

96002473

COMMON DRIVEWAY AGREEMENT

PARTIES

MADE this 20 day of November, 1996, between MARJORIE C. GREGORY, P.O. Box 3, Nineveh, New York 13813, hereinafter referred to as "GREGORY", and DOROTHY MARION DUTCHER, residing at RR #1, Afton, New York 13730, hereinafter referred to as "DUTCHER".

RECITALS

PREMISES

1. GREGORY is the owner of a parcel of land in the Town of Afton, County of Chenango, New York, designated as parcel 293.09-1-8 on the Chenango County Tax Map, and DUTCHER is the owner of a parcel of land in the Town of Afton, County of Chenango, New York, north of the GREGORY parcel and designated as parcel 293.09-1-7 on the Chenango County Tax Map, and
2. The north line of the GREGORY parcel and the south line of the DUTCHER parcel are common, and
3. There is a common driveway ("the driveway") on the north line of the GREGORY parcel and the south line of the DUTCHER parcel, and
4. The parties intend to maintain the existing driveway for ingress and egress.

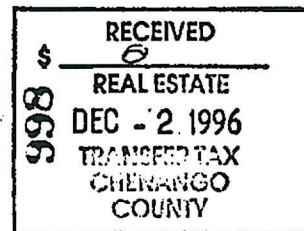
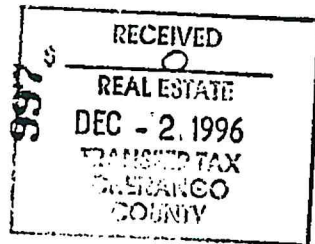
WITNESSETH

That in consideration of the mutual premises herein contained, and other good and valuable consideration, the parties agree as follows:

EASEMENT

1. That GREGORY hereby grants and conveys to DUTCHER an easement to use that portion of the common driveway which crosses the boundary line jointly With GREGORY for all ordinary purposes of ingress and egress over the same, leading to and from Route 7. DUTCHER hereby grants and conveys to GREGORY an easement to use that portion of the common driveway which crosses the boundary line jointly with DUTCHER for all ordinary purposes of ingress and egress over the same, leading to and from Route 7.

Re: Vitanza, Aaron & Fitzgerald  
700 Centre Plaza  
53 Chenango St.  
Binghamton, NY 13901



UNOBSTRUCTED USE

2. That neither of the parties, their distributees, devisees, personal representatives, successors or assigns, shall in any way impede or obstruct the other party in the free use of the existing common driveway for the purposes set forth above.

AGREEMENT TO RUN WITH THE LAND

3. This Agreement shall run with the land and bind the parties to it, their distributees, devisees personal representatives, successors or assigns.

EXPENSES FOR REPAIR AND MAINTENANCE

4. Each of the parties, their successors in title and assigns shall be responsible for repair, maintenance and replacement of the driveway within the boundary of their respective parcels of land as well as the removal of leaves, snow and debris from that portion of the driveway within the boundary of their respective parcels of land.

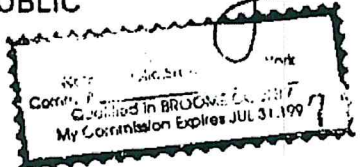
IN WITNESS WHEREOF, this agreement has been duly executed the parties hereto.

Marjorie C. Gregory  
Marjorie C. Gregory

Dorothy Marion Dutcher  
Dorothy Marion Dutcher

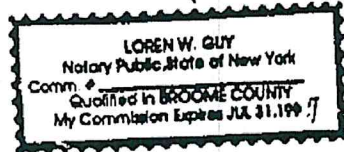
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF CHENANGO )

On this 20 day of November, 1996, before me personally appeared Marjorie C. Gregory, to me known and known to me to be the same individual described in and who executed the foregoing instrument, and she duly acknowledged that she executed the same.

Loren W. Guy  
NOTARY PUBLIC  


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

On this 20 day of November, 1996, before me personally appeared Dorothy Marion Dutcher, to me known and known to me to be the same individual(s) described in and who executed the foregoing instrument, and she duly acknowledged that she executed the same.

Loren W. Guy  
NOTARY PUBLIC  


Chenango County, SS  
Recorded on this 2nd Day  
of December 1996 at 1:06  
o'clock P M. In Liber 797 of  
Deeds  
at Page 438 and examined  
Mary C. Weidman Clerk