

District 8
Certcode 0613-0

**CERTIFICATE OF HIGHWAY MILEAGE
YEAR ENDING FEBRUARY 10, 2026**

Fill out form, make and file a copy with the Town Clerk, and submit the Mileage Certificate on or before February 20, 2026 to: Vermont Agency of Transportation, Division of Policy, Planning and Intermodal Development, Mapping Section via email to: aot.mileagecertificates@vermont.gov or if necessary via mail to: VTrans PPAID - Mapping Section, 219 North Main Street, Barre VT 05641.

We, the members of the legislative body of SAINT ALBANS TOWN in FRANKLIN County on an oath state that the mileage of highways, according to Vermont Statutes Annotated, Title 19, Section 305, added 1985, is as follows:

PART I - CHANGES TOTALS - Please fill in and calculate totals.

| Town Highways | Previous Mileage | Added Mileage | Subtracted Mileage | Total | Scenic Highways |
|----------------|------------------|---------------|------------------------|---------------------------------|-----------------|
| Class 1 | 0.000 | | | 0.00 | |
| Class 2 | 20.576 | | | 20.576 | |
| Class 3 | 34.16 | 0.10 | .258 | 34.418 34.26 | |
| State Highway | 26.991 | | | 26.991 | |
| Total | 81.727 | 0.10 | .258 | 81.985 81.827 | |
| * Class 1 Lane | 0.000 | | | 0.000 | |
| * Class 4 | 1.27 | | | 1.27 | |
| * Legal Trail | 0.00 | | | 0.00 | |

* Mileage for Class 1 Lane, Class 4, and Legal Trail classifications are NOT included in total.

PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.

Certificate adjusted by K Alley (VTrans) as per attached email correspondence dated 3/5/2026

1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".

Phase 4 of Harbor View Drive = .258 miles
+0.10 mi CL3 TH-100 (Harbor View Dr) extended

2. DISCONTINUED: Please attach SIGNED copy of proceedings (minutes of meeting).

None 

3. RECLASSIFIED/REMEASURED: Please attach SIGNED copy of proceedings (minutes of meeting).

None

4. SCENIC HIGHWAYS: Please attach a copy of order designating/discontinuing Scenic Highways.

None

IF THERE ARE NO CHANGES RECORDED THIS YEAR: Place an X in the box and sign below.

PART III - SIGNATURES - PLEASE SIGN.

Signatures of Selectmen/ Aldermen/ Trustees:



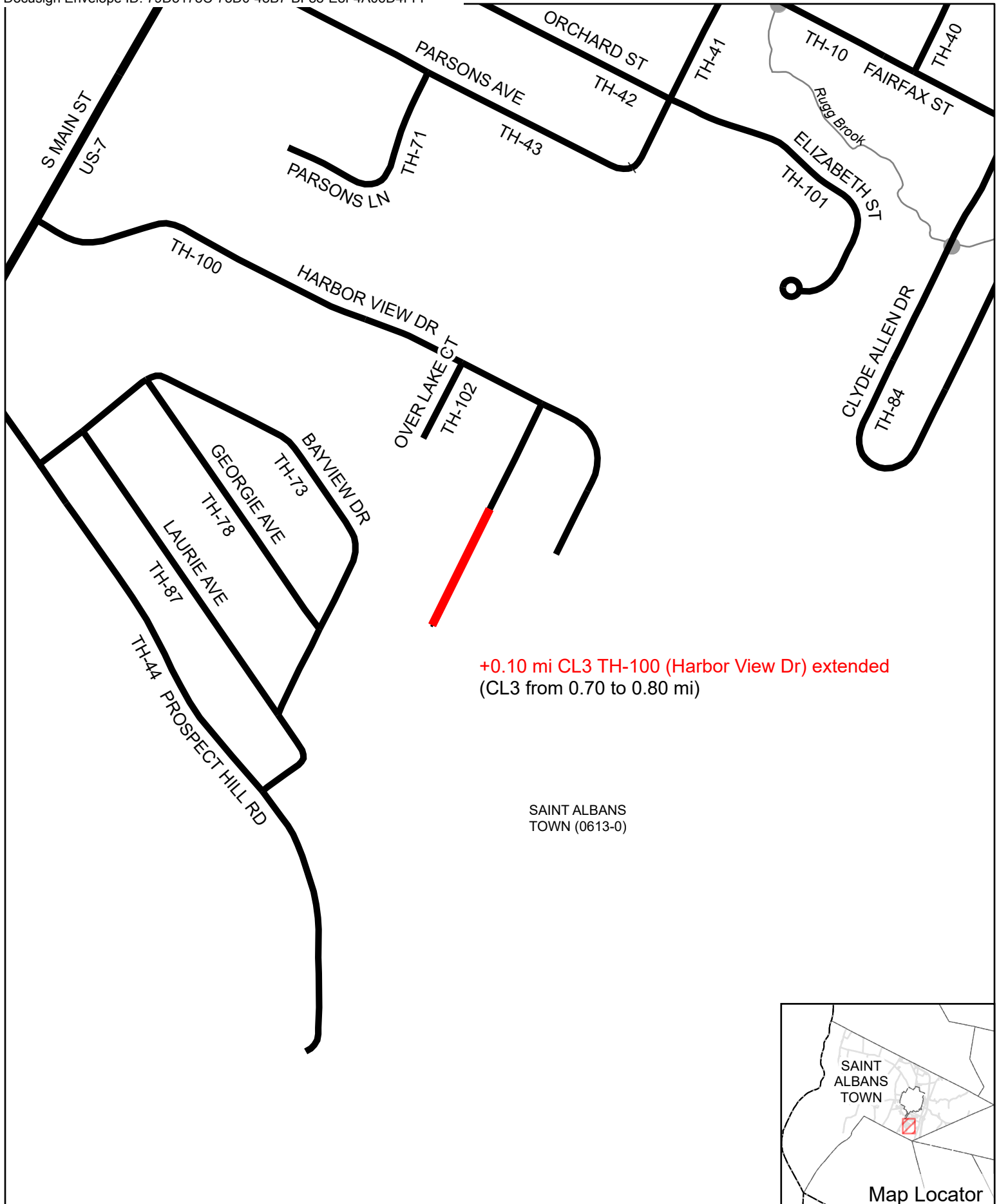
Signature of T/C/V Clerk: Alex Bousdon Date Filed: Feb. 3, 2026

Please sign ORIGINAL and return it for Transportation signature.

