

## **DRIVEWAY AGREEMENT**

THIS AGREEMENT, made and entered into at \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, Party of the First Part; and \_\_\_\_\_, Party of the Second Part.

WITNESSETH that, where the parties hereto are respectively the owners of adjoining lots or parcels of land, known and described as follows: to-wit:

1. Parcel, or lot, belonging to the Party of the First Part;

### **LEGAL DESCRIPTION HERE**

2. Parcel, or lot, belonging to the Party of the Second Part;

### **LEGAL DESCRIPTION HERE**

WHEREAS, The Parties and their heirs, successors and assigns, shall use jointly the common driveway, which is described in more detail on the Survey attached hereto as Exhibit "C", established herein for their use and benefit and for the use and benefit of their agents, tenants, visitors and/or licensees to freely pass and repass on foot or with vehicles and for all lawful purposes or proper for the enjoyment of their Lots;

WHEREAS, the Parties hereto desire to reduce to writing an agreement pertaining to said driveway as follows:

- a. It is specifically agreed by the Parties hereto that all taxes and assessments on the respective properties of each of the Parties hereto shall remain and be paid by each of the Parties as heretofore.

- b. The Parties and their heirs, successors and assigns shall each pay \_\_\_\_\_ percent (\_\_\_%) of the cost of maintaining, repairing and/or replacing the driveway and improvements thereon. Provided, however, that any damage, other than ordinary wear and tear caused by any Party or their agents, tenants, visitors and/or licensees shall be paid by such Party causing such damage.

- c. It is agreed by and between the Parties hereto, for themselves, their heirs, executors and assigns, that said party driveway shall at all times be kept open for the free ingress and egress of each of the owners of said adjoining premises, or their tenants, and that neither party hereto, their heirs or assigns, shall in any manner obstruct or attempt to obstruct said driveway as to prevent the free access intended to be enjoyed by both parties.

THIS AGREEMENT shall insure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of each of the parties hereto, owners of the above parcels of land, respectively, and the covenants herein contained shall run with the land provided, however, that no party or owner shall be liable hereunder, except by act or defaults, during his or her ownership of one of the said parcels of land.

THIS AGREEMENT further saith naught.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands in their official capacity, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



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

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, who acknowledged that \_\_\_\_\_ did sign the foregoing instrument and that the same is \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, who acknowledged that \_\_\_\_\_ did sign the foregoing instrument and that the same is \_\_\_\_\_ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

