

## Starksboro Development Review Board Agenda

Thursday, March 12, 2026 @ 6:30 pm.

\*TOWN CLERK'S OFFICE AND VIA ZOOM\*

Instructions for remote participation below

TIME	TOPIC
6:30	<b>Meeting called to order</b> Review agenda for addition, removal, or adjustment of any items per 1 V.S.A. §312(d)(3)(A).
6:35	Public Comment for non-agenda items only
6:45	Minor Subdivision 26-DRB-01SD Harper-Herr Final Plan Review Hearing
7:45	Review and approve minutes from 2/26/26
7:55	Deliberative Session
8:30	<b>Adjournment</b>

The Town of Starksboro is inviting you to a scheduled Zoom meeting.

<https://us02web.zoom.us/j/89617415124>

Meeting ID: 896 1741 5124

Join by Phone:

1-305-224-1968

Applicant name(s): Harper / Herr

Application # 26-DRB-01SD

Date of Hearing: March 12, 2026

Type: Minor Subdivision Final Plan Review

## Town of Starksboro Exhibit List

Exhibit #	Description	Date entered	notes
A	Warning and Abutters Mailing Affidavit	2/3/26	
B	Harper-Herr Cover Letter dated 1/25/26	2/2/26	
C	DRB Application signed 1/12/26	2/2/26	
D	Project Narrative received 1/27/26	2/2/26	
E	Draft Subdivision Plat dated 1/19/26	2/2/26	
F	Draft Boundary Line Adjustment Plat for VanSteamburg-Bedard and Dickason-Namy dated 1/20/2025	2/2/26	
G	Draft Plan "Proposed Compiled Lands of Eugene Vansteamburg and Kristi Bedard" dated 12/22/2025	2/2/26	
H	Boundary Line Adjustment Exemption Form – VanSteamburg/Bedard and Dickason-Namy dated 1/25/26	2/2/26	
I	Plot Plan (undated) depicting septic setback from VanSteamburg-Bedard / Dickason-Namy boundary adjustment	2/2/26	
J	Draft Warranty Deed – Dickason-Namy to VanSteamburg-Bedard	2/2/26	
K	Draft Warranty Deed – Harper-Herr to VanSteamburg-Bedard	2/2/26	
L	Draft Warranty Deed – VanSteamburg-Bedard Lot Merger	2/2/26	
M	Contract for Deed – Property Sale, Harper-Herr to VanSteamburg-Bedard, with Warranty Deed and Power of Attorney dated 9/8/23	2/2/26	

**Town of Starksboro**  
**Development Review Board**  
**Notice of Hearing**

Kevin Harper and Julie Herr submitted a minor subdivision application (26-DRB-01SD) for Final Plan Review of a Two-Lot Subdivision located on a 198 +/- acre parcel (10340) at 579 Frank Orvis Road, Starksboro. The proposed subdivision is in the LDRC/FC Districts. The hearing on the application will be held per Sec. 426 of the Starksboro Land Use and Development Regulations (SLUDR).

The Starksboro Development Review Board will conduct the hearing on **March 12, 2026**, starting at 6:30p.m. at the Starksboro Town Office with remote access (info below). The full application is available to review by request of the Starksboro zoning office, and on the website at <https://www.starksborovt.org/agendas-and-minutes>

Pursuant to 24 V.S.A. §§ 4464(a)(1)(C) participation in this local proceeding is prerequisite to the right to take any subsequent appeal.

Town of Starksboro is inviting you to a scheduled Zoom meeting.

<https://us02web.zoom.us/j/89617415124>

Meeting ID: 896 1741 5124

Or by Phone: +13052241968

Date : February 2, 2026

**Town of Starksboro**

PO Box 91, Starksboro VT 05487  
 zoning@starksborovt.org

**ABUTTERS MAILING AFFADAVIT**

Pursuant to section #410 of the Starksboro Land Use Development Regulations I, Stephen Rooney, Zoning Administrator for the Town of Starksboro, hereby acknowledges that on 2/3/2026 that I sent by US 1<sup>st</sup> class mail the attached "notice of public hearing", for application 26-DRB-01SD to the following list of abutting property owners and others requesting notice.

  
 Stephen Rooney, Zoning Administrator

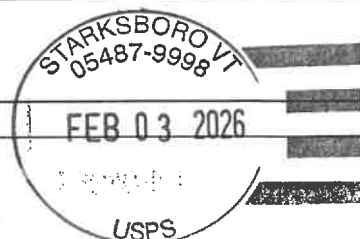
Date: 2/3/2026

I attest by my signature below that I have reviewed this list and that it was mailed on 2/3/2026

Attest: , Town Clerk/ Assistant Town Clerk/ Town Admin

Applicants: Kevin Harper & Julie Herr 579 Frank Orvis Road, Starksboro – Parcel ID#10340

Abutters or Participants	
Parcel #	Name and Address
10741	Bela Ensign 1174 Vt Route 17 Bristol, Vt 05443
10146	Ronald & Babette Casontguay 290 Russell Young Rd. Bristol, Vt 05443
10577	Phillip H. Mosenthal 1190 Russell Young Road Bristol, Vt, 05443
10536	Charlotte Mcgray 690 Frank Orvis Road Bristol, Vt, 05443
11062	James Eberhardy 500 Frank Orvis Road Bristol, Vt, 05443
10910	Vermont Land Trust, 8 Bailey Ave Montpelier, Vt, 05602
10377 (Lincoln)	Mothership, LLC Attn: Will and Vanessa Halby 8383 Wilshire Blvd., Ste. 815 Beverly Hills, CA , 90211
10373 (Lincoln)	Donald Ferriss 761 Accabonac Hwy E Hampton, NY, 11937
10371 (Lincoln)	Daniel & Joanne Scharf 6107 Forest Hills Rd Rockford, IL, 61107
10777	Sienkiewicz Tim A, Mcquade Pricilla A 3520 Quaker Street Bristol, Vt, 05443



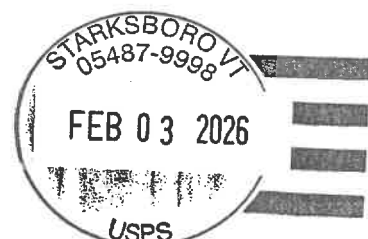
**Town of Starksboro**

PO Box 91, Starksboro VT 05487  
zoning@starksborovt.org

**EXHIBIT A****ABUTTERS MAILING AFFADAVIT**

10867	Selter Richard, Ellison Tara Revocable Trust 3688 Quaker Street Bristol, Vt, 05443
10631	Osmun Martha Ellen, Trustee Of Martha Ellen Osmun Revocable 3825 Quaker Street Bristol, Vt, 05443
10216	Dickason John Etal, Namy Cherry 113 Frank Orvis Road Bristol, Vt, 05443
10044	Barnett Mary Trust, Mary Barnett Trustee 391 Frank Orvis Road Bristol, Vt, 05443
10017	Allen Lausanne, Anderson Brian C 447 Frank Orvis Road Bristol, Vt, 05443
11020	Bent Jacob, Bent Erin 586 Vt Route 17 Bristol, Vt, 05443
10361	Heisler Jay, Heisler Judith 626 Vt Route 17 Bristol, Vt, 05443
11019	Donald Gaffney Po Box 252 62 Blackbear Way Bristol, Vt 05443
11005	Blomfield Christiana, 94 Black Bear Way Bristol, Vt, 05443
11003	Miller Ryan W, Macnamara Lillian D 183 Black Bear Way Bristol, Vt, 05443
10067	Elwert Cecilia Trustee, Elwert Cecilia Revocable Trust 1056 Vt Route 17 Bristol, Vt, 05443

Any questions (office 453-2639)



Town of  
Starksboro  
Received  
1/27/26

January 25, 2026

Town of Starksboro  
Attn: Steve Rooney  
PO Box 91 Starksboro, VT 05487

Subject: Kevin Harper and Julie Herr 83 Acre 2 Lot Subdivision at 579 Frank Orvis Road,  
Starksboro, VT – Final Plat Hearing Application and required information.

Hello Steve,

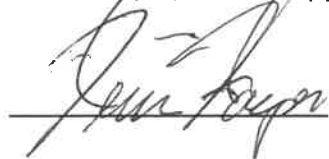
I am writing on behalf of myself and my wife, Julie Herr, to request a final Plat hearing for an 83 acre, two lot subdivision, so we can close on a Purchase and Sale Agreement with our neighbors, Eugene Vansteamburg and Kristi Bedard. The buyers would combine this 83 acre lot with their existing 20 acre property by way of a Boundary Line Adjustment, so they may add their current 20 acres into the Use Value Program once the sale is consummated. Their intention is to use the bulk of the 83 acres to expand their existing maple sugar operation.

In accordance with the Town's Land Use and Development Regulations, the following items are respectfully submitted:

1. Town of Starksboro DRB Application
2. Project Narrative
3. Names and addresses of Adjoining Property Owners
4. Subdivision Site Plan drawings
5. Survey Plat of the Subdivision
6. Minor Subdivision Application Fee of \$375

Please review the information below and let me know if there are any other items required for the final plat hearing. Please let me know if you have any questions. My cell is 802-233-0938.

