NO TITLE EXAMINATION

NO CONSIDERATION

**DECLARATION OF SHARED DRIVEWAY ACCESS EASEMENT**

**AND MAINTENANCE AGREEMENT**

**FOR LOTS \_\_\_\_ AND \_\_\_\_ OF THE LANDS OF:**

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

This Declaration of Shared Driveway Access Easement and Maintenance Agreement (“Declaration”), is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter “Declarant,” witnesses that:

RECITALS:

WHEREAS, Declarant is the owner of \_\_\_\_\_\_ acre(s), more or less, tract of land, situate, lying and being in Dorchester County, Maryland by virtue of a deed dated \_\_\_\_\_\_\_\_\_\_\_ and recorded among the Land Records of Dorchester County, Maryland in Liber No. \_\_\_\_\_\_\_, folio \_\_\_\_\_\_\_\_\_\_\_, and shown on the final subdivision plat entitled, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Plat”) prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered engineer(s) and surveyor(s), and recorded among the Land Records of Dorchester County, Maryland; and

WHEREAS, the Declarant, as part of the subdivision approval process, agreed to provide shared driveway(s) or single common use shared access easements (hereinafter referred to as the “Shared Access Easement” or “Easement”) for the benefit of the lots within the Subdivision, thereby minimizing lot coverage and disturbance and to provide a single point of ingress and egress from the public street for Lots \_\_\_\_ and \_\_\_\_.

WHEREAS, the Declarant establishes this Declaration to provide for the existence of and maintenance of the Shared Access Easement.

NOW, THEREFORE, WITNESSETH, that in consideration of the forgoing recitals, which are incorporated by reference as operative provisions of this Declaration, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Declarant hereby declares, creates and establishes forever and in perpetuity a non-exclusive, common use shared access easement which shall run with the land and be binding upon and inure to the benefit of the owners of Lots \_\_\_\_ and \_\_\_\_, their respective heirs, personal representatives, successors and assigns, and is created for the purpose of providing common shared pedestrian and vehicular access for ingress and egress to Lots \_\_\_\_ and \_\_\_\_ upon the following described property:

All that portion of Lots \_\_\_\_ and \_\_\_\_ designated as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” for Lots \_\_\_\_ & \_\_\_\_ on the Plat.

This Shared Access Easement is established subject to the following terms and conditions:

1. The Easement created hereunder shall be perpetual, shall run with the land, and be binding upon and inure to the benefit of the owners of Lots \_\_\_\_ and \_\_\_\_ (and at times hereinafter referred to as the “Lot Owner(s)”), their respective mortgagees, heirs, personal representatives, successors and assigns.
2. Declarant shall construct the Shared Driveway within the Access Easement depicted on the Plat and over and across Lots \_\_\_\_ and \_\_\_\_. Such Shared Driveway shall be \_\_\_\_\_\_\_ feet in width. Declarant shall undertake the construction of the Shared Driveway in a good and workmanlike manner and in accordance with all applicable statutes, ordinances, codes and rules. The configuration of the Shared Driveway within the Access Easement shall be as determined by the Declarant, subject to the approval of Dorchester County.
3. The Owners of Lots \_\_\_\_ and \_\_\_\_ and their respective agents, designees and assigns shall have the non-exclusive right to use the shared access easement area for pedestrian and vehicular ingress and egress to Lots \_\_\_\_ and \_\_\_\_, and for the purpose of installing and maintaining public utilities which serve Lots \_\_\_\_ and \_\_\_\_ only. The Owners shall have the right to trim or top trees adjacent to the Shared Access Easement for the safe and proper operation of vehicular ingress and egress. Parking of vehicles, with the exception of emergency vehicles, and the construction of structures within the Shared Access Easement is prohibited. Except as provided herein, no party shall construct or permit the construction of or erect any improvements within the Shared Access Easement without first obtaining the written consent of the other owner. Furthermore, no one shall obstruct or impede in any way vehicular traffic of any benefitted party, their guests, invitees, agents and employees over the Shared Access Easement.
4. The Owners of Lots \_\_\_\_ and \_\_\_\_ shall maintain the Shared Access Easement in a safe and passable condition at all times. Initially, Declarant shall be solely responsible for the costs and expenses of construction, maintenance, cleaning and snow plowing of the Shared Driveway. At such time as Declarant sells a Lot, the responsibility for the payment of the aforementioned costs shall be reapportioned so that each Lot Owner shall be responsible for ½ of the total cost, and the Declarant shall be responsible for the balance of the total cost. At such time as both Lots have been sold, the costs referenced hereinabove shall be borne equally by both of the Lot Owners. Repair and maintenance shall include, but not be limited to, the costs of landscaping, lawn mowing, cleaning, clearing of snow and ice, and resurfacing of the driveway within the Easement. In no event shall resurfacing of the driveway within the Easement create additional lot coverage. Additionally, no Lot Owner shall bind another Lot Owner to pay for any expenses associated with or incurred in connection with the repair or maintenance of the Shared Driveway or Easement without the Lot Owner’s prior written consent thereto. If the Lot Owners are unable to agree on what constitutes necessary repair or maintenance, then they shall submit the dispute to mediation with a qualified mediator to be selected by the Lot Owners before either Lot Owner may seek the assistance of the Circuit Court of Dorchester County as provided in Paragraph 8 below.
5. The obligation to share in the cost of repair and maintenance as set forth herein shall constitute a binding obligation on the Owners. Each such Owner shall contribute their proportionate share of the cost of such maintenance within ten (10) days after the notice of the cost and copies of the invoice substantiating them are sent.
6. The Shared Access Easement will be the only driveway for vehicular access to Lots \_\_\_\_ and \_\_\_\_ from the public street.
7. Each of the Lot Owner agrees to indemnify the other against all liability for injury to themselves, and their family members and invitees, or damage to their property when such injury or damage results from, arises out of, or is attributable to any use, repair, or maintenance of the Shared Access Easement.
8. Each Lot Owner benefitted by the Shared Access Easement may proceed at law or in equity to prevent the occurrence or continuance of any violation of any of the provisions of this Easement including failure of a Lot Owner to pay its cost of maintenance. In the event any proceeding at law or in equity is brought to enforce any provision of this Easement the losing party shall pay to the prevailing party all costs of prosecuting such proceeding, including reasonable attorney fees and expenses. Failure of any Lot Owner to enforce or utilize any available remedy herein described shall not constitute a waiver by that owner of any right available to the Lot Owner upon future occurrence or continuance of the same or a different violation.
9. The interpretation and enforcement of this Declaration shall be according to the laws of the State of Maryland. Any cause of action to enforce this Declaration initiated by a Lot Owner shall be brought in the Circuit Court for Dorchester County.
10. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision.
11. The Declarant hereby acknowledges that this Declaration may be enforced by Dorchester County.

As Witness the hand and seal of the Declarant on the date first above written.

Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sign and Print)

Declarant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sign and Print)

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sign and Print)

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State and County aforesaid, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

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

Notary Public

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public of the State and County aforesaid, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

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

Notary Public

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_