## PRIVATE DRIVE MAINTENANCE AGREEMENT

## **MARATHON TOWNSHIP**

This Agreement made on the day of,, by
This Agreement made on the day of,, by the undersigned, all owners of parcels of land located in Marathon Township, Lapeer County, within the following described property:
WHEREAS, the undersigned are owners of parcels of land which do not have frontage on a public road; and
WHEREAS, the only access to said parcels is by means of a private drive easement which Marathon Township and the Lapeer County Road Commission are not obligated or permitted to maintain; and
WHEREAS, the undersigned have agreed to finance the maintenance of the private drive which provides access to their properties; and
WHEREAS, the private drive involved in this Agreement is described and shown on a survey recorded in Liber, Page(s), Lapeer County Records.
NOW, THEREFORE, it is mutually agreed as follows:
1. <u>ANNUAL MEETING</u> . Each year, on or before December 31, the owners shall meet for the purpose of approving a maintenance program and budget for the coming year.
2. <u>ASSESSMENT</u> . Each landowner shall pay an assessment equal to the owner's proportional share of the approved budget.
3. <u>FAILURE TO PAY ASSESSMENT</u> . If any landowner defaults on any assessment payment, the remaining owners may place a lien against the property of the landowner and bring suit to collect the assessment, together with any costs of collection.

4. MAINTENANCE AND REPAIR WORK. The owners shall arrange for such

maintenance and repair work as has been approved by majority vote.

5. <u>SUBSEQUENT OWNERS</u> . This Agreement shall run with the land and shall be binding on all future owners of land within the above-described property. Any owner selling land within the above-described property shall notify the purchaser of the terms of this Agreement and the fact that the new owner will be bound thereby.		
6. <u>AMENDMENTS</u> . Amendments to this Agreement may only be adopted by the unanimous written agreement of all owners.		
IN WITNESS WHEREOF, the parties have hereunto set their names the day and year first above written.		
STATE OF MICHIGAN)		
)ss. COUNTY OF LAPEER )		
Subscribed and sworn to before me this	day of,	
	Notary Public Lapeer County, Michigan Acting in Lapeer County	
I	My Commission Expires:	