AGENCY OF TRANSPORTATION APPROVAL: Signed copy will be returned to T/C/V Clerk.

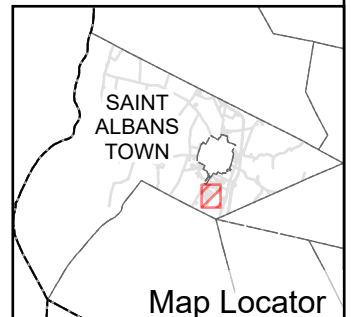
APPROVED: 
Johnathan Croft
Representative, Agency of Transportation
8B1F350F309C4C9...

DATE: 4/10/2026



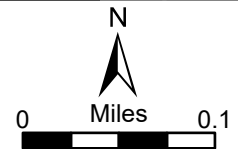
+0.10 mi CL3 TH-100 (Harbor View Dr) extended
 (CL3 from 0.70 to 0.80 mi)

SAINT ALBANS
 TOWN (0613-0)



Mileage Certificate Changes 2026
SAINT ALBANS TOWN

(CTUA:0613-0)
 (CERTCODE:0613-0)

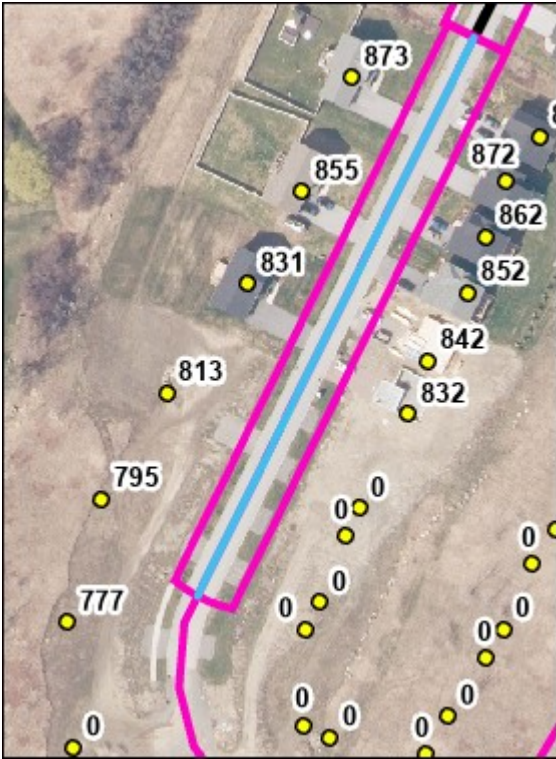


Alley, Kerry

From: Alley, Kerry
Sent: Thursday, March 5, 2026 6:08 PM
To: 'Kevin McAleer'
Subject: RE: Question about Harbor View Dr (Phase 4)

Hi Kevin,

No need, as long as the correct measure for this phase is 551.08' = 0.10 mi (when rounded to nearest 0.01 mi). I'll make the correction on the Certificate and add an initialed explanatory note referencing our correspondence which will be attached to the Certificate. The deed is what really counts, and it's clear that the deed indicates a right of way for 551.08' of town highway (highway colored blue in the image below).



Thanks again for the clarification!

Kerry

From: Kevin McAleer <K.McAleer@stalbanstown.com>
Sent: Thursday, March 5, 2026 1:35 PM
To: Alley, Kerry <Kerry.Alley@vermont.gov>
Subject: Re: Question about Harbor View Dr (Phase 4)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Kerry -

Wil this change need to go back in front of the Selectboard?

Kevin

From: Alley, Kerry <Kerry.Alley@vermont.gov>
Sent: Wednesday, March 4, 2026 2:31 PM
To: Kevin McAleer <K.McAleer@stalbanstown.com>
Subject: RE: Question about Harbor View Dr (Phase 4)

Hi Kevin,

Thanks for the clarification! That was my best guess about what happened, but didn't want to make assumptions.

It would still be good to have the engineering plans if you can find them, but not required. A picture is worth a thousand words!

Kerry

From: Kevin McAleer <K.McAleer@stalbanstown.com>
Sent: Wednesday, March 4, 2026 2:15 PM
To: Alley, Kerry <Kerry.Alley@vermont.gov>
Subject: Re: Question about Harbor View Dr (Phase 4)

You don't often get email from k.mcaleer@stalbanstown.com. [Learn why this is important](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Kerry -

Jenn is out for a week and I'm stepping in.

Looking back, I believe I double-counted the meets and bounds lengths (it was treated as one length rather than a polygon being closed):

60'
551.08'
57.67'
60'
86.50'
551.08'
Total: 1,366.33 feet divided by 5,280 = .258 of a mile

Question is the blue highlighted geo-referenced? Are you using the GPS coordinates to plot the location?

I'm trying to locate the engineering plans, but perhaps this clarification will answer your question.

