

## PRE-DEVELOPMENT AGREEMENT

This Pre-Development Agreement is made as of the 5<sup>th</sup> day of June, 2026 by and between the Town of Waterbury, a Vermont municipal corporation with a principal place of business at 28 North Main Street in Waterbury, Vermont (“Town”) and DEW Properties, LLC, a Vermont limited liability company with a principal place of business at 277 Blair Park Road, Suite 130, Williston, Vermont (“Developer”). The Town and the Developer are sometimes referred to herein as a “Party” or the “Parties.”

WHEREAS, the Town issued a Request for Qualifications (“RFQ”) seeking expressions of interest for the development of the former Stanley Wasson Site in downtown Waterbury (“Parcel”). The Town seeks to encourage multi-family housing and denser housing projects proximate to its downtown. The RFQ also offered the Town’s assistance in pursuing funding opportunities, tax credits or other financial assistance for the development project; and

WHEREAS, the Developer responded to the RFQ and was selected by the Town to explore the construction of a multi-family housing project on the Parcel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt of which is hereby acknowledged by each Party, the Parties hereto agree as follows:

1. **Property Description.** The Parcel is currently part of a 60-acre parcel owned by the State of Vermont (the “State”). The State is surveying the Parcel and obtaining permits to subdivide it for conveyance to the Town. The Parcel is expected to measure approximately 2.29 acres in size and is subject to an easement in favor of the Town for a stormwater line. A depiction of the Parcel is shown on the survey entitled, “Boundary Line Adjustment Plat, Lands of State of Vermont, State College Drive, Town of Waterbury, Washington County, Vermont,” prepared by Vermont Survey and Engineering, Inc., dated 01/06/2024, last revised 3/18/2025, and attached as Exhibit A.
2. **Option Term.** The State and the Town have entered into an Option Agreement (“State Option”) to purchase the Parcel for \$400,000 by December 31, 2026 (“Town Option Date”), if not otherwise extended. The Developer accepts the terms in the State Option. The Town Option Date assumes the State will have the Parcel subdivided by this date, with all required state and local subdivision permits (“Subdivision Permits”) being final. By December 1, 2026, the Town shall notify the Developer of the status of the subdivision of the Parcel and the expected closing date with the State.
3. **The Project.** The Project envisions a multi-phased housing development project, with the goal of the first phase involving market rate housing and the second phase involving senior, work force or affordable housing. There are expected to be 28-32 affordable units per phase, with the unit count and mix determined by a market study. The market study will commence upon execution of this Pre-Development Agreement. The development of any affordable housing is anticipated to be in conjunction with Downstreet Housing & Community Development (“Downstreet”), or a developer with comparable experience in the State of Vermont.

4. Developer shall also consider the viability of incorporating compensatory flood storage into the Project, working with the Town to identify mutually agreeable solutions to identify such compensatory floor storage alternatives. Developer shall also work cooperatively with the Town to carefully evaluate the impact of the Project on neighboring properties, and the Randall Street neighborhood, in the event of an inundation flood.
5. Developer shall make reasonable and appropriate efforts to design and construct buildings, driveways, and other facilities that reasonably mitigate the impact of the Project on neighboring parcels both during and after construction. Town and Developer agree to work cooperatively with neighboring property owners to help ensure their concerns are heard, respected, and addressed where reasonably practicable.
6. The Town hereby grants to the Developer the exclusive right to perform due diligence on the Parcel for a period of twelve months from the date of this Pre-Development Agreement to determine project feasibility ("Due Diligence Period"). The Developer agrees at its sole cost and expense to undertake due diligence efforts sufficient to determine the feasibility of the Parcel for a redevelopment project, anticipating a multi-phased residential housing project, consistent with the Town's RFQ. During the Due Diligence Period, the Town will not market the Parcel or offer it for sale to third-parties.
7. Developer's due diligence shall be completed within 12 months of the full execution of this Pre-Development Agreement ("Due Diligence Period"). If the Developer is making reasonable progress on its efforts, the Due Diligence Period may be extended by mutual agreement by both Parties in writing. Upon completion of the Due Diligence Period, Developer shall have determined whether a development project is financially viable, given projected income and expenses, including any expenses associated with meeting permit conditions and approvals.
8. The Due Diligence effort may include, but shall not be limited to, the following: conducting a market study; performing environmental and geotechnical assessments; investigation of site utilities; research and investigation of financing and funding sources available for the project; solicitation of interest from local housing entities; consideration of including compensatory flood storage and incorporating concrete columns or pier structures into structural building designs in lieu of fill since the Parcel is located in the SFHA; discussions with design professionals; and development of pro formas for the project. The investigations will consider the Town of Waterbury Zoning Regulations, including the Special Flood Hazard Area Overlay District. All building egress (i.e., ground floor finish elevation) shall be at an elevation at least 2' above base flood elevation.
9. Access to the Parcel. If the Developer requires access to the Parcel for its Due Diligence efforts, the Developer will notify the Town of its needs and proposed dates. The Developer agrees to restore the Parcel to as near as reasonably practicable to the same condition as existed at the time of such access.
10. Periodic updates. The Developer agrees to meet with Town representatives as needed and at least once per month. The Developer also agrees to provide written updates every other month. The Town encourages the Developer to prepare written updates so that they may be shared