Kevin Harper, Owner/Applicant

A handwritten signature in black ink, appearing to read "Kevin Harper", is written over a horizontal line.

Starksboro  
VERMONT

Development Review Board  
Application

Town of Starksboro  
P.O. Box 91  
Starksboro, VT 05487  
Zoning Phone: 802-453-2768  
www.starksborovt.org/zoning

Address of property: 579 FRANK DRIS ROAD Parcel ID (last 5 digits of SPAN): 10340

Property Owner (see Page 2): KEVIN HARPER & JULIE A. HERP

Property Owner \_\_\_\_\_

Mailing Address: 579 FRANK DRIS RD BRISTOL, VT 05443

Signature of Owner: [Signature] Date 1/12/26

Signature of Owner: [Signature] Date 1/12/2026

Applicant (see Page 2): KEVIN HARPER

Mailing Address: SAME AS ABOVE

Signature of Applicant: [Signature] Date 1/12/26

Application Type (check all that apply):

- ☐ **Variance** (per section 422)  
Specific relief requested: \_\_\_\_\_
- ☒ **Waiver** (per section 423)  
Specific relief requested: 351-E, 351-F
- ☐ **Site Plan Review** (per section 424, "S" designation in Use Table, or other Section).  
Project description and Zoning Permit #: \_\_\_\_\_
- ☐ **Conditional Use Review** (per section 425, "C" designation in Use Table, or other Section)  
Project description and Zoning Permit #: \_\_\_\_\_
- ☒ **Subdivision** (per Section 426). Pre-application meeting date: \_\_\_\_\_  
☒ Minor ☐ Major Total # Lots \_\_\_\_\_
- ☐ **Planned Unit Development** (per Section 427). Pre-application meeting date: \_\_\_\_\_
- ☐ **Appeal of decision by Zoning Administrator** (per section 421)  
Permit # or other decision being appealed: \_\_\_\_\_
- ☐ **Other (specify)** \_\_\_\_\_
- Before the application can be deemed complete, the property owner or applicant must submit with this application the applicable fees and appropriate pertinent information as required by the Starksboro Land Use and Development Regulations. Once the application is deemed complete by the Zoning Administrator or DRB, the Town has 60 days to warn a public hearing. See Page 2 and 3 for required submittals and other information.

Administrator/DRB use only

DRB Application Number: 26-DRB-015D Fee Paid: \$375 Date Deemed Complete: 2/2/26

Warning Public Notice date: 2/5/26 Final Hearing date: 3/12/26 Date of decision: \_\_\_\_\_

DRB Chair: \_\_\_\_\_ DRB Clerk/ZA: \_\_\_\_\_

Zoning office notes: \_\_\_\_\_

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1/27/26

## Project Narrative

Kevin Harper and Julie Herr own 198+/- acres of land that is primarily in the Forest Conservation District, but for 13 acres on the northern boundary that is Low Density Residential and Commercial. The entire 198 acres is accessed from Quaker Street, a Class 3 Town road, onto Frank Orvis Road, a Class 4 Town road, onto a private road that was built with underground power and phone in 1987 - 1988.

Harper/Herr are requesting that the DRB consider approving an 83-acre Minor Subdivision, as Step 1, in a 3 step process that was discussed at an October 9<sup>th</sup>, 2025 DRB informational meeting. Harper/Herr have a Purchase and Sale Agreement for these acres with our neighbors, Eugene Vansteamburg and Kristi Bedard, who plan to combine these acres with their existing nearby acres to expand their maple syrup enterprise. Additionally, Vansteamburg/Bedard would be able to add their existing 20 acres into the existing Use Value Program, once the 83-acre subdivision is permitted, merged and the sale is consummated. See below the 83-acre Subdivision Survey Plat.

Step 2 involves the sale of what is now a 50' Easement between Vansteamburg/Bedard's land, through John Dickason and Cherrie Namy's property. This .67 acre Easement, that is currently on file with the Town of Starksboro, would need approval for a Boundary Line Adjustment, which would then serve as the contiguous link between the existing 20 acre Vansteamburg/Bedard property and the Harper/Herr 83 property. See below the .674-acre BLA Plat.

Step 3 would be the Merger of these two lots by way of the .67-acre Boundary Line Adjustment referenced in Step 2, that was once Dickason/Lamy's property. See combined 103-acre Plat.

We have also contracted with Spencer Harris, Vermont Contours, who will help with filing the necessary Boundary Line Adjustment Exemption Form, given the new boundary line will be in excess of the required 500 feet from the existing Dickason/Namy septic. See attached sketch from Vermont Contours.

Also attached is the current Deed for Parcel 10340 (Lot 2), that includes Building Rights limitations that apply to "successors and heirs in perpetuity". Also included are draft Deeds for the new 83-acre Lot 2, with the same language.

Draft Deeds are also included for the Dickason/Namy .675-acre Boundary Line Adjustment and the combined Vansteamburg/Bedard 103 acres.

Enclosed is a completed DRB Application Form and a check for the \$375 fee.

Below I will address the specific review criteria of the Minor Subdivision Zoning Regulations and the rationale for a waiver request for Sections 351.E and 351.F.



Section 426.E

1.Siting and Suitability:

The 83 acres are in the Use Value program and will continue to be under the new ownership, along with an additional contiguous 20 acres that currently is unqualified for this designation due to a 25 acre minimum requirement. Also the property will have an updated Forest Management Plan once the purchase/sale is consummated. This will require the owner to continue with good forest management practices regarding logging operations, maple syrup harvesting, wildlife wellbeing, etc.

2.Natural Features:

A perfect match given the aspects above.

3.Character of the area and Privacy:

The character of the area will only be improved upon given the inherent benefits of a maple sugar operation and have no negative impacts on neighboring property owners.

4.Energy conservation:

Given the plans for this property, and the inherent benefits of gravity where sap lines are utilized, there would be no additional energy demands for this property.

5.Access and Circulation:

Again, given there are no "lots" built into the use of this property, the existing logging trails that have been maintained by the sellers will continue to serve the future logging and the management of the sugar bush itself.

6.Infrastructure, utilities, etc:

There will be no need for infrastructure given the intended use of the property at this time.

7.Lighting:

There will be no need for lighting associated with this property at this time beyond what is normal for sugaring and logging operations, ie tractor lights, 4 wheelers, etc.

8.Recreation access:

These lands would certainly be designed and located to provide private or shared outdoor space for recreation. Historically, these same lands have been open accessible for neighbors to use for walking, skiing, horseback riding, etc.

Waivers

Section 351.E

Lot configurations are preexisting, at all points, and most, if not all are defined by the course of the river, stone wall property lines that run hundreds of feet, including the boundary line that divides the original 189 acre Huppuch lands from the more recent purchase of the Cousino

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EXHIBIT D

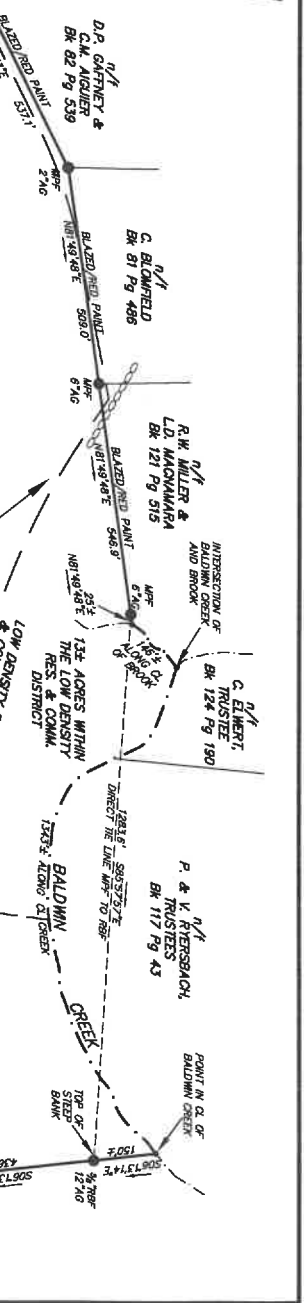
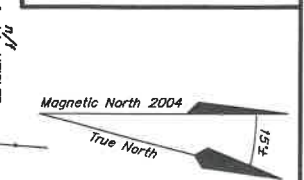
100+/- acres. This southernmost property line that runs east and west is a perfectly straight line for almost 3,000 feet.

Also there are no "lots with frontage" included in this one 83 acre lot subdivision application.

Section 351.F

There are no plans for the 83 acre Subdivision to include any building lots, but instead to be used as an expansion of an existing, next door, maple sugar operation.

There will be a "Building Rights" table included on the 83-acre Survey Plat as well.



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EXISTING PARCELS	TOTAL # OF BUILDING RIGHTS	PROPOSED PARCELS	BUILDING RIGHTS USED	BUILDING RIGHTS REMAINING
LOT 1	1980c total 12.70c (LDR) 168.50c (FC) Total existing = 9 rights	LOT 1: 1180c (FC) LOT 2: 20.50c (LDR) 12.70c (LDR)	1	5
			0	4

## ZONING ADMINISTRATOR (ZAL) NOTES

The following notes are included per request of the Strawberry Zoning Administrator and are not warranted, certified, or defended by the undersigned Land Surveyor.

