

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 20____, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, _____ Road (Road) is a private road situated in _____ City/Township/Village, County of _____, State of _____, and

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the Road; and

WHEREAS, it is agreed that future parcel owners or users will be bound by this agreement;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the Town Board to conduct semi-annual road reviews.

2. Utility Easement. The Road shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. Road Manager. A Road Manager shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Manager shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of all parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Manager, cost estimates will be provided, and an 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.

5. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

6. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

7. Prepayment. Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the Road Manager, each parcel owner will contribute their pro-

rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Manager shall send each parcel owner a two week notice of the annual payments due.

8. Definition of a Parcel/Parcel Owner. A parcel is defined as a land having a parcel identification number and having frontage on the road. Each parcel is assessed and granted (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). When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

9. Future Parcels. Any additional parcels gaining access to the Private Road 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 and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above.

10. Snow Plowing. The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above.

11. Checking Account. The Road Manager shall establish and/or maintain a bank checking account with a local bank, 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 road remains private.

13. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

14. Amendment. This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

15. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

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 the Agreement shall be notified by mail or in person. 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 Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

20. Recording This Document. Original and amended copies of this document , shall be recorded and provided to the Town Clerk by the Road Manager.

Signed,

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

<name> <date>

The foregoing instrument was acknowledged / Subscribed and sworn to before me on
_____ by _____

_____.

/s/ _____

Notary public, State of Michigan, County of _____.

My commission expires _____.

Acting in the County of _____/