

PRIVATE ROAD MAINTENANCE AGREEMENT

BETWEEN:

_____, a person(s) having an ownership interest in the private road forming the subject matter of this agreement (“the Road Owner”)

OF THE FIRST PART

- and-

_____, a society incorporated under the *Societies Act* of Nova Scotia (“the Association”)

OF THE SECOND PART

IN THE MATTER OF _____,
 (“the Private Road”)

WHEREAS the Road Owner has an ownership interest in all or a portion of the Private Road.;

AND WHEREAS the Association wishes to engage in the maintenance of the Private Road, including, but not limited to snow ploughing and removal, gravel fill and grading;

THEREFORE in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. This agreement is with respect to the maintenance of the above referenced Private Road, which in addition to the travelled portion of the Private Road includes the portion of the road and right of way which is not used for vehicle traffic and is available for installation of services or is shoulder, ditch or buffer.
2. The Road Owner hereby grants the Association permission to maintain the Private Road, including culverts, retaining walls, sidewalks, curbs and gutters that are associated with the Private Road, including all work required to maintain the road in a serviceable condition year round and may include snow removal, grading, ditch and culvert and bridge repair and brush clearing.
3. This agreement does not provide for the construction or capital improvement of the Private Road.
4. The Association shall obtain and renew as necessary all licences, permits and approvals which may be required in connection with the maintenance of the Private Road. The Association shall at all times comply with the conditions of such licences, permits and approvals and shall comply with and observe all applicable laws, and by-laws.
5. This Agreement may be terminated at any time by any of the parties hereto for any reason whatsoever on three (3) months notice in writing.
6. The Association shall obtain and maintain at its own expense public liability insurance protection in the minimum amount of \$2,000,000 and shall indemnify and save harmless the Road Owner in respect of any liability for claims for bodily injury, death or damage to property resulting from the Association’s maintenance of the Private Road.
7. The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

8. This Agreement, together with any written agreements or modifications or amendments to this Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreement or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

Dated at the Halifax Regional Municipality this _____ day of _____, 20__.

_____ Association

Witness

Per: _____
President of the Association

Witness

Per: _____
Secretary/Treasurer of the Association

Private Road Owner(s)

Witness

Owner

Witness

Owner

Witness

Owner

Witness

Owner

Witness

Owner

Witness

Owner

Witness

Owner

Witness

Owner