1. See 08B Database 05-175-00-7701 for the creation of the 20-acre "34-a-cats" depicted herein. Any proposed subdivision within this "34-a-cats" tract is identified within the "set aside" boundaries that must be approved by the DRL.
2. The Harpers/Heier lands are in part within the Forestry & Conservation District (F&C) and are subject to the Forest Practice Act (FPA) and the Forest Management Act (FMA). See Section 211 of the Strawberry Land Use and Development Regulation (SLUDR) 1/26/201 for the Density & Unincorporated Standards Table.
3. The Building Rights Table depicted therein.

**DRL or STRAWBERRY BUILDING RIGHTS TABLE**

**IN ACCORDANCE WITH THE STRAWBERRY ZONING ORDINANCE**

**UNINCORPORATED LAND USE AND DEVELOPMENT REGULATION**

**LEGEND**

Existing boundary line

Metal pipe (14" or 18" RBS) found as described

Point in center of Creek/Brook

Stone wall

Now or formerly

E. WASTEWATERING  
at K. BEDARD  
BR. 110 Pg. 02

EXISTING AND UNDER-  
CONSTRUCTION OF  
BR. 125 Pg. 11

J.H. DICKSON &  
C. MANY et al.  
BR. 108 Pg. 280

0/1

13th St

Hwy 212 W

50'

50'

0/1

B.E. & T/R RHULEE  
BR 123 Pg 72

0/1

J.A. BENT &  
E.M. (JAMES) BENT  
BR 82 Pg 525

Not to Scale	LOCATION MAP

[illegible]

\_\_\_\_\_

**NOTES**

1. Let 2 (2023, Arizona) is the irrevocable lands granted to Hesperia/Henry in 1923, which was later sold to the State of Arizona in 1934. See *Henry/Hesperia v. State of Arizona*, 10 March 2005 and on remand, 2005 AZ 158. See also *State v. Pika* for the depiction of the 20-acre "S1"-easement.

2. Rulings on this map are governed by the 20-acre "S1"-easement, not the 20-acre of megalopolis north per the Subdivision Pool on record as this *ASAC*.

3. *Felipe/Net* completed in May 2023. *S1* used on this plan reflects existing conditions of the three of ways. Location of underground utilities or structures are not included in this survey.

4. The location of the property line along Beldish Creek and the brook is subject to change from season on/off or accretion.

115+ ACRES

Remaining lands belonging to  
KETIM HANDEB & JULIE A. HERR

PROPOSED 37 MILE RIGHT-OF-WAY  
OVER EXISTING DRIVE AND WOODS  
ROAD FROM FRANK DAVIS  
SCHOOL LOT 2

P/H  
C. ANDERSON  
C. L.H. ALLEN  
# 1126 Pg 471

HOUSE

WOODS ROAD

50'

BLVD

LOT 1

Town of Starksboro  
Received  
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Diagram illustrating a traverse with the following data:

- Side 1: 10.40, Bearing  $345^{\circ} 30' W$
- Side 2: 280.0, Bearing  $N 04^{\circ} 35' 22'' E$
- Side 3: 2.16, Bearing  $2^{\circ} 16' E$
- Side 4: 183.54, Bearing  $S 54^{\circ} 55' E$



**DRAFT PLAT  
FOR REVIEW ONLY**

The information shown hereon is the result of the collection and analysis of the records of the Vermont Department of Land Surveying, and is intended for use in the preparation of maps of land parcels and local land records. This map was prepared in accordance with 27 V.S.A. § 261 and meets the relevant Accuracy Standards in effect in January 2026, as described in the Rules of the Vermont Board of Land Surveyors.

*Donald A. Johnston*

Donald A. Johnston VT LS #086

PO Box 406, Bristol, VT 05443

VERMONT LAND SURVEYING LICENSED PROFESSIONAL No. 886 DONALD A. JOHNSTON

P/f C. MORRAY  
BK 99 Pgs 544-549  
BK 06 Pgs 223 & 225

Shop

THIS FINAL RETURN OF THE DETAIL OF THIS AND CONFIDENTIAL SIGNED THIS \_\_\_\_\_ BY \_\_\_\_\_

STATE OF VERMONT

79 79 35  
P9 P9 401  
7 P9 401  
1 P9 340  
0 P9 195

271.26%  
1716.2

01 2  
AORES  
lands belonging to  
to & ALLUE A. HERB  
5 Pg 547  
5 Pg 52

The map depicts a complex land survey area. Key features include:

- Boundaries and Easements:** Several lines represent property boundaries or easements, some labeled with bearings and distances (e.g., "N 1/2 L 4 SEC 36 T 18 S R 10 E").
- Measurements:** Specific dimensions are noted along the boundaries, such as "173.93" and "173.93".
- Labels:** Various labels identify different parts of the survey, including "BLVD", "N/1/2 L/4 SEC 36 T18S R10E", and "BLVD".
- Orientation:** A north arrow is present in the upper left corner of the map.

off  
C ELEMENT

KEVIN HARPER & JULIE A. HERR  
83<sup>1</sup>/<sub>2</sub> ACRE LOT  
off of FRANK ORVIS ROAD  
TOWN OF STARKSBORO  
ADDISON COUNTY, VERMONT

DATE: 19 JANUARY 2026	DWG: 04059-2
SCALE: 1" = 200 FEET	SHEET 1 OF 1

200 100 0 200 400

HAS BEEN APPROVED IN DECISION 25-DPR-052 BY THE RENTING BOARD OF THE TOWN OF STARRBORO, VT. ON \_\_\_\_\_, 2026 SUBJECT TO THE REQUIREMENTS OF SAID DECISION.

DAY OF \_\_\_\_\_, 2026

DEVELOPMENT REVIEW BOARD CHAIR

SUBDIVISION PLAT  
OF LANDS BELONGING TO

at Slide /  
BY: \_\_\_\_\_

29.4 ft  
15.0 ft  
10.0 ft  
BARRIERS FE  
% 108  
10 MC

Existing "Set-aside"  
20 $\frac{1}{2}$  Acres  
See ZA NOTE #1

6507.4'

998.2'

507'30"16" W

NCE REMAINS

BARE

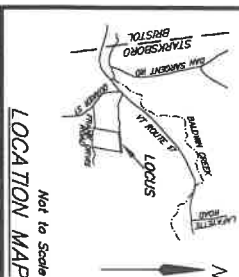
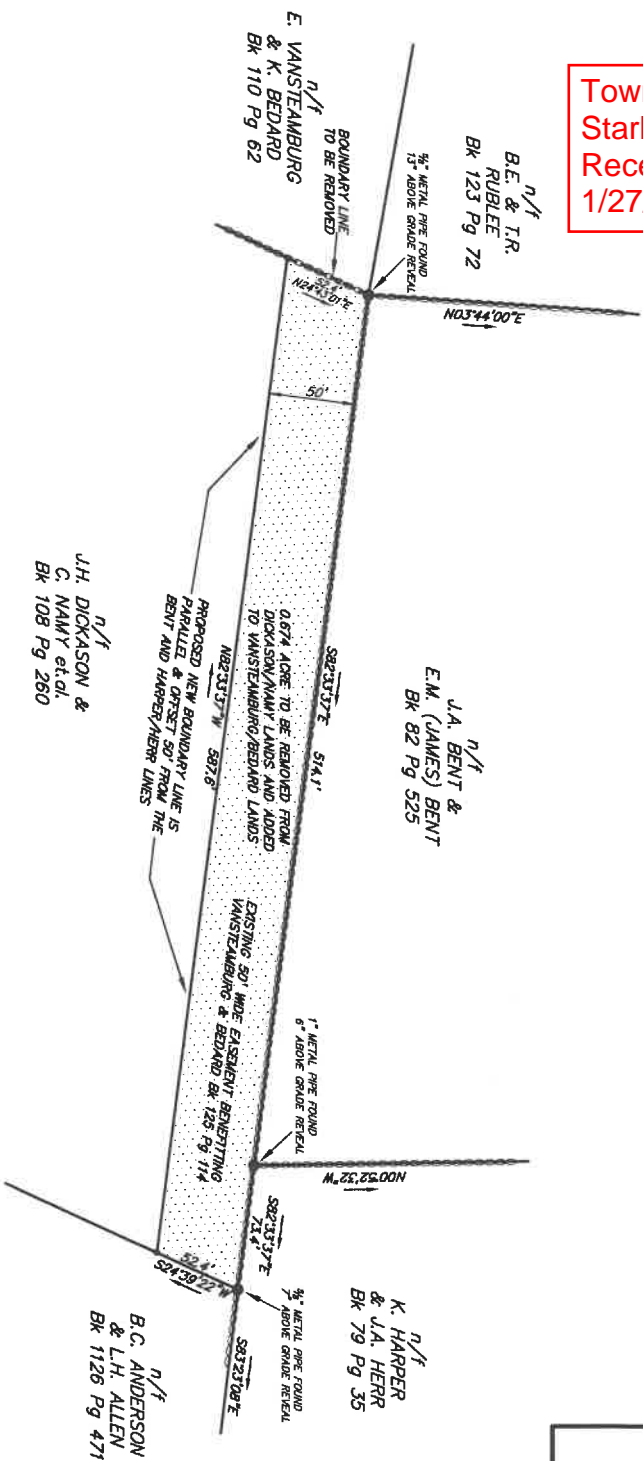
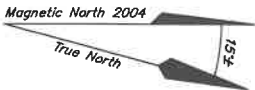
R.W. & B.  
CASTLEGLAY  
BR. 82 PO. 430

WIRE FENCE REMAINS

2.90  
3.15

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**LEGEND**

- Existing and Proposed boundary line
- Boundary line to be removed
- Metal pipe found as described
- Calculated point
- Stone wall
- n/f Now or formerly

- NOTES**
1. This Plot was completed for the sole purpose of depicting a proposed boundary adjustment between the adjoining landowners.
  2. Bearings on this plan are oriented to the mean of several observations of magnetic north. Reference the Subdivision Plot completed for Harper/Herr dated 10 March 2023 and on record as Slide #59E.
  3. Reference the Survey Plot completed for Allen dated 19 January 1988 and on record as Map #17A.
  4. Fieldwork completed in May 2023. Site detail on this plan reflects existing conditions at the time of survey. Location of underground utilities or structures was not included in this survey.