Kevin

From: Jennifer Gray <j.gray@stalbanstown.com>
Sent: Wednesday, March 4, 2026 9:01 AM
To: Kevin McAleer <K.McAleer@stalbanstown.com>
Subject: FW: Question about Harbor View Dr (Phase 4)

Hi Kevin,

Can you help me with this. I thought I had figured out the mileage correctly, but Kerry at the state has a question. Please see below.

Thank you Kevin.

Peace,
Jenn

Jennifer Gray, Executive Assistant

Town of St. Albans

P.O. Box 37

St. Albans Bay, VT. 05481

Ph: 802-524-7589 ext. 107



From: Alley, Kerry <Kerry.Alley@vermont.gov>
Sent: Friday, February 20, 2026 5:37 PM
To: Jennifer Gray <j.gray@stalbanstown.com>
Subject: Question about Harbor View Dr (Phase 4)

You don't often get email from kerry.alley@vermont.gov. [Learn why this is important](#)

Hello Jenn,

Earlier this afternoon I left you a message on your voicemail asking for the plans to Phase 4 of the Harbor View Dr project (which was submitted with the 2026 Mileage Certificate), but I have additional questions now, so I figured an email would be better.

There are some inconsistencies in the information I have about Phase 4 (full Mileage Certificate pdf attached), and was wondering if you could help me figure this out?

The Mileage Certificate shows an addition of 0.258 mi:

| |
|---|
| <p><i>PART II - INFORMATION AND DESCRIPTION OF CHANGES SHOWN ABOVE.</i></p> <p><i>1. NEW HIGHWAYS: Please attach Selectmen's "Certificate of Completion and Opening".</i></p> <p>Phase 4 of Harbor View Drive = .258 miles</p> |
|---|

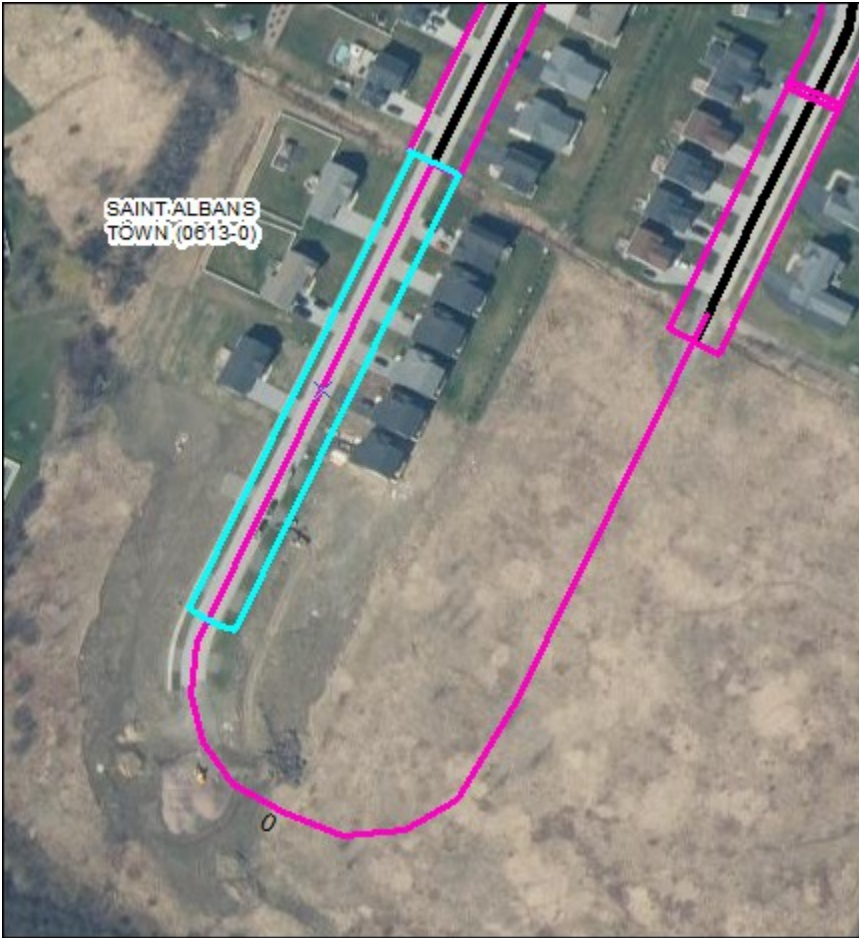
But the remaining not-yet-mapped portion of Harbor View Dr (highlighted light blue below) is 0.295 mi, according to our mapping software:



However, the deed sent in with the certificate describes Phase 4 with only 0.104 mi (551.08’):

Phase 4 Road: Commencing at a point being the front shared property corner of Lot #3 Lot #40 as labeled as P.O.B. on said Plan; thence proceeding S46°50’03”E a distance of point; thence turning to the right and proceeding S43°09’57”W a distance of 551.08’ to a point; thence continuing at a length of 57.67’ and a radius of 120.00 to a point; thence turning to the right and proceeding N74°22’03”W a distance of 60’ to point; thence continuing at a length of 86.50’ and a radius of 180.00 to a point; thence proceeding N43°09’57”E a distance of 57.67’ to the point and place of beginning.

And when the right-of-way is plotted on the map (highlighted light blue below):



Is part of the Phase 4 description missing in the deed, or is Phase 4 possibly only 0.10 mi long? I think the engineering plans mentioned in the deed might clarify the extent of Phase 4, but if it doesn't, could you look into this for me?

Thanks Jenn!

