portion of the	e name land and prem	ines conveyed by the
the same land and president conveyed by the warranty deed of Milton G. Moore and Actes M. History E. McGuen and Borothy McGuen, which deed is dealed April 15, 1944 and of record in Book 4 to 15 of the Stowe Land Records, and further described as follows: Feling approximately 75 sores woodland, more or leas, known as the McGuen sugar place, together with mugar house situate room, and situate on the northerly side of the so-called North McGlow Road and beginning at the cord of the contained the North McGlow Road and beginning to the sore of so-called McGuen and Marrian Lang 157, and thence running along the northerly also of the so-called North McGlow Road at distance 1907 feet in a wenterly discover the so-called McGuen and Marrian Charles Churchill realty and northerly and the northerly and northerly and northerly and northerly and northerly and the northerly and northerl	t-claim deed of Erms A. To	wle to Harry E. McCuen and I	Dorothy McCuen, which	h deed is dated Januar
interry E. Modissen and Dorothy Modisen, which doed is dated April 15, 1944 and of record in Book de 195 of the Stowe Land Resords, and further described as follows: Redia approximately 75 sare woodland, more or less, known as the Modiss sugar place, together with negar house at totate room, and situate on the northerly side of the so-called North Rollow Read and bectimating at the cost of the so-called North Rollow Read and bectimating at the cost of the so-called North Rollow Read and bectimating at the so-called North Rollow Read and bectimating and running and place in the so-called Modiss nous to an iron post placed in the unit themse turning and running northwesterly, northwesterly and northestactly along an irregular veal line of spotted and marked trees to an iron post placed in the ground at the even of the so-called Modiss and Charles Churchill realty to end iron post placed in the mind at the course of the so-called Modiss and Charles Churchill realty to end iron post placed in the mind at the course of the so-called Modiss and Inches property, which line is completely and, to the point of beginning. The westerly boundary herein referred to is a spotted and marked line of trees and said line been feeced by a two-strand division france, and the grantors herein and the grantes herein and the grantes herein and the grantes herein. Also including in this deed a right of end division line fonce. Also including in this deed a right of end division line fonce. Also including in this deed a right of end division line fonce. Also including in this deed a right of end division line fonce. Also including in this deed a right of end division line fonce. Also including a state of the so-called forth for the side of the end of the so-called forth for the side of the so-called forth for the side of the so-called forth and the state of the side of the so-called forth for the side of the so-called for the side of the so-called forth for the side of th	the same land and preminer	conveyed by the warranty de	sed of Milton G. Moo	re and Helen R. Moore
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s of so-called North Hollow Road at the division line of the so-called McCuen and Martin Lang tly, and thence running along the northerly side of the se-called Motherlal North Hollow Road a distance 390 Fast in a wenterly direction toward the so-called Mothern house to an iron post placed in the 1910 Hand of a potted and marked trees to an iron post placed in the ground at the education of the McCuen and Martin Churchill really thence turning and running enterly along an irregular ved line of spotted and marked trees to an iron post placed in the ground at the education and Charles Churchill really to en iron post placed in the und at the corner of the so-called McCuen and Martin Lang property should the so-called McCuen and Martin Lang property should then an international time of the so-called McCuen and Martin Lang property, which line is completely ond, to the point of beginning. The meaterly boundary herein referred to is a spotted and marked line of trees and said line been fenced by a two-strand division fence, and the grantors herein and the grantse herein a namuse and curres to saintain one-half of and division line fonce. Also including in this deed a right of way to and from the within demorbed really in common naives over and acrossyna croaders now heirs used, satisficiant for vehicular travel, and extend- from the northerly side of the so-called Moth Rollow Road Adjacent to Faul Magon really in a thereby and northeasterly direction for the within described really. This deed is to be taken as a bill of rule of approximately 1400 and buckets, covers and approximately the promiters and storage tank; gathering, tank; a led jayrup actiling tank, together with some 11	woodland, more or less, kr	ords, and further described	e. together with nu	ear house situate
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led Modien and Charles Churchill realty; thence turning and running enterly along the division of fence of the so-called McGuen and Charles Churchill realty to en iron post placed in the und at the corner of the so-called Ingham, Churchill and McGuen properties; thence turning and mine, southerly along the division line of the so-called McGuen and Ingham property and then mine, southerly along the division line of the so-called McGuen and Martin Lang property, which line is completely only to the point of beginning. The westerly boundary herein referred to is a spotted and marked line of trees and said line been fenced by a two-strand division fence, and the grantors herein and the grantes herein a nanue, and agree to canitation one-half of said division line fence. Also including in this deed a right of way to and frost the within described realty in common places over and across, a readay now being used, sufficient for vehicular travel, and extending the northerly mide of the wo-called Morth Moltov Mond adjacent to Paul Maccon realty in a therely and northeasterly direction to the within described realty. This deed is to be taken as a bill of rule of approximately 1809 can buckets, covers and spin supported of the total market and accessories rituate or a governor to the within described realty. This deed is to be taken as a bill of rule of approximately 1809 can buckets, together with some law proported of the same granter precess, when at the principle min and accessories rituate or agree of the same granter precess, when at the principle min and accessories rituate or agree of the same granter and accessories rituate or agree of the same granter and accessories rituate or agree of the same granter and accessories rituate or agree of the same granter and accessories rituate or agree of the same against all lawful claims whatever, before a described and the coordinate of the premises and have good right and title to coaver the same in manner aforesald, that they are FREE FROM EVERY (UNIDRANCE). Except as	ound; thence turning and ru	ning northwesterly, norther	rly and northeasterl	y slong an irregular