**ZONING ADMINISTRATOR (ZA) NOTES**

The following notes are included per request of the Starksboro Zoning Administrator and are not warranted, certified, or defended by the undersigned Land Surveyor.

**BOUNDARY LINE ADJUSTMENT STATEMENT:**

The purpose of this plot is to depict the proposed Boundary Line Adjustment as specified by the landowners and/or their agents. This DOES NOT create a separate lot and is NOT a subdivision. Reference is made to the Town of Starksboro Boundary Line Adjustment Application 25-BLA-03 through which this Boundary Adjustment has been approved as shown hereon. The exchange of proper legal instruments is required to validate this Boundary Line Adjustment. In the event that these instruments are not exchanged, the adjusted lines shown here shall become null and void and shall revert to the original lot configuration.

The information shown hereon is the result of the collection and analysis of deeds of record, actual field measurements, parcel evidence, and other state and local land records. This map was prepared in accordance with 27 VSA 1403 and meets the relevant Accuracy Standards in effect in December 2023, as described in the Rules of the Vermont Board of Land Surveyors.



Donald A. Johnston VT LS #898

PO Box 406, Bristol, VT 05443

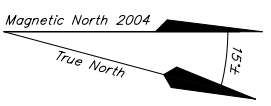
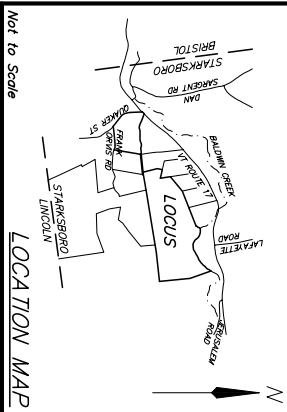
DRAFT PLAT  
FOR REVIEW ONLY

I hereby certify that this instrument was filed for record in the Town Clerk's Office at \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Slide \_\_\_\_\_ of Slide \_\_\_\_\_

**BOUNDARY LINE ADJUSTMENT PLAT**  
BETWEEN LANDS BELONGING TO  
EUGENE VANSTEMBURG  
& KRISTI BEDARD  
AND  
JOHN H. DICKASON &  
CHERRIE NAMY et al.  
FRANK GRIS ROAD  
TOWN OF STARKSBORO  
ADDISON COUNTY, VERMONT

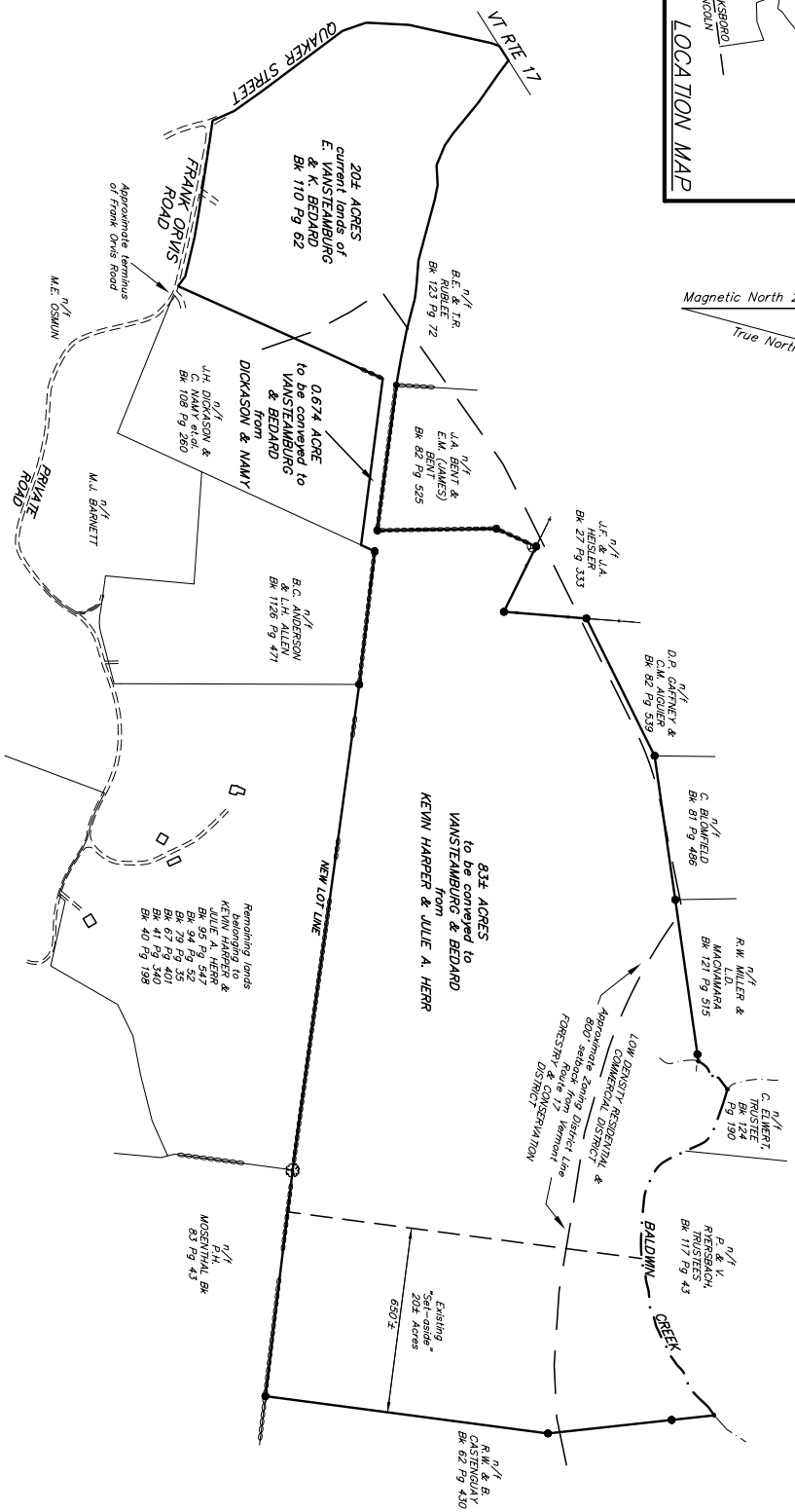
DATE: 20 DECEMBER 2023 DWG: 04059-3  
SCALE: 1" = 50 FEET SHEET 1 OF 1





# EXHIBIT G

Town of  
Starksboro  
Received  
2/3/26



**LEGEND**

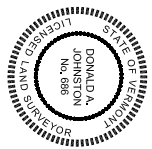
Existing or proposed boundary line

Stone wall

n/f Now or formerly

## NOTES

1. The sole purpose of this Plot is to compile the current and proposed future lands of Eugene Vansteadburg & Kristi Bedard. The 20.4 acre lot (Bk 110 Pg 62) is currently owned by Vansteadburg & Bedard and is depicted hereon per the Starksboro tax maps. Said 20.4 acres has not been surveyed on the ground and is not warranted or certified by the undersigned land surveyor. The 0.674 acre lot and the 83.4 acre lot are to be conveyed to Vansteadburg & Bedard. See Drawing #04059-2 dated 20 December 2025 and Drawing #04059-3 dated 20 December 2025 which are to be recorded with this Plot.
2. Reference the Subdivision Plot completed for Harper/Herr dated 10 March 2005 and on record as Slide #59E. See also Slide #75A for the Hoped/Herr dated 10 March 2005 and on record as Slide #59E. See also Slide #75A for the Hoped/Herr dated 10 March 2005 and on record as Slide #59E.
3. The location of the property line along Baldwin Creek and the brook is subject to change from erosion and/or accretion.



## ZONING ADMINISTRATOR (ZA) NOTES

The following notes are included per request of the Starksboro Zoning Administrator and are not warranted, certified, or endorsed by the undersigned Land Surveyor.

1. See DRB Decision 09-175-SD/FPH for the creation of the 20-acre "Set-aside" depicted hereon. Any proposed development, including buildings or structures located within the "set aside" boundaries must be approved by the DRB.

