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Lilli Ingrasci Parcel Map PM08-002 Road Maintenance Agreement

Nevada County Recorder
Gregory J. Diaz
Document#: 20200022113
Friday September 04 2020, at 10:36:22 AM
Rec Fee:\$39.00 CC:\$75.00
Paid: \$114.00
Recorded By:AM

Recorded at the Request of:

Lilli Ingrasci

And When Recorded Mail To:

Lilli Ingrasci
Post Office Box 284
Cedar Ridge, California 95924

**PARCEL MAP PM08-002
ROAD MAINTENANCE AGREEMENT**

WHEREAS, The Undersigned Property Owner desires to create
An entity and mechanics for the maintenance of roads and easements within and
adjacent to that certain tract of land as shown on Parcel Map PM08-002 for Lilli
Ingrasci, recorded in that office of the County Recorder, County of Nevada, State
of California on the 4th day of September 2020, in Book 21 of
Parcel Maps , at Page 70 , and hereinafter referred to as "development,"

WHEREAS, the party to this instrument are about to sell, dispose of and
convey said parcel of land so owned by them and for the purpose of enhancing the
value of said property and deeming it to be to the advantage and best interest of the
owners of said real property and impose on said parcel of land and to create
thereon a road and fire facilities maintenance agreement.

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NOW THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained, the undersigned hereby certify and declare that she has established and does hereby establish that there is hereby imposed on said property, covenants, conditions and restrictions relating to road maintenance hereunto set forth for the period hereinafter mentioned, subject to which all parcels or portions of said property shall be held, used, leased, sold and conveyed, all of which are for the benefit of said property and of each and every owner thereof and which shall inure to the benefit of said property and whether said maintenance agreement be set forth in subsequent conveyances or not, said agreement shall nevertheless continue and shall remain in full force during said periods and shall be deemed and treated as covenants running with the land and shall bind the heirs, successors, assigns and legal representatives of the parties hereunto.

THIS DECLARATION is made on the express conditions subsequent each of which are the essence of the consideration hereof and form a part of the general scheme restricting the use of the above described property for the mutual benefits and advantages of the parties hereto and of the purchasers thereof and are intended to enhance the value of said properties and to increase its desirability for residence purposes and which conditions subsequent are as follows, to-wit:

1. It is hereby agreed and declared that each lot within and adjacent to the "Development" shall bear their pro-rata share of any and all costs required for maintenance, repairs, and snow removal of Boundary Way and common drives and parking within said "Development" under the terms and conditions as set forth herein. Pro-rata share shall be based on actual traffic trip generation for passenger

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vehicles and trucks as determined by County development permit records or as determined by the property owners based on traffic and truck counts.

A. General

Boundary Way east of Grass Valley Avenue shall be solely maintained by Parcel 4 of said map. Boundary Way west of Grass Valley Avenue shall be maintained on a pro-rata basis by Parcel 1 and 2 of said map. Boundary Way shall be used by all owners of properties within the development bounding thereon for ingress and egress and/or utilities. The use and maintenance of common drives and parking may be established from time to time by subsequent reciprocal parking and access agreements.

B. Right-of-way The right-of-way created by said easements shall be maintained in a good, passable condition under all traffic and weather conditions.

C. Erosion Protection Plan Erosion within the "Development" shall be controlled at all times using best management practices.

D. Frequency of repairs and snow removal Repairs and/or snow removal on the said roads shall be required when a majority of the owners of properties using a particular road segment reach an agreement that repairs are needed. Pursuant to this agreement such owners may elect to obtain three bids from reputable contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said street with each

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owner bearing his pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not.

- E. Fuel Modification Each property owner shall maintain a 10-foot vegetative clearance from the top-of-cut or toe-of-fill along Boundary Way on said property owner's own frontage. Additionally, each property owner shall maintain other brush and vegetative clearances as required by State and Local law, around driveways and structures.
- G. Individual damages Every owner of property who shall cause or allow, in any manner, said private roads or fire facilities to be used, or altered by vehicular traffic or otherwise, thereby causing damage thereto, as may be determined by a majority of the owners of properties bounding thereon, shall bear as his responsibility the costs and expense of repairing such damage.
- H. Non-payment If a dissenting owner shall not pay his pro-rata share of costs and expenses immediately upon receiving his bill for the same, the remaining such owners shall be entitled without further notice to institute legal action for the collection of funds advanced in behalf of such dissenting owner in accordance with the provisions California Civil Code, Section 845, and shall be entitled to recover in such action, in addition to the funds advanced, interest thereon at the current prime rate

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of interest, until paid, all costs and disbursements of such action, including the sum as and for a reasonable Attorney's fee in such amount as the court may fix.

- I. Tie Breaking In situations where there are only two parcels or any other even number of parcels within the "Development," and if a situation arises where the two owners or a majority of the owners cannot agree upon a course of action with respect to repairs and cost sharing, they shall, within 30 days of receiving written notice from any dissenting owner agree upon a disinterested third party to review the situation and cast the tie breaking vote. If after 30 days no mutually acceptable third party can be agreed upon, then the owner requesting the highest cost of repairs may make the repairs and seek reimbursement from the other owner(s) under the provisions of paragraph (H) above, titled "Non-payment."

2. EASEMENTS

- A. Reservations The following easements over each lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees as shown upon said Parcel Map.
- B. Use or maintenance by owners The areas of any lot affected by the easements reserved herein shall be maintained continuously by the owner of such lot, and no structures, plantings or other material shall be placed or permitted to remain or other

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activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company or district is responsible.

- C. Liability for use of easements No owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the map except in cases of negligence.

3. REMEDIES

- A. Enforcement Declarant and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- B. Cumulative rights Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this declaration shall be held to be a waiver by that party of any right available to him upon the

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recurrence or continuance of said violation or the occurrence of a different violation.

4. TERM

The provisions of this agreement, pertaining to road maintenance conditions and restrictions and easements shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the subdivision forever, or until such time as the said private roads are dedicated to and accepted for use as public streets or thoroughfares by municipal government lawfully exercising jurisdiction over said private roads.

5. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from declarant or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Committee. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the other lots or parcels in the Development to keep, observe, comply with and perform all of the provisions of this Declaration.

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6. SEVERABILITY

Every provision of this declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

7. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

8. PERMANENT ROAD DIVISION OR MASTER ROAD MAINTENANCE AGREEMENT

This Declaration shall be subordinate to any active Permanent Road Division (PRD) or other public or semi-public maintenance entity that is established and provides the required maintenance. This Declaration shall remain in effect with respect to any roadways not maintained by an active PRD or other public maintenance entity.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.



LILLI INGRASCI

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Nevada

On May 27, 2020 before me, Michael Roberts, Notary Public, personally appeared
(here insert name and title of the officer)

Lilli Ingrasci

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public Seal

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

