

GEORGIA MUNICIPAL OFFICES

Office of the Selectboard
47 Town Common Road North
St. Albans, VT 05478
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The Georgia Selectboard, at its meeting on _____, approved the use of the Class 4 Road (T.H. # _____) known as _____ for residential access in accordance with the Planning Commission's Notice of Decision in the matter of PC- _____, dated _____, 2008 3-Lot Minor Subdivision of _____ ("Permittee"). This approval is subject to Permittee's compliance with the following limitations and conditions:

1. The use of this road for access purposes is non-exclusive, i.e. you may not prevent others from using the road.
2. The Town shall incur no obligation to improve or upgrade this road, or for summer or winter maintenance beyond that normally provided for a Class 4 Road. It is the Town's policy to provide no maintenance to Class 4 roads. Permittee should review the school transportation policy, as the Town does not maintain Class IV roads in a manner that facilitates bussing.
3. Permittee shall bear sole responsibility for upgrading this road to Town specifications, as approved by the Selectboard. The road shall be inspected and approved by the Selectboard, which shall determine if Town requirements have been met.
4. Permittee, by acceptance of this agreement, waives any right to petition the Town to upgrade the Road to Class 3 or to request summer and winter maintenance for the road. Permittee instead acknowledges and agrees that it shall be responsible for maintenance and repairs necessary to allow use of the road by Permittee for its intended purpose.
5. In the event that the Town discontinues this Road, it agrees to convey sufficient right of way for Permittee to continue the use of the road as a private driveway.
6. By acceptance of this agreement Permittee understands that future proposals for land development may require that the road be brought up to Town Road standards or such standards as the Selectboard may have in effect, and at the sole expense of Permittee.
7. The Town will make all reasonable attempts to respond to emergency situations (i.e. fire, rescue, etc.) on Permittee's property. However, Permittee shall bear sole responsibility and shall indemnify the Town of Georgia against any damage or loss resulting from the inability of emergency personnel to access the property.
8. Permittee shall notify the Town in writing and shall obtain such permits as may be required for any planned work proposed to the road or within the road right of way, such as graveling, grading, ditching, tree and brush removal, utility line placement, etc.
9. Any change in use of Permittee's property may require additional approvals, permits or agreements from the Selectboard.

10. As the current owner of Lots 2 and 3, Permittee further agrees that it and future owners of said lots, or lots subdivided from such lots, shall be obligated to share the cost of performing any necessary maintenance, repair and upgrade of the road to enable use of the road for its intended purpose on a proportional basis in accordance with Hubbard v. Bolieau, 144 Vt. 373 (1984).

11. Permittee shall include the following statement in any deed conveying any interest in Lots 2 and 3 or portions thereof:

The property hereby conveyed is subject to an approval of the Town of Georgia Selectboard, dated _____, and recorded in volume _____ at page _____ of the Town of Georgia Land Records. Said approval contains limitations and conditions concerning the use of the Class 4 Road (T.H. # _____) known as Horseshoe Barn Road.

12. This approval shall be recorded in the Town of Georgia Land Records and shall be binding on Permittee and Permittee's successors in interest to Lots 2 and 3.

Signed:

Kirk Waite, Chair	_____	____/____/____
Deb Woodward	_____	____/____/____
Eric Nye	_____	____/____/____
Tara Wright	_____	____/____/____
Paul Jansen	_____	____/____/____

Landowner: _____
