

AGENDA ITEM SUMMARY
September 25, 2024

Agenda Item A-8

Consecutive Water System Agreements: Mountain Road (2438) Townhomes, LLC

Summary: Enclosed please find the Final Draft of a Consecutive Water System and Sewer System Agreements for review and possible acceptance associated with the installation of a new private 4” water service (domestic only, no fire protection systems) for the new 9-unit residential PUD at 2438 Mountain Road, (allowable in Upper Mountain Road Zoning District because PUD).

Town Plan Impact:

Water System Policies:

2. *The municipal water system will be operated and expanded as appropriate, in a manner that reinforces the land use, economic development, housing and natural resource protection goals and policies of the plan.*
3. *The beneficiary of water line expansions should pay for the cost (e.g. developer, property owner(s)).*

Fiscal Impact: N/A

Recommendation: Move to approve the Consecutive Water and Sewer System Agreements for the development at 2438 Mountain Road and authorize the Town Manager to sign on behalf of the Town.

CONSECUTIVE SEWER SYSTEM AGREEMENT

This **CONSECUTIVE SEWER SYSTEM AGREEMENT** (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between MOUNTAIN ROAD TOWNHOMES, LLC, owner and declarant of the Mountain Road Townhomes, a Common Interest Ownership entity with its principal place of business in the Town of Stowe, Lamoille County, Vermont (“Owner”), and the TOWN OF STOWE, a Vermont municipality located in Lamoille County, Vermont (“Town”).

RECITALS

WHEREAS, Owner is the owner in fee simple of a certain real property comprised of approximately 3.7 acres located at 2438 Mountain Road in the Town of Stowe, acquired by Warranty Deed of 2438 Mountain Road, LLC, dated July 9, 2024 and recorded in Book 1229, Pages 306 of the Stowe Land Records (the “Property”); and

WHEREAS, on November 21, 2023, the Town of Stowe Development Review Board (“DRB”) granted Planned Residential Development approval for Project 7271 as depicted on a survey plat entitled “Proposed 9-Unit Planned Residential Development, Lands of 2438 Mountain Road, LLC,” prepared by Button Land Surveyors, dated May 7, 2024 and recorded in Map Book 24, Pages 138 and 139 (Slides 1293B and 1293C) of the Stowe Land Records; and

WHEREAS, DRB application materials include a plan entitled "Site Plan Platt Development Group 2438 Mountain Road Stowe, Vermont", prepared by Mumley Engineering, Inc., dated November 22, 2022 and revised thru February 8, 2023 on file in the Stowe Zoning Office, (the “Plan”); and

WHEREAS, the Owner proposes to install a private Sewer collection system as depicted on the Plan (the “PRIVATE SEWER SYSTEM”), which will be connected and discharge to the Town’s public sewer system (the “TOWN SEWER SYSTEM”); and

WHEREAS, the DRB’s approval is conditioned in part on “Final Plans, Details and Technical Specifications for the proposed Sewer and Sewer Connections shall be approved by the Stowe Public Works Department; and

WHEREAS, prior to a Sewer Connection Permit, the Town requires a written agreement between the parties establishing all rights and responsibilities regarding the ownership, easement, operational control, maintenance, repair and replacement responsibilities of the PRIVATE SEWER SYSTEM connected and discharging to the TOWN SEWER SYSTEM.

NOW, THEREFORE, based on the above stated premises and other good and valuable consideration, the parties hereto agree as follows:

1. Confirmation. The parties hereby confirm that the statements and facts set forth as Recitals hereinbefore are true and correct, in reliance upon which the parties are entering into this Agreement.
2. Duties and Responsibilities of the Town: The Town shall have operational control of the PRIVATE SEWER SYSTEM as a consecutive sewer system to the TOWN SEWER SYSTEM. The Town shall have the following specific duties and responsibilities hereunder:
 - 2.1 Exercise general supervision and operational control over all maintenance, repairs, replacements, and improvements required to the PRIVATE SEWER SYSTEM.
 - 2.2 Provide general management, administration, and customer service to the customers of the TOWN SEWER SYSTEM connected to the PRIVATE SEWER SYSTEM in accordance with policies, procedures and practices of the Town as now exist and as hereafter amended or adopted.
 - 2.3 If Owner fails to maintain, repair, replace or improve the PRIVATE SEWER SYSTEM as required under Section 3 below, including but not limited to the collection system piping, manholes and appurtenances thereto, but specifically excluding all service laterals that connect each building to the PRIVATE SEWER SYSTEM, the Town shall undertake to make the repairs, replacements or improvements required and shall be reimbursed by the Owner for all cost incurred pursuant to Section 3.5 and 5.2 below.
3. Duties and Responsibilities of Owner: Owner shall remain the owner of the PRIVATE SEWER SYSTEM and shall be responsible to perform and fulfill all duties and responsibilities relating to the PRIVATE SEWER SYSTEM that are not expressly the responsibility the Town as set forth in Section 2 above, including, but not limited to, the following:
 - 3.1 Owner shall construct and commission the PRIVATE SEWER SYSTEM in compliance with all applicable permit requirements, and the rules and regulations of the Stowe Sewer Department.
 - 3.2 Owner shall notify and obtain approval from the Town before commencing any maintenance, repair, replacement, improvement and/or expansion of the PRIVATE SEWER SYSTEM and shall undertake the same under the supervision and operational control of the Town.
 - 3.3 Owner shall maintain, repair, replace, or improve the PRIVATE SEWER SYSTEM, including but not limited to the collection system piping, manholes and appurtenances thereto, as required to maintain compliance with the Vermont Water Pollution Control Permit Regulations (Chapter 13 of the Vermont Environmental Protection Rules) and the Town of Stowe Sewer Ordinance, as the same are amended from time to time, and maintain flow,

protect from damage and prevent extraneous and illicit discharges to the TOWN SEWER SYSTEM thru the PRIVATE SEWER SYSTEM. Owner shall undertake and prosecute such maintenance, repair, replacement, or improvement promptly and diligently upon receiving notice from the Town, or otherwise becoming aware that such work is required.

- 3.4 Owner shall make all payments on any existing or hereafter incurred indebtedness or other financial obligations and pay all expenses incident to the ownership, maintenance, repair, replacement, or improvement of the PRIVATE SEWER SYSTEM.
- 3.5 Owner shall reimburse the Town for all costs and expenses reasonably incurred by the Town in accordance with Section 2.9 above within thirty (30) days after the Town invoices Owner for such cost and expenses.
- 3.6 Owner shall obtain all required federal, state and municipal permits prior to making or allowing any connection, alteration, or expansion of or to the PRIVATE SEWER SYSTEM.

4. Rights for Operations, Maintenance, Repair, Replacement, and Improvements:

- 4.1 Owner hereby grants to Town rights of access to the PRIVATE SEWER SYSTEM as may be reasonably necessary for the operations, maintenance, repair, replacement, and improvements of the PRIVATE SEWER SYSTEM.
- 4.2 The Town and its agents shall have the right to enter upon any land or property on which the PRIVATE SEWER SYSTEM is located, with or without prior notice to Owner, for the purpose of operation, inspection, testing, maintenance, repair, replacement, or improvement of the PRIVATE SEWER SYSTEM.
- 4.3. If Owner has failed to perform its repair, replacement, or improvement obligations or, if there is an emergency that requires an immediate response, the Town shall have the right, with or without the prior notice or approval of Owner, to take such measures as the Town, in its sole discretion, determines are necessary to maintain flows of the TOWN SEWER SYSTEM or PRIVATE SEWER SYSTEM and to protect the environment from contamination. Owner agrees to indemnify and hold the Town harmless for any costs or expenses reasonably incurred by the Town for actions taken pursuant to this provision that are not within the scope of the Town's duties and responsibilities as provided by Section 2 above.
- 4.4 Any and all future connections or expansion and all repairs, replacements, improvements, modifications, or expansion of, the PRIVATE SEWER SYSTEM by Owner shall require the advance written approval of the Town.

5. Customers, Sewer Rates, Billing and Collections:

- 5.1 All connections to the PRIVATE SEWER SYSTEM shall be customers of the

Stowe Sewer Department and pay Sewer rates, charges and fees established by the Town; comply with all laws, rules, ordinances, and regulations applicable to customers of the Stowe Sewer Department.