Kerry

Kerry Alley | GIS Professional III

Data Management Section / Mapping Unit

Highway Division / Asset Management & Planning Bureau

400 588

PARTIAL DISCHARGE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That **HARBOR VIEW/ST. A, LLC**, in consideration of Ten and More Dollars and other good and valuable consideration, paid to its full satisfaction, does hereby discharge the below described property and interests from a certain mortgage given to it by **HARBOR VIEW ASSOCIATES, LLC**, dated July 29, 2019 and of record at Volume 345, Page 126 of the Town of St. Albans Land Records:

Being a portion of the lands and premises conveyed to Harbor View Associates, LLC by Warranty Deed of Harbor View/St. A, LLC dated July 26, 2019 and of record at Volume 345, Page 106 of the Town of St. Albans Land Records.

Being a portion of the roadway known as "Harbor View Drive" located in the planned unit development known as Harbor View, and being more particularly described as a strip of land having a width of sixty feet (60') each, more or less, as depicted on a plan entitled "Harbor View Associates, Route 7 St. Albans, VT, Roadway Phase 4 Takeover Plan dated September 6, 2017, last revised October 4, 2024, prepared by O'Leary-Burke Civil Associates (the "Plan") to be recorded in the Town of St. Albans Land records

This Partial Discharge is intended to release and discharge only that parcel of land described herein and no other land whatsoever, the mortgage on the rest of the lands and premises described in said mortgage deed now held by **HARBOR VIEW/ST. A, LLC** to be and remain in full force and effect.

IN WITNESS WHEREOF, I have executed this Partial Discharge of Mortgage this ___ day of 11-22-24, 2024.

HARBOR VIEW/ST. A, LLC

By: 
Duly Authorized Agent

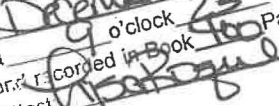
STATE OF FLORIDA
LEE COUNTY, SS.

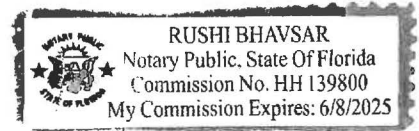
At Fort Myers, Florida, this 22nd day of Nov, 2024, personally appeared William Fitzgerald, duly authorized agent of **HARBOR VIEW/ST. A, LLC** and he acknowledged this instrument.

Before me, 
Notary Public

My Commission Expires: 01/31/25 06/08/2025

My Commission No.:

ST. ALBANS TOWN CLERK'S OFFICE
RECEIVED FOR RECORD / DISCHARGE
December 3 A.D. 2024
at 9 o'clock AM minutes
and recorded in Book 400 Pages 588
Attest:  Asst. Town Clerk



400 589

PARTIAL DISCHARGE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That **M&T BANK**, successor by merger to **PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION** (the "Bank"), herein acknowledges satisfaction of the following Mortgage Deed and the same is discharged:

Mortgage Deed from **HARBOR VIEW ASSOCIATES, LLC** to **PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION** dated July 29, 2019 of record at Volume 345, Page 110 of the Town of St. Albans Land Records.

IN WITNESS WHEREOF, I have executed this Partial Discharge of Mortgage this 26th day of November, 2024.

M&T BANK, successor by merger to PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION

By: [Signature]
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, Vermont, this 26th day of November, 2024, personally appeared Adam Server, duly authorized agent of **M&T BANK** and they acknowledged this instrument.

Before me, [Signature]
Notary Public
My Commission Expires: 01/31/25
My Commission No.: 159.0002060

ST. ALBANS TOWN CLERK'S OFFICE
RECEIVED FOR RECORD / DISCHARGE
December 3, 2024
at 9 o'clock 23 minutes 14 M
and recorded in Book 1100 Pages 589
Attest: [Signature] Asst. Town Clerk

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That **Harbor View Associates, LLC**, a Vermont limited liability company of Essex Jct, in the County of Chittenden and State of Vermont, **GRANTOR** (whether singular or otherwise, hereinafter referred to as "Grantor"), in the consideration of **TEN AND MORE DOLLARS** paid to Grantor's full satisfaction by **Town of St. Albans**, a Vermont municipality, of St. Albans, in the County of Franklin and State of Vermont, **GRANTEE** (whether singular or otherwise, hereinafter referred to as "Grantee"), by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, **Town of St. Albans**, and Grantee's heirs and assigns forever, a certain piece of land in the Town of St.

Albans, in the County of Franklin and State of Vermont, described as follows, viz:

Being a portion of the lands and premises conveyed to Harbor View Associates, LLC by Warranty Deed of Harbor View/St. A, LLC dated July 26, 2019 and of record at Volume 345, Page 106 of the Town of St. Albans Land Records.

Being a portion of the roadway known as "Harbor View Drive" located in the planned unit development known as Harbor View, and being more particularly described as a strip of land having a width of sixty feet (60') each, more or less, as depicted on a plan entitled "Harbor View Associates, Route 7 St. Albans, VT, Roadway Phase 4 Takeover Plan dated September 6, 2017, last revised October 4, 2024, prepared by O'Leary-Burke Civil Associates (the "Plan") to be recorded in the Town of St. Albans Land records. Said parcel is more particularly as follows:

Phase 4 Road: Commencing at a point being the front shared property corner of Lot #39 and Lot #40 as labeled as P.O.B. on said Plan; thence proceeding S46°50'03"E a distance of 60' to a point; thence turning to the right and proceeding S43°09'57"W a distance of 551.08' to a point; thence continuing at a length of 57.67' and a radius of 120.00 to a point; thence turning to the right and proceeding N74°22'03"W a distance of 60' to point; thence continuing at a length of 86.50' and a radius of 180.00 to a point; thence proceeding N43°09'57"E a distance of 551.08' to the point and place of beginning.

