



Josh Arneson &lt;jarneson@richmondvt.gov&gt;

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## Monday's SB Meeting

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**Peter Moore** <pmoorefish@gmail.com>

Fri, Aug 13, 2021 at 5:03 PM

To: Josh Arneson &lt;jarneson@richmondvt.gov&gt;, june.heston@richmondvt.org, William Lee &lt;williebikes@gmail.com&gt;

Cc: bard hill &lt;bard.hill@richmondvt.org&gt;, christine.werneke@richmondvt.org, david.sander@richmondvt.org

Thanks Josh.

FYI, I do not see any attachments for the Williams Hill Rd update on the Selectboard website.

Also, is the surveyor hired by the Town aware of the following document which references the "Class IV section of the TH20 after Palmer Lane" ? This was executed by the Town of Richmond in 2014.

[http://www.richmondvt.gov/wp-content/uploads/2014/03/l\\_amended-Beatty-Ln-Road-Agreement-020817.pdf](http://www.richmondvt.gov/wp-content/uploads/2014/03/l_amended-Beatty-Ln-Road-Agreement-020817.pdf)

Peter Moore  
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Richmond, VT  
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(207) 233-4353 cell

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269

February 13 A.D. 2017  
At 9 o'clock 2 minutes A.M. and recorded in  
Book 239 Page 209-210 of Land Records  
Attest: Marilyn ASA Town Clerk

AMENDED BEATTY LANE MAINTENANCE AGREEMENT

WHEREAS, Patricia Gilbert owns property on Palmer Road, Town Highway 20, in the Town of Richmond, and is subdividing her land into four lots which are accessed by the Class IV section of Town Highway 20 after Palmer Lane, and a shared right of way over Lots 1, 2, 3 and 4; and

WHEREAS, said shared right of way shall be known as Beatty Lane; and

WHEREAS, Patricia Gilbert executed the Beatty Lane Maintenance Agreement on January \_\_, 2017 and pursuant to Par. 5 wishes to amend said agreement ;

Therefore, Patricia Gilbert amends the agreement to add the underlined sentence in 2. Below, and declares that each lot shall be bound by this road maintenance agreement and subject to its terms and obligations:

1. The cost of maintenance, repair, snowplowing and any other expenses shall be shared by the owners of lots in accordance with Paragraph 2., except that the cost of snowplowing, ice removal and other winter maintenance shall only be shared by those using said portion of the roadway once a home has been constructed on the lot, completed and ready for occupancy. Notwithstanding the foregoing, any person who damages the driveway shall promptly repair same at said person's sole expense.

2. Expenses shall be due from each lot owner as follows:

Lot 1: 16%

Lot 2: 24%

Lot 3: 42%

Lot 4: 18%

If a house is not constructed on all lots, snowplowing and winter maintenance shall be shared only by the lots with a house constructed on it, in proportion to their respective length of road use. If any lot is subdivided increasing the number of users of the road, the new lots will be subject to this agreement and the percentage of expenses due from each lot owner shall be recalculated in proportion to each user's respective length of road use.

3. All decisions pertaining to the routine maintenance, including gravel, grading,

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ditching, plowing and sanding, and any capital improvements, of the shared private road shall be by a majority vote of all owners using the shared drive to access their lot, each lot shall be entitled to one (1) vote, provided however, that winter maintenance decisions shall be made by owners with houses constructed thereon.

4. In the event that any lot owner(s) fail to pay their proportionate share of the properly approved routine maintenance or capital improvement expenses, a lien on that lot shall arise in favor of the remaining lot owner(s), their heirs, successors and assigns, and upon recording a notice of such lien in the Town of Richmond Land Records. Interest shall accrue upon the amount of said lien at the rate of twelve percent (12%) per annum until paid in full. The non-paying lot owner(s) shall also be responsible for all costs and expenses, including reasonable attorney's fee incurred in collecting the outstanding routine maintenance and capital improvement expenses.

5. This Road Maintenance Agreement shall run with the land and shall be binding upon all current and future owners of the above-referenced lots, and shall be construed in accordance with Vermont law. It may be amended or modified by a written instrument signed by all four lot owners, or by Patricia Gilbert until she sells 3 lots.

Dated at Colchester, Vermont, this 8 day of February 2017.

Patricia Gilbert  
Patricia Gilbert

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Colchester, Vermont, in said county, this 8<sup>th</sup> day of February 2017, personally appeared Patricia Gilbert, who acknowledged the foregoing instrument, by her sealed and subscribed to be her free act and deed.

Before me: [Signature]  
Notary Public

My commission expires: 2/10/2019