- 5.2 If any payments for costs and expenses incurred by the Town under Section 3.5 remain unpaid for more than thirty (30) days after the Town invoices Owner for reimbursement of such costs and expenses, the Town shall be entitled to charge Owner in the same manner and amounts it charges customers of the TOWN SEWER SYSTEM consistent with the Town's policies and procedures.

6. Breach of Agreement.

- 6.1 Should either party to this Agreement commit a breach of the Agreement, the non-breaching party shall provide written notice of the breach to the breaching party. The breaching party shall have thirty (30) days to cure any claimed breach or, in the event that a cure cannot be accomplished within thirty (30) days, to initiate those actions necessary to cure any claimed breach within thirty (30) days and thereafter complete such actions with reasonable promptness.

- 6.2 If a claimed breach is not cured within the times set forth above, the non-breaching party may commence a civil action and may, in such action, request an order compelling the breaching party to cure the breach, as well as any other appropriate relief. In addition, the substantially prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees and other costs of litigation, including expert witness fees.

7. General Provisions:

- 7.1 Recording; Binding Agreement. This Agreement will be recorded by the Town in the Stowe Land Records and shall run with the land and be binding upon Owner and its successors, assigns, and transferees, and references in this Agreement to Owner shall be construed to include its successors, assigns, and transferees. Any assignment, transfer or conveyance of the lands or any rights in the lands of Owner shall specifically reference this Agreement and shall bind the successor, assignee or transferee to faithful performance of this Agreement as a successor or assign of Owner.

- 7.2 Entire Agreement. This Agreement is a complete and entire agreement with respect to the subject matter hereof, and there are no representations, understandings, reliance's, commitments, or agreements other than those set forth or referred to herein. This Agreement may only be amended, modified, or terminated by a written instrument duly executed by the parties.

- 7.3 Counterparts. This Agreement may be executed in any number of duplicate original counterparts, and each such counterpart is to be considered a duplicate

original, each and all of which shall constitute one and the same Agreement.

7.4 Severability. In case any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of the remaining provisions hereof.

7.5 Notices. Any notice required by this Agreement shall be sent by United States first class mail, postage prepaid:

To Owner:

Mountain Road Townhomes, LLC
3520 South Park Drive
Jackson, WY 83001

To the Town:

Town of Stowe
67 Main Street
P.O. Box 730
Stowe, VT 05672

7.6 Choice of Law and Forum; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Any suit, action or proceeding against any party with respect to this Agreement or any judgment entered by any court in respect thereof, may be brought in the courts of the State of Vermont, or in the United States Courts located in the State of Vermont and each party hereby irrevocably submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding.

7.7 No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

7.8 Reviewed by Attorneys. Each party represents and warrants to the other party that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and document executed in connection herewith with, such attorneys and other persons as such party may wish, and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its/his own free will and accord and without threat, duress or other coercion of any kind by any person.

7.9 Waiver of Jury Trial. To the extent allowed by law, the parties hereto waive all rights to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether arising in contract, tort or otherwise between the parties

arising out of, connected with, related or incidental to this agreement or transactions related thereto.

This Agreement is approved and executed by the parties hereto on the dates set forth below.

DATE: MOUNTAIN ROAD TOWNHOMES, LLC

Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY ss.

At Stowe, this __ day of _____ 2024, personally appeared _____ to me personally known, and known to me to be the same persons described in and who executed the foregoing Consecutive Sewer System Agreement, and he acknowledged to me that he executed the same as his free act and deed and the free act and deed of MOUNTAIN ROAD TOWNHOMES, LLC.

Before me,

Notary Public
My Commission Expires: 1/31/25

DATE: TOWN OF STOWE

Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY ss.

At Stowe, this __ day of _____ 2024, personally appeared _____ to me personally known, and known to me to be the same persons described in and who executed the foregoing Consecutive Sewer System Agreement, and he acknowledged to me that he executed the same as his free act and deed and the free act and deed of the Town of Stowe.

