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## **ROAD MAINTENANCE AGREEMENT**

**This Road Maintenance Agreement** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the owners (collectively, the “Owners”) of parcels of land located in Delaware County, State of Oklahoma, which share access to and from the private road described below.

### **1. Private Road**

This Agreement applies to the private road commonly known as Marina Del Ray Road (the “Road”), serving access to parcels within the as shown on the survey (attached).

### **2. Purpose**

The Owners agree to share in the costs and responsibilities of maintaining the Road in a condition reasonably adequate for ingress and egress by standard passenger vehicles and emergency vehicles.

### **3. Maintenance Responsibilities**

- Maintenance includes, but is not limited to: grading, graveling, clearing debris, repairing drainage features, snow removal (if applicable), and similar tasks.
- Each Owner shall contribute equally to the cost of routine maintenance and repair unless otherwise agreed in writing.
- Major repairs or improvements (over \$1,000) must be approved by a majority (more than 50%) of the parcel owners, based on one vote per parcel.

### **4. Cost Sharing**

Each Owner agrees to pay an equal share of any agreed-upon maintenance or repair costs within 30 days of receiving notice of such expense.

### **5. Access Rights**

Each Owner shall have a non-exclusive, perpetual easement over the Road for ingress and egress to their parcel(s). This easement runs with the land and shall be binding on successors and assigns.

### **6. No Public Dedication**

Nothing in this Agreement shall be construed as a dedication of the Road for public use.

### **7. Dispute Resolution**

If any dispute arises regarding maintenance obligations or cost-sharing under this Agreement, the Owners agree to first attempt informal resolution. If unresolved, the matter may be submitted to mediation prior to initiating legal proceedings.

## **8. Term and Binding Effect**

This Agreement shall run with the land and be binding on all current and future Owners of the parcels served by the Road.

## **9. Amendments**

This Agreement may be amended in writing with the consent of at least 2/3 of all parcel Owners.

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**Executed this \_\_\_\_ day of \_\_\_\_\_, 20 by the undersigned Owners:**

**Owner Name Parcel ID / Description Signature Date**

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