



## Appendix A

### **Belmont County Subdivision Regulations Private Street Maintenance Agreement (Minor Subdivisions)**

As a condition of subdivision plat signature by the Belmont County Planning Commission (“COMMISSION”) Director (or designee), this Private Street Maintenance Agreement (“AGREEMENT”) is established pursuant to the Subdivision Regulations of Belmont County, Ohio (“REGULATIONS”). The subdivider shall record this AGREEMENT at the office of the Belmont County Recorder and shall reference this AGREEMENT and its recording date, volume and page on the approved subdivision plat.

This DECLARATION AND AGREEMENT is made and established by the subdivider(s) of \_\_\_\_\_, a subdivision plat approved by the COMMISSION on \_\_\_\_\_, 20\_\_\_. Upon recording of the subdivision plat, the following covenants and conditions shall apply to the lots served by the private street 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 this AGREEMENT shall include: initial construction, snow removal, drainage and erosion control items, tree or vegetation trimming and removal, and maintaining adequate bearing strength and access and maneuvering room for fire and safety vehicles.

ITEM 2. ACCESS AND ADDRESSING. The private street shall be kept free of obstructions and maintained in an adequate condition to provide safe and adequate access and maneuvering of firefighting, safety and emergency vehicles to the satisfaction of the local fire department and the County Engineer. Addresses shall be posted on the private street to the satisfaction of the local fire department.

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

ITEM 4. STANDARDS. The private street shall be constructed and maintained in accordance with the REGULATIONS and shall be approved by the County Engineer and the Planning Commission per the REGULATIONS.

ITEM 5. ADDITIONAL LOTS OR PRIVATE STREET 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 private street or to upgrade to public standards, dedicate, and convert the private street to a publicly owned and maintained street.

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 private street shall represent a violation of this AGREEMENT. Zoning, engineering, building, and health permits may be withheld for lots served by the private street, 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) private street 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 Belmont 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 PRIVATE STREET AGREEMENT made, entered and established by:

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

\_\_\_\_\_  
1<sup>st</sup> Witness (signature & printed)

\_\_\_\_\_  
2<sup>nd</sup> Witness (signature & printed)

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

\_\_\_\_\_  
1<sup>st</sup> Witness (signature & printed)

\_\_\_\_\_  
2<sup>nd</sup> 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)