

## ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") is entered into as of the 10<sup>th</sup> day of June, 2020, by and among the following parties, being the owners of certain lands and premises that use Kay's Way, Fletcher, Vermont, for access to and from their residences and School Road:

SHANE SIZEN being the owner of 146 Kays Way (the "Sizen Lot");

CLOVIS and DEBRA AREL being the owners of 62 Kays Way; and

CRAIG and HEATHER BLAIR being the owners of 34 Kays Way.

The Owners listed above, and their successors and assigns, and any owners of new Lots created by the Subdivision (defined below), and their successors and assigns, are collectively referred to in this Agreement as the "Owners" and the lots benefitted by the right to use Kays Way for access are referred to collectively as the "Lots".

### BACKGROUND

A. The Owners use Kays Way for reasonable ingress and egress, to their homes situated at or near Kays Way, and for other incidental purposes, including but not limited to vehicular and pedestrian traffic and access between their lots and School Road.

B. Kays Way (the "Road") is 1,600 foot roadway shown and depicted on the sketch attached hereto as Exhibit A.

C. The Lots are benefitted by easements and rights of way over Kays Way.

D. Shane Sizen intends to subdivide the Sizen Lot into five (5) separate Lots and to construct four (4) houses thereon pursuant to the Town of Fletcher Development Review Board Decision on application #S-17-01 for Preliminary Plat Review dated October 1<sup>st</sup>, 2019 (the "Subdivision").

E. The Owners desire to memorialize their rights and obligations in connection with the use, maintenance, repair, and replacement of Kays Way in this Agreement, which shall be recorded in the Town of Fletcher land records.

### AGREEMENT

In consideration of the Background described above and the mutual covenants and agreements contained in this Agreement, the Owners agree as follows.

1. Costs to maintain, repair, and replace the Road shall be paid by Shane Sizen, as Representative of the Owners and at his sole cost and expense, from the date of execution of this Agreement until the date a certificate of occupancy by the Town of Fletcher is issued for the last of the four houses to be constructed by Shane Sizen in connection with the Subdivision (the "Construction Period"). Thereafter, costs to maintain, repair, and replace the Road shall be allocated ratably among the Owners, and their successors and assigns, and the Lots based on the length of Kays Way each Lot/Owner enjoys as follows:

- Sizen: 1,350 ft.
- Arel: 300 ft.
- Blair: 150 ft.

Provided, however, that any repairs to the Road necessitated by the negligent or intentional acts of any Owner, or their invitees or licensees, shall be the sole responsibility of such Owner. Shane Sizen, as Representative, shall be responsible for arranging for the maintenance, repair, and replacement of the Road on behalf of the Owners during the Construction Period in a condition and level of finish that is comparable to what currently exists.

Thereafter, upon the earlier of (i) the date of termination of the Construction Period; and (ii) November 1, 2021, a successor Representative shall be elected by a majority vote of the Owners, who shall be responsible for arranging and managing the maintenance, repair, and replacement of the Road on behalf of the Owners in a condition and level of finish that is comparable to what currently exists, with costs of same to be ratable apportioned and separately billed to the Owners in accordance with the formula set forth above. Any subsequent Representative shall be elected by a majority vote of the Owners. In the event any Owner unilaterally undertakes maintenance of the Road, said Owner shall be solely responsible for any costs, expenses or losses incurred due to said maintenance.

2. In the event that any of the Owners convey their Lots and/or new Lots are created and added to Kays Way pursuant to the Subdivision, any such new Owners of the Lots and/or newly created Lots, and their successors and assigns, shall be subject to the terms of this Agreement and the deeds to said new Owners shall make reference to and subject their respective Lots to the terms and conditions of this Agreement.

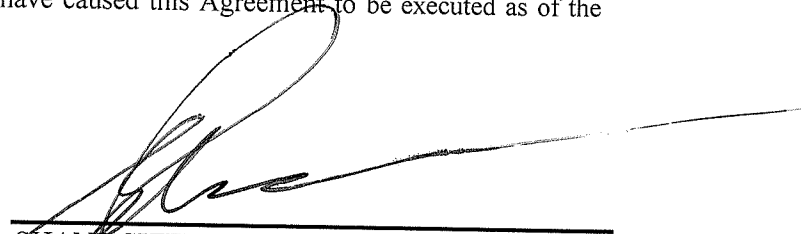
3. In the event of an Owner's failure to pay promptly the Owner's share of the costs to maintain, repair, and replace the Road, the amount of the unpaid costs, together with any and all reasonable expenses incurred by Shane Sizen in connection with the collection of any such unpaid costs, including, but not limited to, court costs and attorneys fees actually incurred, shall constitute a lien against the Owner's Lot.

4. The Owners hereby affirm that they are the sole owners of their respective Lots in fee simple and have the right to enter into this Agreement.

5. The covenants and agreements contained in this Agreement shall constitute covenants running with the land and shall burden, and inure to the benefit of, the Owners and the Lots, and their respective heirs, executors, administrators, successors, and assigns, and future Owners of the newly created Lots on Kays Way and the deeds to any new Owners of the Lots shall state as such.

6. The Parties agree that, upon execution of this Agreement, counsel for Shane Sizen, Daly & Daly, PC or counsel for Clovis Arel and Debra Arel, Doremus Kantor & Zullo, are authorized to and shall record a Memorandum or Notice of this Agreement in the chains of title for all the parcels affected by this Agreement making reference and subjecting said parcels to the terms and conditions of this Agreement in the town of Fletcher Land Records.

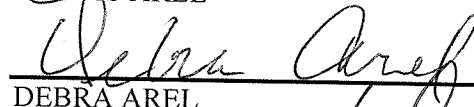
IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the dates set forth below.



SHANE SIZEN



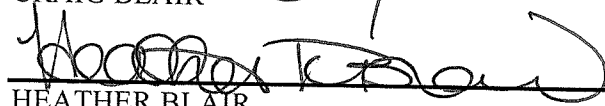
CLOVIS AREL



DEBRA AREL



CRAIG BLAIR



HEATHER BLAIR