Before me,

Notary Public
My Commission Expires: 1/31/25

CONSECUTIVE WATER SYSTEM AGREEMENT

This **CONSECUTIVE WATER SYSTEM AGREEMENT** (“Agreement”) is made this ___ day of _____, 2024 (“Effective Date”), by and between MOUNTAIN ROAD TOWNHOMES, LLC, owner and declarant of the Mountain Road Townhomes, a Common Interest Ownership entity with its principal place of business in the Town of Stowe, Lamoille County, Vermont (“Owner”), and the TOWN OF STOWE, a Vermont municipality located in Lamoille County, Vermont (“Town”).

RECITALS

WHEREAS, Owner is the owner in fee simple of a certain real property comprised of approximately 3.7 acres located at 2438 Mountain Road in the Town of Stowe, acquired by Warranty Deed of 2438 Mountain Road, LLC, dated July 9, 2024 and recorded in Book 1229, Pages 306 of the Stowe Land Records (the “Property”); and

WHEREAS, on November 21, 2023, the Town of Stowe Development Review Board (“DRB”) granted Planned Residential Development approval for Project 7271 as depicted on a survey plat entitled “Proposed 9-Unit Planned Residential Development, Lands of 2438 Mountain Road, LLC,” prepared by Button Land Surveyors, dated May 7, 2024 and recorded in Map Book 24, Pages 138 and 139 (Slides 1293B and 1293C) of the Stowe Land Records; and

WHEREAS, DRB application materials include a plan entitled “Site Plan Platt Development Group 2438 Mountain Road Stowe, Vermont”, prepared by Mumley Engineering, Inc., dated November 22, 2022 and revised thru February 8, 2023 on file in the Stowe Zoning Office, (the “Plan”); and

WHEREAS, the private water distribution system as depicted on the Plan (the “PRIVATE WATER SYSTEM”) will be supplied with potable water from the Town’s public water system (the “TOWN WATER SYSTEM”) through a connection to the TOWN WATER SYSTEM; and

WHEREAS, the DRB’s Planned Residential Development approval is conditioned in part on the parties entering into a consecutive water system agreement; and

NOW, THEREFORE, based on the above stated premises and other good and valuable consideration, the parties hereto agree as follows:

1. Confirmation. The parties hereby confirm that the statements and facts set forth as Recitals hereinbefore are true and correct, in reliance upon which the parties are entering into this Agreement.
2. Duties and Responsibilities of the Town: The Town shall supply water to and have operational control of the PRIVATE WATER SYSTEM as a consecutive water

system to the TOWN WATER SYSTEM. The Town shall have the following specific duties and responsibilities hereunder:

- 2.1 Issue required Public Notices and Consumer Confidence Reports to all customers of the TOWN WATER SYSTEM connected to the PRIVATE WATER SYSTEM;
- 2.2 Include the PRIVATE WATER SYSTEM in the Town's water quality sampling plan and to conduct required monitoring of the TOWN WATER SYSTEM and the PRIVATE WATER SYSTEM as a combined single distribution system;
- 2.3 Supply water to the PRIVATE WATER SYSTEM in compliance with the water quality requirements applicable to a public water supply system, as required by the Vermont Water Supply Rules, as amended from time to time;
- 2.4 Supply an adequate quantity of water to the PRIVATE WATER SYSTEM for the uses approved and flows allocated by the Town;
- 2.5 Conduct periodic flushing and valve exercising of the PRIVATE WATER SYSTEM.
- 2.6 Exercise general supervision and operational control over all repairs, replacements and improvements required to the PRIVATE WATER SYSTEM;
- 2.7 Provide general management, administration and customer service to the customers of the TOWN WATER SYSTEM connected to the PRIVATE WATER SYSTEM in accordance with policies, procedures and practices of the Town as now exist and as hereafter amended or adopted;
- 2.8 Maintain and renew operational permits and operator certifications to operate and maintain the PRIVATE WATER SYSTEM as part of the TOWN WATER SYSTEM in accordance with this Consecutive Water System Agreement; and
- 2.9 If Owner fails to repair, replace or improve the PRIVATE WATER SYSTEM as required under Section 3 below, including but not limited to the distribution piping, valves, hydrants and appurtenances thereto, but specifically excluding all service lines that connect each meter to the PRIVATE WATER SYSTEM, the Town shall undertake to make the repairs, replacements or improvements required and shall be reimbursed by the Owner for all cost incurred pursuant to Section 3.5 and 5.2 below.

