

SHARED DRIVEWAY MAINTENANCE AGREEMENT AND COVENANTS

Agreement made on this _____ day of _____, 2022, by and between **Joseph Laster (Developer) and all owners of Lots No 1-8 on a plan entitled "Subdivision of Lands of Joseph Laster, Mechanicsville Road, Vermont"** prepared by Vermont Mapping & Survey Co., LLC dated _____ (Plan) and to be recorded in the Hinesburg Town Land Records, and their heirs, executors, administrators, successors and assigns

WHEREAS Developer and Lot Owners intend for a common access roadway to service all lots as depicted on the aforementioned Plan.

WHEREAS Developer is the owner of several or all of the aforementioned lots at this time.

WHEREAS Developer and lot owners wish to make the shared access road open and available to all lot owners, their guests, invitees and employees; and

WHEREAS it is the intent of the parties that they share in the use and expenses of the roadway accessing Parcels 1-8 on the aforementioned Plan

NOW, THEREFORE, IT IS AGREED, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged:

- a. The owner(s) of Lot #1 through #8 on the Plan, and their respective heirs, successors and assigns, shall each be liable for one eighth (1/8th) of the cost of maintaining, repairing and upgrading the shared roadway which are incurred after the date of this agreement. Said maintenance includes, but is not limited to, plowing (including snow plowing) and maintenance of the surface of the traveled portion of the shared roadway.
- b. Each lot owner and their respective heirs, executors, administrators, successors and assigns shall be obligated to and solely responsible for the costs of maintaining all landscaping and vegetation located on their property in such a way that prevents said landscaping and vegetation from otherwise obstructing or impairing access and/or limit the line of sight of said shared roadway, and maintaining and repairing their respective utility services that may be located within the shared roadway, including returning the roadway to the condition it was in

prior to said maintenance or repair, except as otherwise agreed upon by the parties.

c. If agreement cannot be reached by the parties hereto, or their respective heirs, executors, administrators or assigns, as to the necessity of a particular improvement maintenance expense or whether any of the terms of this agreement have been breached, the parties agree to submit the matter to mediation as a means of resolving the dispute, the cost of which shall be divided equally between the parties.

d. All deed conveyances from this subdivision shall bear notice to the buyers of their respective obligations regarding the shared roadway.

The obligations herein shall encumber the respective lots and run with the land, and shall be binding upon all future owners of the two lots noted herein, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereby set their hands and seal this ____ day of _____ 2022. In the

Presence of:

Witness Joseph Laster

STATE OF VERMONT
COUNTY OF _____

At _____, in said county on this ____ day of _____ 2022, personally appeared Joseph Laster and acknowledged the foregoing instrument, by him sealed and subscribed, to be his free act and deed.

Before me: _____
Notary Public