

RECEIVED FOR RECORD

THIS 1 DAY OF April A.D. 2013
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 LAND RECORDS, VOLUME 94 PAGE 8-17
 ATTEST: [Signature]

Doc # 4775

~~TOWN OF NORTH HERO~~
 TOWN OF NORTH HERO
 WASTEWATER DISPOSAL SYSTEM
 CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this 22nd day of March, 2013, by and between PAUL D. CLARK of North Hero, CHARLES H. CLARK of Milton, Vermont and RUTH ANN HACKETT of Charlotte, Vermont (hereinafter the "Sellers") and JEAN-FRANCOIS WAGENDORP and CINDY AREVALO as Co-Trustees of the WAGENDORP NORTHLAND VERMONT LIVING TRUST under agreement dated the 22nd day of March, 2013, of Mille Mont Royal, Quebec, Canada (hereinafter "Purchaser") and PAUL D. CLARK of North Hero, Vermont (hereinafter "Clark"), all the foregoing hereby collectively referred to as the "Lot Owners".

WITNESSETH

WHEREAS, the Sellers are the owners of a three (3) lot subdivision (designated Lots #2, #3 and #4) located in the Town of North Hero, Vermont as depicted on a survey entitled "Land of Charles & Dorice Clark, Lands of Paul & Anne Clark, North Hero, Vermont" dated September 15, 2000, prepared by W. L. Gove of Gove Land Surveyor and of record in Map Slide 76A of the Town of North Hero Land Records (hereinafter the "Survey");

WHEREAS Lots #3 and #4 are serviced by shared wastewater lines, pumping/lifting stations and facilities, force main and primary and replacement wastewater disposal fields which are subject to and have the benefit of a right of way and easement for the construction, maintenance, repair and replacement of wastewater lines, pumping/lifting stations and facilities, force mains and primary and replacement wastewater disposal fields for the benefit of Lots #3 and #4, all as shown and depicted on the approved plans entitled as follows:

- A. Property Plan, Sheet 1 of 4 dated December 15, 2006;
- B. Water & Wastewater Plan, Sheet 2 of 4 dated December 15, 2006;

C. Water & Wastewater Details, Sheet 3 of 4; and

D. Wastewater Notes & Disp. Field Details, Sheet 4 of 4

all dated December 15, 2006, prepared by John M. Buermann, Jr. of Buermann Engineering, LLC and attached hereto as Exhibits A, B, C and D respectively. Said shared wastewater disposal facilities are subject to the terms and conditions of the Wastewater and Potable Water Supply Permit dated March 20, 2007 bearing No. WW-6-1472 as amended by Amendment dated February 19, 2013 bearing No. WW-6-1472-R of record in the North Hero Land Records at Volume 79 at Page 466 and Volume 93 Page 778, respectively (hereinafter referred to as the "Permits"); and

WHEREAS the Purchasers have entered into a contract with the Sellers to buy Lot #4 and to share equally in the cost of the construction of the new Shared Wastewater Facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Construction of the Shared Wastewater Disposal System:** The Sellers and Buyers shall share equally in the cost of the construction of the Shared Wastewater Disposal System.

The construction of the Shared Wastewater Disposal System shall be under the direct control and supervision of Sellers and their agents, John M. Buermann, Jr. of Buermann Engineering, LLC and Scandore Construction Company, Inc., and completed in accordance with the terms of the Permits. The funding of the costs of such construction and the payment therefor shall be governed by the terms of an Escrow Agreement by and between the Sellers and the Buyer dated the 13th day of March, 2013.

2. **Shared Wastewater System Maintenance:** The Owners of Lots #3 and #4 and their

heirs, successors and assigns (hereinafter the "Lot Owners"), shall share equally in the cost of the construction, maintenance, inspection, repair and replacement of the Shared Wastewater System, all in accordance with the aforesaid Permits. For purposes of this Agreement, a Lot Owner is any person, persons or entity owning either Lots #3 or #4. The cost of construction, maintenance, inspection, repair or replacement of said Shared Wastewater System shall also include the cost of providing electrical and telephone service to the pumping station together with the cost of the annual inspection/certification.