Grantor acknowledges that, Grantee, The Town of St. Albans maintains no responsibility for the storm water system within the Harbor View subdivision, except as set forth in a Stormwater Maintenance Agreement by and between the Town of St. Albans and Harbor View/St. A, LLC and the Harbor View Master Association, Inc., dated December 2, 2024, and to be recorded in the Land Records of the Town of St. Albans, attached hereto as Attachment A. Grantee acknowledges that parts of the system are located under the subject "Harbor View Drive". Grantor also acknowledges the Town will not be responsible for future cost of the offset required

400 597

under State of Vermont Agency of Natural Resources Department of Environmental Conservation Stormwater Discharge Permits #5577-INDS.AR dated January 12, 2015 of record at Volume 303, Page 523 of said land records or as may be dictated by future changes in the storm water permit renewal process.

The herein conveyed roadway is conveyed with the appurtenant interests set forth in, and is subject to, and has the benefit of the terms and conditions of the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Harbor View, A Planned Community dated November 8, 2010 and of record at Volume 249, Page 238 of said land records; as amended by Amendment to the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Harbor View, A Planned Community, dated May 22, 2012 and of record at Volume 267, Pages 303-305 of said land records; as amended by Second Amendment dated May 24, 2012 of record at Volume 267, Pages 318-320 of said land records; as amended by Third Amendment dated March 28, 2014 and of record at Volume 290, Pages 189-199 of said land records; as amended by Fourth Amendment dated April 18, 2014, and of record at Volume 290, Pages 526-527 of said land records; as amended by Fifth Amendment dated October 21, 2016, of record at Volume 322, Page 484 of said land records; and as may be further amended from time to time.

Said lands and premises are subject to the terms and conditions of the following: (1) Declaration of Covenants, Conditions, Restrictions, Easements and Liens for Harbor View, A Planned Community, dated November 8, 2010 and of record at Volume 249, Page 238 of the Town of St. Albans Land Records; as subsequently amended; (2) State of Vermont Land Use Permit 6F0594-1 dated October 9, 2008 and of record at Volume 224, Page 403 of said land records, as amended by Land Use Permit 6F0594-2 dated January 19, 2010 of record at Volume 240, Page 300 of said land records; as amended by Land Use Permit 6F0594-3 dated March 9, 2010 of record at Volume 241, Page 171 of said land records; as amended by letter of clarification dated February 23, 2011 and of record at Volume 254, Page 53 of said land records; as amended by Land Use Permit No. 6F0594-5 dated February 20, 2019 and of record at Volume 341, Page 68 of said land records; as amended by Permit No. 6F0594-5A dated November 5, 2019 and of record at Volume 348, Page 509 and in Volume 348, Page 557 of said land records; (3) State of Vermont Wastewater System and Potable Water Supply Permit WW-6-1786 dated July 10, 2008 and of record at Volume 222, Page 182 of said land records; as amended by Permit WW-6-1786-1 dated October 14, 2009 and recorded in said land records; (4) State of Vermont Public Water System Permit to Construct WSID# 21191 and #5130 dated June 30, 2010; (5) State of Vermont Conditional Use Determination #2007-026 dated January 4, 2008 and of record at Volume 215, Page 506 of said land records; (6) State of Vermont Construction General Permits 3-9020 dated July 28, 2008 and November 17, 2009; (7) State of Vermont Agency of Natural Resources Department of Environmental Conservation Stormwater Discharge Permits #5577-INDS dated August 10, 2009 of record at Volume 235, Page 190 of said land records, and #5577-INDS.A dated December 1, 2009 of record at Volume 240, Page 228 of said land records; (8) Town of St. Albans Development Review Board approvals dated January 4, 2007; June 30, 2009; December 2, 2010; and March 27, 2012; and (9) all easements and rights of way as depicted on the above referenced plans.

The Property is conveyed subject to and/or with the benefit of the following: (a) all rights-of-way, easements, conditions and covenants of record, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. §601-611, both inclusive; (b) all terms, conditions, restrictions, easements and liens set forth in the Declaration; (c) all easements,

rights of way, restrictions, permits and approvals as set forth on Exhibit "A" to the Declaration or as shown on the Plat; (d) taxes assessed on the Grand List not delinquent on the date of this Deed, which the Grantees herein assume and agree to pay as part of the consideration for this Deed, subject to such taxes being prorated between Grantor and Grantees on the date this Deed is delivered; and (e) the provisions of municipal ordinances, public laws, and special acts.

Reference is hereby made to the above-mentioned deeds, the records thereof and to the deeds and records therein contained, all in further aid of this description.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, **Town of St. Albans**, and Grantee's successors and assigns, to Grantee's own use and behoof forever;

And the said Grantor, **Harbor View Associates, LLC**, for Grantor and Grantor's heirs, executors and administrators, does covenant with the said Grantee, and Grantee's heirs and assigns, that until the ensealing of these presents Grantor is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid, and except for all utility easements as may appear of record, provided that such exception shall not reinstate any such utility easements previously extinguished by Title 27 Vermont Statutes Annotated, Chapter 5, Subchapter 7; and Grantor hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and acknowledged this 2nd day of December, 2024.

Harbor View Associates, LLC

By: [Signature]
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS

At Essex Jct., Vermont, this 2nd day of December, 2024, Brett Bartlett, duly authorized agent of **Harbor View Associates, LLC**, personally appeared and acknowledged this instrument.

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
ACKNOWLEDGMENT
RETURNS RECEIVED
Signed [Signature]
Date December 23, 2024

Before me, [Signature]
ST. ALBANS TOWN CLERK'S OFFICE
RECEIVED FOR RECORD / DISCHARGE
at 9:00 o'clock 23 minutes 11 AM 2024
and recorded in Book 516-518 Pages 516-518
Attest: [Signature] Asst. Town Clerk

Daniel P. O'Rourke
Notary Public, State of Vermont
Commission #0008651
Commission Expires Jan. 31, 2025

Original recorded in Book 400, pages 590-595 w/out Town Manager signature. This is a re-recoding with Town Manager signature.

