

SHARED DRIVEWAY ROAD MAINTENANCE AND SNOW PLOWING AGREEMENT

This Agreement is made as of _____, 20, between:

Property Owner 1: _____

Address: _____

and

Property Owner 2: _____

Address: _____

Together, the parties are referred to as the "Owners."

1. Shared Driveway

The Owners share the private driveway/road serving their respective properties located at:

The shared driveway is approximately _____ feet long and _____ feet wide.

The purpose of this Agreement is to establish each Owner's responsibilities for routine road maintenance, snow and ice removal, and related expenses.

2. Snow Plowing and Winter Maintenance

The Owners agree that snow plowing will be arranged as follows:

Plowing contractor: _____

Telephone: _____

The contractor will be requested to plow the shared driveway when snowfall reaches approximately _____ inches, or as otherwise reasonably necessary for safe access.

Unless otherwise agreed, plowing will include the shared portion of the driveway/road and reasonable access to each Owner's property.

The Owners understand that the contractor's response time may vary depending on snowfall amounts, weather conditions, road conditions, and the number of customers being serviced.

Neither Owner will direct the contractor to perform additional work affecting the other Owner's property without prior agreement.

3. Road Maintenance

Routine maintenance may include:

- Grading and smoothing the driveway;
- Filling potholes;
- Adding or spreading gravel;
- Repairing drainage problems;
- Clearing fallen branches or other ordinary obstructions;
- Maintaining culverts and ditches serving the shared driveway; and
- Other reasonable work necessary to keep the shared driveway in usable condition.

Routine maintenance expenses will be divided:

Owner 1: _____ %

Owner 2: _____ %

Unless otherwise agreed in writing, any single repair or maintenance expense exceeding \$_____ requires prior approval from both Owners.

Emergency work reasonably necessary to maintain access or prevent significant damage may be authorized by either Owner, with the other Owner being notified as soon as reasonably possible.

4. Snow and Ice Treatment

Salt, sand, gravel, or other traction materials may be applied when reasonably necessary.

The cost of such materials and application will be divided according to the percentages stated above unless the Owners agree otherwise.

The Owners acknowledge that snow and ice removal cannot guarantee that the driveway will always be free of snow, ice, or hazardous conditions.

5. Payment of Expenses

When possible, the Owners will agree on anticipated maintenance and plowing expenses before work is performed.

Invoices will be paid as follows:

Each Owner shall pay their share within _____ days after receiving a copy of the invoice or documentation of the expense.

If one Owner pays the entire invoice, the other Owner shall reimburse that Owner for their agreed share within _____ days.

6. Contractor Selection and Changes

The Owners will mutually agree upon the initial plowing and maintenance contractor.

Either Owner may propose replacing the contractor. The Owners will make reasonable efforts to agree on a replacement before the beginning of the next winter season.

Nothing in this Agreement prevents either Owner from independently hiring a contractor for work located entirely on that Owner's private property, provided that such work does not interfere with the shared driveway or the other Owner's use of it.

7. Damage to the Driveway

The Owners recognize that snowplows, heavy vehicles, spring thaw, freezing and thawing, drainage, and severe weather may cause damage to a private gravel or paved driveway.

Damage caused by ordinary use, weather, and normal plowing shall generally be treated as a shared maintenance expense.

Damage caused by the negligent or intentional conduct of one Owner, or by a contractor independently hired by one Owner, shall be the responsibility of the party causing the damage.

8. Access and Obstructions

Neither Owner shall intentionally block or obstruct the shared driveway.

Vehicles, trailers, equipment, firewood, construction materials, or other objects shall not be left in the shared travel area in a manner that prevents reasonable snow plowing or access.

Each Owner agrees to keep their portion of the driveway reasonably accessible to the plowing contractor.

9. Changes to the Driveway

Neither Owner shall make substantial changes to the grade, width, drainage, surface, or layout of the shared driveway without first discussing the proposed work with the other Owner.

Any major improvement or reconstruction project shall be agreed upon in writing, including the allocation of costs.

10. No Guarantee of Continuous Access

The Owners understand that severe weather, flooding, fallen trees, equipment failure, power outages, emergencies, or other circumstances beyond the reasonable control of either Owner or the contractor may temporarily prevent access to the properties.

The snow-plowing and maintenance obligations under this Agreement are intended to provide reasonable maintenance and access and do not constitute a guarantee of continuous or uninterrupted access.

11. Term and Termination

This Agreement begins on _____, **20** and shall remain in effect until terminated.

Either Owner may terminate this Agreement by providing _____ days' written notice to the other Owner.

Termination does not eliminate either Owner's obligation to pay their share of expenses incurred before the effective date of termination.

12. Disagreements

The Owners agree to first attempt in good faith to resolve any disagreement concerning the shared driveway, maintenance, plowing, or expenses through direct discussion.

If the Owners cannot resolve the matter, they may mutually agree to mediation before pursuing other legal remedies.

13. Entire Agreement

This document represents the agreement between the Owners concerning shared driveway maintenance and snow plowing and supersedes prior verbal or written agreements concerning these subjects.

Any amendment to this Agreement should be made in writing and signed by both Owners.

14. Governing Law

This Agreement shall be governed by the laws of the State of - Vermont Statute: Title 19, Chapter 27 - Private Roads and Private Road Maintenance.

15. Signatures

The undersigned, being the owners of the property described herein, agree to the terms of this Access Easement Agreement.

Grantor:

Name: _____

Signature: _____

Date: _____

Grantee:

Name: _____

Signature: _____

Date: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification to be the person whose name is signed above, and acknowledged that they executed this document voluntarily for its stated purposes.

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

Notary Registration/Commission No.: _____

[Notary Seal]