



ROBINSON TOWNSHIP

Ottawa County

12010 – 120th Avenue, Grand Haven, Michigan 49417

DRIIVEWAY JOINT MAINTENANCE AGREEMENT

A Driveway Joint Maintenance Agreement is required pursuant to Section 4.9 of the Robinson Township Zoning Ordinance for any and all private roads.

REQUIREMENTS:

- The agreement must provide at minimum the text of the attached example or text that is similar.
- The agreement must provide two (2) and one-half (½) inches of unoccupied space at the top margin of each page.
- The agreement must be dated.
- The agreement must provide names and addresses of all parties involved as well as their signatures.
- The agreement must have attached the appropriate legal description.
- The agreement must provide the party who prepared the document.
- The agreement must be notarized.
- The agreement must be recorded at the Ottawa County Register of Deeds (OCRD) office.
- The agreement submitted to the OCRD office must be the original.
- A copy of the OCRD recorded agreement must be submitted to the Robinson Township office prior to the issuance of any building permit.

* The attached agreement example is designed to satisfy all of the above requirements.

DRIVEWAY JOINT MAINTENANCE AGREEMENT

DEFINITIONS

For the purpose of this agreement, the following definitions shall apply:

Road: A private street, easement, right-of-way or driveway which has a point of access directly abutting upon a street under the jurisdiction of the Ottawa County Road Commission or Michigan Department of Transportation and which provides or may provide a means of ingress to or egress from one (1) or more lots or dwelling units.

Lot: A parcel of land which meets at least the minimum width and depth requirements of the zoning district in which it is located, as provided for in the Robinson Township Zoning Ordinance at the time the lot was created.

AGREEMENT

This agreement made this _____ day of _____, 20____, covers the private street, right-of-way or easement (“the Road”) described as: _____ which is located off of _____ in Section _____ of Robinson Township.

1. Use of Road: The use of the Road shall be limited to a driveway for ingress to and egress from the lots and _____ street/avenue, and for the purpose of installing and maintaining public and/or private utilities for the benefit of the lots, including, but not limited to, natural gas, electricity, telephone, cable television, sewer and water. Furthermore, an easement is granted to the public for purposes of utilities, emergency and public vehicles and for whatever public services are necessary. The Owners of the lots shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owners. Normal ingress and egress shall include use by family, guests, invitees, tradesmen, and others bound to or returning from any of the lots.

2. Maintenance and Repair: This agreement covers the general maintenance and repair of the Road and shall include, but not be limited to, grading, dust control, filling in and repairing chuck holes, removal of fallen trees and other debris, resurfacing and snowplowing.

The cost of maintenance and repair shall be allocated among the property owners who own or use the Road on an equal basis, provided, however, that an Owner shall not be obligated to share in the expense of snow plowing until such time as construction has commenced on the Owner's lot.

An Owner shall be responsible for the Owner's own negligent and willful acts, the acts of the Owner's employees, agents and guests. Each Owner shall be obligated to repair and pay for any damage to the Road which is caused by or arises out of any such negligent or willful acts within ninety (90) days.

In the event that the Road is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular lot or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular lot, then the Owner of the lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Road at the Owner's expense and shall hold the Owners of the other lots harmless from any liability in connection with such damage or repairs.

3. Improvements to Road: Improvements may be made at any time to a portion or all of the Road provided that the improvements meet with the approval of the Owners of a majority of the Lots serviced by the portion or portions of the Road to be improved. The Owners of the lots benefited by the improvements shall agree among themselves as to how the cost of the improvement is to be apportioned among them.

This agreement shall be binding upon the owners, their successors and assignee's.

Owner: _____

Owner: _____

Parcel Number: _____

Parcel Number: _____

Address: _____

Address: _____

Signature: _____

Signature: _____

Owner: _____

Owner: _____

Parcel Number: _____

Parcel Number: _____

Address: _____

Address: _____

Signature: _____

Signature: _____

Prepared By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
Ottawa County, Michigan
My Commission expires: _____