

DRAFT – FOR REVIEW AND DISCUSSION ONLY

This Shared Driveway Easement and Maintenance Agreement is provided solely as a draft for review in connection with the proposed subdivision of the property. It is intended to demonstrate the proposed framework for the establishment, use, maintenance, and administration of the shared driveway.

Driveway Easement and Maintenance Agreement

THIS SHARED DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made this __ day of _____, 20__, by and between the owners of the parcels identified below (collectively, the "Owners").

Benefited Properties

Lot 1

Owner: _____

Mailing Address: _____

Tax Parcel ID: _____

Lot 2

Owner: _____

Mailing Address: _____

Tax Parcel ID: _____

The properties described above are collectively referred to as the 'Properties'.

Recitals

WHEREAS, the Owners own adjoining parcels in the Town of _____, Vermont;
WHEREAS, the Properties are served by a common driveway located within a reciprocal access easement;

WHEREAS, the Owners desire to establish permanent easement rights and provisions governing use, maintenance, repair, replacement, and administration of the shared driveway;

WHEREAS, this Agreement shall be recorded in the Town Land Records and shall constitute covenants running with the land.

Article I – Easement

Each Owner grants the other, together with their heirs, successors, assigns, tenants, guests, contractors, utility providers, emergency responders, and mortgagees, a perpetual, non-exclusive easement over the Shared Driveway Easement Area shown on Exhibit A for vehicular and pedestrian access, emergency access, utilities, snow removal, inspection, maintenance, repair, reconstruction, and replacement.

Article II – Exhibit A

The Shared Driveway Easement Area is shown on the survey attached as Exhibit A and incorporated herein by reference.

Article III – Driveway Improvements

The term Driveway Improvements includes the driveway surface, base materials, shoulders, culverts, drainage swales, ditches, headwalls, retaining walls, stormwater treatment practices, utility crossings, signage, guardrails, mailbox pull-offs, and appurtenant improvements.

Article IV – Maintenance

The Owners shall jointly maintain the driveway, including snow plowing, sanding, grading, gravel replacement, paving, shoulder repair, culvert cleaning and replacement, ditch maintenance, vegetation control, stormwater facility maintenance, restoration after washouts, and any work reasonably necessary to maintain safe access.

Article V – Cost Sharing

Unless otherwise agreed in writing, all maintenance, repair, and replacement costs shall be shared equally (50% each). Routine maintenance costing less than \$500 may be performed by either Owner without prior approval. Projects expected to exceed \$500 should be discussed beforehand whenever reasonably possible. Payment is due within 30 days of an itemized invoice.

Article VI – Emergency Repairs

Either Owner may authorize emergency work necessary to restore access, protect public safety, prevent property damage, or comply with governmental orders. Costs shall be shared equally unless caused solely by one Owner.

Article VII – Extraordinary Damage

Any Owner causing damage beyond ordinary wear through negligence, construction activities, oversized equipment, or misuse shall be solely responsible for repair costs.

Article VIII – Improvements

No Owner shall widen, relocate, pave, reconstruct, alter drainage facilities, install retaining walls, or otherwise substantially improve the driveway without the written consent of the other Owner. Unless otherwise agreed, improvements benefiting only one Owner shall be paid by that Owner; improvements benefiting both shall be shared equally.

Article IX – Stormwater Management

Neither Owner shall alter drainage patterns, swales, ditches, culverts, stormwater treatment practices, or finished grades without the written consent of the other Owner. Required stormwater facilities shall be maintained in compliance with applicable permits.

Article X – Access for Maintenance

Each Owner grants the other and their contractors reasonable temporary access as necessary to inspect, maintain, repair, replace, or reconstruct the driveway. Except in emergencies, reasonable notice shall be provided.

Article XI – Emergency Access

The driveway shall remain open and reasonably passable for emergency vehicles at all times. No Owner shall knowingly obstruct emergency access.

Article XII – Obstructions

No Owner shall place gates, fences, walls, landscaping, stored materials, parked vehicles, permanent signs, or non-driveway utilities within the easement that materially interfere with access or maintenance without written approval of the other Owner.

Article XIII – Right to Perform Work; Default

13.1 If either Owner fails to perform required maintenance for 30 days after written notice (or a shorter period necessary for safety), the non-defaulting Owner may perform the work.

13.2 Either Owner may perform emergency work without prior notice when necessary to maintain emergency access, prevent substantial damage, protect public health or safety, or comply with a governmental order.

13.3 The defaulting Owner shall reimburse all reasonable costs, including labor, materials, equipment, contractor charges, engineering or surveying services if reasonably required, permit fees, reasonable attorney's fees, court costs, collection costs, and interest at the statutory judgment rate. Payment is due within 30 days of an itemized invoice.

13.4 Failure to enforce this Agreement shall not constitute a waiver.

13.5 The remedies provided are cumulative and do not limit any rights available under Vermont law.

Article XIV – Insurance

Each Owner shall maintain insurance for their respective property. Nothing herein creates liability for the acts or omissions of the other Owner.

Article XV – Dispute Resolution

Prior to litigation, the Owners shall attempt mediation. Either Owner may seek immediate injunctive relief to preserve access or prevent imminent property damage.

Article XVI – Covenants Running with the Land

This Agreement constitutes covenants and easements running with the land and binds all present and future owners, heirs, successors, assigns, mortgagees, tenants, and transferees.

Article XVII – Recording

This Agreement shall be recorded in the Land Records of the Town of _____, Vermont. Reference should also be made in future deeds conveying either Property.

Article XVIII – Amendment

This Agreement may be amended, modified, supplemented, or terminated only by a written instrument executed by the owners of all properties benefited or burdened by this Agreement, or their successors or assigns, and recorded in the Town Land Records. No amendment is effective until executed and recorded. Any amendment shall run with the land.

Article XIX – Severability

If any provision is held invalid, the remaining provisions remain in full force and effect.

Article XX – Governing Law

This Agreement shall be governed by the laws of the State of Vermont.

Execution

OWNER OF LOT 1: _____ Date: _____

OWNER OF LOT 2: _____ Date: _____

STATE OF VERMONT

County of _____

Notary Acknowledgment