

## ROAD MAINTENANCE AGREEMENT

The undersigned, owner of \_\_\_\_\_ (insert legal description) which property has access rights over, across, and through that roadway known as \_\_\_\_\_ (insert name of road, street, lane, etc.) in Crook County, Oregon enters into this Road Maintenance Agreement.

### Recitals:

- A. It is essential to the value of the parcels and for the safety of persons living thereon that the above-described roadway be properly maintained, in good condition.
- B. The undersigned has agreed to share in the cost of maintaining the roadway serving the parcels according to the formula set forth herein.

### Agreement:

The undersigned agrees to the following:

1. When repairs and/or maintenance appear to be necessary, the parties to this agreement may undertake such repairs or maintenance anywhere along the roadway upon the affirmative vote of a majority of all property owners participating in this agreement, as follows:
  - a. One meeting shall be held each year to negotiate and vote on a need for maintenance and repair on \_\_\_\_\_ (name of road, street, lane, etc.). The annual meeting shall be held on March 1<sup>st</sup> of each year and at such additional times as may be necessary in the case of an emergency. Each participating property owner shall be allowed one (1) vote per parcel to approve any maintenance or repair to be performed on the road.
2. Following the vote approving maintenance and repair, a bid must be presented to each property owner before any maintenance or repair can be performed. A majority of all property owners participating in this agreement must agree with the bid prior to the work being performed on the road. Each property owner participating in this agreement must sign a copy of the bid acknowledging that they have received and voted on the bid.
3. Repairs and maintenance to be performed on the road under this agreement shall include, but not be limited to the following: grading, filling holes and regravelling. Capital improvements (such as asphaltting) may be undertaken only on the affirmative vote of all (100%) of the property owners participating in this agreement.
4. The property owner who makes the arrangements for repair and maintenance according to the property owner's decision shall send copies of all the bills to the property owners participating in this agreement.

5. All property owners participating in this agreement shall share equally the cost of approved maintenance or repair within ten (10) days of receiving the bill. If a property owner fails to pay his or her respective share within thirty (30) days after receipt of a statement, the amount of the statement, together with interest at 9% per annum from the date of the statement, plus any attorney fees necessary to collection, shall automatically become a continuing lien against the parcel of the defaulting parcel owner. Each parcel owner's obligation to pay his or her share of the cost will be an enforceable personal obligation of the parcel owner.

6. The parcel owners shall work together to coordinate their repair and maintenance activities so as to make the repairs and maintenance as economical as possible and to minimize interference with the parcel owner's use of the roadway. To the extent reasonably possible, any repairs, maintenance or capital improvements will be obtained through competitive bidding for the purpose of cost comparison.

7. The property owners will exercise reasonable care in their use of the roadway so as not to cause more than normal wear and tear.

8. The rights and responsibilities set forth in this agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the property owners.

9. The provisions of this agreement may only be amended in writing and with the consent of all (100%) of the property owners participating in this agreement.

10. If a parcel is owned by more than one person, all the owners of a parcel will collectively be referred to as the parcel owner, and will be entitled to only one collective vote; i.e., each parcel represents one vote in the matters covered by this agreement.

11. The undersigned hereby agrees that this document may be recorded as an appurtenance to the above-described property.

\_\_\_\_\_  
Property Owner

STATE OF OREGON)

) ss.

County Of Crook )

On the \_\_\_ day of \_\_\_\_\_, 2002, the above-named \_\_\_\_\_ personally appeared and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Before me \_\_\_\_\_  
Notary Public Of Oregon  
My Commission expires: \_\_\_\_\_