

Town of Georgia Roadway Agreement and Waiver

AGREEMENT by and between Brian Dunsmore and Heather Dunsmore hereinafter referred to as "Owner" and the Town of Georgia, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, Owner has received final Site Plan and Conditional Use approval from the Municipality's Development Review Board for the construction and development of nine (9) residential units in a development to be known as Dunsmore Senior Housing Development as depicted on a final plan (mylar) entitled "Brian and Heather Dunsmore Proposed Senior Housing Development, 6068 Ethan Allen HWY, Georgia, VT, Detailed Site Plan" dated October 22, 2024, last revised May 20, 2025 prepared by Pinnacle Engineering, PLC and recorded at Map Slide _____ in the Land Records of the Town of Georgia,; and

WHEREAS, the subdivision will be serviced by a private roadway as depicted on the final plat; and

WHEREAS, by Notice of Decision on Site Plan Review (SP-005-24) & Conditional Use (CU-003-24) dated December 17, 2024 the Municipality's Development Review Board has approved the final application with said private roadway subject to certain conditions; and

WHEREAS, the parties desire to record a confirmation of said conditions to the effect that by granting said approval and otherwise authorizing said project, the Municipality has not assumed, but rather has specifically disavowed any intention or obligation to plow, repair or otherwise maintain said roadway or to accept the same as a public street.

NOW THEREFORE, in consideration of the final approval of the Municipality's Development Review Board and other good and valuable consideration, it is covenanted and agreed as follows:

1. The Owner will not apply to the Municipality to have said roadway accepted as a public street.
2. The Owner waives any rights it may have or claim by virtue of the Municipality's approval of said roadway to request the Municipality to accept the same as a public street.
3. The Owner will not in the future change the location of said roadway nor extend said roadway without the prior approval of the Municipality's Development Review Board, nor shall it permit said roadway to serve more than nine (9) dwelling units without prior approval of the Municipality's Development Review Board.
4. The Owner, for itself and its successors and assigns, hereby waives any rights it may now have or may hereafter acquire to seek plowing, repair or maintenance from the Municipality with regard to said roadway.

5. The Owner, and its successors and assigns, shall plow, repair and maintain said roadway at its own expense and keep the same in good order and repair.

6. Nothing contained in this Agreement shall be construed as obligating the Owner to dedicate said roadway as a public street, and, similarly, nothing contained in this Agreement shall be construed as obligating the Municipality to accept any such proffered dedication.

7. This Agreement may only be amended or revoked upon written consent and approval by the Municipality.

8. This Agreement shall not only be binding upon the parties hereto, but also upon their respective successors and assigns.

Dated this ____ day of _____, 2025.

IN THE PRESENCE OF:

Town of Georgia

Owner

Brian Dunsmore

Heather Dunsmore

STATE OF VERMONT

FRANKLIN COUNTY, SS.

Signed or attested before me on _____ by _____

Date _____, 2025, (Name of individual)

Before me,

Notary Public

My Commission Expires:

