

# SHARED DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Grantor (Property Owner 1): \_\_\_\_\_

Grantee (Property Owner 2): \_\_\_\_\_

## Premises Description:

Grantor's Property Address: \_\_\_\_\_

Grantee's Property Address: \_\_\_\_\_

## Grant of Easement:

Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement and right-of-way over, across, and upon the driveway located on Grantor's property (the "Driveway"), solely for the purpose of ingress and egress to and from Grantee's adjacent property, subject to the terms and conditions set forth herein.

## Use of Driveway:

The Driveway shall be used solely for vehicular and pedestrian access to the Grantee's property. Grantee and its invitees shall use the Driveway in a reasonable, lawful, and safe manner, avoiding any unnecessary damage or nuisance to Grantor or neighboring properties.

## Maintenance and Repair:

Grantor and Grantee shall share equally the responsibility for reasonable maintenance and repair of the Driveway, including but not limited to snow removal, resurfacing, and drainage improvements. Each party shall notify the other promptly of any damage or condition requiring repair. Expenses shall be shared 50/50 unless otherwise mutually agreed in writing.

## Alterations:

Neither party shall make alterations, improvements, or changes to the Driveway that materially alter its location, dimensions, or surface without the prior written consent of the other party. Any approved alterations shall comply with applicable laws and regulations.

## Liability and Indemnification:

Each party shall be responsible for its own acts and omissions related to the use and maintenance of the Driveway. To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities arising out of its use of the Driveway, except to the extent caused by the negligence or willful misconduct of the other party.

## Term and Termination:

This easement shall run with the land and shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement may be terminated or modified only by a written instrument signed by both parties and recorded in the appropriate land records.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles.

**Dispute Resolution:**

In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt in good faith to resolve such dispute informally. If the dispute cannot be resolved informally, the parties agree to submit the dispute to mediation prior to pursuing any other legal remedies.

**Severability:**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. Any amendments must be in writing and signed by both parties.

**Counterparts:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**GRANTOR'S SIGNATURE**

**GRANTEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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