

## RECEIVED FOR RECORD

THIS 1 DAY OF April, A.D. 2013AT 3:06 PM, RECORDED IN NORTH HEROLAND RECORDS, VOLUME 94 PAGE 1-7ATTEST: [Signature] Asst. TOWN CLERK **SHARED ROAD CONSTRUCTION**Doc # 4774THIS AGREEMENT made this 22<sup>nd</sup> 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 21<sup>st</sup> 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 "Parties".

## WITNESSETH

WHEREAS, the Sellers are the owners of a three (3) lot subdivision (designated Lots #2, #3 and #4) and Clark is the owner of other lands 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 the three (3) lots owned by the Sellers together with the properties owned by Clark are serviced by an easement and right of way for vehicular and pedestrian traffic over, across and upon an existing private gravel road extending westerly from U.S. Route 2 to the premises herein conveyed. The easterly portion of the right of way extending from U.S. Route 2 to a point westerly of the pond on Lot #3 is 20 feet in width and thereafter widens to a 30 foot right of way and continues at that width to the southerly boundary of Lot #4. The center line of said right of way extending from U.S. Route 2 through Lot #3 is as shown and depicted on the Survey. The westerly 30 foot wide extension of said right of way being further shown and depicted on a plan entitled

"Property Plan, Charles H. Clark, Paul D. Clark & Ruth Ann Hackett, Northland Lane, North Hero, Vermont" dated December 15, 2006, prepared by John M. Buermann, Jr. of Buermann Engineering, LLC, Sheet No. 1 of 4, which is attached hereto as Exhibit A and incorporated herein as if set out in full, hereinafter the "Road"; and

WHEREAS the Purchasers have entered into a contract with the Sellers to buy Lot #4 and to share equally with the Sellers in the cost of the construction of the northerly extension of the access road from its terminus on Lot #2 to the southerly boundary of Lot #4.

**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 Extension of Access Road:** The Sellers and Buyer shall share equally in the cost of the construction of the extension of the access road from its terminus at or near the existing cottage located on Lot #2 to the southerly boundary line of Lot #4.

The construction of the road shall be under the direct control and supervision of Sellers and their agent, Scandore Construction Company, Inc. 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 13<sup>th</sup> day of March, 2013.

**2. Road Maintenance, Exclusive of Snow Plowing:** The Parties herein for themselves and their respective successors, heirs and assigns, shall share equally in the cost of the maintenance and repair of the Road. The cost of maintenance and repair shall include but shall not be limited to the cost of grading, purchasing, hauling and applying gravel and any other expenses reasonably related to the proper care of the Road provided, however, that no single repair expenses in excess Two

Thousand Five Hundred Dollars (\$2,500.00) shall be deemed included in maintenance or repair unless agreed to by a majority of the Parties.

The Parties shall meet periodically at the written request of any of them and shall appoint a person to act as the agent for all the Parties in arranging for maintenance of and capital improvements to the Road and the issuing of an assessment for same.

Each Party 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 each Party 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 Parties.

For the purposes of this Agreement, capital improvements shall be deemed to mean any improvement to the Road not included in the normal maintenance and repair of same which shall include without limitation any paving of the Road. No capital improvements in excess of One Thousand Dollars (\$1,000.00) shall be made and assessed to the individual Parties unless all of the Parties agree to the making of a capital improvement. Nothing contained in this section shall be deemed to preclude those Parties owning an undivided interest in the Road, who desire to proceed with a capital improvement, from completing it; however, the Parties not approving the capital improvement shall not be assessed for any part of the cost thereof unless and until their

approval is granted as set forth herein.

3. **Damages to Road Caused by Parties Or Their Agents:** If any of the Parties or their agents cause damage to the Road, said Party shall be fully responsible for the cost of repairing same and shall hold the other Parties harmless therefrom.

4. **Snow Removal:** The cost of snow removal, plowing, salting and sanding the Road shall be borne proportionately by those parties occupying the property serviced by said access road on a year round basis.

