

Champaign County's Common Access Drive (CAD) Regulations

Definition. A Common Access Drive (CAD) is a privately constructed, privately owned and privately maintained driveway within an ingress/egress easement, serving more than one lot (or parcel) but not more than five lots (or parcels), properly installed in accordance with these Regulations, for which the County Engineer accepts NO responsibility for plan review, approval and construction inspection and for which the county and township accept NO responsibility for maintenance, either initially or at any time in the future.

General. Common Access Drives provide an alternative to construction of public or private streets for accessing small numbers of lots and reduce the number of driveways along public roads. CADs may be permitted based upon a case-by-case evaluation of the site and project specific characteristics such as, but not limited to: access management and traffic safety, slopes, drainage, preservation of environmentally sensitive areas, access and maneuvering room for fire-fighting vehicles, and compliance with local zoning codes. CADs must be designed by an engineer or surveyor in accordance with these regulations.

CAD Restrictions. A CAD shall connect directly onto a public road or street. All lots served by a CAD shall have frontage on a public road or street. CADs shall not be extended to serve more lots than the number of lots originally created to be served by the CAD unless: 1) approved by all of the owners of the lots originally created and 2) the CAD as extended complies with these requirements. The CAD shall be shown and labeled on the survey plat as "Common Access Drive (CAD) - Ingress/Egress and Utility Easement. County and township accept NO responsibility for maintenance, either initially or at any time in the future." CADs shall be completed to the satisfaction of the subdivider's engineer or surveyor and the appropriate fire official before the lots are transferred from the subdivider.

CAD Standards and Requirements. CAD design and construction shall be consistent with sound engineering practices and principles as necessary to provide adequate stormwater management; safe access, maneuvering and use by fire and safety vehicles; and meet the following standards (additional or more restrictive standards may be required by the subdivider's engineer or surveyor, zoning

- a) passing, staging, maneuvering and turning around areas and provisions as specified by the fire official;
- b) minimum width of CAD ingress/egress and utility easement: 60 feet
- c) tree, brush, and shrub removal within 20 feet of CAD centerline and to a minimum height of 16 feet;
- d) 600 feet maximum common access length measured from the public road;
- e) passing or pull-off lane (30' long by 10' wide) required at 300 feet maximum spacing;
- f) approval of all construction activities within county or township road

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right-of-way by County Engineer, and within state route right-of-way by ODOT;

g) specifications in the following table

Minimum driveway width: 12' *
Minimum centerline radius: 100'
Minimum intersection radius: 25'
Maximum grade: 10%
Minimum pavement thickness: 12" aggregate
Minimum sight distance: 450' along public road
Minimum intersection angle: 70 degrees (90 degrees desirable)
Subdivision type: minor only
Inspection: subdivider's engineer or surveyor

* Minimum 16' clear width between guardrail, posts, pillars, gate supports, etc. Driveway width may be reduced to 10' for CADs serving only two lots.

h) turnaround required at end of common access length, tee or cul-de-sac;

i) culverts and bridges shall be designed in accordance with the Champaign County Technical Design Standards;

j) house numbers shall be posted at the intersection of the CAD with the public road and at locations where each individual driveway leaves the CAD. House numbers shall be at least 18" above the ground.

The subdivider is responsible for constructing the CAD in accordance with these standards and any additional or more restrictive standards required by the subdivider's engineer or surveyor, zoning inspector, fire official or County Engineer.

Proper Completion Certification. The subdivider shall schedule a review of the CAD construction with the fire official and the county engineer. Two certificates of proper completion shall be signed and sealed by the subdivider's engineer or surveyor and the appropriate fire official. The subdivider shall transmit the certificates of proper completion to the zoning inspector and the County Engineer. A copy of the certificate of proper completion shall accompany each use and maintenance agreement.

