



GEORGIA VERMONT

ROADWAY AGREEMENT AND WAIVER

AGREEMENT by and between Sandy Birch, LLC, hereinafter referred to as "Owner" and the Town of Georgia, VT hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, Owner has received final subdivision approval from the Municipality's Development Review Board for the construction and development of six (6) residential units in a development to be known as Willow Way as depicted on a final plat plan entitled "Sandy Birch Road, LLC - Phase II" dated MARCH 14, 2024, prepared by Brad M. Ruderman & Associates, Inc. and recorded in Volume ____ at Page ____ of the Town of Georgia Land Records; and

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

WHEREAS, by decision dated August 6, 2024, the Municipality has approved the final subdivision 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 six (6) dwelling units / lots 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 10 day of October, 2024.

IN THE PRESENCE OF:

Tim Reed

Owner

Tim Reed

Printed Name:

Printed Name:

STATE OF VERMONT
FRANKLIN COUNTY, SS.

At Georgia, Vermont, this 10 day of October 2024.

Tim Reed (Print Name), personally appeared, and he/she acknowledged this instrument, by him/her signed and sealed to be his/her free act and deed [(Use if Owner is a company or trust)] and free act and deed of _____.

Before me, Cheryl Lehouneau
Notary Public
My Commission Expires: 1.31.2025
My Commission #: 157.0002205

Dated this ____ day of _____, 2024.

TOWN OF GEORGIA

By: _____
_____ (print name)
_____ (position - Town Admin, Selectboard Chair)
and Duly Authorized Agent

STATE OF VERMONT
FRANKLIN COUNTY, ss.

At _____, Vermont, this ____ day of _____, 2024, _____ (print name), _____ (position) and duly authorized agent of the Town of Georgia, personally appeared and he/she acknowledged this instrument by him/her/they signed and sealed, to be his/her/their free act and deed and the free act and deed of the Town of Georgia.

Before me, _____
Notary Public
My Commission Expires: _____
My Commission #: _____