

ROAD MAINTENANCE AGREEMENT

1. The undersigned parties, being all of those who own property affected by the road described below, agree to the following:

(a) The expenses of maintenance, repair, and or restoration of the road covered by this Agreement shall be apportioned equally.

(b) The road shall be maintained in good passable condition under all traffic and weather conditions.

(c) That this Agreement shall run with the land and shall be appurtenance thereto and is not a personal right afforded each party, and shall bind all heirs, distributees and assigns.

(d) This Agreement is made by and between all parties who own property affected by the road.

(e) All parcels of property shall have the use of this road for all water, sewer, gas, electric, drainage and any and all other utilities for both the installation and maintenance of the same.

(f) From time to time, but not less than once per year, all parties who own property affected by the road described below shall gather to determine what, if any, maintenance repair and or restoration of the road is needed. Additionally, from time to time, but not less than once per year, owners shall balance what is owed and due each property owner.

2. The road covered by this Agreement is described as, DENNINGS AVENUE SUBDIVISION, BEACON, NEW YORK 12508, it is further described in "Schedule A" as "Proposed Access & Utility Easement In Favor Of Lot 1 & 2"

Daniel Ingham

Angela Dellaportas Ingham

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE "A"
PROPOSED ACCESS & UTILITY EASEMENT
IN FAVOR OF LOT 1 & 2

All that certain plot, piece or parcel of land lying in the City of Beacon, County of Dutchess, State of New York; bounded and described as follows:

BEGINNING at a concrete monument found at the intersection of the easterly bounds of Dennings Avenue and the northerly bounds of lands of Milligan (Tax lot 5954-50-664591); thence,

South 72 degrees 38 minutes 13 seconds East 72.00 feet along the northerly bounds of Milligan (5954-50-664591) to an iron rod found 2.50 feet west of corner; thence,

South 87 degrees 00 minutes 00 seconds East 245.03 feet along the northerly bounds of DeCampo (Tax lot 5954-50-696588) to a point; thence,

Through Proposed Lots 1 and 2 the following three (3) courses:

North 12 degrees 11 minutes 36 seconds West 35.63 feet; thence,

South 86 degrees 17 minutes 25 seconds West 80.36 feet; thence,

North 87 degrees 00 minutes 00 seconds West 77.88 feet; thence,

Along the southerly bounds of lands of Lamb (Tax lot 5954-50-668602) the following two (2) courses:

North 87 degrees 00 minutes 00 seconds West 74.85 feet to an iron rod in concrete found 0.2 feet south of the corner; thence,

North 72 degrees 38 minutes 13 seconds West 73.02 feet to an iron rod in concrete found 0.1 feet south of the corner; thence.

South 07 degrees 53 minutes 10 seconds West 25.35 feet along the easterly bounds of Dennings Avenue to the point or place of BEGINNING.

Containing 8,201 square feet or 0.19 acres of land, more or less.