3. Duties and Responsibilities of Owner: Owner shall remain the owner of the PRIVATE WATER SYSTEM and shall be responsible to perform and fulfill all duties and responsibilities relating to the PRIVATE WATER SYSTEM that are not expressly the responsibility the Town as set forth in Section 2 above, including, but not limited to, the following:
 - 3.1 Owner shall construct and commission the PRIVATE WATER SYSTEM in compliance with all applicable permit requirements, and the rules and regulations of the Stowe Water Department;
 - 3.2 Owner shall notify and obtain approval from the Town before commencing any repair, replacement, improvement and/or expansion of the PRIVATE WATER SYSTEM and shall undertake the same under the supervision and operational control of the Town;
 - 3.3 Owner shall repair, replace, or improve the PRIVATE WATER SYSTEM, including but not limited to the distribution piping, hydrants, valves and appurtenances thereto, as required to maintain compliance with the Vermont Water Supply Rule (Chapter 21 of the Vermont Environmental Protection Rules) and any other operating standards for public water systems issued by the Vermont Department of Environmental Conservation under 10 V.S.A. Chapter 56, as the same are amended from time to time, and to maintain flow, protect from damage and prevent contamination of the TOWN WATER SYSTEM and/or the PRIVATE WATER SYSTEM. Owner shall undertake and prosecute such repair, replacement, or improvement promptly and diligently upon receiving notice from the Town, or otherwise becoming aware that such work is required;
 - 3.4 Owner shall make all payments on any existing or hereafter incurred indebtedness or other financial obligations and pay all expenses incident to the ownership, repair, replacement, or improvement of the PRIVATE WATER SYSTEM;
 - 3.5 Reimburse the Town for all costs and expenses reasonably incurred by the Town in accordance with Section 2.9 above within thirty (30) days after the Town invoices Owner for such cost and expenses;
 - 3.6 Obtain all required federal, state and municipal permits prior to making or allowing any connection, alteration, or expansion of or to the PRIVATE WATER SYSTEM.

4. Rights for Operations, Maintenance, Repair, Replacement, and Improvements:

- 4.1 Owner hereby grants to Town rights of access to the PRIVATE WATER SYSTEM as may be reasonably necessary for the operations, maintenance, repair, replacement and improvements of the PRIVATE WATER SYSTEM.
- 4.2 The Town and its agents shall have the right to enter upon any land or property on which the PRIVATE WATER SYSTEM is located, with or without prior notice to Owner, for the purpose of operation, inspection, testing, maintenance, repair, replacement, or improvement of the PRIVATE WATER SYSTEM.
- 4.3. If Owner has failed to perform its repair, replacement, or improvement obligations or, if there is an emergency that requires an immediate response, the Town shall have the right, with or without the prior notice or approval of Owner, to take such measures as the Town, in its sole discretion, determines are necessary to maintain flows of the TOWN WATER SYSTEM or PRIVATE WATER SYSTEM and to protect the two systems from damage or contamination. Owner agrees to indemnify and hold the Town harmless for any costs or expenses reasonably incurred by the Town for actions taken pursuant to this provision that are not within the scope of the Town's duties and responsibilities as provided by Section 2 above.
- 4.4 Any and all future connections or expansion and all repairs, replacements, improvements, modifications or expansion of, the PRIVATE WATER SYSTEM by Owner shall require the advance written approval of the Town.

5. Customers, Water Rates, Billing and Collections:

- 5.1 All connections to the PRIVATE WATER SYSTEM shall be customers of the Stowe Water Department and pay water rates, charges and fees established by the Town; comply with all laws, rules, ordinances and regulations applicable to customers of the Stowe Water Department.
- 5.2 If any payments for costs and expenses incurred by the Town under Section 3.5 remain unpaid for more than thirty (30) days after the Town invoices Owner for reimbursement of such costs and expenses, the Town shall be entitled to charge Owner in the same manner and amounts it charges customers of the TOWN WATER SYSTEM consistent with the Town's policies and procedures.

