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SHARED DRIVEWAY USE AND MAINTENANCE AGREEMENT TOWN OF MOREAU
BUILDING DEPARTMENT

James and Susanne Hooper (hereinafter "**Hooper**"), as the record owners of real property known as: Lot #2 in the proposed subdivision of Lands of Hooper consisting of approximately 3.31 Acres and proposing a driveway, as part of said subdivision, which driveway is being partially on the adjacent property and **Shannon Brock** (hereinafter "**Brock**"), as proposed owner of real property known as Lot "#1" the adjacent property, do hereby enter into a shared driveway agreement as follows:

1. There is hereby created a shared driveway agreement for the benefit of both HOOPER and BROCK and for the future maintenance, and construction of said Shared Driveway. The Shared Driveway shall be for the benefit of HOOPER and BROCK and their heirs, successors and assigns (collectively referred to hereinafter as "owners"), forever, and shall run with their respective lands in perpetuity. The owners are prohibited from conveying an interest in this agreement separate from the fee ownership their respective properties as more fully identified above.

2. The reciprocal Shared Driveway Easement is more particularly described in Schedule "A" annexed hereto.

3. The owners of the burdened properties shall share costs of creating said driveway as proposed as well as maintenance costs of the Shared Driveway, including the cost of periodic patching, resurfacing, filling with stone and snow and ice removal, equally, as is applicable.

4. The non-payment of the maintenance costs for _____ TBD _____ days following the due date shall create a lien on the defaulting owner's property, which lien shall be subordinate to all mortgages of record prior to the date of the lien and any that are thereafter recorded. The lien may be enforced by an action brought by the other owner against the defaulting owner personally, or by any action to foreclose the lien.

5. The owners shall jointly contract for maintenance services, or otherwise make provision for such services in such manner as they shall from time to time agree.

6. In the event the owners shall unanimously decide and agree to pave the surface thereof with a macadam, blacktop, or other artificial surfacing material, the maintenance obligations of the owners shall thereafter include the necessary maintenance of such new surface.

7. None of the owners shall park so as to obstruct the free use of the Shared Driveway by the other owner, their invitees, guests, trade persons, family, or emergency vehicles.

8. The owners shall keep the Shared Driveway in good repair and shall not make or allow any use of their property or of the Shared Driveway which is likely to result in damage to the driveway.

9. The rights and duties of the owner may be enforced by the other owner in an action brought in the Supreme Court, Saratoga County. In any such action, the prevailing party shall be entitled to recover such party's reasonable attorney's fees.

10. Each owner shall carry liability insurance coverage for the Shared Driveway in the amount no less than _____ TBD _____ and shall provide proof thereof to each other.

11. Each owner shall indemnify the other owner from any claims for damages, whether personal, property or derivative, and shall hold the other owner harmless from any and all claims brought by or against them, by the other owner, their invitees, guests, trade persons, family or emergency vehicles.

12. The rights of the owners under this agreement are subject to the rights of any easements of record.

13. The agreement prohibits the change of the location of the Shared Driveway.

14. Each owner's deed shall hereinafter reference the agreement as follows:
"Subject to an easement for the driveway on such real property that provides use and enjoyment by [address of neighboring property and SBL #], "Neighboring Property;" such that, owners of the Neighboring Property may use the driveway easement for ingress and egress located on the Neighboring Property. The easement for the driveway prohibits any changes to the location of the driveway and may not be altered with any improvement made to the real property."

15. The easement may include the right to erect utility poles to carry electric power, telephone and cable service and/ or to bury such utility services. There shall be no parking of vehicles within the bounds of the driveway that would block or impede free access to either Lot by either owner of Lot "1" or Lot "2".

16. The parties hereto, their heirs, successors & assigns, in consideration of the execution of this easement, shall hold harmless & indemnify the other parties hereto from any loss or expense arising from their use of the common driveway set forth herein by themselves, their employees, contractors, and guests and further agree to defend, indemnify and hold the other party harmless and safe from any and all claims, demands. Losses, causes of action, damage, law suits, judgments, and personal injuries including permanent disability, death, attorney's fees, and attorney's costs which arise out of each party's use of said common driveway.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument this ____ day of _____, 2024.

James Hooper

Susanne Hooper

Shannon Brock

State of New York)
County of _____) ss.:

On the ____ day of _____, in the year 202_, before me, the undersigned, personally appeared _____ 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 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

State of New York)
County of _____) ss.:

On the ____ day of _____, in the year 202_, before me, the undersigned, personally appeared _____ 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 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.

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