

PRIVATE ROAD MAINTENANCE AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between all the undersigned parties who are hereinafter referred to either singularly or collectively, as **“OWNERS”**.

THE BACKGROUND OF THIS AGREEMENT IS AS FOLLOWS:

1. The _____, a subdivision in Delaware Township, Northumberland County, Pennsylvania, duly approved by the Delaware Township Planning Commission and the Northumberland County Planning Commission and recorded in Map Book No. _____, at Page _____, in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, depicts the construction of a private street or roadway within fifty foot (50') wide right-of-way that has been or will be built by _____ in accord with the requirements, material specifications and standards established by Delaware Township of Northumberland County, Pennsylvania, acting through the Delaware Township Planning Commission and Northumberland County Planning Commission as of the date of the subdivision approval.
2. This Private Road Maintenance Agreement shall form a part of consideration for the purchase or conveyance to any grantee in the _____ subdivision and shall be binding upon all parties hereto and those parties purchasing or being granted a lot or lots, their heirs, executors, administrators, and assigns and any deed or conveyance of any part of the premises of the said subdivision plan in which the subdivision plan shall incorporate this agreement as a part thereof, as though fully set forth therein, whether or not the same are actually printed in said instrument or incorporated by reference.
3. The undersigned are all owners of real property being either unimproved or improved lots in the _____ subdivision in Delaware Township, Northumberland County, Pennsylvania. The reference to OWNERS shall mean the owners of one the lots being serviced by this private street or roadway.
4. The undersigned OWNERS do hereby wish to define or delineate their respective right and obligations with respect to the repair and or maintenance of said private street or roadway.

NOW THEREFORE, WITH THE INTENT TO BE LEGALLY BOUND HEREBY, THE UNDERSIGNED DO HEREBY AGREE AS FOLLOWS:

1. **Private Street or Roadway.** The OWNERS either singularly or collectively, acknowledge and recognize the private street or roadway found and located in Delaware Township, Northumberland County, and described on the _____ subdivision plan, is a private street or roadway and is NOT maintained by the local municipality and is for the exclusive use by the undersigned OWNERS, their heirs, assigns, and invitees, for the purpose of ingress, egress, and regress to the respective lots in said subdivision.
2. **Taxes and Assessments.** The OWNERS of land upon which the private street or roadway exists shall be responsible for all taxes and assessments imposed on their respective properties.
3. **Prorata Share.** Each of the undersigned OWNERS, either singularly or collectively, agree to pay their share of the costs maintaining and repairing the private street or roadway so that the private street or roadway remain in good and passable condition. This may include but not limited to snow removal, grading, surfacing, patching, cleaning of parallel drainage, and other regular maintenance. These costs of maintenance shall be shared equally between all the OWNERS which shall be using this driveway for access to their lots.
4. **Approval of Expenditures.** Any costs incurred by any individual or group of individuals who are a party to this agreement and which exceeds \$100 shall require the written approval of all the OWNERS executing this agreement, and if such expenditure is made without first obtaining said written approval, then the responsibility of payment of any costs or fees incurred shall be the sole responsibility of those parties contracting with the provider of the services. Authorization of maintenance shall be effective upon approval of all OWNERS after every OWNER has had at least fifteen (15) days advance written notice of the repairs or maintenance to be performed. If the parties are unable to agree upon the maintenance expenditures, then the proposed expenditure shall be presented to an independent third party agreed upon by all OWNERS for his/her review and evaluation of the reasonableness of the proposed expenditures. The opinion and evaluation of the expenditures by the third party shall be binding on all OWNERS. However, repairs and maintenance necessary to maintain the use of the private street or roadway due to conditions created by sudden and substantial storm conditions or some other unusual phenomenon, shall be an expense shared equally between the OWNERS without the necessity of authorization of all OWNERS as provided aforesaid. Nothing herein shall prohibit an OWNER from performing maintenance without authorization of the other OWNERS and absent the right to be reimbursed. Any

upgrading of the quality, or significant improvements to this private street or roadway shall not be initiated without notifying in writing all OWNERS first, and nothing herein shall be construed as requiring the sharing of costs for an upgrade or significant improvement on the of an OWNER.

IN WITNESS WHEREOF, with the intent to be legally bound hereby, the OWNERS have set their hands and seals the day and year first above written.

WITNESS:

OWNERS:

ATTEST:

DELAWARE TOWNSHIP

Delaware Township Secretary

Chairman of Supervisors