

1 Road:
2 Project:
3 A.P. No.:

4 After Recording Return To:

5 Butte County Public Works
6 **LAND DEVELOPMENT DIVISION**
7 7 County Center Drive
8 Oroville, CA 95965

9 **ROAD MAINTENANCE AGREEMENT**

10 WHEREAS, each of the parties hereto owns one or more lots within the subdivision
11 described or depicted in Exhibit "A" that will be benefitted by the roadways, utilities and drainage
12 facilities on easements described on Exhibit "B" attached hereto and incorporated herein:

13 NOW THEREFORE, it is mutually agreed by the Parties hereto as follows:

14 1. Proportionate Payment of Expenses.

15 For so long as the above-mentioned roadways, utilities and drainage facilities
16 ("works") shall exist in private ownership, the Parties hereto, their successors and assigns, shall
17 bear the expenses of the reasonable maintenance and repair of such works. It is agreed that the
18 costs of maintaining said works shall be paid by the Parties hereto, their successors and assigns, in
19 proportion to the number of lots/parcels owned by each owner and/or their successors and
20 assigns, and each owner will, upon written demand, contribute and pay his proportionate share of
21 any monies paid out or of any obligation incurred for the reasonable maintenance or repair of said
22 works under the terms and conditions as set forth herein.

23 2. Reasonable Maintenance and Repair Defined.

24 "Reasonable maintenance and repair" shall include such maintenance and repair as
25 is necessary to maintain said works in good, usable condition under all traffic and weather
26 conditions, but shall not include the enlargement of said works. This agreement shall not be
27 construed to require any owner to contribute to the cost of any enlargement of said works.

1 therein shall be expended only for maintenance and repair of the above referenced works, and the
2 number of signatures required to withdraw monies shall be specified at the time said account is
3 authorized.

4 7. Receipts.

5 Receipts for all monies received and of all expenditures made shall be preserved
6 and made available for inspection and copying by any owner, in person or by agent, for a period of
7 one year.

8 8. "Owner" Defined.

9 The word "owner", as used herein, shall mean one person in whom sole title is
10 vested. It shall also mean two or more persons who hold a unity of interest as joint tenants, as
11 tenants in common, as partners, or as husband and wife with title vested "as their community
12 property." For the purpose of determining if the owners of a majority of the lots/parcels are in
13 favor of a proposal, the affirmative vote of any spouse, joint tenant, or tenant in common shall
14 constitute approval by that lot/parcel, irrespective of the number of co-owners of that lot/parcel.

15 9. Termination.

16 This agreement may be terminated at any time by the vote of the owners of two-
17 thirds of the lots/parcels or by acceptance of the road by a governmental agency as a public road
18 to be maintained by said agency for public road purposes. Upon termination of this agreement,
19 any monies remaining unexpended shall be distributed to the then owners of all lot/parcels in the
20 same proportions as received.

21 10. Covenant Running with Land; Binding on Successors.

22 This agreement is to be construed as a covenant running with the land, and it is
23 further understood and agreed that this agreement shall inure to and bind the successors in
24 interest of the lots/parcels owned by all the parties hereto, whether by way of sale, assignment,
25 inheritance or otherwise, and it shall be applicable to such smaller lots/parcels as may be created
26 by subsequent divisions of said lots/parcels.

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Signature

Date

Typed or printed name of owner

Lots/Parcels Owned

Owner's Address

Signature

Date

Typed or printed name of owner

Lots/Parcels Owned

Owner's Address

ALL SIGNATURES MUST BE NOTARIZED.

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date *Insert name and title of the officer*

personally appeared _____
Name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**
Signature of Notary Public