

ROADWAY AGREEMENT AND WAIVER

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

W I T N E S S E T H:

WHEREAS, Owner has received final subdivision approval from the Municipality's Development Review Board for the construction and development of five (5) residential units in a development to be known as "Leo's Lane Subdivision" as depicted on a final plat plan entitled "6 Lot Subdivision Plat Lands of Simone C. Martin, Volume 234, Page 275, Map Slide 34, Map 483 Parcel I.D. 117040200 1871 Oakland Station Road, Georgia, Vermont," prepared by Leonard H. Amblo, Licensed Surveyor of Button Professional Land Surveyors, P.C. plat dated 01/05/2022; last revised 11/13/23 recorded in Map Slide \_\_\_\_ of the Town of Georgia Land Records (the "Plat"); and

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

WHEREAS, by decision dated December 19, 2023, 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 five (5) 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 \_\_\_\_\_, 2024.

IN THE PRESENCE OF: OAKLAND, LLC

\_\_\_\_\_  
Witness  
Printed Name:

\_\_\_\_\_  
By: Jacob Smith  
Its duly authorized agent

STATE OF VERMONT  
FRANKLIN COUNTY, SS.

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2024, personally appeared Jacob Smith and acknowledged this instrument by him signed and sealed to be his free act and deed and the free act and deed of Oakland, LLC.

[Stamp] Before me,

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

Dated this \_\_\_ day of \_\_\_\_\_, 2024

IN THE PRESENCE OF: TOWN OF GEORGIA

\_\_\_\_\_  
Witness  
Printed Name:

\_\_\_\_\_  
By:  
Its Duly Authorized Agent

STATE OF VERMONT  
COUNTY, SS.

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2024, personally appeared \_\_\_\_\_, duly authorized agent of the Town of Georgia, and 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.

[Stamp] Before me,

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