The individual Lot Owners, their heirs, successors and assigns shall be fully responsible for the maintenance and repair of and replacement of the septic tank, sewer lines and Advantex AX-20 Pre-Treatment Unit and pumping basin serving said lot.

The Parties will meet periodically at the written request of any of them and shall appoint a person to act as the agent for all Parties in arranging for maintenance of said shared wastewater disposal system and the issuance of assessments for same.

Each Lot Owner shall be assessed for his, her or their share of the cost of maintenance or repairs as provided above, on or before the first day of each month and payment shall be due and payable within fifteen (15) days thereafter. All assessments not paid within said period shall bear interest at the maximum legally enforceable rate. In the event that an assessment is not paid within sixty (60) days of the presentment of the bill therefor and the matter is placed in the hands of an attorney for collection, reasonable attorneys fees shall be added to the assessment in addition to the interest. Unpaid assessment of whatever nature shall be a lien upon the land and buildings of such Lot Owner who fails to pay such assessment when due, from and after the recording of a notice of nonpayment in the North Hero Land Records signed by any of the Lot Owners.

3. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators, executors, personal representatives and assigns.

4. **Arbitration of Disputes:** Should any dispute arise among the Parties concerning any matters under this Agreement, such dispute or disputes shall be subject to binding arbitration. An arbitrator will be chosen by each party. The arbitrators so chosen will choose an additional arbitrator. The arbitrators will then decide the matter or matters in dispute and their decision will be binding on all parties. In the event a party must pursue a remedy under this section, all costs of bringing said action, including attorney fees, shall be awarded to the substantially prevailing party.

IN WITNESS WHEREOF, the parties hereto have set their hands and agree as to the date first written above.

IN THE PRESENCE OF:

Mary Dandoe
Witness as to Joseph P. Bauer
For Paul Clark
imony Harker
Witness as to Remaining Parties

SELLERS:

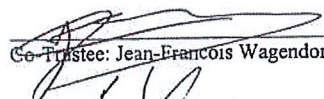
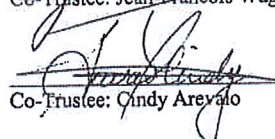
Paul D. Clark By Joseph P. Bauer, Esq.
Paul Clark by Joseph P. Bauer, Esq. *Attorney-in-Fact*
Under Power of Attorney dated 3/15/13

Charles H. Clark
Charles H. Clark
Ruth Ann Hackett
Ruth Ann Hackett

Paul D. Clark By Joseph P. Bauer, Esq.
Paul D. Clark, Individually by Joseph P. Bauer, Esq. *Attorney-in-Fact*
Under Power of Attorney dated 3/15/13

PURCHASER:

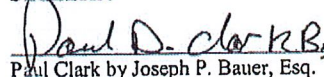
WAGENDORP NORTHLAND VERMONT LIVING
TRUST under agreement dated the 27 day of March, 2013,

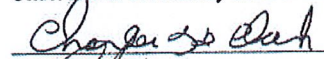

Co-Trustee: Jean-Francois Wagendorp

Co-Trustee: Cindy Arevalo

ACKNOWLEDGMENT OF ARBITRATION

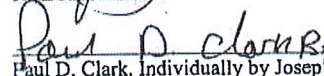
The undersigned understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement unless it involves a question of constitutional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

SELLERS:


Paul D. Clark by Joseph P. Bauer, Esq. *Power of Attorney in Park*
Under Power of Attorney dated 3/15/13


Charles H. Clark

Ruth Ann Hackett


Paul D. Clark, Individually by Joseph P. Bauer, Esq. *Power of Attorney in Park*
Under Power of Attorney dated 3/15/13