

Shared Right of Way and Maintenance Agreement (proposed language)**Preliminary Statement:**

Lots 1, 2, and 3 are shown and depicted on a plat entitled, "Final Plat, Proposed Three Lot Subdivision for Peter M. Bingham, 59 Lower English Settlement Road, Underhill, Vermont," dated January 23, 2019, prepared by Bradford L. Holden, Land Surveyor, and recorded at Hanging File#--- of the Town of Underhill Land Records ("the Plat").

Reference is also made to a plan entitled, "Site Plan 3 Lot Subdivision, Peter M. Bingham, 59 Lower English Settlement Road, Underhill, Vermont," dated July 2018, prepared by Willis Design Assoc., Inc., Project No. 16-027 ("the Site Plan").

Lot 1 and Lot 2 are benefitted by a 50' wide shared right of way and easement over, upon, and across Lot 2 and Lot 3 for the construction, maintenance, repair and/or replacement of a driveway for access and utilities as shown on the Plat ("the Right of Way").

Lot 1 and Lot 2 are benefitted by an underground utility easement on Lot 3 as shown on the Plat.

Lot 3 is accessed by an individual driveway on Lower English Settlement Road as shown on the Site Plan.

Lot 1 and Lot 2 will share in the responsibilities and costs of construction, maintenance, repair and/or replacement of the Right of Way.

Lot 3 will have limited access to the Right of Way, but will not share in the responsibilities and costs associated with said access.

Agreement:

Lot 1 and Lot 2 shall have an easement over, upon and across the Right of Way located on Lot 2 and Lot 3 and shall use the Right of Way for such purposes consistent with the lawfully approved uses including, but not limited to, the construction, maintenance, repair and/or replacement of a driveway for access and utilities.

Costs associated with the routine maintenance, repair, snowplowing and other expenses, and the costs of capital repairs and replacement of the Right of Way that are required due to accumulated use over time shall be shared equally by the owners of Lot 1 and Lot 2. The Right of Way shall be maintained in good operating condition at all times to ensure safe access. Each of the Lots shall be entitled to receive credit for reasonable repairs and maintenance conducted or performed on the Right of Way.

If either Lot causes damage to any portion of the Right of Way due to its own use including, but not limited to, use connected to construction of a residential dwelling and/or installation of utilities, such Lot shall be responsible for the costs to maintain or repair the Right of Way, including the costs for capital repairs to the Right of Way.

This Agreement shall run with the land, and is binding upon the Lot owners and their respective heirs, executors, administrators, successors or assigns.