publicly, and if a portion of any Developer update is to be confidential, it may be provided under separate cover from the written update that is intended to be public.

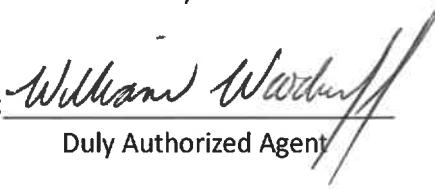
11. Milestones. Four months after the Due Diligence Period starts, the Developer will propose additional anticipated Project milestones to the Town for its consideration.
12. If the Developer determines that a Project is viable, the Developer shall notify the Town. The Town and the Developer shall then, with thirty (30) days of such notice, negotiate an Option to Purchase Agreement (“Option Agreement”), whereby the Town will give the Developer the exclusive option to purchase the Parcel in exchange for Developer’s commitment to develop the Parcel consistent with the Town’s stated interest for a housing project.
13. The aforesaid Option Agreement shall be negotiated and executed within one month of the end of the Due Diligence Period, unless mutually extended by the parties in writing. The Developer’s obligation to close on the acquisition of the Parcel is subject to its ability to secure all local and state permits required for the Project and on securing adequate financing, which shall be secured within one year of the finality of all local and state permits unless extended by mutual agreement. The Option Agreement shall be subject to approval by the Town. The Option shall include a clause that permits the Developer to extend the Option Agreement by six (6) additional months if it is demonstrated that Developer is pursuing permits and financing in good faith but requires additional time.
14. Project Conditions. The Parties agree as follows:
  - a. The Town agrees to share the results of its Title Search when available, including any records of deeds, easements or encumbrances.
  - b. If required for Project feasibility, the Town agrees to ask the Planning Commission to consider modifying the zoning regulations and applicable zoning district standards as needed to allow the Project to be permitted in the zoning district. The Project shall be built to Town regulations, understanding there may be a height restriction due to fire protection capabilities.
  - c. The Developer shall be responsible for obtaining all local and state permits for the Project at its sole cost, expense and risk (but not for the subdivision to create the Parcel).
  - d. Municipal water and sewer shall be provided through the Edward Farrar Utility District (“EFUD”). Developer acknowledges EFUD is separate and distinct from the Town, and this Agreement does not bind EFUD or constitute any reduction or waiver of allocation fees.
  - e. The Town agrees to work cooperatively with Developer to secure tax credits, financing, or other financial assistance for the Project, including serving as the lead agent on financing and grant applications and assuming administrative responsibility for distribution of awards. The Town and Developer specifically agree to research utilizing tax increment for public improvements through the Community Housing and Infrastructure Program (“CHIP”).
  - f. The Town may wish to complete public improvements to the nearby road, sidewalks, and crosswalks. These improvements and associated costs are the sole responsibility of the Town.

