

Recording requested by:

When recorded mail to:
Community Development
Resource Agency,
Planning Department

PARCEL MAP NUMBER: _____

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.

Declaration of Road Maintenance Agreement (continued)

4. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
5. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.
6. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owners shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof as if this agreement were not in effect.
7. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.
8. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of the law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.
9. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.

Declaration of Road Maintenance Agreement (continued)

IN WITNESS WHEREOF, we have executed this declaration this _____ day of _____, 20____, at _____, California.

_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number
_____	_____
	Parcels & Parcel Map Number

Each signature must be acknowledged (Notarized)