**DRAFT PLAT FOR REVIEW ONLY**

This is a Compilation Plot depicting current and proposed lands of Eugene Vansteadburg & Kristi Bedard. The 83.4 acre and 0.674 acre lots have not yet been conveyed. See Drawing #04059-2 dated 19 December 2025 and Drawing #04059-3 dated 20 December 2025.

Donald A. Johnston, VT LS #686 PO Box 406, Bristol, VT 05443

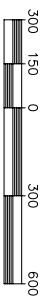
I hereby certify that this instrument was filed for record in the Town Clerk's Office at \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

at Slide # \_\_\_\_\_

BY: \_\_\_\_\_

PROPOSED COMPILED LANDS OF  
EUGENE VANSTEAMBURG  
& KRISTI BEDARD  
off of FRANK ORVIS ROAD  
TOWN OF STARKSBORO  
ADDISON COUNTY, VERMONT

DATE: 22 DECEMBER 2025 DWG: 04059-4  
SCALE: 1" = 300 FEET SHEET 1 OF 1





# Boundary Line Adjustment Exemption Form

## Exemption 1-304(9) - Wastewater System and Potable Water Supply Rules

 Town of  
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1/27/26

Step 1: Please provide the following information:

<b>Landowner 1 - Name(s):</b> Eugene VanSteenburg Kristi Bedard	<b>Landowner 2 - Name(s):</b> John Dickason Cherrie Namy
<b>Landowner 1 - Mailing Address:</b> 61 Frank Orvis Rd Bristol, Vt. 05443	<b>Landowner 2 - Mailing Address:</b> 113 Frank Orvis Rd Bristol, Vt. 05443
<b>Property 911 Address, if different than Mailing Address:</b> 61 Frank Orvis Rd Starksboro, Vt. 05487	<b>Property 911 Address, if different than Mailing Address:</b> 113 Frank Orvis Rd Starksboro, Vt. 05487

<b>Landowner 1 - Current Acreage:</b> 19.95	<b>Landowner 1 - New Acreage:</b> 20.62	<b>Landowner 2 - Current Acreage:</b> 11.23	<b>Landowner 2 - New Acreage:</b> 10.56
<b>Town(s):</b> Starksboro		<b>Previous State Permit #'s (if any):</b>	<b>Lot Number(s) (if any):</b>

\*please note: 27 V.S.A § 341- requires a survey plat for a boundary line change

Step 2: Please check the box or boxes that apply to the lot line adjustment and attach any requested supporting information.

Check the boxes that apply to this land conveyance:

- ☐ (i) a lot being reduced in size is being reduced by no more than two percent, please include calculations showing percent of lot size reduction. Example: 5.9 acres take away 0.1 acres = 0.1 divided by 5.9 = 0.017 = 1.7 % reduction.); or
- ☐ (ii) a lot is increased in size;
- ☒ (iii) the boundary line being adjusted is located, after adjustment, at least 500 feet from the footprint of the building or structure on an improved lot (Please include the footprint of all buildings –except storage buildings– on the diagram that shows the original and the new proposed property lines and show the distance from the building(s) to the new proposed property line.)
- ☐ (iv) the Secretary, on a case-by-case basis, makes a written determination that the proposed adjustment will not have an adverse effect on any existing potable water supply or wastewater system on the affected lots.

**Step 3A:** For adjustments that meet (i) – (iii) above, please complete this form and submit this form with a plan showing the existing and proposed boundaries to the Regional Office and to the town for recording and indexing in the Town land records. When this is complete, you are exempt, and no written confirmation is required.

**Step 3B:** For adjustments being submitted for review under (iv) above, please complete this form and submit the form and a plan showing the existing and proposed boundaries and the location of all buildings and existing water supplies and septic systems on the affected lot(s) to the appropriate Regional Office. The Secretary will provide a written determination whether condition iv applies. If the Secretary determines that condition (iv) applies, deliver the written determination and plan to the town for recording and indexing in the town land records. **If the Secretary determines Exemption §1-304(9)(A)(iv) does not apply, a Wastewater System and Potable Water Supply permit will be required prior to adjusting the boundary line(s).**

By signing this form, the landowner is certifying the boundary line adjustment meets the exemption in section §1-304(9) (A) of the Wastewater System and Potable Water Supply Rules, effective April 12, 2019.

**Landowner 1 Signature(s)**

1-25-26

**Date**

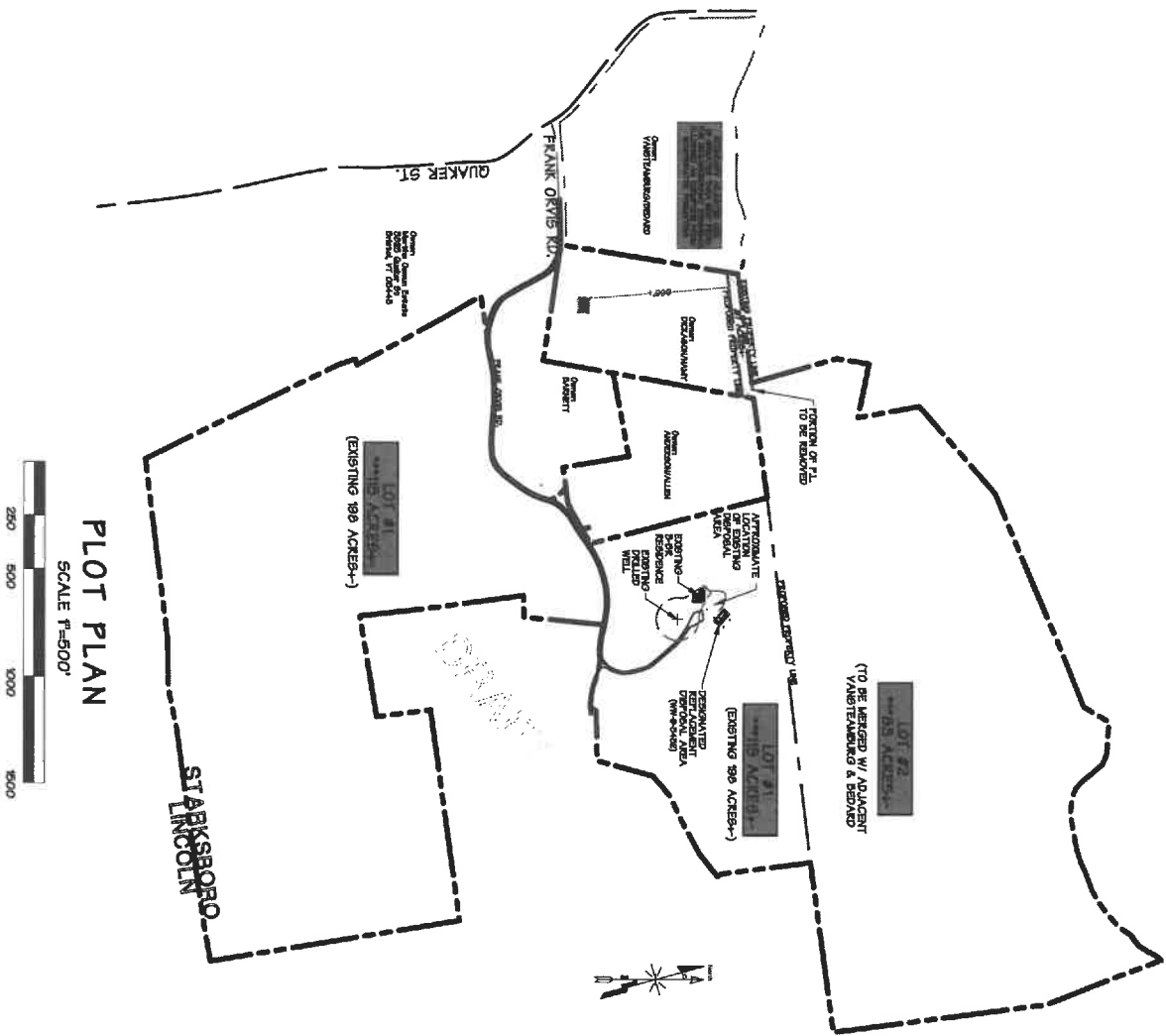
**Landowner 2 Signature(s)**

Jan 25, 2026

**Date**

**Form Date: March 27, 2020**

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Town of  
Starksboro  
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**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS That**, JOHN H. DICKASON and CHERRIE NAMY, husband and wife, both of Starksboro in the County of Addison and State of Vermont, Grantors, in the consideration of TEN (\$10.00) OR MORE DOLLARS paid to our full satisfaction by EUGENE VANSTEAMBURG and KRISTI BEDARD, both of Starksboro in the County of Addison and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns forever, certain lands in the Town of Starksboro in the County of Addison and State of Vermont, described as follows, viz:

Being a parcel of land consisting of a 50 foot wide strip depicted on a Survey Plat entitled "Boundary Line Adjustment Plat Between Lands Belonging to EUGENE VANSTEAMBURG & KRISTI BEDARD and JOHN H. DICKASON & CHERRIE NAMY et. al. Frank Orvis Road, Town of Starksboro, Addison County, Vermont", dated November 20, 2025, prepared by Donald A. Johnston VT LS #686, said Survey Plat being recorded prior hereto in Map Slide \_\_\_\_ as Map # \_\_\_\_ in the Town of Starksboro Land Records.

