

## Private Access Easement **Template\***

**This template is provided as a courtesy and does not intend to circumvent appropriate legal advice. All Private Access Easements must meet staff approval prior to filing at Cleveland County.**

I. WHEREAS, Grantor is the legal owner of a fee interest of certain real properties located in Moore, Cleveland County, Oklahoma, and described in the attached Exhibit A **{ATTACH LEGAL DESCRIPTION/MAP OF THE PRIVATE DRIVE}** (herein referred to as the ‘Property’); and

II. WHEREAS, the general public will be invited to utilize said Drive for access to **{LIST ALL ADDRESSES AND/OR DESCRIPTIONS ALLOWED TO USE DRIVE}**; and

III. WHEREAS the City of Moore has adopted Subdivision Regulations that establish minimum requirements for access to promote adequate emergency response and fire protection, to minimize future maintenance expenditures, and to help ensure the proper traffic safety of the residents of Moore; and

IV. WHEREAS the City of Moore recognizes that the regulation of roadway geometry, driveway access, and sidewalks contribute to a safer and more inclusive transportation system by reducing traffic congestion and conflict points, and providing non-motorized transportation options.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Public Access Easement. Grantor hereby grants to the above-mentioned properties and their successors and assigns, and their agents, employees, designees, licensees, tenants, lessees, invitees, customers, contractors and suppliers (collectively, the “Grantee Parties”), a perpetual, free of charge, nonexclusive easement, license, right and privilege in, to, on, over, under, along and across the Drive, including for vehicular, pedestrian, utility, and emergency access.

3. Maintenance. Grantee shall maintain and repair (or cause to be maintained and repaired), the Drive in good repair such that vehicular, pedestrian and emergency access is not impaired. **{INSERT ADDITIONAL MAINTENANCE RESPONSIBILITY LANGUAGE, WHO PAYS, ETC.}**

a. If the Drive is not maintained for adequate vehicular, pedestrian, and emergency access, the City may at its discretion, initiate exterior property maintenance or condemnation actions to ensure proper repairs and maintenance.

4. Interruption of Access. No walls, fences, dumpsters, parking areas, signs or barriers of any sort or nature shall be constructed or erected on or over the Drive, and shall not be constructed within the Private Access Easement without prior approval of the City. The Grantor agrees not to block, restrict or otherwise prohibit access over, through or across the Drive or permit the Drive to be blocked, restricted, or otherwise permit access to be prohibited over, through or across the Drive.

5. Grantor Responsibilities. The Grantor, the successors and assigns of the Grantor, shall be responsible for installation, construction, maintenance, repair, and reconstruction of the following being appurtenant to the Drive:

- a. Adequate drainage;
- b. Interior traffic control devices when required by the City.

6. Compliance with Moore Subdivision Requirements. All development review requests that seek to access or modify the Drive shall be reviewed by the City of Moore, including, but not limited to, the following:

- a. Curb Cuts/ Driveway Permits
- b. Sidewalk ADA Compliance
- c. Parking

7. Modification. This Agreement shall not be amended, modified, or terminated and no waiver of any provision hereof shall be effectives unless set forth in a written instrument executed with the same formality as this Agreement.

8. Binding Effect. This Agreement extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Grantor (Print Name)

By: \_\_\_\_\_  
Signature Title

Grantor Individual Acknowledgement

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20{--}, personally appeared \_\_\_\_\_, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

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

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