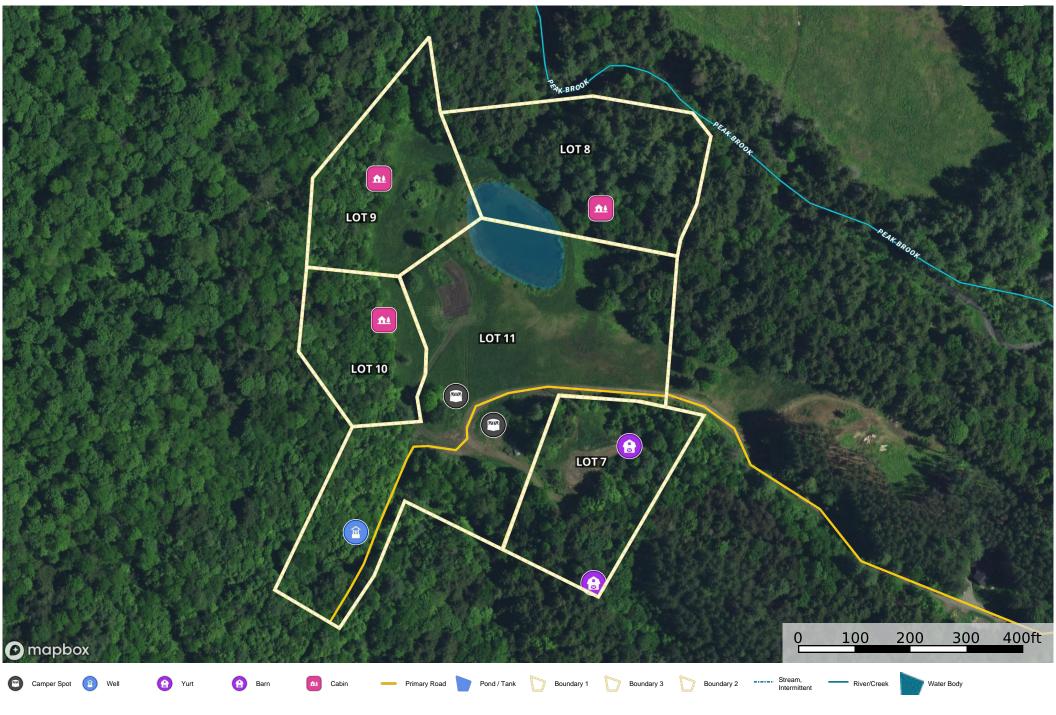
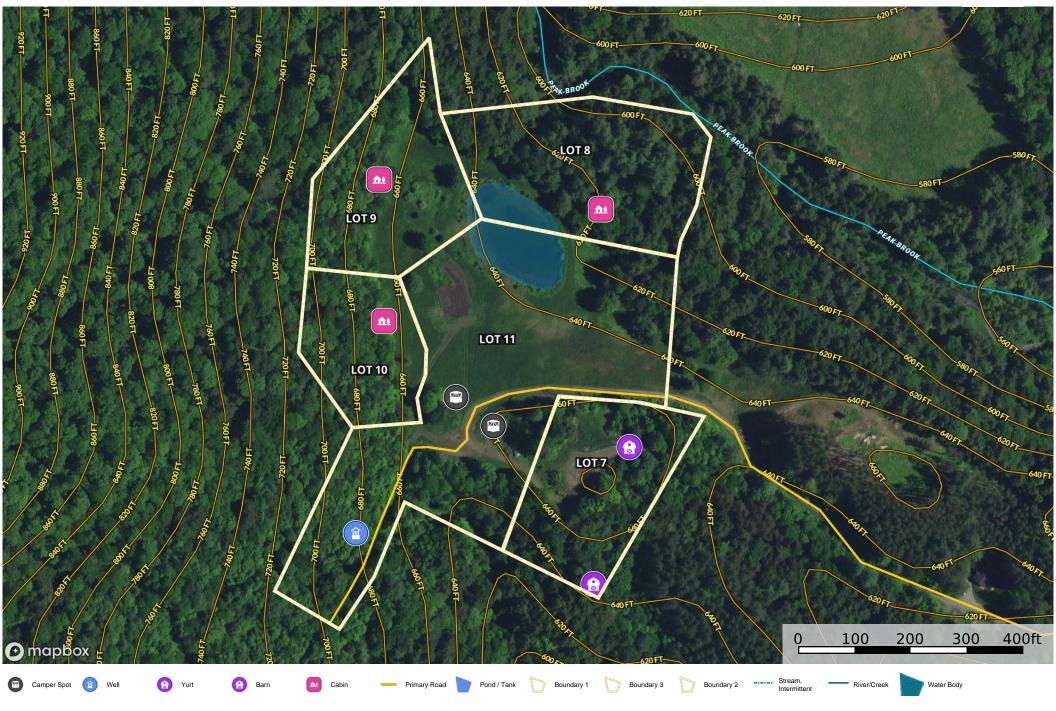
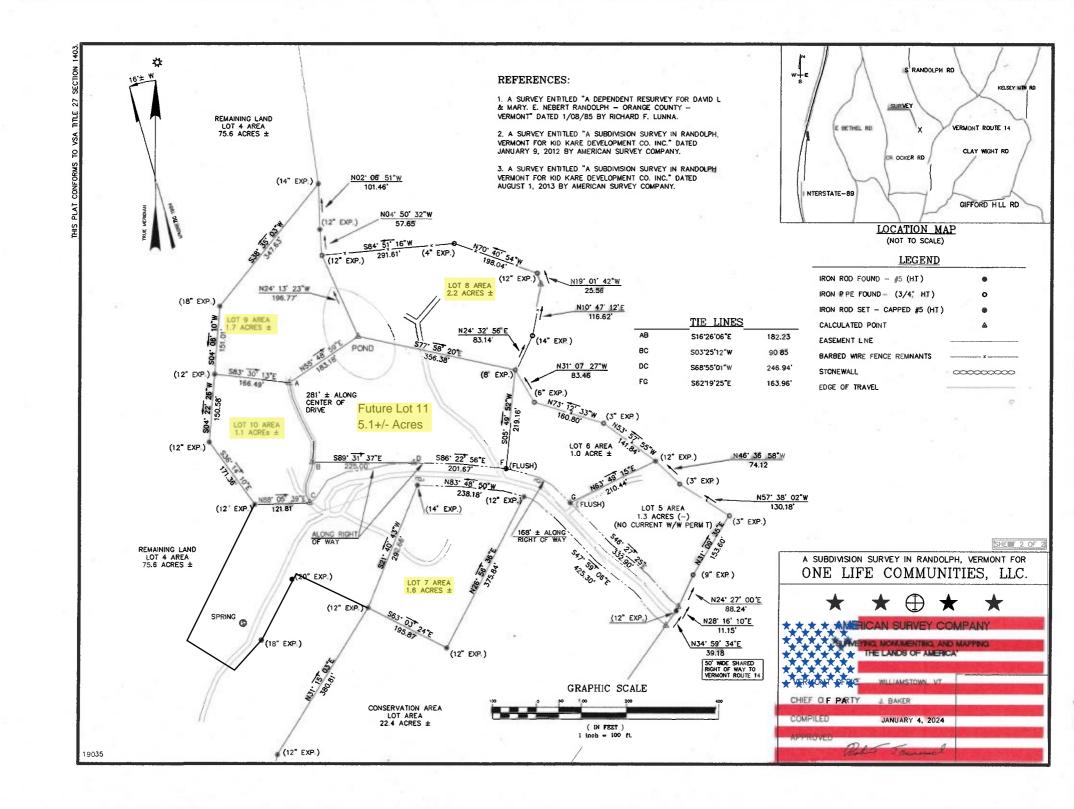
