

***[THIS FORM IS MADE AVAILABLE AS A SAMPLE BY THE TOWNSHIP FOR INFORMATIONAL PURPOSES ONLY. ANY DEVELOPER OR PROPERTY OWNER WISHING TO UTILIZE A PRIVATE ROAD SHOULD CONSULT WITH LEGAL COUNSEL OF HIS OR HER CHOICE. FURTHERMORE, DIFFERENT PRIVATE ROAD EASEMENT FORMS WILL HAVE TO BE USED FOR DIFFERENT SITUATIONS.]**

PRIVATE ROAD EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, _____ of _____
 (“Grantor”) on this _____ day of _____, 20__ do/does hereby create this Private
 Road Agreement, including the easement and restrictions contained herein, as follows:

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Section _____ of Alpine
 Township, Kent County, Michigan; and

WHEREAS, more specifically, Grantor owns _____ (_____) separate parcels,
 and which are legally described as follows:

Parcel 1:

Parcel :

(individually, each of the above-mentioned parcels is referred to herein as a “Lot,” and
 collectively as “Lots”); and

WHEREAS, Grantor desires to sell one or all Lots and to hereby create a private road
 and to have the private road serve all Lots; and

WHEREAS, Grantor intends that the present and future owner(s) of each Lot shall jointly and equally share in all decisions regarding the private road, as well as the maintenance, snowplowing and repair costs thereof.

NOW, THEREFORE, the following permanent easements and restrictions are hereby imposed upon the Lots and lands involved:

1. A permanent sixty-six (66) foot-wide private road easement is hereby created for the benefit of the Lots and is legally described as follows ("Easement"):

2. The Easement shall be used for private road and utility purposes only. The Easement may also be used by firefighting, emergency and other public vehicles and personnel for public services, emergencies, fires and similar events. It is intended that the Easement shall permit year-around access for vehicles and foot traffic to and from _____ (i.e. the public road) for the Lots.

3. The Easement shall be jointly maintained by the then-owners of the Lots, with the owner of each Lot paying an equal fractional share of the reasonable costs of repairing and maintaining the private road located within the Easement. The owners of each Lot shall also pay an equal fractional share of the reasonable costs of snowplowing the Easement once three (3) or more inches of snow has fallen. No maintenance, repair, upgrading of the private road or snowplowing work shall be done, however, until the owners of a majority of the Lots jointly agree on the contractor or contractors to do the work, as well as what work will be done. At the time the first house is built on one of the Lots, electrical lines and telephone lines shall be

installed within the Easement for the joint use of all Lots and the joint utility lines shall end at the cul-de-sac at the end of the Easement. The owners of each Lot shall pay an equal fractional share of the costs of installing and maintaining such common utility lines. The cost of installing such utility lines shall be paid for at the time the utility lines are installed.

If the owners of the Lots by majority vote cannot agree on the installation or maintenance of utilities or how maintenance, alteration, repair, upgrading, or snowplowing work for the private road will be done or cannot agree upon the costs thereof, the owners of the Lots shall together choose one (1) arbitrator whose decision(s) regarding such item(s) shall be final and shall bind the parties.

Notwithstanding anything contained in this Agreement, the owner of each Lot shall maintain, repair and snowplow the private road right-of-way so as to always comply with the requirements of all applicable Alpine Township ordinances and in such a manner as to assure that the private road is safe for travel at all times.

The owners of each Lot shall also pay an equal fractional share of the cost of installing the private road with the Easement in compliance with all applicable Township ordinance requirements. Such allocation of the expense of installing the private road among the owners of the Lots can be varied only by written agreement between the Lot owners as to the cost allocations, so long as the owners of one or more of the Lots in total pay 100% of the cost of installing the private road.

4. A private road sign built to the specifications of the Kent County Road Commission shall always be maintained at the intersection of the Easement with _____ (the public road) and the private road shall be given a name. No structures

(except utilities), signs, or similar items shall be placed, installed, or maintained within the Easement without the consent of the owners of a majority of the Lots, unless the arbitration procedure mentioned in Paragraph 3 hereof is utilized.

5. No vehicle shall be parked on or within the Easement, nor shall any impediment be placed, stored or maintained on or within the Easement. It is the intent of this document that the Easement shall remain free and clear to allow the owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off of the Easement.

