

RESIDENTIAL

PUBLIC RIGHT-OF-WAY/PRIVATELY MAINTAINED ROAD AGREEMENT

**COVENANTS, RESTRICTIONS, EASEMENTS,
CONDITIONS AND STIPULATIONS GOVERNING**

WHEREAS, _____, Erie County, Pennsylvania, is the owner of a certain piece or parcel of property located within _____, Erie County, Pennsylvania (hereinafter "Owner"); and

WHEREAS, said property is commonly referred to and identified by Erie County Index No. _____ (hereinafter the "subject premises"); and

WHEREAS, Summit Township Subdivision and Land Development Ordinance regulates all subdivision and land development activity located in Summit Township; and

WHEREAS, the Owner has proposed a development with a privately maintained road not meeting the established specifications for construction of streets, of which the Owner and successor grantees of lots abutting the road would be responsible for maintenance, and subject to the terms and conditions of these Covenants, Summit Township has agreed to allow such development,

NOW, THEREFORE, intending to be legally bound hereby, the Owner hereby covenants and agrees as follows:

1. Where used in this Agreement, the term "maintenance" shall be deemed to include maintenance, repair, improvement, snow removal and ice removal, and the term "street" shall be as defined in the Summit Township Subdivision & Land Development Ordinance.
2. Construction and maintenance of an improved cartway surface for vehicular access within the (name of road) right-of-way is the responsibility of the Owner and/or the Owners of the lots fronting on said roadway, to and until such times as the said Owner and/or Lot Owners would elect or be required by the terms of this Agreement to bring all or any portions of said roadway into full compliance with public street design standards of Summit Township then in effect. Summit Township shall not have any responsibility for construction, repair, maintenance or improvement of the said privately maintained street and right-of-way.
3. Owner and/or Lot Owners, heirs, executors, successors and assigns agree to construct or build only four houses or residential structures on the property, Erie County Index No. _____, in consideration of this Agreement. Prior to the beginning of

construction of a fifth house or residential structure on the above-referenced properties, the Owner and/or Lot Owners, heirs, executors, successors and assigns shall construct and improve the privately maintained road to comply or be in compliance with the public street design standards of Summit Township then in effect.

4. Owner and/or Lot Owners' heirs, executors, successors and assigns agree not to apply for and Summit Township will not issue a building permit for any construction of a fifth house or residential structure on the above-referenced property until the development and abutting streets are in compliance with paragraph 3 of this Agreement.
5. When the Owner and/or Lot Owners have constructed and installed the roadway and/or street improvements in compliance with the public street design standards of Summit Township then in effect at the Owner's and/or Lot Owners' expense and cost, Summit Township may thereafter accept the ownership, operation and maintenance of the improved portion of said thoroughfare as part of its public road system after a petition to open the street signed by all owners of lots abutting it has been submitted to and approved by Summit Township.
6. All costs of installing, improving, altering, repairing, maintaining, or servicing of the cartway surfaces and roads, streets and/or thoroughfares shall be borne by the Owner and/or Owners of the lots of said subdivision until the same have been accepted by Summit Township.
7. No barriers, fences, curbs, or other obstructions to the free and unhampered use by any and all public and private persons of said rights-of-way, roads, and cartways shall hereinafter be permitted, or shall any building or any other structures be hereinafter constructed or erected on any part of said right-of-way or roadway.
8. The rights and privileges to use the hereinabove designated streets, roadways or thoroughfares shall extend and inure to the benefit and in favor of all Lot Owners, their heirs, executors, administrators, successors and assigns, mortgages, tenants, purchasers and to the public generally, and Owner hereby grants, conveys and declares an easement in and to said right-of-way and street to and for the benefit of Owners of lots in the subdivision and the public generally for ingress, egress, and public vehicular and pedestrian travel. This Covenant, easement and conditions shall run with the land or until such time as the public right-of-way/privately maintained street has been accepted by Summit Township.
9. The following language shall be included on the subdivision plat to be recorded:

Construction, maintenance, reconstruction and improvement of, and removal of snow and ice from the street and right-of-way known as _____ as shown on this plat shall be the sole responsibility of the Owner, Developer and/or successor and grantee owners of those lots fronting upon said right-of-way until such time as Owner, Developer

and/or successor owners of said lots shall elect or be required by applicable agreement to improve all portions of said street into full compliance with Summit Township's public street specifications then in effect and Summit Township, upon submission of a proper petition to open such street and delivery of such deeds or deductions of conveyance as are then required by law, may accept such improved roadway and right-of-way as a public street. The undersigned Owner further hereby dedicates an easement in favor of Summit Township, owners of lots in the subdivision and the public generally for use of said right-of-way for public vehicular and pedestrian travel and for ingress to and egress from any subdivision. This dedication, release and definition of maintenance responsibility shall be binding upon our heirs, executors, administrators, assigns and purchasers of land thereon.

10. The Owner and/or Owners of the lots at all times shall be obligated to maintain, repair, improve and service the public right-of-way/privately maintained road in a proper, good and workmanlike manner.
11. Approval by Summit Township of the subdivision as set forth herein shall not be deemed to impose upon Summit Township any responsibility or liability of any nature whatsoever relative to the Owner's decision to utilize a public right-of-way/privately maintained road for ingress, egress and regress, the imposition upon the Owner and successor owners of the lots abutting the street for construction or maintenance of the street, the future maintenance or repair of said private road and/or any and all claims, actions, injuries, losses and caused of action arising out of the construction, repair, or maintenance of the street and/or the failure of the Owner or successor and grantees to properly construct, maintain or repair the street.
12. Owner and Owner's heirs, executors, administrators, successors and assigns do hereby agree to indemnify and hold harmless Summit Township, their agents, servants and/or employees from, against, for and in respect to any and all damages, losses, obligations, liabilities, claims, deficiencies, costs and expenses, including but not limited to, reasonable attorney's fees and other costs or expenses incident to any suit, action, investigation, claim, or proceeding suffered, sustained, incurred or required to be paid by Summit Township on account of the approval of the within subdivision, the use of the public right-of-way/privately maintained road, and the maintenance, repair, plowing, servicing, etc. of such road.

It is the purpose and intent of this paragraph to indemnify and hold harmless Summit Township from any claims, suits, judgments, costs, expenses and losses as a result of personal injury or death of any person and protection and indemnity from any claims, suits, judgments, costs, expenses and losses for damage to any property, whether or not the personal injury, death, or property claim or loss was caused in part or in whole by Summit Township's actual negligence, actions or inactions.

- 13. With respect to any suit, action, investigation, claim or proceeding for which indemnification is claimed by Summit Township, Owner shall promptly and immediately defend, contest, settle, compromise or otherwise protect Summit Township against any such suit, action, investigation, claim or proceeding at Owner's own cost and expense.
- 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, grantees and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this instrument to be executed by their duly authorized officers this ___ day of _____, 20__.

WITNESS/ATTEST:

SUMMIT TOWNSHIP

BY: _____
CHAIRMAN OF THE BOARD

OWNERS

#213665

COMMONWEALTH OF PENNSYLVANIA)
) §
COUNTY OF ERIE)

On this, the _____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared _____, Chairman of the Summit Township Board of Supervisors, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MY COMMISSION EXPIRES:

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) §
COUNTY OF ERIE)

On this, the _____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

MY COMMISSION EXPIRES:

Notary Public