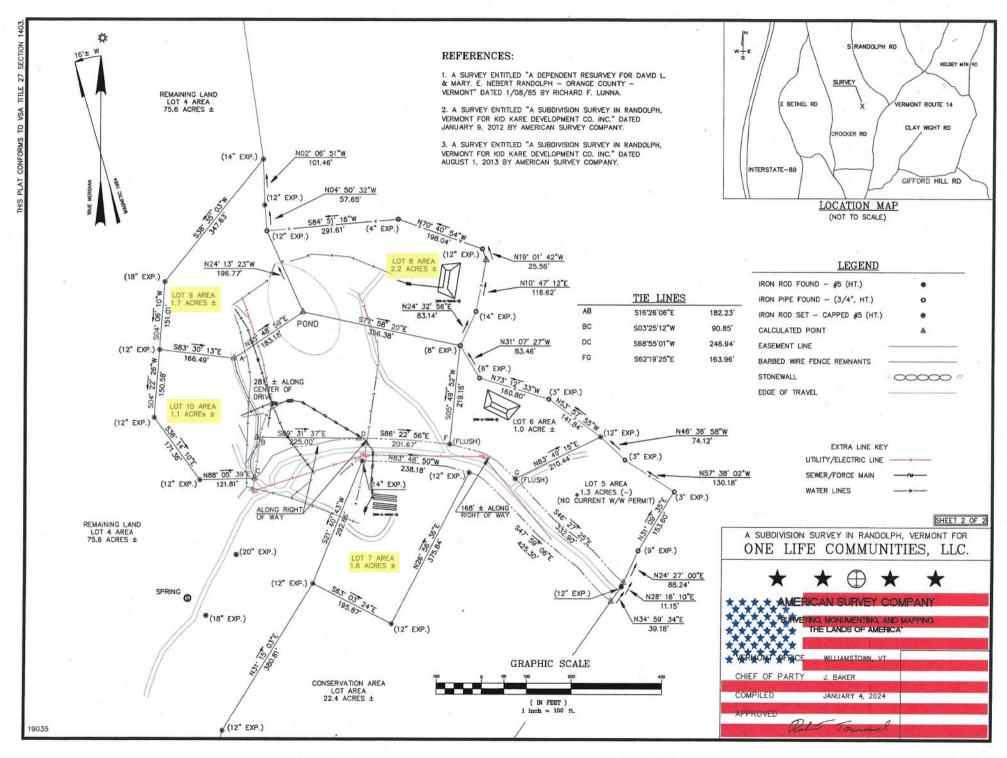
Randolph 11.7 Acres - (5 Lots) One Life Communities Vermont, AC +/-



