

## ROAD MAINTENANCE AGREEMENT

This Agreement is made this [date], day of [month], [year], by certain property owners as listed in attached Exhibit "A" ("Owners"), who will utilize or are utilizing a private easement for access to their land which easement is more fully described on Exhibit "B" ("Road Premises")

The Lot Owners ("Owners") desire to establish an agreement for the maintenance and repair of the Road Premises ("Road") for their mutual use and benefit.

In order to accomplish this purpose, the Owners agree to use and maintain the Road to the following terms and conditions:

1. Private Road. The roadway will be private. Neither the Grand Traverse County Road Commission nor the Michigan Department of Transportation will have any obligation to maintain the Road in any manner. Utility easements are provided within the right of way and dedicated to the public for sewer, water, gas, electric, telephone and cable use.
2. Meeting of Owners. For the purpose of meeting to make decisions required under this Agreement, the Owner or Owners of any two (2) parcels, may call a meeting of all Owners. An "Owner", for purposes of this Agreement, shall be the record owner of the fee interest in a parcel, or the life interest owner in the event the remainder is in a separate name. Owners shall be entitled to at least ten (10) days advance, written notice of time, place and purpose of the meeting, and a majority of the lots must be represented to constitute a quorum for the conduct of business. Notice will be sufficient if given in person or by regular mail. Those present at meeting of Owners, may, if desired, elect a chairperson to conduct the meeting. Written notice of the action taken at any such meeting, including the costs apportioned to each lot if such action is taken, shall be given in person or by regular mail to all Owners. Owners who are not present may vote by written proxy. Owners may grant a written proxy to any land contract purchaser if the Owners so desire. Unless otherwise provided, decisions shall require a majority vote of all Owners, regardless of the number of lots represented at the meeting.
3. Cost Sharing. The cost of road maintenance, improvements, plowing, resurfacing, and any other road maintenance cost will be apportioned equally to all Owners, but will not be apportioned or charged to any Owner with respect to any vacant parcel, until six (6) months after commencement of construction on any such parcel, or such construction is completed, or an occupancy permit is granted, or placement of a structure of any kind on any such parcel, whichever comes first occurs. Thereafter, the maintenance contribution apportioned to any such parcel shall be that parcel owner's share of any future road maintenance costs, but not prior road maintenance costs. The Owner of each such parcel will be responsible for payment of the share so apportioned to his or her parcel. In

addition, an Owners meeting may authorize the employment of attorneys, engineers, contractors or other advisors, and the costs thereof shall also be apportioned equally to all lots.

4. Delegation of Authority. At the meeting of Owners, the Owners may authorize one or more persons to make arrangements or agreements with third parties on behalf of all Owners. The person or persons so authorized may require a written authorization signed by the required majority. The person or persons authorized shall in no event have any personal liability for more than their apportioned share of any costs incurred as long as they acted in good faith and reasonably within the authority granted.
5. Maintenance. The Owners are required to provide for the grading, drainage and maintenance of the Road. This includes maintenance to allow for emergency service access in accordance with public agency requirements and any applicable law. The Owners shall also provide for the maintenance of the road name sign. Decisions regarding road maintenance, including any determination as to what work may be required, shall be made at an Owners Meeting in accordance with this Agreement.
6. Shoulders. In addition to maintenance or improvements of the Road surface or roadbed itself, the Owners may improve the shoulders and grass areas within the easement space and may erect mailboxes at the entrance to the Road, with the costs thereof shall be apportioned and shared by all parcels.
7. Use Restrictions. All Owners agree that the Road and easement shall only be used for the purposes of ingress and egress and the said easement shall not be used to access any property other than the described Exhibit A. It is the intent of the parties to this Agreement that the easement will be improved and maintained pursuant to this Agreement as a county road improved only by as may be reasonably necessary and convenient for the normal year round use by Owners and their respective guests, invitees and customers, and for emergency, utility services, and delivery vehicles.
8. Collection of Costs. If any Owner fails or refuses to pay their share of any costs apportioned hereunder, or otherwise fails to abide by the terms of this Agreement, such share of costs shall become a lien against that Owner's Parcel within thirty (30) days after written notice thereof is given. In addition to the lien, the defaulting Owner shall be personally liable for the payment of such share, plus any legal fees, expenses, or other out of pocket costs incurred to collect to amount due. A majority of the Owners to whom costs are apportioned shall have the right to commence legal or equitable action on behalf of all Owners against the delinquent Owner to foreclose the lien or otherwise collect the sums owed.

9. Association. By majority vote, as elsewhere herein provided, the Owners shall create an association of co-owners which shall be responsible to collect fees and to build and maintain the Road and assume and discharge any other responsibilities hereunder on such terms as they may agree, provided that no change may be made that would change the responsibility of each lot from the equal sharing of costs.
10. New Owners. By purchase of a parcel subject to this Agreement, the purchaser thereof consents and agrees to be bound by all of the terms and conditions set forth in this Agreement. This Agreement shall be recorded with the Grand Traverse County Register of Deeds and shall run with the land and bind and benefit the parcels, and the owners, thereof, in perpetuity.
11. Termination. Upon the unanimous consent of all Owners and approval of the Blair Township Board of Trustees, this Agreement may be terminated.
12. Counter-Part Signatures. This Agreement may be executed in counter-part form.
13. Indemnity. All current and future parties bound by this Agreement will forever indemnify and hold harmless Blair Township, its officials, appointees, and assigns of any requirements and/or responsibilities pertaining to this Agreement and the associated ingress/egress easement and Road. Blair Township is not obligated to perform regular inspections of the easement area or provide repairs or maintenance or upkeep, supervision of access, utility installation, or any other responsibility associated with said Road. The care and maintenance of the easement and Road is the entire responsibility of the Road's adjoining property owners of record and no other party, public or private. Additionally, Blair Township and/or its appointed officials are not bound by or in any way responsible for the legality or enforcement of this Agreement.
14. Special Assessment and Repair. Blair Township, at its sole discretion, has the ability to inspect and repair the roadway at the Owners' expense. The Township may create a special assessment district if it deems necessary. Should the Township exercise its discretion to intervene, there is, nevertheless, no further obligation to maintain or repair the Road on the part of the Township.

The undersigned hereby execute this Agreement of the date first above written.

Owner Signature Page:

Dated: \_\_\_\_\_

STATE OF: Michigan

COUNTY OF: Grand Traverse

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 200\_ by:

\_\_\_\_\_  
Notary Name:  
County of Commission:  
Commission Expires:

Dated: \_\_\_\_\_  
\_\_\_\_\_

STATE OF: Michigan

COUNTY OF: Grand Traverse

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 200\_ by:

\_\_\_\_\_  
Notary Name:  
County of Commission:  
Commission Expires: