

## ROAD MAINTENANCE AGREEMENT

**AGREEMENT**, made the \_\_\_\_ day of December, 2021 by and between JAMES SENEAL and JAMES SENEAL, as owner of real property described and recorded in the Ulster County Clerk's Office in Liber 2675 of Deeds at Page 9657, with an address of 87 Mountain Road, Shokan, New York 12481. The premises lie in the Town of Olive, County of Ulster, and State of New York.

**WHEREAS**, the above described premises are the subject of a 2-Lot Minor Subdivision known as Way Back Acres as set forth on a Map Showing Subdivision of Lands For James Senecal situate in Shokan, Town of Olive, Ulster County, New York, and recorded in the Ulster County Clerk's Office as Map Number \_\_\_\_\_. The 2 Lots are accessed by a private road, a section of which runs over Lot 1 and a section of which runs over Lot 2 for which an Agreement of Mutual Easement in the nature of a right of way which services both parcels for purposes of ingress and egress from the public road known as Mountain Road. The aforesaid Agreement of Mutual Easement dated December \_\_\_\_, 2021, is recorded in the Ulster County Clerk's Office in Liber \_\_\_\_\_ at Page \_\_\_\_\_ ; and

**WHEREAS**, the respective owners of each parcel desire to share in the maintenance of said road, hereinafter called "the common road," and wish to document their agreement with respect to the maintenance of said road,

**NOW, THEREFORE**, in consideration of the mutual promises and consideration given herein, the parties agree as follows:

1. The parties shall share equally in the costs and expenses of maintaining the common road in useable condition for ingress and egress to each of their respective parcels by motor vehicle and pedestrians in a safe manner. Said maintenance shall include snow removal and any repairs made necessary by use and damage from the elements.
2. This agreement shall run with the land with respect to each such premises and shall be binding upon the parties, their heirs, successors, and assigns.
3. Any repair or maintenance requiring any expenditure must be pre-approved by all parties.

**IN WITNESS WHEREOF**, each party to this agreement has executed this agreement the day and year first written above.

\_\_\_\_\_  
James Senecal

\_\_\_\_\_  
James Senecal

