

**Proposed
WEST ELK CREEK
ROAD MAINTENANCE AGREEMENT (RMA)
FOR TRACTS _____**

THIS CONTRACT ADDENDUM made and entered into this 26TH day of July 2003 by and between _____, Sellers, and _____, Buyer(s).

WITNESSETH:

WHEREAS, the property more particularly described in the attached contract may be situated along a private road which serves as access to and from the County maintained road and/or has a private road crossing it which provides access to other parcels; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement (RMA) to deal with private road maintenance, and they have determined that it is in their best interest to establish a road maintenance agreement for purposes of providing for the upkeep and maintenance of said private road.

In order to deal with these issues, the Buyer acknowledges and agrees that:

- 1) If located on a private road, the aforesaid private road constitutes the main access to and from its residence or property to the state/county-maintained road.
- 2) If the property that is the subject of this contract has a private road across it, Buyer acknowledges that an easement for ingress and egress over said private road will be reserved in the deed to other buyers using road for access to and from their property/properties.
- 3) The undersigned covenant and agree that each property owner along said private road shall have unobstructed right of ingress and egress over said private road to and from their respective residences or property.
- 4) Buyer acknowledges that an easement for utilities will be reserved in its deed so that utility lines can be installed and maintained within the area designated on the survey of record for utility easements. Underground utilities are preferred where feasible.
- 5) Buyer agrees that it is in the best interest that said private road shall be maintained in good and passable condition as a gravel/dirt drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. A first year fee of \$500.00 (per lot or parcel served by the road) for the first year payable at closing to Woltz & Associates, Inc. as escrow agent, and \$500.00 for each year thereafter will be collected from the undersigned once a year to provide for private maintenance. In the event additional money is needed to maintain or improve the private road, a majority

vote of all the owners who use the driveway must agree in writing of any additional assessment over the \$500.00 annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

- 6) In the event any of the parcels served by the private road is subdivided, and the new tract also utilizes the private road for access, each new owner will be obligated to pay the \$500.00 annual maintenance fees and will be bound by all other terms and conditions of this agreement.
- 7) No gates shall be erected that would block a private road. However, cattle guards are permitted on private roads and shall be installed and properly maintained by the respective owner at the owner's expense and not with the funds provided by this RMA.
- 8) The property owners subject to this RMA will elect a custodian to collect and disburse monies from the road maintenance fee account. The custodian will be a property owner subject to this RMA. Each property owner shall have one (1) vote for each Tract owned. Upon election of the custodian, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road maintenance fee account.
- 9) The custodian of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.

This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs and assigns, as well as any future owner who is given rights to said private road.

WITNESS the following signatures and seals:

Seller: DATE

Seller: DATE

Buyer DATE

Buyer DATE