

# LICKING COUNTY SUBDIVISION REGULATIONS

## January 1, 2016

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### APPENDIX II-B– COMMON ACCESS DRIVE EASEMENT AND SHARED MAINTENANCE AGREEMENT Deed Not Transferring Ownership

#### Wording for Deed Requiring Shared Access Point

The following wording is to be placed in the deeds of the parcels that will share an access point. This wording or similar wording approved by the LCPC Staff shall be placed in the deeds of all properties which will gain access from the shared driveway or access point. This wording shall be used when deeds are being recorded to create lots wherein a property owner is retaining ownership of the lots being created and the transfer of ownership will occur at a future time.

[GRANTOR] for valuable considerations paid and the agreements set forth below, hereby grants to [GRANTEE], a shared access easement for common driveway purposes appurtenant to and for the common use and benefit of (residential/industrial/commercial) buildings to be located on each lot respectively for a perpetual, common, non-exclusive means of ingress and egress from said lots to [ROAD NAME] over the following real property:

Provide Legal Description or reference attached Legal Description.

In consideration of the premises, grant of the easement, covenants contained herein and other good and valuable consideration, Grantor and Grantee hereby agree that Lots [#] and [#] are hereafter subject to this perpetual and non-exclusive shared access easement and the maintenance agreement contained herein and the owners of said lots, the heirs, successors and assigns shall take ownership subject to them. The parties further agree:

1. Said shared driveway shall be appurtenant to Lots [#] and [#] for the use and benefit of the owners of said lots, their heirs, successors, assigns, successors in title and all persons using the same for the benefit of any of them to freely pass and repass on foot or with vehicles for all lawful purposes incident or proper to the use and enjoyment of their lands.
2. The improved surface of the driveway shall be located in the center of the easement and shall have a maximum width of fourteen (14) feet with the exception of the driveway apron where the improved driveway surface meets the improved public right-of-way of [ROAD NAME] One-half of the improved driveway surface shall be upon the land of Lot [#] and the other half should be upon the land of Lot [#] with the common property line between said tracts being the centerline of said driveway located within the confines of the twenty (20) foot wide easement.
3. The parties shall jointly maintain, improve and keep in good repair the easement described herein and improvements thereon and shall mutually agree upon all maintenance, improvement, and repair. The terms “maintenance”, “improvement”, and “repair”, in the context of this easement shall generally refer to, but shall not be limited to, the following activities:

- The placement of gravel, stone, cement, or bituminous aggregate within the improved driveway and apron area.
  - The removal and/or trimming of vegetation and tree debris within the easement area where applicable.
  - The removal of snow and mud within the easement area.
  - The surface preparation and sowing or erosion control seed material outside of the improved driveway are to mitigate erosion and off-site sedimentation.
4. Each owner(s) of Lots [#] and [#] shall have the obligation of maintaining the easement and shall share the cost of maintaining and repairing the easement, improved driveway and other improvement(s) in the following proportions:

Fifty percent (50%) of the cost shall be borne by the owner(s) of Lot [#]

Fifty percent (50%) of the cost shall be borne by the owner(s) of Lot [#]

5. Any damage or change resulting from the extraordinary uses such as construction traffic usage caused by the owner(s) of either lot, other than ordinary wear and tear, shall be repaired and paid by such owner(s). Said completed repairs shall meet or exceed the condition of the driveway at its pre-disturbed state and shall be completed within 30 days from the date of damage.
6. If any owner improves the improved driveway beyond the specifications mutually agreed upon by the owner(s) of Lots [#] and [#], the Lot owner(s) making the improvement shall do so at their own expense. The other lot owner(s) shall not be held responsible for maintaining the drive beyond the construction specifications mutually agreed upon but shall remain obligated to pay its share of the maintenance expenses up to the mutually agreed upon construction specification. Furthermore, if the owner(s) of a Lot makes improvements or repairs to the driveway without the prior written agreement of the abutting lot owner(s), said owner(s) shall bear the entire cost of said repair and/or improvement.
7. The owners of Lots [#] and [#] shall be required to construct and maintain, at their own expense, access driveways situated on each individual lot for connection to the common driveway. Neither lot owner shall obstruct or permit obstruction of said shared driveway in any manner whatsoever. The parking of vehicles within the improved surface area of the driveway is such manner that restricts access is prohibited.
8. In the event of a dispute regarding maintenance, improvement or repair arises between the owner(s) of Lots [#] and [#] or for the costs thereof, said dispute shall be submitted to resolution by binding arbitration. Except as otherwise provided herein, the arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code. Within fifteen (15) days after an owner(s) gives written a notice to the other of the dispute or controversy and demands arbitration, the parties shall mutually agree upon an independent arbitrator. If the parties are unable to agree, an arbitrator shall be appointed as provided in Ohio Revised Code Chapter 2711. The arbitration hearing shall be held no more than 45 days from the appointment of the arbitrator, and shall make a decision within 30 days of the hearing, unless the owners agree in writing to an extension. The parties shall share equally all costs of arbitration.

This easement or the covenants herein may be modified only upon the written agreement of all of the owners of Lots [#] and [#]. No modification shall be effective until it is recorded in the Licking County Recorder's Office. **The requirement for the shared common access driveway is a condition of approval of Licking County Planning**

Commission (LCPC) Minor Subdivision/Lot Split Application # (INSERT APPLICATION NUMBER) and shall not be removed without the prior written approval of the LCPC board and the Licking County Engineer. This paragraph and the Common Access Drive Easement and Shared Maintenance Agreement herein, in its entirety shall be carried forward and included in the next deed instrument that transfers the ownership of the parcel herein described to establish the easement between the current owner and the future owner.”