**Appendix A**

**DECLARATION OF COMMON ACCESS DRIVE**

**MAINTENANCE AGREEMENT**

As a condition of subdivision plat signature by the Delaware County Regional Planning Commission (“COMMISSION”) Director, this Common Access Drive (“CAD”) Maintenance Agreement (“AGREEMENT”) is established pursuant to the Subdivision Regulations of Delaware County, Ohio (“REGULATIONS”). The subdivider shall record this AGREEMENT at the office of the Delaware County Recorder after the plat is approved by the COMMISSION. The COMMISSION shall reference this AGREEMENT and its recording date, volume and page on the subdivision plat before releasing to be recorded.

THIS DECLARATION AND AGREEMENT is made and established by the subdivider(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a subdivision plat approved by the COMMISSION on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (RPC File #\_\_\_\_\_\_\_\_\_). Upon recording of the subdivision plat, the following covenants and conditions shall apply to the lots served by the CAD and shall be binding upon and inure to the benefit of all subsequent grantees, heirs, successors and assigns of said lots.

ITEM 1.) **IMPROVEMENTS.** “Improvements” and “maintenance” as used in the AGREEMENT shall include: initial construction, snow removal, drainage and erosion control items, tree or vegetation trimming or removal, and maintaining adequate bearing strength and access and maneuvering room for fire and safety vehicles.

ITEM 2.) **ACCESS AND ADDRESSING.** The CAD shall be kept free of obstructions and maintained in an adequate condition to provide safe and adequate access and maneuvering of fire-fighting, safety and emergency vehicles to the satisfaction of the Fire Chief. Addresses shall be posted along the CAD to the satisfaction of the Fire Chief.

ITEM 3.) **REVIEW AND COMPLIANCE.** Lot owners consent to use and review of CAD improvements by fire, safety, health, subdivision, zoning, and building authorities, and agree to promptly comply with written requests or orders of such authorities relative to CAD access, maneuvering room, strength, addressing, safety and environment.

ITEM 4.) **STANDARDS.** The CAD shall be constructed and maintained in accordance with, or to higher standards than, construction plans prepared for this project by a Professional Engineer, and in accordance with sound engineering and construction practices and principles.

ITEM 5.) **ADDITIONAL LOTS, OR CAD EXTENSION OR DEDICATION.** The unanimous written consent of all LOT VOTES shall be required to request approval from platting authorities to increase the number of lots served by the CAD or to upgrade to public standards and dedicate and convert the privately owned CAD to a publicly owned and maintained roadway.

ITEM 6.) **ENFORCEMENT.** All remedies, legal and equitable, shall be available to all lot owners and public authorities referenced in this AGREEMENT to provide for its enforcement. Failure to adequately construct and maintain the CAD shall represent violation of this AGREEMENT. Zoning, Building and Health permits may be withheld for lots served by the CAD if violations of this AGREEMENT are determined to exist.

ITEM 7.) **LOT VOTE.** Each lot shall be entitled to one vote (“LOT VOTE”) in matters concerning this AGREEMENT. Decisions under this Agreement not specified as requiring unanimous consent of all LOT VOTES shall be governed by a majority of the LOT VOTES, or in the case of a tie vote, the LOT VOTE(S) cast by the lot(s) with the higher sum of percentage of maintenance expenses, or in case of a tie vote between lots whose sums of percentages of maintenance responsibility are equal, by the affirmative LOT VOTE(S). Any vote not cast and any abstaining vote shall be deemed and counted as a non-affirmative (negative) vote.

ITEM 8.) **PERCENT OF EXPENSES.** Compensation under this AGREEMENT for voluntary (non-voted) CAD maintenance shall be strictly at the discretion of each lot owner, otherwise, responsibility for maintenance expenses shall be allocated as follows:

Lot #\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_%; Lot #\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_%;

Lot #\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_%; Lot #\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_%;

Lot #\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_%;

ITEM 9.) **MODIFICATIONS.** Items 7) and 8) of this AGREEMENT may be modified, in writing, by the unanimous written consent of all LOT VOTES, and shall become effective upon presentation to the COMMISSION of a copy of a new AGREEMENT that has been recorded with the Delaware County Recorder. However, no such modification shall be intended, interpreted or have the effect of circumventing, abrogating or nullifying provisions and requirements of Items 1) through 6), both inclusive, of this AGREEMENT.

THIS DECLARATION AND CAD MAINTENANCE AGREEMENT made, entered and established by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subdivider Signature (& printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1st Witness (signature & printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2nd Witness (signature & printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subdivider Signature (& printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1st Witness (signature & printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2nd Witness (signature & printed)

STATE OF OHIO, COUNTY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SS:

BEFORE ME, a Notary Public in and for said county, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acknowledged the signing of the foregoing instrument to be their

free and voluntary act and deed for uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public (Signature and Seal)

cc: Delaware County Regional Planning Commission

NOTE: Subject to change by applicable law.