se fence of the so-called McCuen and Charles Churchill realty to en iron post placed in the unit at the cormer of the so-called Inphan, Churchill and McCuen properties; thence turning and nine, southerty along the division line of the so-called McCuen and Hartin Lang property, which line is completely ond, to the point of beginning. The weaterly boundary herein referred to is a spotted and marked line of trees and said line been fenced by a two-strand division fence, and the grantors herein and the grantee herein a nanuae and agree to callation one-half of said division line fence. Also including in this deed a right of way to and from the within described realty in common above over and across, a readway now being used, sufficient for vehicular towel, and extendions the morthcally side of the wo-called Morth Rollow Bond adjacent to Paul Maccon realty in a fine the substitute of the wo-called Morth Rollow Bond adjacent to Paul Maccon realty in a thereton the northcally side of the wo-called Morth Rollow Bond adjacent to Paul Maccon realty in a therefore the morthcally side of the wo-called Morth Rollow Bond adjacent to Paul Maccon realty in a therefore the morthcally side of the wo-called Morth Rollow Bond adjacent to Paul Maccon realty in a therefore the morthcally side to be then as a bilt of said of approximately 1400 and bucketh, covers and apout a way point of the paul granted premose, with all the princepts and adjacent to Paul Maccon realty in a fact of the word of the man and granted premose, with all uncertain cluments and adjacent to princepts and adjacent of the said Granter and accounting of the said Granter and adjacent of the said Granter, him were in which a said adjacent of the said Granter, him were supported and subject of the said Granter, him were supported and subject of the said adjacent of the said adjacent of the said adjacent of the said Granter, him were supported and subject of the said adjacent of the said Granter, him were supported and subject of the said Granter, him were suppor				
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one, to the point of beginning. The westerly boundary herein referred to is a spotted and marked line of trees and said line been fenced by a two-strand division fence, and the grantors herein and the grantee herein a nanues and argree to maintain one-half of said division line fence. Also including in this deed a right of way to and from the within described realty in common activers over and acrossing a readway now being used, sufficient for which their travel, and extended from the mortherity side of the so-called North Rollow Road adjacent to Faul Magoon resity in a thereby and northers are proportionally and extended from the mortherity and common to the within described realty. This dead is to be taken as a bill of vale of approximately 1400 and buckets, covere and apout a second of the solution of the second in the principle and principle and the principle and the said Grant J. Kirchner, a mincle main. Here was said granted premises, with all the principle and assigns, to their own use and behoof loverer to the said Grantord, Marry E. McChen and Dorothy McChen, husband and wife. Our heirs, executors and administrators, do covenant with the said Grantes. Countryles. Countryles. Countryles. Countryles. Phire and assigns, that until the ensealing of these presents. We have a second as a foresaid, and we seem to manner aforesaid, that they are FREE FROM EVERY (CUMBRANCE; except as a foresaid, and we seem to manner aforesaid, that they are FREE FROM EVERY (CUMBRANCE; except as a foresaid, and we seem to manner aforesaid, that they are FREE FROM EVERY (CUMBRANCE; except as a foresaid, and we seem to manner aforesaid, that they are FREE FROM EVERY (CUMBRANCE; except as a foresaid. Bitness Whysigst , We be an advanced and the seem of the premise and seed and seed and subscribed, to be their act and deed. Bitness Whysigst , A. Siowa the seem of	und at the corner of the	called Ingham, Churchill	ind McCuen propertie	s; thence turning and
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#### ### ### ### #### ################	g evaporator; sap storsge	ank; gathering tank; sled;	nyrup settling tank	together with some
Gerard J. Kirchner. a single man. his heirs and assigns, to their own use and behoof forever the said Granters. Harry E. McGuen and Darothy McGuen, husband and wife, for Ourselves Our heirs, executors and administrators, do covenant with the said Grantee. Our heirs, executors and administrators, do covenant with the said Grantee. Ourselves Carard J. Kirchner, his heirs and assigns, that until the cuscaling of these presents. We fire the sole owner the premises and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY CUMBRANCE; except as aforegoid. Countries and assigns, that until the cuscaling of these presents. We fire FREE FROM EVERY CUMBRANCE; except as aforegoid. Countries and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY CUMBRANCE; except as aforegoid. Countries Whriset, we hereunto set our hand a said seal a this 23rd day of May. A. D. 19.59. Williams W. Johnstone Williams W. Johnstone Harry E McGuen Sealed and subscribed, to be their one at and deed. Burous Mr. William M. Johnstone Stowa, Yarmont. Town Clerk's Office. Juna 22nd A. D. 1959, at S. o'clock 05 minutes 1. M. Rocelved for record a Deed, of which the foregoing is a true copy. A True Record. Attest Milliams M. Johnstone Were affixed to the foregoing		ler heipe all mimming eon	dinment and andersor	ing situate or - go-
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we the said Grantorn. Harry E. McGuen and Dorothy McGuen, husband and wife, for Gurselves. Our		Kirchner, a single man.		
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State of Vermont **Department of Environmental Conservation** Agency of Natural Resources

