

**PRIVATE RIGHT-OF-WAY AND MAINTENANCE DECLARATION**

THIS DECLARATION, made the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 202-, by **Solo Holidays LLC**, with an address of 95 Christopher Columbus Drive, F16-Office, 16th Floor, Jersey City, New Jersey 07302, (hereinafter referred to as the "Declarant").

**W I T N E S S E T H:**

WHEREAS, Declarant is the fee owner of certain real property situate in the Town of Saugerties, County of Ulster, State of New York, as described in a Deed from ----  
-----, to Solo Holidays LLC. said Deed being dated \_\_\_\_\_, 202- and recorded on \_\_\_\_\_, 202- within the Offices of the Ulster County Clerk in the following book and page records: Db. \_\_\_\_\_, P. \_\_\_\_\_.  
[Instrument # \_\_\_\_\_.]

WHEREAS, the real property aforesaid has recently obtained Final Subdivision Approval from the Town of Saugerties Planning Board, which Approval subdivided the premises into nine (9) subdivision lots; and,

WHEREAS, the approved subdivision is depicted on a subdivision plat dated \_\_\_\_\_, 202- by Praetorius and Conrad, P.C., which map is entitled "-----  
-----"; and,

WHEREAS, the approved subdivision plat map which map was signed by the Chairman of the Saugerties Planning Board

on \_\_\_\_\_, 202- for subdivision plat map filing in the Offices of the Ulster County Clerk; and,

WHEREAS, nine (9) of the lots within the subdivision [Lots 1,2,3,4,5,6,7,8 and 9] aforesaid are to be serviced by this Declaration providing for a non-exclusive easement for ingress, egress, regress and utilities servicing Lots 1,2,3,4,5,6,7,8 and 9; and,

WHEREAS, the 50 foot wide private roadway easement and right-of-way, together with the 20 +/- foot wide roadway, as described within this Declaration are shown by location and the boundaries of the easement area is shown on the Subdivision Map will be owned in fee by Lot 1 and located as shown upon the Filed Subdivision Plat Map, as filed within the Offices of the Ulster County Clerk on \_\_\_\_\_, as Filed Map # \_\_\_\_\_.

WHEREAS, the Declarant desires to enter into this Easement and Maintenance Declaration with respect to the common access for the roadway travelling over, across and through Lot 1 for servicing Lots 2,3,4,5,6,7,8 and 9 as shown upon the Filed Subdivision Map and as more particularly described within Schedule "A" annexed; and,

WHEREAS, a copy of the Subdivision Map which is filed within the Offices of the Ulster County Clerk, depicting

the roadway and the easement and right-of-way, is more particularly shown on Schedule "B", hereto annexed.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and the promises, conditions and consideration herein set forth, the Declarant hereby reserves and grants a non-exclusive easement and right-of-way for ingress, egress and regress for vehicular and pedestrian passage to and from Lot 1 in order to service Lots 2,3,4,5,6,7,8 and 9 and in order to access N.Y.S. RTE212 Road. The Declarant further reserves and grants a non-exclusive easement for utility services over, across and through Lot 1 in order to provide electric, cable, fiber optic and all other utility services to Lots 2,3,4,5,6,7,8 and 9, as shown upon the Filed Subdivision Map aforesaid.

1. GRANTS: Declarant grants and reserves a non-exclusive easement and right-of-way in order to permit the use, maintenance, improvement and repair of the common portions of the shared private roadway known as "-----  
-----" for ingress, egress and regress for residential purposes to and from Lots 1,2,3,4,5,6,7,8 and 9. Lot 1 shall be the servient tenement and lots 2,3,4,5,6,7,8 and 9 shall all collectively be the dominant tenements under this Declaration.

2. RESPONSIBILITIES: Lots 1, Lot2, Lot 3, Lot4, Lot 5, Lot 6, Lot7, Lot8 and Lot 9 shall be and remain equally responsible [11.11% each] for all upkeep, maintenance, improvement and snow removal ["Roadway Costs"] so as to provide reasonably safe and passable movement of vehicles for ingress, egress and regress including fire, safety and emergency vehicles under all weather conditions as required for the private roadway running to and from Manorville Road to the respective lots and any and all other improvements hereafter to be constructed on said parcels. Lots 8, 9 and 10 shall each remain wholly responsible for all of their individual remaining driveway costs once Acorn Trail Terrace terminates and the Lots 2,3,4,5,6,7,8 and 9 driveways begin.