6. Breach of Agreement.

- 6.1 Should either party to this Agreement commit a breach of the Agreement, the non-breaching party shall provide written notice of the breach to the breaching party. The breaching party shall have thirty (30) days to cure any claimed breach or, in the event that a cure cannot be accomplished within thirty (30) days, to initiate those actions necessary to cure any claimed breach within thirty (30) days and thereafter complete such actions with reasonable promptness.
- 6.2 If a claimed breach is not cured within the times set forth above, the non-breaching party may commence a civil action and may, in such action, request an order compelling the breaching party to cure the breach, as well as any other appropriate relief. In addition, the substantially prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees and other costs of litigation, including expert witness fees.

7. General Provisions:

- 7.1 Recording; Binding Agreement. This Agreement will be recorded by the Town in the Stowe Land Records and shall run with the land and be binding upon Owner and its successors, assigns, and transferees, and references in this Agreement to Owner shall be construed to include its successors, assigns, and transferees. Any assignment, transfer or conveyance of the lands or any rights in the lands of Owner shall specifically reference this Agreement and shall bind the successor, assignee or transferee to faithful performance of this Agreement as a successor or assign of Owner.
- 7.2 Entire Agreement. This Agreement is a complete and entire agreement with respect to the subject matter hereof, and there are no representations, understandings, reliances, commitments, or agreements other than those set forth or referred to herein. This Agreement may only be amended, modified, or terminated by a written instrument duly executed by the parties.
- 7.3 Counterparts. This Agreement may be executed in any number of duplicate original counterparts, and each such counterpart is to be considered a duplicate original, each and all of which shall constitute one and the same Agreement.
- 7.4 Severability. In case any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of the remaining provisions hereof.

7.5 Notices. Any notice required by this Agreement shall be sent by United States first class mail, postage prepaid:

To Owner:

Mountain Road Townhomes,
LLC 3520 South Park Drive
Jackon, WY 83001

To the Town:

Town of Stowe
67 Main Street
P.O. Box 730
Stowe, VT 05672

7.6 Choice of Law and Forum; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Any suit, action or proceeding against any party with respect to this Agreement or any judgment entered by any court in respect thereof, may be brought in the courts of the State of Vermont, or in the United States Courts located in the State of Vermont and each party hereby irrevocably submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding.

7.7 No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto shall impair any right, power or remedy which the parties hereto may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies, or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any party hereunder be deemed a waiver of any default or breach subsequently occurring.

7.8 Reviewed by Attorneys. Each party represents and warrants to the other party that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement, (b) has been afforded an opportunity to have this Agreement reviewed by, and to discuss this Agreement and document executed in connection herewith with, such attorneys and other persons as such party may wish, and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its/his own free will and accord and without threat, duress or other coercion of any kind by any person.

7.9 Waiver of Jury Trial. To the extent allowed by law, the parties hereto waive all rights to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether arising in contract, tort or otherwise between the parties arising out of, connected with, related or incidental to this agreement or transactions related thereto.

This Agreement is approved and executed by the parties hereto on the dates set forth below.

DATE: MOUNTAIN ROAD TOWNHOMES, LLC

Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY ss.

At Stowe, this __ day of _____ 2024, personally appeared _____ to me personally known, and known to me to be the same persons described in and who executed the foregoing Consecutive Water System Agreement, and he acknowledged to me that he executed the same as his free act and deed and the free act and deed of MOUNTAIN ROAD TOWNHOMES, LLC _.

Before me,

Notary Public
My Commission Expires: 1/31/25

DATE: TOWN OF STOWE

Duly Authorized Agent

STATE OF VERMONT
LAMOILLE COUNTY ss.

At Stowe, this __ day of _____ 2024, personally appeared _____ to me personally known, and known to me to be the same persons described in and who executed the foregoing Consecutive Water System Agreement, and he acknowledged to me that he executed the same as his free act and deed and the free act and deed of the Town of Stowe.

Before me,

Notary Public
My Commission Expires: 1/31/25