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED

10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit Wastewater System and Potable Water Supply Rules, Effective September 29, 2007 Chapter 21, Water Supply Rules, Effective December 1, 2010

Landowner:

Nancy Dumont 1241 Taber Hill Road **Stowe VT 05672**

Permit Number: WW-5-7826

This permit affects the following properties in the Town of Stowe, Vermont:

Lot	Parcel	SPAN	Acres	Book/Page#'s
1	10024	621-195-10951	2.00	Book:900 Page:228

This project, consisting of a replacement wastewater disposal system for an existing, two bedroom single family residence on an existing, 2.00 acre parcel utilizing an existing, individual on-site drilled well water supply, located at 1241 Taber Hill Road in the Town of Stowe, Vermont, is hereby approved under the requirements of the regulations named above subject to the following conditions.

1. GENERAL

The project shall be completed as shown on the plans and/or documents prepared by Trailhead Designs, LLC (Paul 1.1 A. Taylor), with the stamped plans listed as follows:

Title	Sheet	Plan Date
Replacement Septic System	1 of 1	July 11, 2016

- This permit does not relieve the landowner from obtaining all other approvals and permits <u>PRIOR</u> to construction 1.2 including, but not limited to, those that may be required from the Act 250 Environmental Commission; the Drinking Water and Groundwater Protection Division; the Watershed Management Division; the Division of Fire Safety; the Vermont Department of Health; the Family Services Division; or other State departments and local officials.
- The conditions of this permit shall run with the land and will be binding upon and enforceable against the landowner 1.3 and all assigns and successors in interest. The landowner shall record and index this permit in the Town of Stowe Land Records within thirty, (30) days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- The landowner shall record and index all required installation certifications and other documents that are required 1.4 to be filed under these Rules or under a specific permit condition in the Town of Stowe Land Records and ensure that copies of all certifications are sent to the Secretary.
- No permit issued by the Secretary shall be valid for a substantially completed wastewater system until the Secretary 1.5 receives a signed and dated certification from a qualified Vermont Licensed Designer or, when allowed by the Rules, an installer, that states:

"I hereby certify that, in the exercise of my reasonable professional judgment, the installation-related information submitted is true and correct and wastewater system was installed in accordance with the permitted design and all the permit conditions, was inspected, was properly tested, and has successfully met those performance tests",

or which otherwise satisfies the requirements of §1-308 and §1-911 of the referenced rules.

The lot is approved with the existing two bedroom single family residence. No alterations to the existing building 1.6 that would change or affect the water supply or wastewater disposal shall be allowed without prior approval by the



Page 2 of 3

Drinking Water and Groundwater Protection Division. Construction of additional nonexempt buildings including commercial and residential buildings is not allowed without prior permitting by the Drinking Water and Groundwater Protection Division and such permit may not be granted unless the proposal conforms to the applicable laws and regulations.

- 1.7 Each purchaser of any portion of the project shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plan(s), if applicable, prior to conveyance of any portion of the project to that purchaser.
- 1.8 By acceptance of this permit, the landowner agrees to allow representatives of the State of Vermont access to the property covered by the permit, at reasonable times, for the purpose of ascertaining compliance with the Vermont environmental and health statutes and regulations, and permit conditions.
- 1.9 Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.
- This permit authorizes the landowner to construct a new wastewater disposal system required to abate a health hazard created by the failure of the existing wastewater system serving the structure/residence. The landowner is required to continue measures to prevent wastewater from surfacing on top of the ground, entering surface waters of the State, or backing up into the existing residence until such time as the approved wastewater system is constructed, activated, and all the conditions of this permit are satisfied.
- The landowner shall complete construction of the **replacement wastewater disposal system** approved by this permit **no later than May 1, 2019.** The landowner may request one extension of this deadline, provided the landowner makes the request in writing prior to the specified date, and shows good cause why construction cannot be completed by the stated date. If construction is not completed by the required deadline, this permit shall no longer remain valid for the purposes of authorizing the construction of the **replacement wastewater disposal system**.

