



Sample Private Road Maintenance Agreement Thornapple Township, Barry County

**Thornapple Township, 200 E. Main St., Middleville, MI 49333
Phone: 269-795-7202 Fax: 269-795-8812**

Prior to Final Private Road approval, the property owner shall record a private road maintenance agreement with the Barry County Register of Deeds that binds the current owner(s) and successors in title for all parcels served by the private road. The owners and/or successors are bound to perpetual maintenance so long as the road remains private.

The Private Road Maintenance Agreement must include a legal description of each parcel served by the private road and shall contain the signature(s) of each current owner.

The following form is suggestive, but does contain the minimum content for any private road maintenance agreement to be in effect within Thornapple Township. Additional provisions may be added at the discretion of the developer(s)/owner(s).

This agreement in its final form must include space for the signature(s) of all persons in whom land title currently vests on each parcel served or to be served by the private road.

All signatures must be notarized.

A copy of the recorded private road maintenance agreement shall be filed with the Township Zoning Administrator.

PRIVATE ROAD MAINTENANCE AGREEMENT

_____ [Drive, Court, Trail, Street, Way, etc.]

Section _____, Thornapple Township [T43N;R10W]
Barry County Michigan

The conditions, terms and covenants expressed in this document shall run with each parcel served by _____, a private road, and shall bind current and successor owners.

1. PRIVATE ROAD EASEMENT

The easement in which the private road is on will be built is described in Exhibit A Attached and made a part of this Agreement

2. EASEMENT PURPOSES

The undersigned acknowledge the purposes of the easement described in Exhibit A are: (a) to permit construction and maintenance of a private road, (b) to provide for ingress and egress to all properties described in Exhibit B attached, and (c) to serve as a right of way for utility lines, pipes and cables including but not limited to electric, telephone, gas, television, communication, water main, sanitary sewer and appurtenants to the foregoing.

3. BENEFITING PROPERTIES

The properties served by and benefiting from use of _____, a private road, are each described in Exhibit B attached and made a part hereof.

4. COST OF ROAD MAINTENANCE

All costs associated with maintenance of _____, a private road, shall be equally divided and apportioned to each owner of benefiting property described in Exhibit B.

Owners of benefiting parcels shall appoint one of the owners to oversee maintenance of the private road. That owner will arrange on behalf of all owners all private road maintenance. The actual cost of the maintenance shall be billed no less frequently than once each year equally to each benefiting parcel owner.

Road maintenance shall include but not limited to snow plowing, grading, adding gravel, maintaining drainage ditches, repair and patching of pavement if applicable, and replacement of private road sign.

5. USE OF PRIVATE ROAD

Each owner of a benefiting parcel shall have use of the private road without any form of interference resulting from actions of any other benefiting parcel owner.

6. ENFORCEMENTS OF THIS AGREEMENT

Any owner(s) of a benefiting parcel described in Exhibit B has the right to commence an action *?at low or in equity?* against any other benefiting parcel owner(s) who may be in violation of this agreement.

The conditions, terms and covenants contained in this Agreement shall be binding as the undersigned benefiting parcel owners and their successors or assigns in title.

List parcels and owner(s) of each, providing a signature for each person having title interest.

For example, if joint title, both names and signatures must appear with an accompanying date of signature

Each owner(s) signature must be accompanied by a notary attestation