

## DECLARATION OF EASEMENT

### WATER LINE EASEMENT

THIS INDENTURE, made this 6<sup>th</sup> day of August, 2024 between FREDERICK M. WILKLOW AND SHARON A. WILKLOW, residing at 341 Pancake Hollow Road, Highland, NY 12528, party of the first part (herein alternatively referred to as "Grantor") and FREDERICK M. WILKLOW AND SHARON A. WILKLOW, residing at 341 Pancake Hollow Road, Highland, NY 12528, party of the second part (herein alternatively referred to as the "Grantee")

WITNESSETH: That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, DOES HEREBY GRANT, TRANSFER AND CONVEY to the party of the second part a permanent non-exclusive easement and right-of-way in, over, under, along, across, through and upon that portion of the lands of Grantor described in Schedule "A" attached hereto for the purpose of installing, maintaining, using, operating, repairing, replacing, reconstructing and keeping an existing well line for the conveyance of water from the well located upon the lands of the Grantee, located on Lot No. 2 as designated on a map entitled "Map of Subdivision of Lands of Frederick M. & Sharon A. Wilklow" to be filed with the Office of the Ulster County Clerk, said well line servicing a dwelling on Lot No. 1 as designated on a map entitled "Map of Subdivision of Lands of Frederick M. & Sharon A. Wilklow" to be filed with the Office of the Ulster County Clerk.

The owners of Lot No. 1 shall return the easement area located on Lot No. 2 as near as practicable to its then-current condition after the owners of Lot No. 1 undertake to install, maintain, use, operate, repair, replace, reconstruct and keep the facilities providing water to Lot No. 1 as set forth herein.

This declaration/agreement/easement shall remain in effect as long as the Declarants or one of their children, Albert Wilklow or Becky Wilklow-Marnell are the owners of either of the lots set forth herein. This declaration/agreement/ easement shall terminate at the time either Lot No. 1 or Lot No. 2 are not owned by the Declarants or either of their children, Albert Wilklow and Becky Wilklow-Marnell.

The owners of Lot No. 1 agree to indemnify and hold the owners of Lot No. 2 harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any use, maintenance, repair or replacement undertaken by the owners of Lot No. 1 under or pursuant to this agreement. The owners of Lot No. 1 agree to maintain General Liability Insurance in reasonable amounts covering

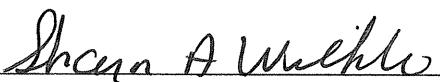
the Easement Area and prior to any construction related activities, worker's compensation insurance and provide certificates as evidence thereof.

Any modification under this agreement or additional obligation assumed in connection with this agreement shall be binding only if the evidenced in writing signed by each owner. The failure of any party obligated by this agreement to insist upon the performance of any of the terms in and conditions of this agreement, or the waiver of any breach of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms in conditions, but the same shall continue and remain in full force and affect as if no such forbearance or waiver had occurred.

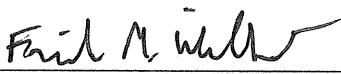
IN WITNESS THEREOF, the Declarants has duly executed this agreement the date and the year first written above.

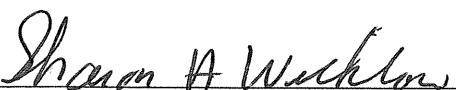
GRANTOR: FREDERICK M. WILKLOW AND SHARON A. WILKLOW

  
FREDERICK M. WILKLOW

  
SHARON A. WILKLOW

GRANTEE: FREDERICK M. WILKLOW AND SHARON A. WILKLOW

  
FREDERICK M. WILKLOW

  
SHARON A. WILKLOW

STATE OF NEW YORK

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) SS.:  
COUNTY OF ULSTER

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On this 6 day of August, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK M. WILKLOW AND SHARON A. WILKLOW, Grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SEAN MURPHY  
Notary Public, State of New York  
Qualified in and for Ulster County  
Commission Expires 11/16/26  
No. 02MUE004308

STATE OF NEW YORK

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) SS.:  
COUNTY OF ULSTER

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On this 6 day of August, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK M. WILKLOW AND SHARON A. WILKLOW, Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledge to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SEAN MURPHY  
Notary Public, State of New York  
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