No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Easement (or the private road therein) by any of the other lot owners benefitted by the Easement or their invitees. Normal ingress and egress and use shall include not only use by the owner or owners of each lot, but also by their family, guests, invitees, trades people and others bound for or returning from any of the properties having a right to use the private road.

6. If any part of the Easement, private road or properly placed structures within the Easement are damaged by the owner of a Lot (or by his or her family or invitees), then that owner shall be fully responsible for repairing the damage and paying for the same.

7. No Lot shall ever be further split, subdivided, divided or a common boundary line adjusted without prior zoning and land division approval by the Township. No more than one (1) residential dwelling shall be built, maintained or placed upon each Lot.

8. Grantor, their successors, and any and all future owners of any Lot shall indemnify, save and hold Alpine Township (as well as its officers, agents, and employees) harmless for, from and against any and all claims, causes of action, costs, or damages for

personal injury and/or property damages arising out of or related to the use of the Easement or the private road, or the failure to properly construct, maintain, repair, and/or install the appurtenance thereto. The owners of all properties benefited by the Easement shall be jointly and severally liable and responsible for maintaining the entire length of the private road in the Easement and to maintain the same in full compliance with all Alpine Township ordinance requirements and standards. This Agreement shall also be enforceable by the Alpine Township Board at its option. If the private road is not maintained to the requirements of all Alpine Township ordinance requirements, the owners of the Lots utilizing or benefited by the Easement shall be deemed, by the recording of this Agreement, to have petitioned for the creation of a special assessment district by the Township Board to maintain or upgrade the private road within the Easement. Alternately, the Alpine Township Board, at its option, can improve and maintain the private road so that it meets the requirements of all Alpine Township ordinances, and the Alpine Township Board can charge the owners of each Lot who utilize or are benefited by the private road for the reasonable costs of maintenance or improvement thereof, with all such costs secured by either placing a lien on the benefited Lot(s) or by placing the costs on the tax roll for the Lots.

9. If the owner of any Lot fails to pay the costs properly incurred pursuant to Paragraphs 3 or 6 hereof within thirty (30) days, such unpaid costs shall accrue interest at the rate of seven percent (7%) per annum (or at the highest interest rate permitted by Michigan law), and such costs, together with relevant interest, shall become a lien upon the Lot involved.

10. Each lot shall be used in compliance with the Alpine Township Zoning Ordinance.

11. Unless otherwise expressly approved by Alpine Township, each Lot shall have

only one (1) driveway and such driveway shall access the private road within the Easement at only one place.

12. Alpine Township and the owner of each Lot shall each have the right to enforce the restrictions and provisions of this Agreement by filing a lawsuit in the Kent County Circuit Court or other court having jurisdiction at the time. If Alpine Township or the owner of a Lot who seeks to enforce any provision of this Agreement prevails in court in whole or in part, that person as the prevailing party shall be awarded its, his or her actual attorney fees and costs. In no event, however, shall attorney's fees or costs be assessed against the Township.

13. The Easement/private road shall never serve more than the _____ Lots without zoning and land division approval by the Township, nor provide access to more than one (1) dwelling on each of the Lots.

14. If a private road entrance is secured by a security gate, retractable gate or similar barrier or mechanism, the Alpine Township Fire Chief or his/her designee shall always be given a current key, security code or other mechanism to ensure access to all portions of the private road in case of a fire or other emergency.

15. No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable writing signed by all of the then-owners of all Lots and also by the Supervisor of Alpine Township (or its successor municipality). This Agreement can be amended to add additional restrictions and covenants by the recording of a document signed by all of the then-owners of all Lots, so long as any such amendment does not attempt to remove, lessen or negate any of the restrictions contained herein which are based upon Alpine Township ordinance requirements or any Township approvals for the private road.

16. The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land and shall both bind and benefit Grantor, all future owners of the Lots and their heirs, assigns and successors in and to the land.

17. The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions.

18. The street or road covered by this Agreement is private and is not required to be maintained by the Board of Kent County Road Commissioners. See MCL 560.261. Nor shall any public funds of Alpine Township be used to build, repair or maintain such street or road.

[NAME]

[NAME]

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced his or her driver's license as identification.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

Drafted by:

