

SHARED ROAD MAINTENANCE AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS

THIS SHARED ROAD MAINTENANCE AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS concerns land owned by the PEGGY M. FARR REVOCABLE TRUST dated April 10, 2002 (hereinafter referred to as "OWNER") located in the Town of Richmond, County of Chittenden, and State of Vermont, and shall subject said lands and be a benefit for said lands, and to the successors and/or assigns of said lands or portions thereof.

This Agreement also concerns the use of stormwater system located on the land.

W I T N E S S E T H:

WHEREAS, OWNER owns certain property located off Randall Farm Road, so-called, in the Town of Richmond, Vermont and being further described as:

Being a portion of the lands and premises conveyed to Peggy M. Farr Revocable Trust dated April 10, 2002 by Deed dated November 21, 2002 and recorded in Volume 136 at Page 287 of the Land Records of the Town of Richmond.

WHEREAS, OWNER has subdivided the property into four (4) individual building lots and one (1) lot containing the remaining lands, as depicted on the plat entitled "Proposed 5 Lot Subdivision, Lands of Peggy M. Farr Revocable Trust, Parcel EH0180" drawn by Krebs and Lansing Consulting Engineers, dated June 10, 2021, and recorded at Map Slide ____ of the Land Records of the Town of Richmond, Vermont;

WHEREAS, each of the five (5) lots referenced above, will utilize a sixty-foot (60') wide shared right of way with a twenty foot (20) private roadway located therein, starting at the northerly sideline of East Hill Road, so-called. This roadway hereinafter is referred to as the "private roadway" described below for ingress and egress to the respective properties including the remaining land of OWNER and OWNER seeks to establish the rights and obligations regarding the shared maintenance and upkeep of the private roadway;

WHEREAS, all users of said private roadway shall be subject to and have the benefit of this Agreement regarding maintenance, repair, and upkeep of the private

roadway running, to the individual lots as depicted on the plan referenced above;

WHEREAS, the OWNER shall also use and continue to own the fee of said private roadway and shall be subject to the terms and conditions set forth in this Agreement;

AND, WHEREAS, OWNER also seeks to impose a restrictive covenant upon each of the four (4) subdivided building lots (lots #1-4) to prohibit further subdivision.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration the parties hereto agree as follows:

A. ROADWAY AGREEMENT

1. The five (5) lots to be subdivided by OWNER, are depicted on the above mentioned survey recorded at Map Slide _____ of the Land Records of the Town of Richmond, Vermont.
2. The private roadway serving the four (4) building lots subdivided by OWNER, and the lot containing the remaining lands of OWNER is twenty feet (20) wide located within a sixty foot (60) wide right of way as depicted on the above-referenced plan.
3. Each of the four (4) building lots in the subdivision to be conveyed by OWNER, and the lot retained by OWNER (lot #5) shall have the use for ingress, egress, and the placement of utilities, over and under the sixty foot (60') wide Right of Way, over which the private roadway shall run as shown on the aforementioned plat, by virtue of the creation of an unincorporated roadway association named the "Randall Farm Roadway Association".
4. The record owners of each individual lot agree to maintain and, when necessary, improve the private roadway. Furthermore, the record owners of the individual lots agree to perform repairs so as to maintain the private roadway in good and safe condition, including, but not limited to, grading, snowplowing, and snow removal.
5. The OWNER and the individual owners of each subdivided building lot agree to share in the cost of maintenance, snowplowing, and road improvement/repair expenses in equal shares for said private roadway. All costs for maintenance and upkeep shall be divided equally so each individual

lot owner shall be responsible for twenty percent (20%) of all such expenses and costs, until any further subdivision shall occur on Lot 5.

6. The individual Lot Owners whose lots are served by this private roadway shall be solely responsible for the cost of maintenance, snowplowing, and road improvement/repair expenses for each of their individual driveways which lead from the private roadway to the individual houses.
7. Upon OWNER'S sale of all of the subdivided building lots (not including the remaining land retained by OWNER), this Agreement may be amended only by the unanimous approval of all lot owners, EXCEPT for such additional uses for Lot 5, as maybe proposed for Lot 5 from time to time. Such additional uses for Lot 5 shall not require approval by the other lot owners. Any changes in the use of Lot #5 that increases the use of the private road, may require the amendment of this Agreement to allow for such changes of use, and the inclusion of these additional lot owners in the maintenance and upkeep of said private road.
8. This Roadway Agreement shall be administered by the lot owners and the OWNER in accordance with the terms and provisions set forth herein.

B. RESTRICTIVE COVENANTS

Each of the lots in the subdivision EXCEPT for the lot retained by OWNER (Lot #5) shall be subject to the following restrictive covenant:

1. There shall be no further subdivision of any of the four (4) subdivided lots (Lots #1-4).
2. Each record owner of a building lot (Lots #1-4) understands and agrees that Lot #5 shall be utilized by OWNER for agriculture and silviculture purposes, which such uses may generate noise and traffic. Said record owners shall not object to such uses.
3. Any further changes of use for Lot #5 need to be approved by Town of Richmond.

C. STORMWATER

1. The Randall Farm Road Association shall be responsible for maintaining all storm water structures as depicted on the above mentioned Plat of Survey. The cost of maintenance and repair of the stormwater system shall be shared on an equal basis (20% each) by all lot owners including the OWNER.

D. GENERAL PROVISIONS

1. This Agreement and the conditions and covenants contained herein shall be binding upon the heirs, successors and assigns of the OWNER hereto and shall run with the land described above.
2. This Agreement shall be interpreted under the laws of the State of Vermont.
3. In the event one of the record owners of Lots shall fail to pay their fair share of costs as above-mentioned then, and in that event, the other owners shall have all the rights available under the laws of the State of Vermont to collect any amounts due and owing.
4. Should the OWNER or the individual lot owners utilize the services of an attorney to enforce any of the conditions or covenants contained in this Agreement, then and in that event, the prevailing party shall be able to recover their legal fees from the other party.
5. This Agreement shall only be modified in writing with the written consent of all parties, EXCEPT as set forth in Section A7 above.
6. In the event of a dispute and if the dispute cannot be settled through negotiation, the parties herein agree first to try in good faith to settle the dispute by mediation, or some other dispute resolution procedure. The OWNER and the individual lot owners shall consult and negotiate with each other and a mediator/arbitrator in good faith in an attempt to reach a just and equitable solution satisfactory to all lot owners.

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Dated at _____, Vermont this _____ day of _____, 2021.

Witness

PEGGY M. FARR REVOCABLE TRUST
dated April 10, 2002 by Peggy Farr, its
Trustee

STATE OF VERMONT }
CHITTENDEN COUNTY, SS. }

At _____, in said County, this _____ day of _____,
2021, personally appeared PEGGY FARR, Trustee of the PEGGY M. FARR
REVOCABLE TRUST Dated April 10, 2002 and she acknowledged this instrument, by
her sealed and subscribed, to be her free act and deed, and the free act and deed of the
PEGGY M. FARR REVOCABLE TRUST dated April 10, 2002.

Before me, _____

Notary Public
My commission expires: 1/31/2023