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

6. **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 Stauden  
Witness as to Joseph P. Bauer  
For Paul Clark

Timothy Hadas  
Witness as to Remaining Parties

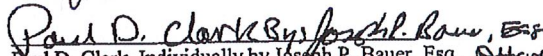
SELLERS:

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

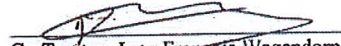


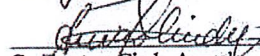
  
 Ruth Ann Hackett

  
 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 22<sup>nd</sup> day of March, 2013

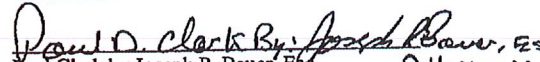
  
 Co-Trustee: Jean-Francois Wagendorp

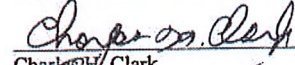
  
 Co-Trustee: Cindy Arevalo

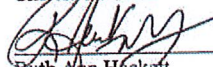
**ACKNOWLEDGMENT OF ARBITRATION**

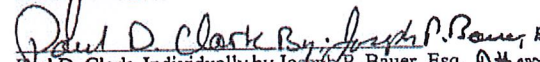
The undersigned understand that this Agreement contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement unless it involves a question of constitutional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

**SELLERS:**

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

  
 Charles H. Clark

  
 Ruth Ann Hackett

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

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THIS 1 DAY OF April A.D. 2013  
AT 3:06 PM, RECORDED IN NORTH HERO  
LAND RECORDS, VOLUME 94 PAGE 18-23  
ATTEST: [Signature]

## SHARED WATERLINE

Doc # 4776 Asst. TOWN CLERK MAINTENANCE AGREEMENTTHIS AGREEMENT made this 22<sup>nd</sup> 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 22<sup>nd</sup> 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 #2, #3 and #4 are serviced by an existing water main which delivers potable water to Lots #2, #3 and #4 from the Town of North Hero water system, which water main is subject to a right of way and easement in common with the Parties hereto, their heirs, successors and assigns and the Town of North Hero and its successors and assigns, 20 feet in width, for the maintenance, repair and replacement of said private waterline and curb stops servicing Lots #2, #3 and #4 as depicted on the above-referenced Survey, the location of said waterline being further shown and depicted on a Plan entitled "Water and Wastewater Plan, Charles H. Clark, Paul D. Clark and Ruth Ann Hackett, Northland Lane, North Hero, Vermont" dated February 15, 2006 prepared

by John M. Buermann, Jr. of Buermann Engineering, LLC being Sheet 2 of 4 and attached hereto as Exhibit A and incorporated herein; and

WHEREAS the Purchasers have entered into a contract with the Sellers to buy Lot #4 and to share equally with the Sellers in the cost of the maintenance, repair, replacement and inspection of the water supply system.

**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. The owners of Lots #2, #3 and #4 and their heirs, successors and assigns, shall share equally in the cost of maintenance, repair and replacement of the shared water main. The cost of maintenance, repair or replacement of said water main shall include the cost of any and all expenses reasonably related to the proper care of the water main.
2. The individual Lot Owners, their heirs, successors and assigns shall be fully responsible for the maintenance and repair of and replacement of any service lines extending to their properties and the associated curb stops.
3. 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 the water lines and the issuance of assessments for same.
4. Each Lot Owner shall be assessed for his, her or their share of the cost of maintenance or repairs as provided in Paragraph #1 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.

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

6. **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 J. Jaramore  
Witness as to Joseph P. Bauer,  
For Paul D. Clark

\_\_\_\_\_  
Witness as to Remaining Parties

SELLERS:

Paul 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 D. Clark  
Charles D. 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 22 day of March, 2013

Jean-Francois Wagendorp  
 Co-Trustee: Jean-Francois Wagendorp

Cindy Arevalo  
 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.  
 Paul Clark by Joseph P. Bauer, Esq. *Attorney-in-Fact*  
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Charles H. Clark  
 Charles H. Clark

Ruth Ann Hackett  
 Ruth Ann Hackett

Paul D. Clark By Joseph P. Bauer, Esq.  
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