

PRIVATE ROAD WAIVER

AGREEMENT AND WAIVER AGREEMENT by and between

(Record Owner)

hereinafter referred to as "Owner" and the TOWN OF WILLISTON, hereinafter referred as "Municipality".

W I T N E S S E T H:

WHEREAS, Developer has received final subdivision approval from the

Municipality's Planning Commission for the construction and development of _____
(#)

residential units in a development to be known as _____,

as depicted on a final plan entitled " _____ ",

dated _____, prepared by _____; and

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

WHEREAS, the Municipality has approved the final subdivision application with said private roadway or roadways 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 roadways or to accept the same as public streets.

NOW, THEREFORE, in consideration of the final approval of the Municipality's Planning Commission 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 or roadways accepted as a public street without first complying with all applicable construction requirements and specifications set forth in the then existing zoning regulations, subdivisions regulations or other applicable ordinances and by-laws of the Municipality, the expense of complying with said requirements and specifications to be borne solely by the Owner, and its heirs, successors or assigns.
2. The Owner waives any rights it may have or claim by virtue of the Municipality's approval of said roadway or roadways to request the Municipality to accept the same as public streets.
3. The Owner will not in the future change the location of said roadway or roadways nor extend said roadway or roadways without the prior approval of the Municipality's Planning Commission, nor shall it permit said roadway or roadways to

service more than _____ (#)dwelling units without prior approval of the Municipality's Planning Commission.

4. The Owner, for itself and it heirs, successors and assigns, hereby waives any rights it, or any of them, now have or may hereafter acquire to seek plowing, repair or maintenance from the Municipality with regard to said roadway or roadways.

5. The Owner, and its heirs, successors and assigns, shall plow, repair and maintain said roadways or roadway at their 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 roadways or 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 shall not only be binding upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

Dated this _____ day of _____ 20____.

IN THE PRESENCE OF:

(Owner)

TOWN OF WILLISTON

By: _____
Its Town Manager and Duly
Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, as.

At _____, this ____ day of _____, 20__ personally appeared _____, and he acknowledged this instrument by him signed and sealed to be his free act and deed.

Before me, _____
Notary Public

STATE OF VERMONT
CHITTENDEN COUNTY, as.

At Williston, this ____ day _____, 20__, personally appeared _____, Town Manager and duly authorized agent of the Town of Williston, and he acknowledged this instrument by him signed and sealed to be his free act and deed, and the free act and deed of the Town of Williston,

Before me, _____
Notary Public