

## **MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the Town of Springfield, a body corporate and politic (hereinafter referred to as the “Town”), and Springfield, (hereinafter referred to as the “Owner”), is a contract between these parties, and their successors in interest, executed for the purpose of defining the obligations of the Owner and to the Town concerning the maintenance and care for a single-purpose road serving certain real estate by a Single Purpose Road.

### **WITNESSETH**

**WHEREAS**, The Owner is the title holder of certain real estate located in the Town which is legally described as shown on Attachment A to this Agreement (the “Property”). The Owner desires to create a residential lot (the “Lot”) from a portion of the Property. Access to and from the Lot will be over an access easement recorded against the Property in favor of the Lot.

**WHEREAS**, the Town and the Owner desire to enter into an Agreement to protect the interests of both parties by agreeing that the Town will make and install necessary improvements required by the Town to meet modified Town standards and assuring that the access will be maintained to the Owner; The Town agrees to maintain the roadway to a set of standards:

Criteria for Single Purpose Roads are as followed:

1. Maintain the single purpose roads at 14’ wide CABC or recycled asphalt with 10” base coarse thickness.
2. No chip sealing or blacktop unless paid 100% by owner (anything over the minimum base course to be paid by owner).
3. Bump outs will be added at time of reconstruction if needed, shared cost 60% town–40% owner.
4. Cul-de-sac or hammerheads may be required to be built if a split is exercised or a rezone occurs-100% of cost the responsibility of owner.
5. All single purpose roads required to have a hold harmless agreement if no cul-de-sac or hammerhead.
6. Snowplowing as needed but regrading and mowing will be a maximum of 2 times per year.
7. The Town may assess a maintenance fee for Single Purpose Roads in the future, based on the 2010 State Aid. This amount will be reviewed every 3 years. Amount assessed will be included on the property tax bill, unless other arrangements are made with the Town.
8. Single purpose roads will be maintained including ditching and will be prioritized on a yearly maintenance cycle.

**NOW, THEREFORE**, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Access Easement and Road. The access easement shall be a 66-foot area of land connecting the Lot to the adjacent Town Road known as \_\_\_\_\_. The access easement shall be improved to meet the Town's Access Road Standards, a copy of which is attached. The specifications for the work to be performed shall be provided to the Owner by the Town Engineer. The required work shall be known as the "Work."

2. The Owner of the properties that the SPR serves shall be responsible for all costs or charges related to the upgrading above the Town's minimum standards, unless the Town and the Owner expressly agree, by addendum to this Agreement, that certain costs or portions of certain costs are waived.

3. No Waiver

Except as expressly provided herein, nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Owner by the Town.

4. Amendment

The parties may amend this Agreement only by executing an express mutual written amendment.

5. Assignment

This Agreement shall not be assigned by any party without the express written approval of the other party, which approval shall not be unreasonably withheld.

6. Binding Effect

This Agreement shall be binding upon the parties, upon their personal representatives and heirs, and upon the successors and assigns of the parties.

7. Storm Water Work.

The Owner agrees to construct required storm water work consistent with the requirements of Dane County's erosion control permit.

8. Breach of Agreement.

If at any time this Agreement or any part hereof has been breached by the Owner, or if satisfactory progress has not been made on the construction of the Work, the Town shall give written notice of the Breach to the Owner advising the Owner of the Breach and giving the

Owner ten (10) days to cure, except in an emergency. If the Owner fails to cure the Breach within the stated period, or if the Town acts in an emergency to mitigate damages which would otherwise cause substantial harm, the Town may draw upon the security provided in this Agreement. The Town may also enforce this Agreement by withholding acceptance of dedication of Work. In the event that the Town is required to commence legal action to enforce this Agreement, and prevails in such action, the Owner shall pay the Town's actual attorneys' fees and expenses.

9. Guarantee and Succession.

The Owner agrees that the obligations of this Agreement are for the provision of public infrastructure such that the performance of the obligations herein by the Town would constitute work for which the Town would be authorized to levy special assessments or charges. The provisions of this Agreement shall run with the land and be binding upon all subsequent Owners of the Real Estate. The Town may record this Agreement against the Real Estate in order to place future purchasers on notice of the terms and conditions of this Agreement.

**WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE TOWN OF SPRINGFIELD:**

\_\_\_\_\_  
Town Board Chairperson

**ATTEST:**

\_\_\_\_\_  
Town Clerk/Treasurer

**FOR THE OWNERS SERVED BY THE SPR'S**

By: \_\_\_\_\_

By: \_\_\_\_\_  
date

**ACKNOWLEDGEMENT**

Came before me the above-named, on the date stated above, and acknowledged this Agreement.

\_\_\_\_\_  
Notary Public, State of Wisconsin date  
My Commission: \_\_\_\_\_