Said parcel of land is a PORTION ONLY of all and the same lands and premises conveyed to John H. Dickason and Cherrie Namy by Warranty Deed recorded in Book 108, Page 260 of the Starksboro Land Records. Said strip of land consists of 0.674 acres of land, more or less.

The purpose of this conveyance is to convey to Grantees, their heirs and assigns, all and the same lands and premises currently subject to an easement by and between Grantors and Grantees recorded at Book 125, Page 114 of the Starksboro Land Records.

The title to this parcel is intended to be merged with additional lands and premises being conveyed to Eugene Vansteamburg and Kristi Bedard by John H. Dickason and Cherrie Namy, by deed of near or even date herewith and to be recorded herewith in the Starksboro Land Records, along with lands and premises owned by Eugene Vansteamburg and Kristi Bedard conveyed to them by Warranty Deed recorded at Book 110, Page 62 of the Starksboro Land Records, such that the end result is a single parcel of land consisting of approximately 103 acres, more or less.



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**TO HAVE AND TO HOLD** all of said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, joint tenants with rights of survivorship, and their heirs and assigns, to their own use and behoof forever;

And we, the said Grantors, JOHN H. DICKASON and CHERRIE NAMY, for ourselves and our heirs and assigns, do covenant with the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid.

And we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

\_\_\_\_\_  
JOHN H. DICKASON L.S.

\_\_\_\_\_  
CHERRIE NAMY L.S.

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1/27/26

STATE OF VERMONT  
COUNTY OF ADDISON, SS.

At Middlebury this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026, JOHN H. DICKASON and CHERRIE NAMY personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

*My Commission Expires: 1/31/2027*

{seal}

Town of  
Starksboro  
Received  
1/27/26

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS That,** KEVIN HARPER and JULIE A. HERR, husband and wife, both of Starksboro in the County of Addison and State of Vermont, Grantors, in the consideration of TEN (\$10.00) OR MORE DOLLARS paid to our full satisfaction by EUGENE VANSTEAMBURG and KRISTI BEDARD, both of Starksboro in the County of Addison and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns forever, certain lands in the Town of Starksboro in the County of Addison and State of Vermont, described as follows, viz:

Being a parcel of land consisting of 83 acres, more or less, shown and depicted on a Survey Plat entitled "Subdivision Plat of Lands Belonging to Kevin Harper & Julie A. Herr 83± Acre Lot off of Frank Orvis Road Town of Starksboro Addison County, Vermont" prepared 19 November 2025 by Donald A. Johnston, VT LS #686, and being more particularly described as follows:

Commencing at a point marked by a metal pipe found 6" above grade, said point being a point in a southwesterly corner of the lands and premises conveyed, and the point in the northerly line of lands now or formerly of Dickason & Namy and a southeasterly corner of lands now or formerly of Bent & Bent; thence

N 00° 52' 32" W 416.9 feet to a point marked by a metal pipe found 6" above grade; thence

N 24° 11' 19" E 152.7 feet to a point marked by a metal pipe found 6" above grade; thence

S 63° 43' 59" E 254.8 feet along barbwire fence remains to a point marked by a ¾" metal pipe found 10" above grade; thence

N 04° 36' 02" E 290.0 feet along barbwire fence remains to a point marked by a metal pipe found 2" above grade; thence

N 63° 34' 53" E 537.1 feet to a point marked by a metal pipe found 2" above grade, said point being a point in a southeasterly corner of lands now or formerly of Gaffney & Aiguier, and a southwesterly corner of lands now or formerly of Blomfield; thence

N 81° 49' 48" E 509.0 feet to a point marked by a metal pipe found 6" above grade; thence continuing

N 81° 49' 48" E 546.9 feet to a point marked by a metal pipe found 6" above grade; thence continuing

N 81° 49' 48" E 25 feet, more or less, to the centerline of a brook; thence

146 feet along the centerline of said brook in a generally northeasterly direction to the intersection of the brook and Baldwin Creek, so-called, said point being not monumented; thence

In a generally easterly manner 1,343 feet, more or less, along the centerline of Baldwin Creek, so-called, to a point not monumented; said point being N 06° 13' 14" W 150 feet, more or less, from a point marked by a 5/8" rebar found 12" above grade at the top of the steep bank; thence

S 06° 13' 14" E 150 feet, more or less, to a point marked by a 5/8" rebar found 12" above grade at the top of a steep bank; thence continuing

S 06° 13' 14" E 436.2 feet, more or less, to a point marked by a 5/8" rebar found 12" above grade, said point being a point in the westerly line of lands now or formerly of Castanguay; thence

S 07° 30' 16" W 998.2 feet along barbwire fence remains to a point marked by a 5/8" rebar found 10" above grade; thence

N 83° 07' 54" W 797.8 feet to a point marked by a large cherry tree, said point being a point in a northeasterly corner of lands and premises being retained by Harper & Herr, and a point in the northwesterly corner of lands now or formerly of Mosenthal; thence

N 82° 11' 26" W 1,716.2 feet to a point marked by a 3/4" metal pipe found 18" above grade, said point being a point in the northwesterly corner of lands and premises being retained by Harper & Herr, and a point in the northeasterly corner of lands now or formerly of Anderson & Allen; thence

N 83° 23' 08" W 469.3 feet to a point marked by a 5/8" metal pipe found 7" above grade; thence

N 82° 33' 37" W 73.4 feet to the point or place of beginning.

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Consisting of 83 acres, more or less.

Notice of Permit Requirement

In order to comply with applicable state rules concerning potable water supplies and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for a potable water supply or wastewater system and therefore this lot may not be able to be improved.

The herein described and conveyed lands and premises are subject to State of Vermont Wastewater System and Potable Water Supply Permit No. WW-9-0724 dated April 1, 2005 and recorded in Volume 81, Page 190; and Permit No. WW-9-0724-Corrected dated May 25, 2005 and recorded in Book 81, Page 509 of the Starksboro Land Records.

The herein described and conveyed lands and premises are benefited by a non-exclusive easement and right of way, 50 feet in width, for ingress to and egress from said parcel to be used exclusively for timber management purposes as described in more detail in two separate Warranty Deeds of Kevin Harper and Julie A. Herr to Christiania Bloomfield dated May 27, 2005 and recorded in Book 81, Page 486, and to Holly Weir dated June 16, 2005 and recorded in Book 81, Page 578, both of the Starksboro Land Records.

The lands and premises herein described and conveyed are a portion only of all and the same lands and premises that were conveyed to Kevin Harper and Julie A. Herr by Warranty Deed of Doris Y. Cousineau dated July 2, 2004 and recorded in Book 79, Page 35 of the Starksboro Land Records.

SUBJECT TO an obligation imposed by the Town of Starksboro Development Review Board in its Notice of Findings and Decision in re Kevin Harper and Julie Herr – Final Plat Application No. 09-175-SD/FPH, major two-lot subdivision of Parcel No. G382N.4 that a 20 acre portion of the lands and premises conveyed hereby be “set aside” and subject to “no build” restrictions. Grantees, by their acceptance of this Deed, agree that no structures which would require the issuance of a zoning permit from the Town of Starksboro shall be constructed within the “set aside” area shown and depicted on the aforementioned survey plat without first obtaining approval from the Town of Starksboro with specific reference to this requirement. Any proposed development, including the buildings or structures located within the “set aside” boundaries must be approved by the Town of Starksboro Development Review Board in accordance with said permit.

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The title to this parcel is intended to be merged with additional lands and premises being conveyed to Eugene Vansteamburg and Kristi Bedard by John H. Dickason and Cherrie Namy, by deed of near or even date herewith and to be recorded herewith in the Starksboro Land Records, along with lands and premises owned by Eugene Vansteamburg and Kristi Bedard conveyed to them by Warranty Deed recorded at Book 110, Page 62 of the Starksboro Land Records, such that the end result is a single parcel of land consisting of approximately 103 acres, more or less.

Subject to and benefited by Town of Starksboro Subdivision Approval Permit No. \_\_\_\_\_

**TO HAVE AND TO HOLD** all of said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, joint tenants with rights of survivorship, and their heirs and assigns, to their own use and behoof forever;

And we, the said Grantors, KEVIN HARPER and JULIE A. HERR, for ourselves and our heirs and assigns, do covenant with the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns, that until the ensealing of these presents I am the sole owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid.

And we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

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1/27/26

EXHIBIT K

**IN WITNESS WHEREOF**, we hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D. 2026.

\_\_\_\_\_  
KEVIN HARPER L.S.

\_\_\_\_\_  
JULIE A. HERR L.S.

STATE OF VERMONT  
COUNTY OF ADDISON, SS.

