

This agreement made and entered into this 4th day of June, 1918, by and between,

Harvey Losee and Rosalie Losee, his wife, of the Town of Red Hook, Dutchess County, N. Y., parties of the first part,

A N D

Edwin K. Losee, and Agnes L. Losee, his wife, of the same place, parties of the second part.

Whereas the parties of the first part are the owners of certain premises situated in the Town of Red Hook, and which said premises are described in a deed from Edwin K. Losee and wife to Harvey Losee and wife, recorded in liber 402 page 227 in the Dutchess County Clerk's Office, to which deed reference is hereby made for a more full and complete description, and on which said premises are situated certain springs of water, and from which springs the water flows through pipes to the barn and dwelling house of first parties and to the dwelling house of second parties, and they are desirous of fixing their rights thereto.

Now therefore for and in consideration of the sum of one dollar from each to the other paid, the receipt whereof is hereby acknowledged and also in consideration of the covenants and agreements herein contained to be kept by both parties, do hereby agree as follows:

The said first parties hereby convey to second parties and to their heirs and assigns forever the right to use the water from said springs situated on first parties lands and conduct same by pipes to the dwelling house of second parties, each of the parties to this agreement to have equal use of the flow from said springs; which flow is conducted in one pipe a portion of the distance and then separates into two pipes, one to each house. It is also agreed that in case of drought, when the flow from said springs is low that each of the parties to this agreement will equally conserve the use of the water giving first parties a prior right to use said water during such dry season for the watering of stock.

Both parties to have the use of the water as now being used. The repair and maintenance of the springs and any reservoir and the repair and upkeep of that portion of the pipe line which is mutually used, shall be shared and paid for equally. In case of any dispute as to any matters or controversies as to the carrying out of this agreement, the same shall be settled by arbitration, each party to choose one, and the two thus chosen to choose a third, their decision to be final.

It is understood and agreed that the covenants and agreements herein contained shall be perpetual and shall bind the parties hereto, their heirs and assigns, and shall at all times be construed as covenants running with the land.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the year and day first above written, in presence of.

*Harvey Losee* L. S. *Edwin K. Losee* L. S.  
State of New York. ss *Rosalie Losee* L. S. *Agnes L. Losee* L. S.  
Dutchess County.

on this 4th day of June, 1918 before me the subscriber personally appeared Harvey Losee, Rosalie Losee, Edwin K. Losee and Agnes L. Losee, to me known and known to me to be the same persons of the same name mentioned and described in the foregoing instrument and who executed the same and who severally acknowledged to me that they executed the same.

*Harry [Signature]*  
Notary Public,



1 b.

Harvey Losee and wife,

with

Edwin K. Losee and wife,

Agreement.

The original files  
was Received  
Dec 5 1918  
L 402-346

Harry Arnold, Atty.,

Rec'd June 5, 1918-  
1918 L.402-346