

**DECLARATION OF
COMMON ACCESS EASEMENT AND MAINTENANCE AGREEMENT**

THIS DECLARATION made this _____ day of _____, 2025, is intended to refer to lands in the Town of Marlborough, County of Ulster and State of New York, owned by Jeffrey Aldrich, residing at 132 Milton Turnpike, Milton, New York 12547 (the "Declarant"), whose property consists of a parcel of real property situate on New Road, Town of Marlborough, Ulster County, New York (SBL: 103.1-1-33.210) as more fully set forth and described on a map entitled "Subdivision of Lands of Jeffrey Aldrich", as filed with the Ulster County Clerk's Office on _____, 2025, as Filed Map No. 25-_____ (the "Map"); and

WHEREAS, shown on the Map is a proposed 50' wide "Proposed Private Road" for shared driveway access for Lot 1, Lot 2, Lot 3 and Lot 4 for ingress and egress to New Road (the "Common Access Easement"); and

WHEREAS, the Common Access Easement is more particularly described at Schedule "A" annexed hereto; and

WHEREAS, it is in the best interest of all parties who do or will own Lot 1, Lot 2, Lot 3 and Lot 4 as depicted on the Map (the "Owners") and Declarant to have an agreement that covers maintenance of the Common Access Easement in a passable condition, and sets forth the responsibility for expenses for the maintenance or repair of the Common Access Easement; and

WHEREAS, it is the intention of Declarant to record this declaration and that all the provisions of this declaration run with the lands covered hereby.

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual covenants contained herein, Declarant hereby grants and declares the following:

1. Lot 1, Lot 2, Lot 3 and Lot 4 shall have and enjoy a mutual and non-exclusive right to use the Common Access Easement for all purposes of ingress and egress, as well as the mutual rights to make use of the Common Access Easement for the installation of customary utilities for their mutual convenience and benefit.

2. Declarant, and the subsequent Owners of each lot, their successors, heirs and assigns, shall expressly refer to this Declaration in any deeds conveying title to their lots and shall transfer such title subject to the terms and conditions of this Declaration.

3. The Owners shall keep and maintain the Common Access Easement free from obstruction, and in an open and passable condition at all times and under all conditions, so it can be utilized by ordinary passenger vehicles as well as fire, police, medical, ambulance and any and all other emergency vehicles. The Owners shall complete or permit an annual safety access inspection for fire and emergency services.

4. All decisions for any improvement, maintenance and/or repair of the Common Access Easement, and for the election of a Manager as hereinafter provided, shall be made only upon the majority vote of the Owners. Each lot shall have one vote irrespective of the number of owners of that lot. "Maintenance" shall include, but shall not be limited to, snowplowing, sanding, pavement repairs, ice removal, tree trimming, mowing the shoulders of the road, and cleaning any drainage structures. Owners shall repair any potholes that are three inches in depth or deeper.

5. Any and all expenses for the improvement, maintenance and/or repair of the Common Access Easement shall be borne by the Owners, in the following proportionate shares:

- a. Lot 1: Twenty Five percent (25%) thereof;
- b. Lot 2: Twenty Five percent (25%) thereof;
- c. Lot 3: Twenty Five percent (25%) thereof; and
- d. Lot 4: Twenty Five percent (25%) thereof.

6. The Owners shall meet at least annually to discuss the condition of and the need for improvement, maintenance and/or repair of the Common Access Easement. The Owners may elect a Manager, in the event a majority thereof shall deem it necessary, who will advise them of the condition, and any need for and the expenses of the improvement, maintenance and/or repair of the Common Access Easement. The Manager shall serve for a term of one (1) year or such other term(s) as the Owners by majority vote shall determine. The Manager may also be an Owner. If any improvement, maintenance and/or repair of the Common Access Easement is performed, the Manager shall immediately notify the Owners of the total amount of any invoice(s) and their proportionate share thereof, and the Owners shall immediately deliver payment of the same to the Manager who in turn shall immediately pay the contractor or entity retained to perform such improvement, maintenance and/or repair.

7. In addition to the foregoing, each Owner agrees to indemnify and hold the other Owners and Declarant harmless from any and all liability for injury or damage when such injury

or damage shall result from, arises out of, or be attributable to the use, improvement, repair and/or maintenance conducted pursuant to this Declaration.

8. Unless otherwise agreed by a majority of the Owners, in the event accumulation of snow exceeds three (3) inches in depth (as an average depth), the Manager is authorized to engage a contractor to remove the snow from the Common Access Easement without further consultation with or authorization from the Owners. Notwithstanding the foregoing, irrespective of the depth of the snowfall, the Declarants and all future Owners shall in all seasons and at all times keep said Common Access Easement in a safe and passable condition for police vehicles, firetrucks, ambulances and all other emergency vehicles.

9. If any Owner does not contribute his/her proportionate share of the expenses for the improvement, maintenance and/or repair of the Common Access Easement within ten (10) days of the due date for the same, then such non-compliant Owner shall be liable to the other Owner and shall be obliged to pay interest at a rate of twelve percent (12%) per annum on the unpaid charges, together with all expenses, including reasonable attorney's fees incurred to collect the same whether or not any legal proceeding is commenced. Such non-compliant Owner shall also be liable to the other Owner and subject to an action or actions brought by the other Owner for damages or equity. Nonpayment shall be grounds for filing a lien against the property of offending party.

10. In the event of deadlock between the Owners in reaching a decision on maintenance, improvement and/or repair issues, the Owner of either lot shall be entitled to demand binding arbitration as a remedy. In the event the Owners cannot agree upon an impartial arbitrator, then either may pursue arbitration pursuant to the prevailing and applicable rules of the American Arbitration Administration. The non-prevailing party shall suffer the costs of arbitration, including the reasonable and necessary attorney's fees incurred by the prevailing party.

11. This Declaration shall be recorded and shall be deemed a covenant running with the lands affected hereby and shall inure to the benefit of and be binding upon the Declarant, all Owners, and their successors, heirs and assigns forever.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

Jeffrey Aldrich

STATE OF NEW YORK)
) SS.:
COUNTY OF ULSTER)

On the _____ day of _____ in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey Aldrich, 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 acknowledged 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

Schedule A

50' WIDE PRIVATE ROAD DESCRIPTION

ALL THAT PARCEL OF LAND situate in the Town of Marlborough, County of Ulster and State of New York being designated as "Proposed Private Road" on a map entitled "Map of Subdivision of Lands of Jeffrey Aldrich" filed with the Office of the Ulster County Clerk on _____, 2025 as Filed Map No. 25-_____, said Private Road being more particularly bounded and described as follows:

[Description to be provided]