

PRIVATE ROAD MAINTENANCE AGREEMENT

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

RECITALS

WHEREAS, _____ Road is a private road situated in _____, County of Contra Costa, State of California, and

WHEREAS, the undersigned parcel owners are the owners or users of the Roadway Property situated in _____, County of Contra Costa, State of California, commonly known as _____ Road, and described as follows:

(Roadway Property Description)

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

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Vehicle and Pedestrian Access Easement.** The Roadway Property 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 Roadway Property 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 Commission Agent.** A Road Commission Agent 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 Commission Agent 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 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 Commission Agent, 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 as more particularly noted in Paragraph No. 11 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance. The alternate surfacing approved for this project is revocable by the Fire District at any time for non-compliance with this agreement and may be made to meet specified surfacing requirements in the Fire District access standard at the sole cost of the owners and within the time frame decided by the Fire District.
- 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) or in designated parking spaces.
- 6. Prepayment.** Prepayment of maintenance 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 Commission Agent, each parcel owner will contribute their share of the estimated annual cost for

road maintenance and road improvements. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

7. Definition of a Parcel. A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. 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).

8. 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 and improvement costs incurred after the split as determined by vote of all parcel owners. If any additional parcels are created after the original Private Road 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.

9. Checking Account. The Road Commission Agent shall establish and 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 yearend balance sheet, accounting for all funds received and disbursed.

10. Annual Road Reviews by the Fire District. A Private Road serving 1 or more lots or parcels may be subject to an annual road review. The adjacent property owners will be notified of any observed improvements needed on Private Roads, and improvements must be made by the residents on the Private Road. If the improvements are not made within 2 months from notification (or within a time frame otherwise agreed to by the Fire District), the Fire District may make the improvements and bill the work to the property owners. The cost will include both the Fire District's expenses for staff time and the contractor's expenses for the actual road improvements. The costs must be fully paid within 2 months from the date of the invoice (or within a time frame otherwise agreed to by the Fire District). If the costs are not paid by this time, the Fire District may certify the costs (including both the construction and administrative costs) to the County tax roll, for all residents living on the Private Road.

11. Emergency Repairs. If the Fire District is made aware of emergency safety conditions on a Private Road, the Fire District will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the Fire District is not able to reach the Road Commission Agent, the Fire District has the authority to make emergency repairs as needed without further notification of the residents on the road. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the Town will be as described in Paragraph No. 10 above.

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 consent of all parcel owners and the Fire District.