3. MAINTENANCE BY LOT OWNERS: Regardless of the status as servient or dominant tenement, each Lot owner shall at all times possess the right to keep and maintain and shall keep and maintain the private roadway serving Lots 1,2,3,4,5,6,7,8 and 9 and the improvements located on the aforesaid easement and right of way serving the lots aforesaid unobstructed and in good repair and passable condition, including maintenance and snow removal, clearing, replacing and repairing drainage ditches, culverts, grading, filling in potholes or surfacing the

traveled portion and such roadway shall be kept and maintained at all times in such a condition as to permit fire, emergency and safety vehicles to gain free and unobstructed access to all buildings and other structures under all weather conditions. Nothing herein shall require the lot owners to provide maintenance over private driveways other than the private roadway serving Lots 1,2,3,4,5,6,7,8 and 9 to the extent it has been incorporated in this Declaration. Each owner of an improved lot sharing the private roadway travelling from N.Y.S. Rte 212 Road shall contribute an equal share [11.11% per lot] of the costs of such work. The fee owners of Lots 2,3,4,5,6,7,8 and 9 shall thereafter be wholly responsible for all individual driveway 2,3,4,5,6,7,8 and 9 to that portion of the shared private roadway servicing Lots 1,2,3,4,5,6,7,8 and 9 for shared use. Any party damaging the shared portions of the roadway by use of heavy equipment or trucks or otherwise shall be solely responsible for correcting such damage. The Lots 1,2,3,4,5,6,7,8, and 9 fee owners shall be responsible for their agents, employees or invitees in connection with any such damage by them. No party shall be required to pay the cost of capital improvements other than those which are

necessary to provide reasonably safe and passable vehicular access along the shared private roadway.

4. MEETING OF LOT OWNERS: The lot owners subject to this Declaration may, but are not required to, have a meeting on reasonable notice to select a person, or persons, who shall arrange for the work to be performed, collect the necessary funds from the lot owners, consult with the lot owners as may be required and notify the lot owners of the next meeting. Any notice, bill or other communication required under this Declaration shall be either a) personally served, or, b) sent to the lot owners(s) at the address of the affected lot taken from the most recent Town tax rolls, unless such address is changed by written notice to each lot owner concerned, in which event the change of address given shall be used for the sending of such notice or communication shall be made by registered or certified mail, properly addressed and postage prepaid.

5. WAIVER OF LIABILITY: To the extent legally permissible, each lot owner who is a party to this Declaration for his, her or itself and to the extent applicable, their families, guests, agents, employees and invitees, agree that the owners of the lots over which the shared private roadway pass and their respective agents,

officers and employees, their heirs, successors, representatives and assigns, shall not be held liable for any claim for property damage or personal injury arising out of the design or condition of the shared private roadway or any act or omission relating thereto including but not limited to its construction, maintenance, upkeep, repair, snow removal and sanding. Any such liability to third parties shall be borne as between the lot owners in the same proportion as they bear the costs and expenses of the upkeep, maintenance and repair of the private roadway. However, this shall not release any lot owner or other party from liability arising out of his, her, their or its own negligence or willful acts. The lot owners may, if they so desire, obtain liability or other insurances as they may deem appropriate to protect against risk of loss or claims.

6. ENFORCEMENT AND MORTGAGE SUBORDINATION: In the event that any lot owner refuses to contribute his, her, their or its proportionate share in advance, the costs thereof shall be due together with the reasonable attorneys' fees, costs and disbursements of collecting the same. Any action to collect such sum may be filed by a lot owner, the Committee or its successors or assigns who may also maintain any necessary legal proceedings in any Court

of competent jurisdiction. Any litigation relating to this Declaration shall be required to be determined in the Courts of New York State with venue in Ulster County. Any and all sums which may become due hereunder shall be liens running with the land but shall be and remain subject and subordinate to the lien of any mortgage now or hereafter held by a lending institution on any of the lots made subject to this Declaration.

7. UTILITY EASEMENT: Each Lot owner shall be responsible for all of their own costs associated with providing utility service to Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, and Lot 9 through Lot 1 as the servient tenement, under this Declaration and as shown upon the Filed Map aforesaid.

8. BINDING EFFECT: This Declaration shall touch, concern and run with the land, shall be appurtenant thereto and shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties to this Declaration and the subsequent lot owners of the aforesaid Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, and Lot 9 as depicted upon the Filed Subdivision Map. In the event that any portion, provision or term of this Declaration is finally determined to be unenforceable or invalid by a Court of competent

jurisdiction, such determination shall not affect the balance of this Declaration which shall remain in full force and effect.

9. AMENDMENT: This Declaration may only be amended or modified by a written agreement signed and acknowledged by the owners of at minimum, all nine (9) of the lots at the time subject to this Declaration and contributing a share of the costs. Any such amendment or modification shall take effect upon its recording in the Office of the Ulster County Clerk bearing the acknowledged signatures of both of the lot owners memorializing that such approval has been duly obtained.

10. NO ORAL CHANGES: This Declaration is fully integrated and shall not be changed, altered or annulled orally.

11. CAPTIONS: The paragraph captions are inserted for convenience and do not limit or affect the contents of this Declaration or the paragraphs.

12. NO WAIVER: The failure to insist upon strict adherence to the terms, conditions and covenants of this Declaration shall in no way effect a waiver of any other terms, conditions and covenants of this Declaration.

13. NAME: The private roadway aforesaid shall be known by the name "-----" for signage and associated Ulster County 911 purposes.

IN WITNESS WHEREOF, the Declarant has set its' hand and seal on the date and year first above written.

**Solo Holidays LLC**

By: \_\_\_\_\_

DRAFT

**ACKNOWLEDGMENTS**

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

On the \_\_\_\_th day of \_\_\_\_\_, 202-, before me, the undersigned, personally appeared -----, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

\_\_\_\_\_  
Notary Public

Record & Return To:

DRAFT