- g. If the storm drainage line in the middle of the Parcel needs to be relocated to accommodate the Project, the Town and the Developer shall discuss funding options for such re-location, including the use of CHIP funds.
  - h. The Developer shall meet with the Town to discuss the orientation of the new buildings, so they are in a similar orientation to the previous buildings that were on the site.
  - i. The Developer agrees to provide a 30-day period when the units are advertised to Waterbury residents prior to marketing the units to the public.
  - j. If the Project is deemed feasible, it is expected that construction will commence upon receipt of all final local and state permits and of construction financing, which shall be secured within one year of the finality of all local and state permits unless extended by mutual agreement. The Developer anticipates a construction duration of 10-20 months per phase, depending on the number of units.
  - k. If Downstreet decides not to be involved in any phase of the Project, the Developer will re-evaluate the affordable housing phase for feasibility, and may request a reasonable extension of this Pre-Development Agreement to provide for such re-evaluation. In this instance, the Town and Developer will also work cooperatively to identify another affordable housing partner.
15. Upon the full execution of this Agreement, the Town agrees to send Developer information relevant to the Parcel in the Town's reasonable possession or control.
16. The Developer and the Town agree to cooperate, work in good faith, and use commercially reasonable efforts to finalize, at such time and in such manner as is mutually agreed, all legal documents and agreements necessary to manifest their intended transaction as contemplated by this Pre-Development Agreement. Notwithstanding anything herein to the contrary, this Pre-Development Agreement only addresses exclusivity and due diligence. The Parties shall not be bound to one another as to the purchase and sale of the Parcel or as to the Project until such time as the Parties have finalized and executed an Option to Purchase, described in Sections 12 and 13, above. If the Project does not move forward due to failure to obtain permits for the Project, expiration of the Due Diligence Period, or for any other reason not arising from or connected to a party's gross negligence or willful misconduct, then neither party shall be bound to or have any liability to the other.
17. The Developer and the Town each agree to pay their own respective costs and expenses associated with the development of the Project on the Parcel, including but not limited to: permitting, engineering, attorneys' fees and costs, and each party shall indemnify, defend and hold harmless the other party, and its officers, directors, managers, volunteers, board members and staff, from and against any and all claims, damages, liability, responsibility, expenses and costs, including without limitation attorneys' fees incurred by an indemnified party and which arise out of or in any manner attributed to the use of the Parcel or planning for construction of the Project, unless if caused solely by or arising out of the gross negligence or willful misconduct of the indemnified party.
18. This Agreement may only be amended by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their seals and hands of their duly authorized officers to be hereto affixed.