404 498

STORMWATER SYSTEM MS4 PERMIT COVERAGE AGREEMENT

THIS AGREEMENT, made this 12 day of December, 2024, is by and between

Harbor View Associates, LLC, and Harbor View Master Association, Inc., hereinafter collectively referred to as "HARBOR VIEW" and the Town of St. Albans, a Vermont municipality in the County of Franklin and State of Vermont, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, HARBOR VIEW consists of a residential development of single-family homes, duplexes and townhouses which is located at 353 South Main Street, on the east side of U.S. Route 7 in the Town; and

WHEREAS, the Vermont Agency of Natural Resources (the "Agency") issued Discharge Permit #5577-9050 dated March 12, 2024 (the "Permit") to HARBOR VIEW authorizing a discharge of stormwater runoff from thirteen and sixty-five hundredth acres (13.65 acres) of impervious surfaces of the Property to an unnamed tributary of Rugg Brook, which Permit required construction and maintenance of certain improvements within the Property to manage the discharge of stormwater; and

WHEREAS, the Permit expires on or about March 11, 2029; and

WHEREAS, HARBOR VIEW does not desire to apply for and renew the Permit from the Agency and instead seeks to obtain State stormwater permit coverage from the Town; and

WHEREAS, the Town adopted an ordinance entitled, "Town of St. Albans Stormwater Utility Ordinance," dated September 21, 2020, (the "Ordinance" herein), which regulates the discharge of stormwater in the Town and establishes the Town's regulations for the acquisition of stormwater systems in the Town; and

WHEREAS, the Town is willing to accept responsibility for providing permit coverage and maintaining stormwater systems for properties in the Town that discharge into stormwater impaired waterways pursuant to the Town's General Permit for Small Municipal Separate Storm

404 499

Sewer Systems No. 7073-9014.ARA (the "MS4 Permit"), provided HARBOR VIEW complies with the Ordinance, as amended; and

WHEREAS, if the Town accepts responsibility for covering HARBOR VIEW discharge from the Stormwater System under the MS4 Permit, it is willing to accept such responsibility subject to certain terms and conditions; and

WHEREAS, HARBOR VIEW desires to have the Town assume responsibility for covering HARBOR VIEW discharge from the Stormwater System under the MS4 Permit.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, HARBOR VIEW, acting by and through its duly authorized agent, and the Town, acting through its Town Selectboard, covenant and agree as follows:

1. HARBOR VIEW hereby appoints the Town to take any and all actions which the Town, in the reasonable exercise of its discretion, deems as appropriate to design, construct, operate, maintain, repair, replace, improve and upgrade HARBOR VIEW Stormwater System in accordance with the MS4 Permit.
2. The Town hereby accepts said appointment.
3. Once designed, HARBOR VIEW will convey and the Town will accept an easement deed from HARBOR VIEW for access to and ownership of the stormwater system improvements. The parties agree that the easements provided by the design may be modified upon final completion of the Contract based on "As Built" plans. HARBOR VIEW agrees to execute revised easements that are consistent with the "As Built" plans, if necessary; and
4. Once accepted, the Town will operate and perform Routine Maintenance (as that term is defined in the Stormwater System Maintenance Agreement between the parties), to the HARBOR VIEW Stormwater System, and will perform any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit.

404 500

5. The Town agrees that for a period of twenty (20) years from the date of this Agreement, the Town will not seek to recover from HARBOR VIEW any costs incurred by the Town for operating and performing Routine Maintenance to the Stormwater System or for performing any routine inspections, monitoring, reporting, and certifications of the Stormwater System required by the Agency and the MS4 Permit, other than the fee generally assessed to owners of property with impervious surfaces in the Town or as otherwise set forth in the Ordinance, except in the following circumstances:
 - A. The Agency's issuance and/or renewal of the MS4 Permit for the Stormwater System and other similar systems in the Town requires a capital improvement or upgrade of the Stormwater System, including but not limited to, changes to requirements for stormwater discharges, that does not result from the Town's improvement, upgrade or expansion of the Stormwater System to treat additional stormwater;
 - B. In the event of a need to remedy damage caused by HARBOR VIEW or its tenants and their invitees; or
 - C. In a catastrophic event or failure that requires extraordinary repair and reconstruction measures unique to the Stormwater System.
6. HARBOR VIEW shall pay any such assessment or surcharge imposed pursuant to Paragraphs 4(A)-(C), above, within thirty (30) days of the Town's delivery to HARBOR VIEW of an invoice for such assessment or surcharge. If HARBOR VIEW fails to pay said invoice in full within thirty (30) days, any unpaid assessments or surcharges shall be collectable pursuant to Ordinance September 21, 2020, as amended.
7. In the event that any adjoining property owner desires to utilize or expand the Stormwater System onto their property, HARBOR VIEW will not object to or otherwise oppose such utilization or expansion of the Stormwater System, provided that: (a) such utilization does not substantially impact HARBOR VIEW existing or intended use of the Property; and (b) does not result in HARBOR VIEW being out of compliance with any state or local permits issued for the Property; and (c) no additional easement(s) burdening the Property is required from HARBOR VIEW.