Use and Maintenance Agreement. A use and maintenance agreement (with attached certificate of proper completion) similar to the attached shall be signed by all lot buyers, shall accompany each lot split request and shall be recorded with each instrument of conveyance. For CADs which

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are created after the lots (or parcels) have been transferred, the signed use and maintenance agreement (with attached certificate of proper completion) shall be recorded prior to the issuance of a building permit for the second lot which will use the CAD. The agreement shall provide for and insure the proper use and on-going maintenance, repair and upkeep of the CAD. The agreement shall include the following: "The Common Access Drive (CAD) is a PRIVATELY constructed, PRIVATELY owned and PRIVATELY maintained driveway for which the County Engineer accepts NO responsibility for plan review, approval and construction inspection and for which the county and township accept NO responsibility for maintenance, either initially or at any time in the future." The agreement shall include provisions defining the responsibilities of the lots owners and how the maintenance, repair and upkeep costs will be shared.

Easement. An ingress/egress and utility easement shall be provided along the entire length of the CAD, shall accompany each lot split request and/or shall be recorded with each instrument of conveyance or use and maintenance agreement.

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CERTIFICATE OF PROPER COMPLETION

I, _____, as engineer or surveyor for
_____ (subdivider) on _____
_____ (project name) hereby certify that:

1. I have designed the Common Access Drive and related facilities for the above project in accordance with Champaign County's Common Access Drive standards dated _____ and
2. I have inspected the construction of the Common Access Drive and related facilities and find that the construction has been completed in accordance with my design and with the above standards.
3. The Fire Official _____ (name) has reviewed the Common Access Drive and finds the construction acceptable as witnessed by the signature below.

Fire Official

Date

Engineer or Surveyor
Reg. No. _____

Date

**COMMON ACCESS DRIVEWAY
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the owners of the following described real estate:

(insert description)

The following covenants, agreements, restrictions and reservations shall run with the real estate described above and shall be binding upon and shall inure to the benefit of all subsequent grantees, their respective heirs, successors, and assigns.

1. Each lot or parcel (regardless of the number of owners of said lot) shall be entitled to one vote (hereinafter referred to as a "Lot Vote"). All decisions as to the extent of maintenance, repair and upkeep, or the need for such maintenance, repair, and upkeep of the Common Access Driveway (CAD) shall be governed by a majority of the Lot Votes.

2. The terms "maintenance", "repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The terms include, but shall in no way be limited to, snow removal, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as needed, tar and chipping, dust control, grass and weed control, and ditch maintenance, including all associated labor, material and equipment costs.

3. Relative to the total expense for maintenance, repair and upkeep of the CAD, each respective lot shall be responsible for and is hereby charged with the following percentage of the total expense:

(insert percentage)

4. The CAD shall, at all times, be free from obstruction of any kind so as to allow for the proper passage of public safety vehicles. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times.

5. If any owner of a lot institutes maintenance, repair, or upkeep procedures without the prior authority of a majority of the Lot Votes, said owner shall be responsible for payment in full of such maintenance, repair, or upkeep procedures, regardless of whether or not said procedures benefit the CAD.

6. For all purposes, the owner(s) of record of a lot shall be the owner(s) of the Lot Vote and said Lot Vote may not be assigned or transferred without the prior written consent of the other owners of Lot Votes.

7. The owners of the Lot Votes shall be entitled to establish procedures for the providing of maintenance, repair, or upkeep of the CAD as a majority of said Lot Votes may deem fit. Nothing in this agreement shall prevent a Lot Vote from being exercised by proxy.

8. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of all Lot Votes, and that said modifications shall not be in conflict with the Common Access Driveway regulations of Champaign County. All modifications shall be recorded in the County Recorder's office.

9. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep are necessary, the issues in dispute shall be submitted to binding arbitration. Except as provided herein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code as then enacted.

Within fifteen days after a party to this Agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator as chair-person and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the notice of selection of the neutral arbitrator. In any event, the hearing shall be held within 60 days after appointment of the arbitrators, unless the parties agree in writing to an extension of time. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

10. All remedies, legal and equitable, shall be available to all of the owners of the Lot Votes to provide for the proper enforcement of the regulations, agreements or arbitration awards established, including the collection of unpaid costs due as charged to each lot.