At Middlebury this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026, KEVIN HARPER and  
JULIE A. HERR personally appeared, and they acknowledged this instrument, by them  
sealed and subscribed, to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

*My Commission Expires: 1/31/2027*

{seal}

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EXHIBIT L

**WARRANTY DEED**

**KNOW ALL PERSONS BY THESE PRESENTS That,** EUGENE VANSTEAMBURG and KRISTI BEDARD, both of Starksboro in the County of Addison and State of Vermont, Grantors, in the consideration of TEN (\$10.00) OR MORE DOLLARS paid to our full satisfaction by EUGENE VANSTEAMBURG and KRISTI BEDARD, both of Starksboro in the County of Addison and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns forever, certain lands in the Town of Starksboro in the County of Addison and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Grantors by the following three (3) deeds:

1. Executor's Deed from Reva Cousino, Executrix of the Estate of Lovina O. Baslow to Eugene VanSteamburg and Kristi Bedard dated March 16, 2015 and recorded in Book 110, Page 62 of the Starksboro Land Records.
2. Warranty Deed from John H. Dickason and Cherrie Namy to Eugene VanSteamburg and Kristi Bedard dated of near or even date herewith and to be recorded prior hereto in the Town of Starksboro Land Records; and,
3. Warranty Deed of Kevin Harper and Julie A. Herr to Eugene VanSteamburg and Kristi Bedard dated of near or even date herewith and to be recorded prior hereto in the Town of Starksboro Land Records.

Said lands and premises are herein merged into one parcel consisting of 103 acres, be the same, more or less.

**TO HAVE AND TO HOLD** all of said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, joint tenants with rights of survivorship, and their heirs and assigns, to their own use and behoof forever;



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And we, the said Grantors, EUGENE VANSTEAMBURG and KRISTI BEDARD, for ourselves and our heirs and assigns, do covenant with the said Grantees, EUGENE VANSTEAMBURG and KRISTI BEDARD, and their heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid.

And we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

\_\_\_\_\_  
EUGENE VANSTEAMBURG L.S.

\_\_\_\_\_  
KRISTI BEDARD L.S.

STATE OF VERMONT  
COUNTY OF ADDISON, SS.

At Middlebury this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026, EUGENE VANSTEAMBURG and KRISTI BEDARD personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

*My Commission Expires: 1/31/2027*

{seal}

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### CONTRACT FOR DEED

THIS DAY this contract is entered into by and between

PURCHASER: Eugene Vansteamburg  
Kristi Bedard  
61 Frank Orvis Road  
Bristol, VT 05443

(hereinafter collectively "Purchaser").

SELLER: Kevin Harper  
Julie A. Herr  
579 Frank Orvis Road  
Bristol, VT 05443 (Physical: Starksboro)

(hereinafter collectively "Seller").

### SALE OF PROPERTY

For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser the following property situated in the Town of Starksboro, County of Addison, and State of Vermont, said property being more particularly described as:

*Being an 83-acre, more or less, parcel of unimproved land (the "Property") depicted as "83+/- ACRES BOOK 79 PAGE 35 COUSINO TO HARPER/HERR" on a survey entitled "SURVEY PLAT OF LANDS BELONGING TO KEVIN HARPER & JULIE A. HERR, BOOK 79 PAGE 35 FRANK ORVIS ROAD, TOWN OF STARKSBORO, ADDISON COUNTY, VERMONT" dated June 28, 2023, prepared by Donald A. Johnston and to be recorded in the Town of Starksboro Land Records.*

### PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$228,250.00. The Purchaser does hereby agree to pay to the order of the Seller the sum of \$25,000.00 upon execution of this contract, with the balance of \$203,250.00 being due and payable in four equal annual installments of \$50,812.50 with the first installment due on or before September 1, 2024 and the remaining three (3) installments due on or before September 1 of the following three (3) years.

### Time of the Essence

Time is of the essence in the performance of each and every term and provision in this contract by Purchaser.

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### Possession of Property

Purchaser shall take possession of the property upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted. In the event of a termination of this contract, Purchaser shall have six (6) months from such termination to remove all maple sugaring infrastructure and if not timely removed, title to said infrastructure shall vest in Seller. Seller reserves the right to inspect the property at any time with or without notice to Purchaser.

Seller is currently in the process of having the property logged in accordance with the current Forest Management Plan. Purchaser acknowledges the logging activity and agrees that all revenues received from the current logging activity shall be paid solely to Seller. If the logging continues after the execution of this contract, Purchaser shall allow Seller and Seller's agents (forester, loggers, etc.) access to the property to complete the logging.

### Taxes, Insurance and Assessments

**Taxes and Assessments:** During the term of this contract Purchaser shall pay all taxes and assessments levied against the property.

**Content Insurance:** Purchaser shall be solely responsible for obtaining insurance on the property and equipment.

**Liability and Hazard Insurance:** Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$1,000,000.00.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or maintain the required insurance, Seller may pay the same and the amounts thus expended shall be a lien on said property and may be added to the balance then unpaid or collected by Seller.

### Default

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fifteen (15) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the fifteen (15) day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

(a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or

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(b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of Vermont.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects Section (a) of this Paragraph, Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages. Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this contract, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

#### **Deed and Evidence of Title**

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year. Purchaser acknowledges that the property will be conveyed subject to Vermont's so-called Current Use Program. Purchaser shall continue enrollment in the Program or otherwise be responsible for any resulting Land Use Change Tax. A copy of the deed to be delivered upon total payment of the purchase price is attached hereto as Exhibit 1.

#### **Notices**

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

Seller:

Kevin Harper  
Julie A. Herr  
579 Frank Orvis Road  
Bristol, VT 05443

Purchaser:

Eugene Vansteamburg  
Kristi Bedard  
61 Frank Orvis Road  
Bristol, VT 05443

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and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

#### **Assignment or Sale**

Neither party shall sell, assign, transfer or convey any interest in the subject property or this contract without first securing the written consent of the other party.

#### **Prepayment**

Purchaser has the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

#### **Attorney's Fees**

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorney's fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney's fees shall be payable prior to Purchaser being deemed to have corrected any such default.

#### **Late Payment Charges**

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of five (5%) percent of the late installment. Such charge shall be paid to Seller at the time of payment of the past due installment.

#### **Entire Agreement**

This contract embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this contract.

#### **Amendment – Waivers**

This contract shall not be modified or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract or under any other documents furnished in connection with or pursuant to this contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

#### **Severability**

If any one or more of the provisions contained in this contract shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event

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one or more provisions of this contract are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this contract shall be interpreted by a Court in favor of survival of all remaining provisions.

### **Headings**

Section headings contained in this contract are inserted for convenience of reference only, shall not be deemed to be a part of this contract for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

### **Joint and Several Liability**

All Purchasers, if more than one, covenant and agree that their obligations and liability shall be joint and several.

### **Purchaser's Right to Reinstate After Acceleration**

If Purchaser defaults and the remaining balance due to Seller is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Vermont, provided that Purchaser: (a) pays Seller all sums which then would be due under this contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this contract, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the property and rights under this contract. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Contract for Deed and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

### **Heirs and Assigns**

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 12 day of August, 2023.

  
**Eugene Vansteamburg**

By: 

Benjamin H. Deppman, his attorney-in-fact  
By Power of Attorney dated 8/3/2023



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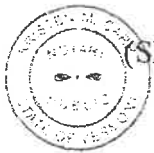
Kristi Bedard

By: [Signature]

Benjamin H. Deppman, her attorney-in-fact  
By Power of Attorney dated 8/5/2023

STATE OF VERMONT  
ADDISON COUNTY, SS.

At Middlebury, in said County, this 9<sup>th</sup> day of August, 2023, personally appeared **Benjamin H. Deppman**, as attorney-in-fact for **Eugene Vansteamburg** and **Kristi Bedard**, who acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of **Eugene Vansteamburg** and **Kristi Bedard**.



Kristen M. Carr  
Notary Public State of Vermont  
Commission  
★ No. 157.0002626 ★  
My Commission Expires  
January 31, 2025

Before me: [Signature]

NOTARY PUBLIC

IN WITNESS WHEREOF, I hereunto set my hand and seal this 9<sup>th</sup> day of August, 2023.

[Signature]  
Kevin Harper

STATE OF VERMONT  
ADDISON COUNTY, SS.

At Bristol, in said County, this 9<sup>th</sup> day of August, 2023, personally appeared **Kevin Harper**, who acknowledged the foregoing instrument, by him sealed and subscribed, to be her free act and deed.

(SEAL)

Before me: [Signature]

NOTARY PUBLIC

Kevin Brennan  
Notary Public State of Vermont  
Commission  
★ No. 157.0016143 ★  
My Commission Expires 1/31/2025

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IN WITNESS WHEREOF, I hereunto set my hand and seal this 4<sup>th</sup> day of August,  
2023.


  
Julie A. Herr

STATE OF VERMONT  
ADDISON COUNTY, SS.

At Community Bank, in said County, this 4<sup>th</sup> day of August, 2023, personally  
appeared **Julie A. Herr**, who acknowledged the foregoing instrument, by her sealed and  
subscribed, to be her free act and deed.

