

**SHARED ROADWAY AND STORMWATER OPERATION & MAINTENANCE  
AGREEMENT AND COVENANTS**

Agreement made on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Joseph Laster (Developer) and all owners of Lots No 1-8 (Lot Owners) on a plan entitled Site Layout Plan Proposed Subdivision, Laster Property Town of Hinesburg, Chittenden County, Vermont** prepared by Engineering Ventures dated 03/01/23 (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 and Lot Owners intend for a common stormwater collection, conveyance and treatment system to manage stormwater 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.

**WHEREAS** it is the intent of the parties that they share in the use and expenses of both the stormwater treatment areas and the roadway accessing Lots 1-8 on the aforementioned Plan, and;

**WHEREAS** it is the intent of the Developer to add more lots in the future that may be accessed by the roadway.

**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 (1/8<sup>th</sup>) 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. 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 (1/8<sup>th</sup>) of the cost of inspecting, maintaining, repairing and upgrading the stormwater collection, conveyance and treatment system which are incurred after the date of this agreement. The stormwater collection, conveyance and treatment system maintenance shall be performed as required by ANR stormwater permit 9220-9050 and using the operations and maintenance manual dated May 2023 (attached to this document). In addition, the owners will be responsible for the maintenance of all other service elements in the 50' Right of Way, including underground utilities, street trees, sidewalks (general condition as well as winter snowplowing) and swales. Lastly, the owners shall be responsible for the maintenance of the swales located outside of the Right of Way, on the lots themselves through a recorded easement.

- c. 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.
- d. 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.
- e. All deed conveyances from this subdivision shall bear notice to the buyers of their respective obligations regarding the shared roadway and stormwater system.
- f. If more lots are added in the future that share use of the aforementioned roadway and/or stormwater system, this agreement shall include those future lots. For example, if five additional lots are added to the original 8, each lot would be responsible for 1/13 of all shared costs addressed above.

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 \_\_\_\_\_ 2023. In the

Presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joseph Laster

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_

At \_\_\_\_\_, in said county on this \_\_\_\_ day of \_\_\_\_\_ 2023, 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