

Maintenance Agreement at 17 Wilson St between Lot 1 and Lot 2, Beacon, NY 12508.

Lots 1 and 2 shall be defined as the following:

Lot 1 approx 10,000 sq. ft on the north portion of current lot

Lot 2 approx 66.000 sq.ft on the south portion of current lot

1) Items covered:

- a) Sewer main from Lot 2 to Sewage holding tank where it crosses lot 1
- b) Sewage holding tank (located on lot 1)
- c) Force main running from holding tank to manhole in Wilson St.
- d) Sewage Ejector pump
 - i) Electrical Service for pump (fed from lot 1)
 - ii) High water alarm

2) Obligations

- a) Lot 2 shall be allowed reasonable access to items covered for purposes of inspection, maintenance and repairs.
- b) Lot 1 shall be prohibited from plantings, digging, hardscaping etc. that might damage the underground piping system.
- c) Lot 1 shall maintain a suitable Wifi/ internet system as required for the High water alarm system to function and provide readouts to Lot 2. In the event of failure to maintain such a system Lot 2 may provide a direct wire underground in conduit from the high alarm back to a point on Lot 2 within the residence built there at the expense of Lot 1.
- d) Lot 1 shall keep electric service current in order to maintain power to Sewage Ejector Pump.

3) Costs

- a) Costs for maintenance or repairs of the system anywhere beyond where the two Sewer mains join shall be split between the two properties apportioned evenly between the two properties.
- b) Costs to repair Sewer lines before where they join shall be the responsibility of each respective lot that is served by that main. Lot 2 shall repair damage to driveway of Lot 1 if required.
- c) Electric Costs
 - i) Lot 1 shall be responsible for electrical bills to Lot 1 which include the Sewage Ejector Pump loads.
 - ii) Lot 2 shall pay Lot 1 an annual amount equal to 500 times the current electric rate in Kilowatts per hour (KWH) published by Central Hudson on the first business day after January 1st of the year to cover that year's apportioned electrical usage costs.

4) Failure to pay

- a) If one property fails to pay apportioned costs for required maintenance or repairs or electrical costs the other party may pay the full costs and seek arbitration for restitution from the other party.
- b) Arbitration : Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association Alternative Dispute Resolution Service] under its Rules of Procedure for Arbitration. The number

of arbitrators shall be one. The place of arbitration shall be Beacon NY. New York state law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5) Willful Damage

a) Damage to the system due to willful negligence or malfeasance by one party, shall result in full costs of repairs to be apportioned to that party.

i) Willful negligence or malfeasance shall result from the introduction of :

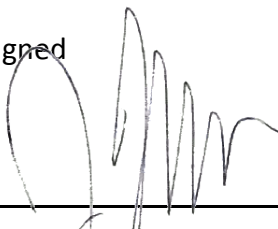
- (1) cigarette butts
- (2) disposable diapers
- (3) sanitary napkins & tampons
- (4) handi-wipes
- (5) pop-off toilet wand scrubbers
- (6) trash
- (7) condoms
- (8) hair
- (9) bandages
- (10) rags & strings
- (11) coffee grounds
- (12) paper towels
- (13) latex, plastic or metallic objects
- (14) dead fish or small animals
- (15) Kitchen Greases

Etc.

6) Duration of Agreement

a) This agreement shall be in force between the two properties and shall be transferred as an easement deeded to the Lots in question as long as the system is in place and required to be used by Lot 2.

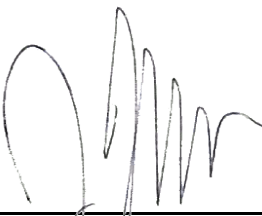
Signed



9/26/17

Jonathan Moss

Owner Lot 1



9/26/17

Jonathan Moss

Owner Lot 2