404 501

8. By its provision of coverage for the Stormwater System under the MS4 Permit, the Town expressly disavows responsibility for, and HARBOR VIEW agrees that HARBOR VIEW will be solely responsible for, the installation, maintenance, operation, repair and replacement of the following and all costs and fees related thereto, all as shown on the Plan:
 - A. Any vegetation, paving or landscaping located outside the Easement;
 - B. Building and recreation-related structures, retaining walls or other structures (excluding the Stormwater System), such as pools, fences, mailboxes, decks or stairs, that may be affected by the Town's use of the Easement; and
 - C. The stormwater components on HARBOR VIEW property that are outside of the Easement, including but not limited to ditches or swales, roof, floor, foundation, footing and yard drainage pipes, to the point where said pipes and appurtenances either connect to the catch basins within either the Easement or the Town's road rights-of-way (collectively, the "HARBOR VIEW Stormwater Improvements").
9. This Agreement shall be held in escrow until such time as the Agency formally transfers responsibility for permit coverage of the Stormwater System to the Town, at which time, the Town shall record this Agreement in the Town of St. Albans Land Records.
10. The Town and HARBOR VIEW shall reasonably cooperate to ensure compliance with the MS4 Permit. In the event the Stormwater System does not comply with any new or amended MS4 Permit requirements and HARBOR VIEW will not allow the Town to take such actions it deems necessary to comply with the MS4 Permit, as determined in its sole discretion, the Town may provide sixty (60) days' advanced written notice by certified mail to HARBOR VIEW of its intent to terminate this Agreement. If said sixty (60) day period passes without a cure of the Stormwater System's noncompliance with the MS4 Permit, the Town may terminate this Agreement by mailing a written notice of termination to HARBOR VIEW and recording a copy thereof in the Town of St. Albans Land Records.

404 502

- 11. Notwithstanding Paragraph 9, above, this Agreement may terminate on or after the twentieth (20th) anniversary of the date hereof. Thereafter, the obligations of the Town and HARBOR VIEW regarding the Stormwater System shall be those imposed by law. In the event of such termination, and unless otherwise required by law, the Town shall forthwith reconvey the Stormwater System and the Easement to HARBOR VIEW and take the action necessary to transfer the Permit to HARBOR VIEW. Upon transfer of the Permit to HARBOR VIEW, the Town shall pay its pro-rata share of the Permit's annual operating fee, based on the respective impervious surface area owned by the Town and HARBOR VIEW, if the Agency does not waive and assesses said operating fee.
- 12. This Agreement shall be recorded in the Town of St. Albans Land Records.
- 13. This Agreement may only be amended by written agreement of the parties.
- 14. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but together will constitute one and the same instrument.

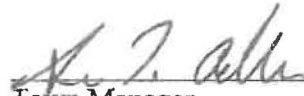
DATED this 26 day of June, 202~~6~~⁷.

IN PRESENCE OF:

TOWN OF ST. ALBANS



 WITNESS

By: 

 Town Manager
 And Duly Authorized Agent

State of Vermont
County of Franklin, ss.

At St. Albans, Vermont, this 26th day of June, 202~~6~~⁷, personally appeared, Sean T. Adkins Town Manager and Duly Authorized Agent of the Town of St. Albans, and he acknowledged this instrument.

Before me,

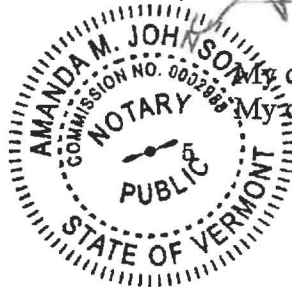


Notary Public

My commission expires:

01/31/27

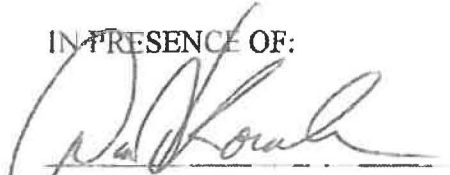
My commission no.:




404 503

DATED this 2nd day of December, 2024.

IN PRESENCE OF:

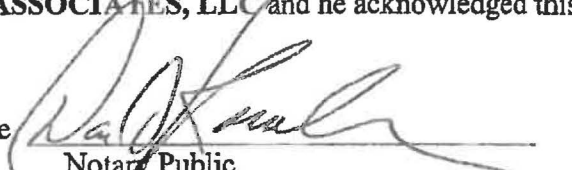

WITNESS

HARBOR VIEW ASSOCIATES, LLC.

By: 
Duly Authorized Agent

State of Vermont
County of Chittenden, ss.

At Essex Jct., Vermont, this 2nd day of December, 2024, personally appeared Brett Bartlett, Duly Authorized Agent of HARBOR VIEW ASSOCIATES, LLC and he acknowledged this instrument.

Before me 
Notary Public
My commission expires: 01/31/25
My commission no.:

Daniel P. O'Rourke
Notary Public, State of Vermont
Commission #0008651
Commission Expires Jan. 31, 2025

DATED this 2nd day of December, 2024.

IN PRESENCE OF:

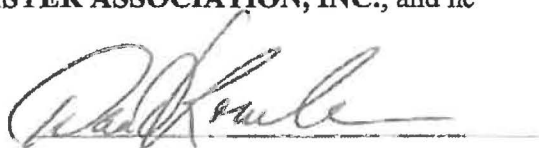

WITNESS

HARBOR VIEW MASTER ASSOCIATION INC.,


By: 
Duly Authorized Agent

State of Vermont
County of Chittenden, ss.

At Essex Jct., Vermont, this 2nd day of December, 2024, personally appeared Brett Bartlett, Duly Authorized Agent of HARBOR VIEW MASTER ASSOCIATION, INC., and he acknowledged this instrument.

