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ROAD MAINTENANCE AGREEMENT — RIVERBEND ESTATES

1. **Parties.** The parties hereto are the owners of adjoining parcels of land.
2. **Purpose.** The purpose of this agreement is to establish a means for the repair, maintenance and improvements of the above-referenced road and any emergency access that will be equitably shared among the parties utilizing the road.
3. **Consideration.** The considerations for this agreement are the mutual benefits to be derived by the parties, their heirs, successors, and assigns.
4. **Agreement.** The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain said road and to perform repairs so as to maintain the road in good and safe condition in accordance with the standards set forth. The owners of the above-referenced land shall, at their own expense, repair, maintain and improve the above-referenced road to, at a minimum, Humboldt County Subdivision Regulation Standards in effect at the time of filing of the above-referenced properties. The road repair, maintenance, and improvements responsibility will be equally shared among the landowners by individual tracts. The parties hereby agree to share in the cost of such maintenance, repairs and improvements pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event that a party's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, paving, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.
 - A. The Homeowners Association (HOA) will be responsible to pave the road in phases as the individual parcels are sold or at the Association or the Declarant's discretion based on expected lot completion. Property owners may have the option to cover the cost of paving through a Road Improvement District (RID) with the assessment applied to their property taxes or to pay their portion in full at the time of completion.



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5. **Committee/Board.** A committee/board will be formed either by election or appointment to oversee the repair, maintenance, and improvement of Riverbend Estates. All parcel owners will vote on said maintenance and improvements with estimated costs by a ruling of the majority of property owners and shares. The committee/board will determine an annual fee to be paid by each property owner for the repair, maintenance, and improvement of the road. A meeting may be held between the owners at specific time intervals or called when required, to discuss the specifics and responsibilities in ensuring the road is kept at the above-referenced standard.
6. **Persons Bound by Agreement.** The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties and shall be deemed to be an obligation running with the land.
7. **Termination of Agreement.** This agreement shall remain in full force and effect until such time as city, county, state, or federal authorities install some other arrangement to facilitate maintenance of said road.
8. **Enforcement of Agreement.** This agreement may be enforced by all remedies available under Iowa Law, including the placement of a lien against the property, or properties, of an owner who does not pay their share of the repairs, maintenance and improvements as required per the Humboldt County Subdivision Regulations requirements, or any maintenance deemed necessary by the majority of the parties of this agreement that utilize the road. If legal action is taken to enforce this agreement, the successful party or parties shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

*Enforcement of the ROAD MAINTENANCE AGREEMENT for the **Riverbend Estates**, Humboldt County shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the aforementioned restrictions, either to restrain violation or to recover damages.*

This conveyance is made SUBJECT TO all easements, restrictions, and condition of record as the same may lawfully apply to the real estate herein conveyed.

Invalidation of any one of these conditions, covenants, or restrictions, by judgment, or by court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.



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Reference is hereby made to the aforementioned deed, plat, and other instruments in the chain of title for a more particular description of the property herein conveyed.

Representing the following Phases:

Phase 1

Phase 2

Phase 3

**ROAD MAINTENANCE AGREEMENT —
RIVERBEND ESTATES**

Landowner

Date

Landowner

Date

STATE OF IOWA)
) ss.

County of

On this _____ day of _____, 20____, before me, a notary public in and for said State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)

*Notary Public for State of Iowa
Residing at Humboldt County, Iowa
My Commission expires _____ County*