Town of Waterbury

Date: 6-5-2026

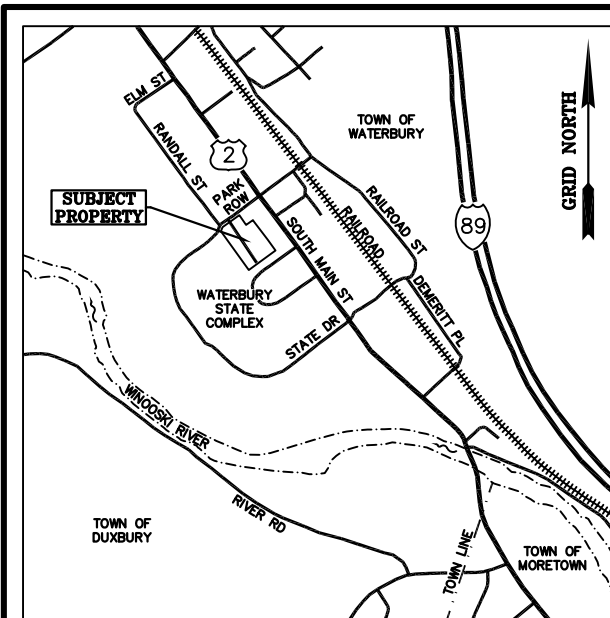
By:   
Duly Authorized Agent

DEW Properties, LLC

Date: 6-23-2026

By:   
Duly Authorized Agent

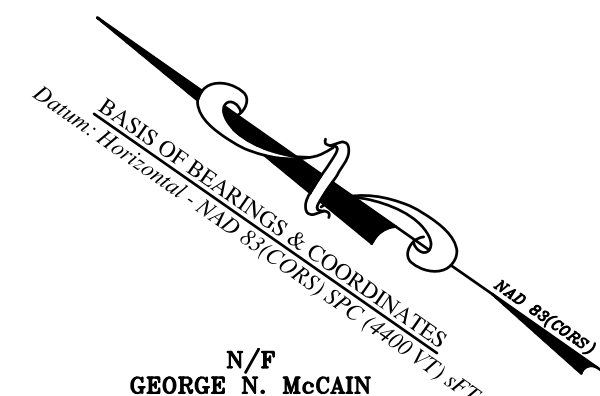




LOCUS MAP

**NOTES:**  
**N1** - This survey was performed using an electronic total station to traverse between control points established using dual frequency GPS receivers, resulting in a closure with a relative precision that exceeds 1:10000.  
**N2** - A combined factor of 0.99995334 was used for grid distance computations. All bearings, distances and coordinates are shown as Vermont Grid, NAD83 in U.S. Survey Feet.  
**N3** - The roadway right of way limit was established based on Book 27, Page 554 of the Town of Waterbury Land Records.  
**N4** - Underground utilities not located.  
**N5** - A diligent search of the land records did not uncover the key deed that created this boundary. An exhaustive search was not approved by the State of Vermont.  
**N6** - Implied easements are not a part of this survey.

**REFERENCES:**  
**R1** - A collection of documents filed in Box PRA-00918 and Box SE008-00021 of the Vermont State Archives and Records, Middlesex, VT.  
**R2** - A plat entitled "PLOT PLAN OF THE C.C. WARREN EST. WATERBURY VERMONT" dated 5/10/1945, drawn by C.S. Buxton, copy provided by the Vermont Department of Buildings and General Services, Montpelier, VT.  
**R3** - A plat entitled "STATE OF VERMONT PARCEL NO. 22 WATERBURY, VERMONT" dated 8/1972, prepared by Keller and Lowe Inc., filed in Slide 165 of the Town of Waterbury Land Records.  
**R4** - A plat entitled "STATE OF VERMONT STATE BUILDINGS DIVISION DEPARTMENT OF ADMINISTRATION MONTPELIER, VERMONT" dated 8/1972, prepared by Keller and Lowe Inc., copy provided by the Vermont Department of Buildings and General Services, Montpelier, VT.  
**R5** - A plat entitled "STATE OF VERMONT - LOT 6A TO PETER M. MARTEL - 28 PARK ROW WATERBURY VILLAGE, WASHINGTON COUNTY, VERMONT" dated 5/2017, prepared by Grenier Engineering, PC, filed in Slide 439 of the Town of Waterbury Land Records.  
**R6** - A right of way plan entitled "Waterbury FECC F 013-4(13)" dated 9/28/2017 filed in the Town of Waterbury Land Records.



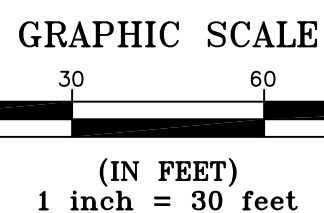
LINE	DEED REFERENCE	DATE
1 TO 2	BOOK 29, PAGE 269	AUG. 09, 1899
2 THRU 4	BOOK 414, PAGE 247	JAN. 09, 2018
4 TO 5	BOOK 352, PAGE 73	JUN. 27, 2014
5 TO 6	BOOK 72, PAGE 417	OCT. 03, 1972
6 TO 7	BOOK 76, PAGE 54	SEP. 05, 1974
7 TO 8	NOT DETERMINED (SEE NOTE N5)	

MON. NO.	DESCRIPTION	COORDINATE
1	UNMONUMENTED POINT	N 668608.55 E 1573972.11
2	6"x6" GRANITE MONUMENT FOUND 0.5' ABOVE GROUND - STABLE	N 668562.36 E 1574004.26
3	5/8" DIA. IRON ROD FOUND FLUSH WITH CAP MARKED "DRM LS 613" - STABLE	N 668531.18 E 1574025.97
4	5/8" DIA. IRON ROD FOUND FLUSH WITH CAP MARKED "DRM LS 613" - STABLE	N 668568.89 E 1574080.15
5	5/8" DIA. IRON ROD FOUND 0.1' BELOW GROUND - STABLE	N 668558.70 E 1574087.24
6	1" O.D. IRON PIPE FOUND 0.8" ABOVE GROUND - STABLE	N 668413.68 E 1574197.53
7	1" O.D. IRON PIPE FOUND 0.1' BELOW GROUND - STABLE	N 668328.17 E 1574259.91
8	6"x6" GRANITE MONUMENT FOUND 0.1' BELOW GROUND - STABLE	N 668238.96 E 1574138.25
9	UNMONUMENTED POINT	N 668172.11 E 1574047.08
10	UNMONUMENTED POINT	N 668480.51 E 1573826.50
11	UNMONUMENTED POINT	N 668513.23 E 1573838.79
12	6"x6" GRANITE MONUMENT FOUND 0.5' ABOVE GROUND - STABLE	N 668622.69 E 1573962.27
13	1/2" DIA. IRON ROD FOUND 0.1' BELOW GROUND - STABLE	N 668368.23 E 1574296.50

