

PRIVATE RIGHT-OF-WAY MAINTENANCE AGREEMENT

An Agreement made this _____ Day of _____, 2006, between *DEVELOPERS NAME* with an address at _____, PA. (hereinafter called "Developer") and Township of Penn, Perry County, Pennsylvania, a Township organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called Township).

Whereas, Developer is the owner of a certain tract of real estate situate in Penn Township, Perry County, Pennsylvania, having acquired title thereto by Deed dated _____ and recorded on _____ in Book _____, Page _____, Instrument Number _____ in the Office of the Recorder of Deeds in and for Perry County, Pennsylvania (hereinafter the "Premise") which Premises are described on this plan; and

Whereas, the Developer has made application to the Township for approval of a subdivision plan under the terms of the Township's Subdivision and Land Development Ordinance, No. 103, September 1992; said subdivision plan having been prepared on _____, by _____ and subdivision plan to be known as _____ (hereinafter called "The Plan"); and

Whereas, the parties desire to set forth a respective rights and obligations of all concerned in regard to the use and maintenance of said private right-of-way; and

Now, Therefore, in consideration of the approval of The Plan by the Township and as a condition thereto, the Developer agrees as follows;

1. The Developer shall construct the private roadway shown as _____ on The Plan. Thereafter, the Developer shall have no responsibilities for either additional contractions and/or maintenance except to the extent that it is an owner of any of the lots numbered _____ shown on The Plan. Once _____ is construction by the Developer, any use, further construction and maintenance shall be the responsibility of the owners of said lots _____ in accordance with Exhibit "A" hereto. The Developer agrees that each Deed from the Developer to a Grantee of said lots _____ shall contain the language in Exhibit "A". The Developer also agrees to put language in each Deed concerning the necessary Stormwater Easements.

2. Township shall have no liability regarding this road and shall not be responsible for maintenance and repair thereof. Township shall not be obligated to repair or maintain the road, nor accept dedication of the road unless and until the road meets township specifications for a minor street.

3. Prior to issuance of a building permit by the Penn Township Board of Supervisors, the applicant shall submit a copy of this "Private Right-of-Way Agreement", with paragraphs 1 through 6 of Exhibit "A" initialed to show their knowledge and acceptance of the requirements of this private right-of-way.

EXHIBIT "A"

1. The Premises described herein are located on a private road, _____, as shown of said plan. The road is to service and benefit the owners of lot numbers _____ on said Plan. The Grantee herein, and his or her invitees, shall have the right to use said road for ingress and egress to and from the Premises described herein for all purposes for which roads may be used in the Township of Penn, Perry County, Pennsylvania.
2. The Grantee herein shall indemnify and hold harmless the Township of Penn and its successors from any claims, demands or liabilities arising from the maintenance and repair or use of the road by persons authorized to use the road.
3. The Owners of lots _____ on said plan shall maintain perpetually the private roadway, _____ as shown on the said plan. The cost of repair, upkeep, clearing ice, snow and removal, and maintenance of _____ and its related drainage **and stormwater maintenance** facilities shall be divided equally among the owners of lots _____ on said plan. Maintenance of the private road shall include, but not be limited to the following.
 - a. Repair of any potholes
 - b. Cutting of any grass shoulders.
 - c. Repaving of the road when repair of potholes is not practical.
 - d. Snow and ice removal along with the maintenance or related Stormwater management facilities.
4. Owners of lots _____ are obligated to effectively upkeep and repair of said road and related stormwater facilities. All other decisions with regard to maintenance etc. shall be made of majority vote which votes shall be allocated by each lot having one (1) vote.
5. When costs for maintenance, upkeep and repair of the road are authorized and incurred in accordance with paragraphs 3 and 4, above, it shall be the duty of each lot owner to pay his or her pro-rata share of such costs. If any lot owner fails or refuses to pay such costs when they are due, any other lot owner legally entitled to use the road as a result of his or her ownership thereon and therein, shall have a cause of action at law or in equity to collect the same and all legal costs and expenses shall be paid by the party against whom the action is brought for failure to adhere to his or her agreement in regard to the road.
6. Acceptance of the deed by the Grantee herein constitutes agreement to the terms hereof. The provisions hereof are to be perpetual, to run with the land and ot inure to the benefit of the Grantees herein, the other owners of lots on the road and their heirs, successors, and assigns.
7. Owners of lots _____ shall install and maintain a sign erected at the entrance of this private right-of-way, which states that municipal services will not be permitted beyond this point.

Other plan specific items are to be placed after this paragraph.

In witness whereof, the Developer and the Township have hereunto set their Hands and Seals,

Attest:

DEVELOPER

State of Pennsylvania
County of Perry

On this, the _____ Day of _____, 2006, before me, personally appeared _____, known to me (or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and seals.

(Notary)

Attest:

Board of Supervisors, Township of Penn

Chairman

Vice-Chairman

Supervisor

State of Pennsylvania
County of Perry

On this, the _____ Day of _____, 2006, before me, personally appeared _____, known to me (or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and seals.

(Notary)