Before me, 
Notary Public
My commission expires: 01/31/25
My commission no.:

Daniel P. O'Rourke
Notary Public, State of Vermont
Commission #0008651
Commission Expires Jan. 31, 2025

ST. ALBANS TOWN CLERK'S OFFICE
RECEIVED FOR RECORD / DISCHARGE
A.D. 2025
at June 26 12 o'clock 44 minutes P M
and recorded in Book 404 Pages 498-503 6
Attest:  Asst. Town Clerk

E-Filed

| | |
|----------------------------|---|
| VT Form PTT-172 | VERMONT PROPERTY TRANSFER TAX RETURN |
|----------------------------|---|

0-865-127-680
Confirmation number



For Town Use Only

TRANSFERORS (Sellers)

HARBOR VIEW ASSOCIATES, LLC
44 PARK STREET
ESSEX JUNCTION, VT 05452

TRANSFEREES (Buyers)

TOWN OF ST. ALBANS
P.O. BOX 37
ST ALBANS BAY, VT 05481

*Any additional transferors or transferees are listed at the bottom of this page

| | | | |
|--|--|--------------------------------|--|
| Date Acquired by Transferor: Jul-26-2019 | Date of this Closing: Dec-02-2024 | Land Size (acres): 0.00 | |
| Property Physical Location: | City/Town: | SPAN# | Check if property is located in multiple cities or towns <input type="checkbox"/> |
| HARBOR VIEW DRIVE | St. Albans Town | 552-174-14242 | This sale did not involve land <input type="checkbox"/> |
| Buyer Seller relationship type: | If other, description: | | |
| If transfer is exempt from Property Transfer Tax: 02 - 32 V.S.A. § 9603 (2) | If other, description: | | |
| Interest in property: Fee Simple | If other, description: | | |
| If "undivided" percent of interest: | If other, description: | | |
| Type of building construction: Other | If other, description: Phase 4 Road | | |
| Transferors use of property before transfer: Other | If other, description: Road | | |
| Transferees use of property after transfer: Other | If other, description: Road | | |
| Will the property be rented after transfer? No | Enrolled in the Current Use Program? No | | |
| Have development rights been conveyed separately? No | New owner elects to continue current use enrollment? No | | |
| Does the transferee hold title to any adjoining property: No | | | |
| Value paid or transferred as defined in 32 V.S.A. § 9601(6) | \$0.00 | | |
| Value paid or transferred for personal property | \$0.00 | | |
| Value paid or transferred for real property | \$0.00 | | |
| Tax Due | \$0.00 | | |

Preparer's Name: BERGERON PARADIS
Preparer's Address: ESSEX JUNCTION, VT 05452-0000

Preparer's Phone: (802) 879-6304
Preparer's E-mail: ESMYTH@BPFLEGAL.COM

Transferee's Name TOWN OF ST. ALBANS
 Property Location HARBOR VIEW DRIVE
 Date of this Closing Dec-02-2024

Note: Long names or addresses may not display fully on the paper copy of the return, but the full names and addresses are submitted electronically to the Town and Department.

LOCAL AND STATE PERMITS AND ACT 250 NOTICE

This serves as notice that:

- The property being transferred may be subject to regulations governing potable water supplies and wastewater systems under 10 V.S.A.Chapter 64 and building, zoning and subdivision regulations;
- The property being transferred may be subject to Act 250 regulations regarding land use and development under 10 V.S.A.Chapter 151;
- The parties have an obligation to investigate and disclose knowledge regarding flood regulations affecting the property.

To determine if the property is in compliance with or exempt from these rules, contact the relevant agency.Contact information is provided in the instructions.

Town Clerk - Sign into your myVtax to enter this recording information. After you have entered the recording information print a copy to deliver to the primary Transferee per 32 V.S.A 9607.

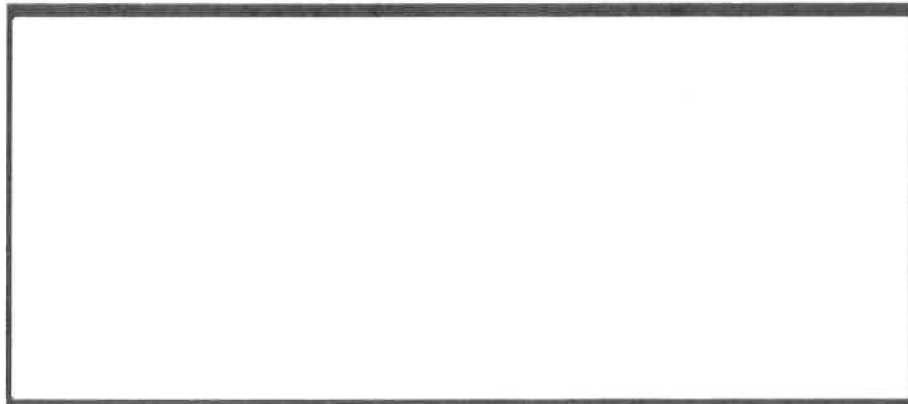
This section to be completed by Town or City Clerk

| | | | | | |
|--|-----------------|----------------------|----------------|------------------|---------------|
| Book Number* | 400 | Page Number* | 596 | Grand List year* | 2024 |
| City or Town* | St. Albans Town | Parcel ID Number | HARBORVIEW-029 | Date of Record* | Dec-03-2024 |
| Grand List Value | \$440,000.00 | Grand List Category* | Miscellaneous | SPAN* | 552-174-14242 |
| Comments, additional information, etc. | | | | | |

- Duplicate Return Suspected Portion of the property sold/subdivision Original Return Waiting on Deed
 Deed Acknowledgment and Return Received

SIGNED *[Signature]*

Clerk DATE 6/26/25



For Town Use Only