

ZONING

185 Attachment 5

APPENDIX D
DRIVEWAY MAINTENANCE AGREEMENT
[§ 185-23F(9)]

Agreement made this day of _____, _____, between
_____ (first party), _____ (second party),
_____ (third party), and _____ (fourth
party).

Whereas, _____ (first party) is the owner of certain real property located
at _____ (street address) in Hardyston Township, Sussex County, New
Jersey, more fully described as follows:

(legal description)

Whereas, _____ (second party) is the owner of certain real property located at
_____ (street address) in Hardyston Township, Sussex County,
New Jersey, more fully described as follows:

(legal description)

Whereas, _____ (third party) is the owner of certain real property located at
_____ (street address) in Hardyston Township, Sussex County,
New Jersey, forcefully described as follows:

(legal description)

Whereas, _____ (fourth party) is the owner of certain real property located
at _____ (street address) in Hardyston Township, Sussex County,
New Jersey, more fully described as follows:

(legal description)

Whereas, the above-described properties are adjacent to each other and share a
common boundary line which forms the _____ (designate, e.g.
“North”) line of _____ (first party)’s property and the _____
(designate, e.g. “South”) line of _____ (second party)’s, property and the
_____ (designate, e.g. “North”) line of _____ (third party)’s,
property and the _____ (designate, e.g. “South”) line of _____
(fourth party)’s, property.

HARDYSTON CODE

Whereas, an existing driveway located along the common boundaries lies partially on each of the above described properties, the location of that driveway being more particularly described as follows;

(legal description of driveway)

Hereinafter referred to as “common driveway.”

Whereas, each party intends to grant to the other an easement for the use of the portion of the driveway area that is located within the legal boundary of the granting party’s property; and,

Whereas, each party agrees to help in maintaining the driveway in its entirety in an equal and proportionate share; and,

Whereas, the parties agree the common driveway is to be a private road maintained at their sole expense and not fall under the jurisdiction of Public Law 1989, Chapter 299, codified as N.J.S.A. 40:67-23.2 et seq.

Now, therefore, in consideration of the promises set forth in this agreement, the parties agree as follows:

1. Each party grants to the other an easement for reasonable ingress and egress on and across the portion of the common driveway area that lies within the boundaries of the property of the granting party.

2. If it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the common driveway, the expense of such repairing or rebuilding shall be born equally by the parties hereto, their heirs, successors or assigns. Whenever the common driveway or such portion thereof shall be repaired or rebuilt, it shall be erected on the same spot and on the same line, be of the same size, the same or similar material and of like quality as the present common driveway.

3. The parties agree that the common driveway shall undergo routine maintenance, as often as required, including the removal of snow, dirt, debris or any other materials which may limit the effective use of the common driveway. The parties agree to share equally all costs in maintaining the common driveway.

4. The parties further agree that this common drive shall be a private drive and shall not be constituted as a public road. Further, the parties agree to not look to the municipality at any time for help in maintaining the common drive, nor shall the common drive fall be constituted a public thoroughfare as envisioned under Public Law 1989, Chapter 299, codified as N.J.S.A. 40:67-23.2 et seq.

ZONING

5. This agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest and assigns of the undersigned parties.

6. This agreement shall be perpetual, and at all times shall be construed as a covenant running with the land, and no part of the fee of the soil upon which the common driveway above described in located shall pass or be vested in another party. It is further understood and agreed that the easements and covenants contained herein are to be held by the parties hereto, their heirs, successors or assigns as appurtenant to the land owned by the respective party.

Witness:

(First Party)

(First Party)

(Second Party)

(Second Party)

(Third Party)

(Third Party)

(Fourth Party)

(Fourth Party)