2.WATER SUPPLY

2.1 The project is authorized to utilize the existing water supply. No changes shall be made to the existing water system unless prior approval is obtained from the Drinking Water and Groundwater Protection Division, unless otherwise exempt. No other means of obtaining potable water shall be allowed without prior review and approval by the Drinking Water and Groundwater Protection Division, unless otherwise exempt. The landowner shall immediately notify the Division if the water supply system fails to function properly and becomes a "failed supply".

3.WASTEWATER DISPOSAL

- 3.1 The lot is approved for the disposal of wastewater in accordance with the design depicted on the stamped plan(s) for 280 gallons of wastewater per day. The system(s) shall be operated at all times in a manner that will not permit the discharge of effluent onto the surface of the ground or into the waters of the State. Should the system fail and not qualify for the minor repair or replacement exemption, the current landowner shall engage a qualified Vermont Licensed Designer to evaluate the cause of the failure and to submit an application to this office and receive written approval prior to correcting the failure.
- 3.2 The design flows for this building may not be increased until a fully complying wastewater system design prepared by a qualified Vermont Licensed Designer is submitted for review and approved by the Drinking Water and Groundwater Protection Division.
- 3.3 The lot is approved for a mound wastewater system provided the mound is constructed in strict accordance with the following conditions:
 - a. The mound system is to be located and constructed as depicted on the plans that have been stamped by the Drinking Water and Groundwater Protection Division.
 - b. A qualified Vermont Licensed Designer shall inspect the mound system during critical stages of construction. This shall include the staking of the location of the mound, ensuring the site has been properly plowed prior to placement of the appropriate sand fill, the installation and testing of the distribution piping, final grading of the mound including side slopes, and pump station installation.
 - c. The construction of the mound shall adhere to the requirements set forth in Section 1-913(f) of the above referenced rules.



- The components of the sanitary wastewater system herein approved shall be routinely and reliably inspected during construction by a Vermont Licensed Designer (or where allowed, the installer) who shall, upon completion report in writing to the Drinking Water and Groundwater Protection Division that the installation was accomplished in accordance with the referenced plans and permit conditions, as specifically directed in Condition #1.5 herein.
- 3.5 The corners of the proposed replacement wastewater system shall be accurately staked out and flagged prior to construction with the flagging/staking being maintained until construction is complete.
- 3.6 The wastewater system for this project is approved for domestic type wastewater only except as allowed for water treatment discharges. No discharge of other type wastewater is permitted unless prior written approval is obtained from the Drinking Water and Groundwater Protection Division.
- 3.7 No buildings, roads, water lines, earthwork, re-grading, excavation or other construction that might interfere with the installation or operation of the wastewater systems are allowed on or near the site-specific wastewater disposal system or replacement area depicted on the stamped plans. All isolation distances that are set forth in the Wastewater System and Potable Water Supply Rules shall be adhered to and will be incorporated into the construction and installation of the wastewater system.

Emily Boedecker, Commissioner Department of Environmental Conservation

Dated October 30, 2018

Bv

William E. Zabiloski Assistant Regional Engineer Montpelier Regional Office Drinking Water and Groundwater Protection Division

cc: Trailhead Designs, LLC

Trailhead Designs, LLC
Town of Stowe Planning Commission

Stowe, VT. Record Received

11-8-2018 at 3:05 pm

Lisa A. Walker, Town Clerk



Paul A. Taylor Licensed Designer Type B PO Box 671, Barre, VT 05641 **T** 802.229.1777 **C** 802.272.3572 trailheaddesigns@hotmail.com

November 14, 2018

William Zabiloski DEC Drinking Water and Groundwater Protection Division 1 National Life Drive Montpelier, VT 05620

RE: WW-5-7826 Septic System Inspection / Dumont / Stowe

Dear Bill:

The septic system has been inspected and has been found to be constructed in a workmanlike manner. The installation is in accordance with plans submitted for permit # WW-5-7826.

"I hereby certify that the installation-related information submitted is true and correct and that, in the exercise of my reasonable professional judgment, the <u>wastewater system</u> was installed in accordance with the permitted design and all permit conditions, were inspected, were properly tested, and have successfully met those performance tests."

Thank you for assistance with this project. Please feel free to contact me at 229-1777 if you have any questions or concerns.

Sincerely,

Paul A. Taylor

Trailhead Designs LLC