Randolph 11.7 Acres - (5 Lots) One Life Communities Vermont, AC +/-







COMMON DRIVEWAY MAINTENANCE AND USAGE AGREEMENT

An Agreement made this original date of ,2024, by and between the undersigned applicable parcel owners and users, said Agreement being incorporated by reference and made a part of as if fully set forth into a certain "Restrictive Covenants for One Life Communities Subdivision", which is reciprocally attached hereto and made a part hereof;

1.01 WHEREAS, the common driveway (hereinafter referred to as "driveway") referred to herein is a private drive situated off of Vermont RT 14S in the Town of Randolph, Vermont, as shown as a fifty (50) foot right of way in accordance with a survey map of American Survey Company entitled "A Subdivision Survey in Randolph, Vermont for Kid Kare Development Co., Inc. compiled on August 1, 2013 and recorded on October 7, 2013 in MFC 151B of said Randolph land records and also in accordance with a survey map of American Survey Company entitled "A Subdivision Survey in Randolph, Vermont for One Life Communities, LLC", compiled on January 4, 2024 and to be recorded in the Randolph Land Records.

WHEREAS, the undersigned parcel owners are the owners and/or users of the said right of way;

WHEREAS, the parcel owners and users of Lot 1 and Lot 2 as shown on a certain subdivision permit issued by the Town of Randolph, being Permit #Z12-4 and as shown on a survey map of American Survey Company entitled "A Subdivision Survey in Randolph, Vermont For Kid Kare Development Co., Inc.", compiled on January 9, 2012 and recorded on January 26, 2012 in Book 186 at Pages 192-195 of said Randolph Land Records are existing parcel owners and users of said right of way;

WHEREAS, said parcel owners of Lot 1 and Lot 2, pursuant to Paragraph 8 of a certain "Restrictive Covenants for Lot #2, Subdivision Permit Z-12-4, Randolph, Vermont", dated October 6, 2015 and recorded on October 7, 2015 in Book 199 at Pages 124-126, are responsible for the maintenance of said common drive as provided therein for said lots;

WHEREAS, Paragraph 8 d. of said Restrictive Covenants provides that in the event that other land owned by Grantor and served by said common drive beyond the said subdivision, future title holders may be required to equitably share the obligations and costs of drive maintenance on a pro-rata basis;

WHEREAS, the grantee parties desire to enter into an Agreement with the Developer and each other regarding the costs of maintenance and improvements, as well as the management and use of, said common driveway; and

WHEREAS, it is agreed that future grantee parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The driveway shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and users; and their occupants, agents, employees, guests, services and emergency vehicles, provided that only 4WD and AWD

vehicles shall be permitted access unless with the express permission of the Driveway Manager provided for in Paragraph 3, below.

