PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2026, by **GEORGE SCHONGER and LOIS SCHONGER**, residing at 92 Hallihan Hill Rd, Kingston, New York 12401, hereinafter referred to as "SCHONGER".

WITNESSETH

WHEREAS, SCHONGER is the owner in fee of certain real property located in the Town of Kingston, County of Ulster, State of New York, as described in a deed, recorded in the Ulster County Clerk's Office on April 21, 2011, in Book 5111, Page 57, which property is designated on the Tax Maps of the Town of Kingston as Tax Map No. Section 39.3, Block 2, Lot 21.200, and

WHEREAS, SCHONGER received Conditional Preliminary and Final Subdivision Approval from the Town of Kingston Planning Board on _____, 2026 to subdivide the property into two (2) residential lots, Lot 2 being proposed for a single-family dwelling, all as set forth on a subdivision map prepared for George & Lois Schonger, prepared by Praetorious and Conrad, P.C., dated May 4th, 2026, last revised _____ (hereinafter the "Subdivision Map"), and recorded in the Ulster County Clerk's Office on _____ as Map No. _____; and

WHEREAS, the Subdivision Map depicts, in part, "Remaining Lands of George & Lois Schonger" (hereinafter "Lot 1A") and Lot 2 (hereinafter the "Lots"), together with a private road named, Lois Way, serving Lots 1A and 2, as shown on said map (hereinafter the "Private Road"), being more particularly described in each Schedule "A" annexed hereto; and

WHEREAS, SCHONGER has determined that the Private Road is and shall remain a Private Road and that it is in the best interest of all concerned that there be an agreement concerning the repair and maintenance of the Private Road binding upon all present and future owners of the Lots serviced by the Private Road; and

WHEREAS, the common easement area shall exist within the bounds of the Private Road for the purpose of access and utilities for the Lots; and

WHEREAS, the easement and terms of this agreement shall spring into effect immediately upon the transfer of ownership of Lot 2 from SCHONGER to another grantee and shall thereafter run in perpetuity with the lands and shall bind the owners of Lots 1A and 2, and all respective heirs, distributees, executors, administrators, successors and assigns.

AGREEMENT

NOW, THEREFORE, SCHONGER does hereby make and declare the following covenants, restrictions and regulations pertaining to the Lots and the Private Road, which said covenants, restrictions and regulations shall run with the lands and bind all owners present and future, whether or not specifically referred to or set forth in any subsequent deed to any of the Lots:

1. **ROAD SECTION COVERED BY THIS AGREEMENT**. The Private Road as depicted on said Map #_____, is fifty (50) feet wide with the fee ownership held by SCHONGER. The description for the private road is annexed hereto as Schedule "A" and incorporated herein.

2. **RIGHT OF WAY**. The Lots shall have an access easement with rights of ingress, egress and regress over and along the Private Road by foot or vehicle and such access rights shall not be obstructed or blocked and shall remain open and no vehicles, whether registered or not registered, are to remain on the roadway for any period of time except for brief emergency purposes. The Lots shall have a utility easement over, along and under the Private Road as shown on the Subdivision Map.

3. **ENFORCEMENT**. Each of the parties to this agreement may post signs indicating that the road section covered by this agreement is a private road and that it is to be entered upon by authorized users only. Further, any of the parties to this agreement may take reasonable steps to prohibit the use of the Private Road by unauthorized users, including civil claims or criminal charges against any said unauthorized users.

4. **MAINTENANCE**. The repairs and maintenance of the Private Road shall include the following: cultivation, mowing and trimming of grass, shrubs and trees within the Private Road right-of-way, leaf removal, snow and ice removal, salting, pothole repair, graveling and/or resurfacing, of the Private Road. The owner of Lot 2 shall be solely responsible for the costs of said repairs maintenance.

5. **IMPROVEMENTS**. Improvements to the Private Road beyond the aforementioned repairs and maintenance, which shall include widening or significantly changing the road's type of surface, shall require approval from all Lot owners beforehand.

6. **AGENT**. The owner of Lot 2 is hereby designated as the agent of the Lot owners with the responsibility for carrying out repairs and maintenance as defined in this agreement. In the event that the owner of Lot 2 is unable or unwilling for any reason to perform their duties as agent, the successor agent shall be the owner of Lot 1A.

7. **CONDITION.** The Private Road shall be maintained in good, passable condition under all traffic and weather conditions, as to permit fire, emergency and safety vehicles to gain

access to Lots in accordance with all legal requirements. The Private Road shall at all times be kept open for firefighting equipment and other emergency vehicles.

8. **DRAINAGE.** All such Parcels shall be subject to the rights to drain or discharge ice or snow off the Private Road or through culverts now or hereafter installed. Driveways shall be constructed with landing areas, crowns and culverts so that water, ice and snow are not discharged onto the Private Road.

9. **WAIVER OF LIABILITY.** To the extent allowed by law, each Lot owner for himself or herself and his or her family, guests, agents, employees and invitees agrees to release, hold harmless and indemnify the lot-owner who is authorized by this agreement to perform or order road maintenance or snow removal work and his or her heirs and assigns.

10. **TOWN OF KINGSTON.** Unless and until such time as the Town Board of the Town of Kingston formally accepts such road as a public highway, the Town shall have no liability or responsibility for the care and maintenance of said road.

11. **AMENDMENT.** This agreement may be amended or modified only by a written agreement signed and acknowledged by the parties or their heirs, executors, administrators or assigns.

12. **EFFECT OF AGREEMENT:** This agreement will run with the land with respect to all of the Lots and will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. This Agreement shall remain in full force and effect for so long as said road remains private and until formal acceptance of the road or a portion thereof as a public highway by the Town Board of the Town of Kingston. Nothing contained in this Agreement shall require such acceptance of the highway by the Town Board of the Town of Kingston until such time as the Applicant or subsequent owners have complied with all legal requirements for dedication of highways pursuant to State Law, Local Laws, and subdivision regulations, and have obtained the approval of the highway Superintendent of the Town of Kingston.

13. **CAPTIONS:** The paragraph captions are inserted for convenience only and do not limit or affect the contents of this agreement in any way.

14. **RECORDING:** This agreement shall be recorded in the Office of the Ulster County Clerk.

15. **NOTICE**. Any notice required to be sent shall be sent to the address on the tax bill of the lot owner.

16. This Agreement is made subject to the terms of the existing easement granted by Schonger to Bluestone Solar, LLC as described in the Grant of Easement for Utility Facilities recorded in the Ulster County Clerk's office on February 15, 2018 as Book 6267 page 300, and as depicted on the Subdivision Map.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the _____ day of _____, 2026.

_____
GEORGE SCHONGER

_____
LOIS SCHONGER

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

On the ____ day of_____, in the year 2026, 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 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 ULSTER)

On the ____ day of _____, in the year 2026, 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 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