~LEGEND~

- IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- ⊠ GRANITE MONUMENT FOUND
- ▲ UNMONUMENTED POINT
- ⬆ SIGN
- ☆ LIGHT
- ⊠ DRAINAGE INLET
- ⊙ DRAINAGE MANHOLE
- ⊠ ELECTRIC POLE
- ⊠ COMBINATION POLE AND GUY
- ⊠ HYDRANT
- ⊠ WATER SHUTOFF
- ⊠ WATER GATE VALVE
- ⊠ SEWER MANHOLE
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ SHRUB
- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- · - · - APPROXIMATE PROPERTY LINE
- · - · - EASEMENT LIMIT
- · - · - APPROXIMATE ROADWAY
- · - · - RIGHT OF WAY LIMIT (R.O.W.)
- - - EDGE OF CONCRETE
- - - EDGE OF PAVEMENT
- x - x - FENCE
- - - OVERHEAD UTILITY
- ▬ BUILDING

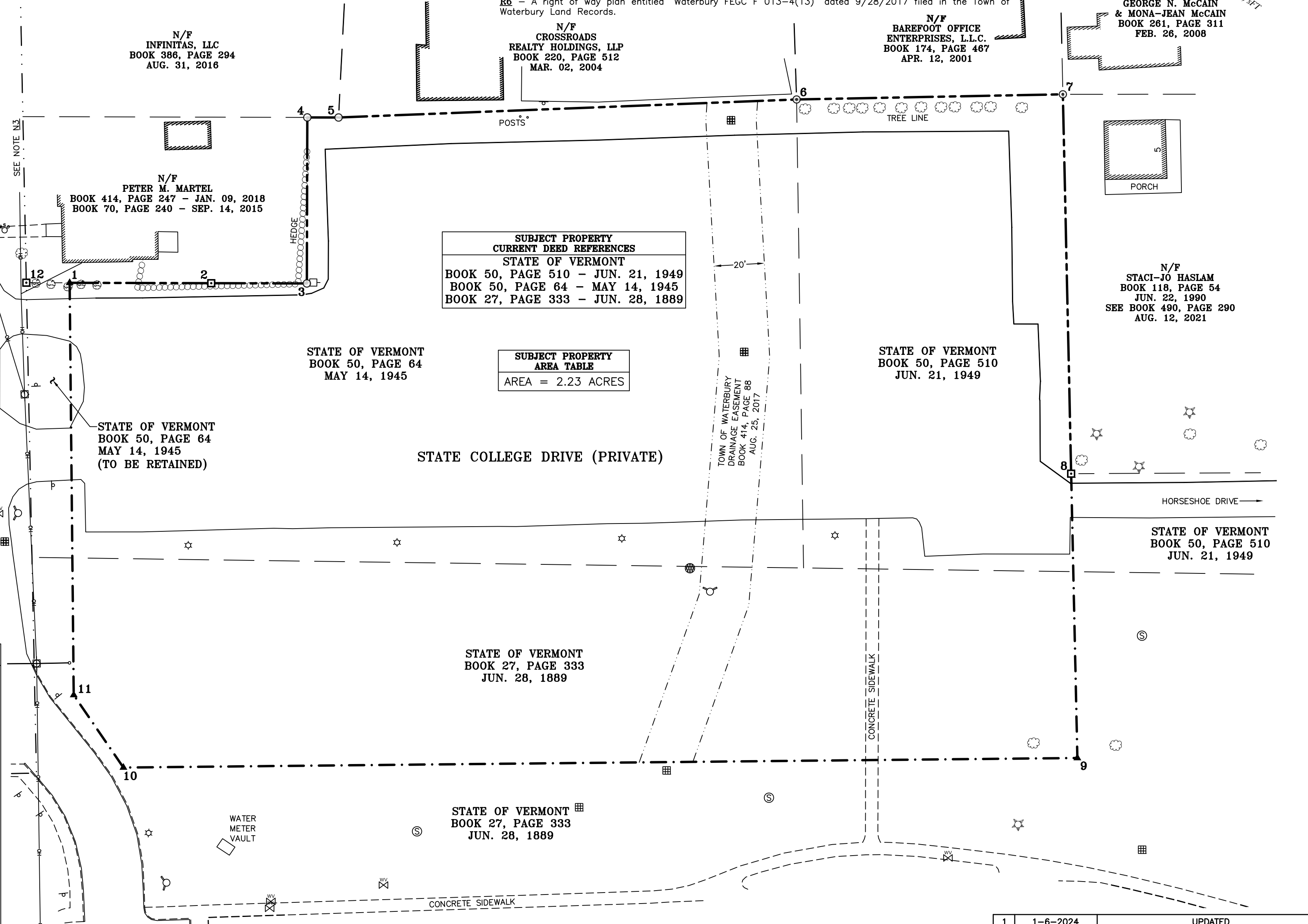
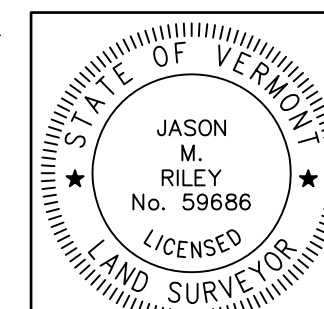
LINE	BEARING	DISTANCE
1 TO 2	S 34° 50' 30" E	56.28'
2 TO 3	S 34° 50' 30" E	38.00'
3 TO 4	N 55° 09' 30" E	66.01'
4 TO 5	S 34° 50' 30" E	12.41'
5 TO 6	S 37° 15' 16" E	182.19'
6 TO 7	S 36° 06' 36" E	105.85'
7 TO 8	S 53° 44' 59" W	150.86'
8 TO 9	S 53° 44' 59" W	113.06'
9 TO 10	N 35° 34' 23" W	379.17'
10 TO 11	N 20° 35' 30" E	34.95'
11 TO 1	N 54° 26' 03" E	163.89'