(SEAL)

Before me:

  
NOTARY PUBLIC

Commission No: 157.0015391  
Expiration: 1/31/2025



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### WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that we, **Kevin Harper and Julie A. Herr**, husband and wife, both of Starksboro, Addison County and State of Vermont, Grantors, in the consideration of TEN AND MORE DOLLARS paid to our full satisfaction by **Eugene Vansteamburg and Kristi Bedard**, both of Starksboro, Addison County and State of Vermont, Grantees, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantees, **Eugene Vansteamburg and Kristi Bedard**, as joint tenants with right of survivorship, and their heirs and assigns forever, a certain piece of land in Starksboro, Addison County, and the State of Vermont, described as follows, viz:

A parcel of land containing 83 ± acres, more or less, being depicted as "83± Acres to be Removed from Harper/Herr Lands and Added to Vansteamburg/Bedard Lands" on a survey entitled "Boundary Line Adjustment Plat Between Lands Belonging to Eugene Vansteamburg and Kristi Bedard And Kevin Harper & Julie A. Herr, Frank Orvis Road, Town Of Starksboro, Addison County, Vermont" dated June 21, 2023, prepared by Donald A. Johnston and recorded in Map Slide \_\_\_\_ as Map # \_\_\_\_ of the Town of Starksboro Land Records, (hereinafter the "Survey") and is more particularly depicted on the Survey and described as follows:

Beginning at a point marked by a metal pipe found 6" above ground, said point marking southwesterly corner of the parcel described and conveyed hereby; thence,

Proceeding on a bearing of N 00° 52' 32" W, a distance of 416.9 feet to point marked by a metal pipe found 6" above ground; thence,

Turning slightly to the right and proceeding on a bearing of N 24° 11' 19" E a distance of 152.7 feet to a point marked by a metal pipe found 6" above ground; thence,

Turning to the right and proceeding on a bearing of S 63° 43' 59" E a distance of 254.8 feet to a point marked by a ¾" metal pipe found 10" above ground; thence,

Turning to the left and proceeding on a bearing of N 04° 36' 02" E a distance of 290.0 feet to a point marked by a metal pipe found 2" above ground; thence,

Turning to the right and proceeding on a bearing of N 63° 34' 53" E a distance of 537.1 feet to a point marked by a metal pipe found 2" above ground; thence,

Turning slightly to the right and proceeding on a bearing of N 81° 49' 48" E a distance of 509.0 feet to a point marked by a metal pipe found 6" above ground; thence,

Continuing on a bearing of N 81° 49' 48" E a distance of 546.9 feet to a point marked by a metal pipe found 6" above ground; thence,

Continuing on a bearing of N 81° 49' 48" E a distance of 25 feet to a point in the center of Brook; thence,

Turning to the left and proceeding 146± feet along centerline of brook to a point marked by the Intersection of Baldwin Creek and Brook; thence,

Proceeding 1343± feet along centerline of Baldwin Creek to point in centerline of Baldwin

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Creek, said point marking the northeasterly corner of the parcel described and conveyed hereby; thence,

Turning to the right and proceeding on a bearing of S 06° 13' 14" E a distance of 150± feet to a point marked by a ¾" rebar found 12" above ground and noted as "Top of Steep Bank"; thence,

Continuing on a bearing of S 06° 13' 14" E a distance of 436.2 feet to a point marked by a ¾" rebar found 12" above ground; thence,

Turning slightly to the right and proceeding on a bearing of S 07° 30' 16" W a distance of 998.2 feet to a point marked by a ¾" rebar found 10" above ground; thence,

Turning to the right and proceeding on a bearing of N 83° 07' 54" W a distance of 797.8 feet to a point marked by a large cherry tree at corner; thence,

Proceeding on a bearing of N 82° 11' 26" W a distance of 1716.2 feet to a point marked by a ¾" metal pipe found 18" above ground; thence,

Proceeding on a bearing of N 83° 23' 08" W a distance of 469.3 feet to a point marked by a ¾" metal pipe found 7" above ground; thence,

Proceeding on a bearing of N 82° 33' 37" W a distance of 73.4 feet to the point or place of beginning.

In the event of any discrepancy between the description and of the 83± acre parcel as set forth above and the Survey, the Survey shall govern.

The herein described and conveyed lands and premises are subject to a State of Vermont Wastewater System and Potable Water Supply Permit No. WW-9-0724, dated April 1, 2005 and recorded in Volume 81 at Page 190; and, Permit No. WW-9-0724-Corrected, dated May 25, 2005 and recorded in Volume 81 at Page 509, both of the Starksboro Land Records.

The herein described and conveyed lands and premises are benefitted by a non-exclusive easement and right of way, fifty feet in width, for ingress to and egress from said to be used exclusively for timber management purposes as described in more detail in two separate Warranty Deeds of Kevin Harper and Julie A. Herr to Christiana Bloomfield, dated May 27, 2005 and recorded in Volume 81 at Page 486; and, to Holly Weir, dated June 16, 2005 and recorded in Volume 81 at Page 578, both of the Starksboro Land Records.

The land and premises herein described and conveyed are a portion only and all of the remaining lands and premises that were conveyed to Kevin Harper and Julie A. Herr by Warranty Deed of Doris Y. Cousino, dated July 2, 2004 and recorded in Volume 79 at Page 35 of the Starksboro Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

**TO HAVE AND TO HOLD** all said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, **Eugene Vansteamburg** and **Kristi Bedard**, as joint tenants with right of survivorship, their heirs and assigns, to her own use and behoof forever;

And we the said Grantors, **Kevin Harper** and **Julie A. Herr** for ourselves and our heirs and assigns, do covenant with the said Grantees, **Eugene Vansteamburg** and

Brennan Punderson &  
Donahue, PLLC

ATTORNEYS AT LAW

P.O. Box 8  
1317 Davis Road  
Monkton, VT 05469  
P 802-453-8400  
F 802-453-8411

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**Kristi Bedard**, their heirs and assigns, that until the ensealing of these presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**; except as aforesaid.

And we hereby engage to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, I hereunto set our hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2027.

IN PRESENCE OF:

Witness

Kevin Harper

Witness

Julie A. Herr

STATE OF VERMONT  
ADDISON COUNTY, SS

At \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2027, **Kevin Harper** and **Julie A. Herr** personally appeared and acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

(SEAL)

Before me: \_\_\_\_\_  
Notary Public

Brennan Punderson &  
Donahue, PLLC

ATTORNEYS AT LAW

P.O. Box 8  
1317 Davis Road  
Menomon, VT 05469  
P 802 453-8400  
F 802 453-6411

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EXHIBIT M

VERMONT STATUTORY SHORT FORM POWER OF ATTORNEY FOR  
REAL ESTATE TRANSACTIONS PURSUANT TO 14 V.S.A. §4052

This power of attorney authorizes another person (your agent) to take actions for you (the principal) in connection with a real estate transaction (sale, purchase, mortgage, or gift). Your agent will be able to make decisions and act with respect to a specific parcel of land whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Vermont Uniform Power of Attorney Act, 14 V.S.A. chapter 127.

DESIGNATION OF AGENT

We EUGENE VAN STEAMBURG and KRISTI BEDARD appoint the following person as our agent:

Name of Agent: BENJAMIN H. DEPPMAN

Name of Alternate Agent: LESLEY B. DEPPMAN

Address/Location of Property that is the subject of this power of attorney: *Being an 83-acre, more or less, parcel of unimproved land (the "Property") depicted as "83+/- ACRES BOOK 79 PAGE 35 COUSINO TO HARPER/HERR" on a survey entitled "SURVEY PLAT OF LANDS BELONGING TO KEVIN HARPER & JULIE A. HERR, BOOK 79 PAGE 35 FRANK ORVIS ROAD, TOWN OF STARKSBORO, ADDISON COUNTY, VERMONT" dated June 28, 2023, prepared by Donald A. Johnston.*

Transaction for which the power of attorney is given:

☒ Purchase or Acquisition

GRANT OF AUTHORITY

We grant our agent and any alternate agent authority named in this power of attorney to act for me/us with respect to a real estate transaction involving the property with the address/location stated above, including, but not limited to, the powers described in 14 V.S.A. § 4034(2), (3), and (4) as provided in the Vermont Uniform Power of Attorney Act, 14 V.S.A. chapter 127.

POWER TO DELEGATE

☐ If this box is checked, each agent appointed in this power of attorney may delegate the authority to act to another person. Any delegation shall be in writing and executed in the same manner as this power of attorney.

TERM

This power of attorney commences when fully executed and continues until the real estate transaction for which it was given is complete.

SELF DEALING

☐ If this box is checked, the agent named in this power of attorney may convey the subject real estate with or without consideration to the agent, individually, in trust, or to one or more persons with the agent.

CHOICE OF LAW

This power of attorney and the effect hereof shall be determined by the application of Vermont law and the Vermont Uniform Power of Attorney Act.

SIGNATURE AND ACKNOWLEDGMENT

The Principal(s) execute this instrument this 3<sup>rd</sup> day of August, 2023.

Principal



Printed Name: EUGENE VANSTEAMBURG

Principal



Printed Name: KRISTI BEDARD

State of VERMONT  
County of ADDISON

This document was acknowledged before me on August 3, 2023 by EUGENE VANSTEAMBURG and KRISTI BEDARD.



Claire Elizabeth Dykstra  
Notary Public State of Vermont  
Commission  
★ No. 157.0000046 ★  
My Commission Expires  
January 31, 2025



Signature of Notary and witness  
My commission expires 1/31/2025