

SHARED RIGHT OF WAY MAINTENANCE AGREEMENT AND COVENANTS

This Agreement made on this ____ day of _____, 2024, by and between Bradley Jay LaRose and Karin C. LaRose and their heirs, executors, administrators, successors and assigns of one part and _____ and their heirs, successors and assigns of another part.

WHEREAS, Bradley Jay LaRose and Karin C. LaRose are the owners of a 1.4-acre +/- parcel of land and all improvements thereon located off Wortheim Road in Richmond, Vermont that is commonly known and designated as depicted as Lot #1 on a plat entitled, “Two Lot Subdivision Wastewater Disposal System Design – Bradley Jay LaRose Karin C. LaRose, 156 Wortheim Road, Richmond, Vermont. Site Plan” dated March 23, 2023, last revised on May ____, 2024 and of record in Map Slide # _____ of the Town of Richmond Land Records (hereinafter referred to as the “Plat”).

WHEREAS, _____ are the owners of a 2.4-acre +/- parcel of land and all improvements thereon located off of Wortheim Road in Richmond, Vermont that is commonly known and designated as depicted as Lot #2 on the above-referenced Plat.

WHEREAS, the above-referenced lots are benefitted by a thirty-foot (30') wide Right of Way for utilities and ingress and egress over a gravel drive to and from Wortheim Road. Both the Right of Way and the gravel drive are depicted on the above-referenced Plat.

WHEREAS, the portion of the above-referenced Right of Way and gravel drive that is in common with both lots commences at the southerly-most boundary of Lot # 1 and ends at northerly-most boundary of Lot #1, all of which are depicted on the above-referenced Plat;

WHEREAS, the parties acknowledge that portions of the existing dwelling and garage located on Lot #1 are located within the above-referenced Right of Way. Said existing dwelling and garage are hereinafter referred to as, "Lot #1 Improvements" and are more particularly depicted on the above-referenced Plat as, “Garage” and “House;

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

- a. The responsibility to provide and pay for periodic maintenance, repair, and replacement of the portion of the Right of Way and gravel drive shall be borne pro rata by the owners of Lots 1 and 2 and their heirs, successors and assigns as follows: the owners of Lot #1 and their heirs, successors and assigns shall be responsible for 18.75% of the above-referenced costs and the owners of Lot #2 and their heirs, successors and assigns shall be responsible for 81.25% of said costs. Said maintenance includes, but is not limited to, plowing and maintaining all landscaping and vegetation located within the Right of Way 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 Right of Way;
- b. Notwithstanding repairs and maintenance of utility services described in Section c. herein, the owners of Lot #2 and their heirs, successors and assigns shall be responsible for making all arrangements for plowing, maintenance and repair services of the above-referenced gravel drive and the Right of Way and for the collection of each lot owners' respective shares of the costs incurred relative thereto;
- c. Each party shall be solely responsible for maintaining, installing, replacing and repairing any utilities and any portions of the gravel drive that are exclusive to their respective lot and all expenses relative thereto. Each party shall, at their sole cost and expense, also be responsible for restoring any areas within the described Right of Way that they destroy or damage to the conditions they were in prior to their disturbance within a reasonable amount of time;
- d. If agreement cannot be reached as to either the necessity of an expense or whether any of the agreed upon covenants have been breached, the parties agree to binding arbitration as the sole means of resolving the dispute, the cost of which shall be divided equally by the parties.

- e. It is expressly agreed by all parties that the Lot #1 Improvements are for the exclusive use and enjoyment of the owners of Lot #1 and their heirs, successors and assigns and that the use of the Right of Way by the owners of Lot #2 and their heirs, successors or assigns shall in no way interfere with the use and enjoyment of said Lot #1 Improvements by the owners of Lot #1 or their heirs, successors or assigns. It is further understood that all costs of maintaining and repairing any of the Lot #1 Improvements shall be the sole responsibility of the owners of Lot #1 and their heirs, successors or assigns;
- f. It is expressly agreed by all parties that the owners of Lot #1 and their heirs, successors or assigns shall not utilize any portions of the Lot #1 Improvements in any way that shall interfere with the ability of the owners of Lot #2 or their heirs, successors or assigns to utilize and access the gravel drive or any other portion of the shared Right of Way for their intended purposes.

These obligations shall run with the land and shall be binding upon all future owners of the two (2) lots noted herein, their heirs, executors, administrators, successors and assigns.

ACKNOWLEDGMENT OF ARBITRATION

The undersigned parties understand that this agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

IN WITNESS WHEREOF, _____ hereby set their hands and seal this ___ day of _____, 2024.

In the Presence of:

LOT #1 OWNERS

Witness

Bradley Jay LaRose

Witness

Karin C. LaRose

STATE OF VERMONT
COUNTY OF _____, SS

At _____, in said county on this _____ day of _____, 2024, personally appeared Bradley Jay LaRose and Karin C. LaRose and acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me:

Notary Public

IN WITNESS WHEREOF, _____ hereby set their hands and seal this ___ day of _____, 2024.

In the Presence of:

LOT #2 OWNERS

Witness

Witness

STATE OF VERMONT
COUNTY OF _____, SS

At _____, in said county on this _____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing instrument, by them sealed and subscribed, to be their free act and deed.

Before me:

Notary Public