I certify that this plat is based on information abstracted from documents, parcel evidence, and physical evidence. The survey work identified hereon is consistent with this information.

I certify that this plat meets the requirements of 27 VSA Section 1403 and complies with Vermont Board of Land Surveyors Rules, Part 5.4 and 5.5, adopted under 26 VSA Section 2544(a)(9).

Signed: *Jason M. Riley*  
 Jason M. Riley, L.S. #59686



SUBJECT PROPERTY CURRENT DEED REFERENCES
STATE OF VERMONT
BOOK 50, PAGE 510 - JUN. 21, 1949
BOOK 50, PAGE 64 - MAY 14, 1945
BOOK 27, PAGE 333 - JUN. 28, 1889

SUBJECT PROPERTY AREA TABLE
AREA = 2.23 ACRES

REV	DATE	DESCRIPTION
1	1-6-2024	UPDATED

**BOUNDARY LINE ADJUSTMENT PLAT**  
**LANDS OF**  
**STATE OF VERMONT**  
**STATE COLLEGE DRIVE**  
**TOWN OF WATERBURY,**  
**WASHINGTON COUNTY, VERMONT**

SCALE: 1"= 30'	PLAT COMPILATION DATE: 4-1-2014
VSE PROJECT #: 12009	DRAWN BY: JMR SHEET 1 OF 1

**Vermont Survey and Engineering, Inc.**  
**79 River Street, Montpelier, Vermont**  
**(802) 229-9138 ~ info@vermontsurvey.com**

ORIGINAL DRAWING-INK ON POLYESTER FILM MEETING THE REQUIREMENTS OF 27 VSA 1403(b)(8)(B)