- **2. Utility Easement.** The drive shall be subject to a perpetual, nonexclusive utility easement for the purpose of permitting below ground utilities, including but not limited to, electric lines, water lines and internet lines to be connected to public utility lines and common utility lines to serve individual parcels.
- **3. Driveway Manager.** A driveway manager ("manager") shall be elected by a majority of the parcel owners, said owners to include the owners of the aforementioned Lot 1 and Lot 2, will serve a term as agreed to by said parcel owners, and can be replaced or renewed at any time by a simple majority vote of said parcel owners. The manager shall be responsible for monitoring the condition of the driveway surface and initiating maintenance activities as he or she deems necessary to maintain it.
- 4. Driveway Maintenance. Driveway maintenance and improvements will be undertaken and made whenever the Driveway Manager deems it necessary to maintain the driveway in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners to be affected by any such maintenance and improvements is required for any driveway improvements and to accept the bid for any driveway improvement contract. Before authorizing expenditures for future driveway improvements, parcel owners will be notified by the manager, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.
- **5. Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the driveway at any time.
- **6. Cost Sharing.** Driveway maintenance; snowplowing, sanding and grooming; and improvement costs shall be shared on a pro-rata basis between those parcel owners sharing access to the driveway where house construction has substantially begun. Each parcel owner's share of costs incurred shall be determined by Developer as follows: The pro-rated cost share will be based upon the percentage of driveway extending from the start of the driveway at Rt 14S to the intersection of the private drive of each individual parcel, as designated on the above-referenced Subdivision Surveys or if not so designated as otherwise designated pursuant to the provisions of the these Restrictive Covenants, where construction of any kind has begun to any significant degree on a residence, including land work. Notwithstanding the above or any other provision of this agreement, there is no duty or requirement for the Developer to maintain the driveway. Said duty or requirement is that of the grantee parcel owners, jointly and severally.
- **7. Prepayment.** Annual or monthly repayment of maintenance, snowplowing, sanding, grooming and improvement costs will be made to the manager account by each property owner. Annually or monthly, on or before a date as specified by the manager, each applicable parcel owner will contribute their pro-rated share of the estimated annual cost or monthly cost for driveway maintenance, driveway improvements and annual or monthly snow removal and sanding. The manager shall send each parcel owner a two week notice of the annual or monthly payments due.

- **8. Parcel Owners and Votes.** Each parcel, including lots 1, 2 and 4, is assessed and granted one (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).
- **9. Future Parcels.** Any additional parcels gaining access to the driveway by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing, sanding, grooming and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Common Driveway Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.
- **10. Snow Plowing.** The driveway shall be snowplowed, sanded and groomed so as to permit year round access as required by AWD and 4WD vehicles. The cost shall be shared by the parcel owners pursuant to Paragraphs No. 6 and 7 above. Individual driveway snow plowing is the responsibility of each individual parcel owner.
- 11. Account. The manager shall establish and maintain a separate account and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.
- **12. Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the driveway remains private.
- **13. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, assignees and successors.
- **14. Amendment.** This Agreement may be amended by Developer within three years of its inception date or by a three-quarters majority consent of all the parcel owners as defined above.
- **15. Enforcement.** This Agreement may be enforced either by the Developer or by a majority of parcel owners pursuant to the enforcement provisions of the attached Restrictive Covenants agreement.
- 16. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.
- 17. Notices. Parcel owners under this Agreement shall be notified by mail, email or in person in writing. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.
- **18. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

- **19. Other Agreements.** This Common Driveway Maintenance Agreement replaces all previous Common Driveway Maintenance Agreements regarding the described driveway.
- **20. Recording This Document.** Original and amended copies of this document, including added signatures, shall be recorded and provided to the Town Clerk by the manager.

IN WITNESS WHEREOF, This Agreement is signed and dated as follows:

Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
Lot No.	Date	Name	
L ot No	Date	Name	

Date	One Life Communities, LLC
	By: Stephen L. Axelrod, Manager