

Indian Park Association, Inc.
PO Box 921
Greenwood Lake NY 10925



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Email: info@indianpark-ny.com

Road Opening Agreement

THIS AGREEMENT made this day of,
....., by and between INDIAN PARK ASSOCIATION, INC., located at PO Box 921,
Greenwood Lake, New York (hereinafter referred to as GRANTOR) and

..... (hereinafter
referred to as GRANTEE).

WHEREAS, GRANTEE is the owner in fee simple of a certain parcel of land
located in the Town of Warwick, County of Orange, State of New York and designated
on the tax map of Orange County as Section Block Lot
and more particularly described on the attached schedule (where applicable); and

WHEREAS, GRANTOR is the owner in fee simple of a common area located
at

.....

WHEREAS, GRANTEE is desirous of undertaking the following work:

.....

.....

NOW THEREFORE, in consideration of the sum of ONE AND 00/100
(\$1.00) dollar and other good and valuable consideration, the receipt of which is hereby
acknowledged, GRANTOR hereby grants to GRANTEE an easement for the aforesaid
work under the following conditions:

1. GRANTEE shall, at all times, at GRANTEE'S own cost and expense, keep and
maintain said in good repair.
2. GRANTOR grants to GRANTEE, Grantee's contractors, agents, servants and /or
employees, the right to enter the premises described herein for the sole purpose of
and to the extent reasonably necessary for installation, maintenance and repair of
said

Road Opening Agreement

(continued)

3. GRANTEE shall, upon the completion of any work, completely restore the affected lands of GRANTOR to its original condition. In the event GRANTEE fails to do so, GRANTOR may undertake said restoration and GRANTEE agrees to indemnify GRANTOR for the cost and expenses thereof, within ten (10) days of the demand therefor.

4. GRANTEE shall indemnify and hold harmless the GRANTOR from any and all losses, costs and expenses, including but not limited to reasonable attorney's fees and court costs, settlements or damage awards, that are incurred by the GRANTOR by reason of the actions of the GRANTEE under this agreement.

5. This agreement shall run with the land and shall inure to the benefit of the respective assigns, successors in interest and legal representatives of the parties to this agreement.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledge this agreement on the day and year hereinabove set forth.

INDIAN PARK ASSOCIATION, INC.

By: _____
Indian Park President (for Grantor)

Please print name

By: _____
Indian Park Owner (Grantee)

Please print name

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