



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015

Time Recorded: 3:12 PM

ROBERT BOOLUKUS ESQ
1065 MAIN ST

FISHKILL, NY 12524

Document #: 02 2015 6195

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC

Grantee: BEEKMAN TOWN

Recorded In: Deed

Tax District: Beekman

Instrument Type: EASE

Examined and Charged As Follows :

Recording Charge: \$95.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1236

Number of Pages: 10

*** Do Not Detach This Page

*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N

TP-584: Y

County Clerk By: cha

Receipt #: 106447

Batch Record: 2021

Bradford Kendall
County Clerk



0220156195

Deds Eas 9/10
7/10
90
95

ROAD GRADING EASEMENT

THIS EASEMENT, made as of the 8th day of August, 2014, by and between O'DONNELL & SONS, INC., a New York corporation having an address at PO Box 526, 218 Van Wyck Lake Road, Fishkill, New York 12524, as Grantor, and the TOWN OF BEEKMAN, a municipal corporation organized under the laws of the State of New York having its principal office at 4 Main Street, Poughquag, New York 12570, as Grantee. ✓

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property situate, lying and being in the Town of Beekman, County of Dutchess, State of New York, for which Grantee received from the Town of Beekman Planning Board (the "Planning Board") preliminary approval for a subdivision entitled "Stone Ridge Estates" (hereinafter the "Property", or the "Subdivision", or "Stone Ridge Estates") to include 18 residential lots on May 20, 2010 and final approval on March 15, 2012 (the "Final Resolution"); and

WHEREAS, the Subdivision Map for Stone Ridge Estates which was filed in the Dutchess County Clerk's Office as Map No. 12468 on February 25, 2014 (the "Map") shows a road grading easement within the areas designated as Lots 1 and 2 and Open Space "A" and "B" (the "Easement Area"), more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Grantor now wishes to declare and establish easements to permit access in, on, under, over, across and through the Easement Area.

NOW, THEREFORE, in consideration of One and 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Grantor hereby declares that the Property shall be conveyed subject to, and together with, the benefits of the following Access and Grading Easement, in, on, under, over, across and through the Easement Area for the benefit of Grantee.

2. Grantor hereby grants to Grantee, a temporary non-exclusive easement over the Property, but limited only to the Easement Area, for pedestrian and vehicular ingress and egress to and from the roadways to the Property for the purpose of grading the Easement Area in connection with construction of the roadways.

3. Grantor hereby grants to Grantee, a temporary grading easement, for any grading within the Easement Area, as may be required for the installation and construction of the

Stone Ridge Road and Halle Court roadways. The easement created hereunder shall terminate upon the completion of construction of said roadways and dedication of the roads and their acceptance as Town Roads by the Grantee.

4. In connection with Grantee's use of the Easement Area, Grantee shall be liable for the prompt restoration of the Easement Area to a neat and stabilized condition if it is disturbed by Grantee, his agents or employees and the prompt grading and seeding of any such area which Grantee may disturb or, at Grantee's sole cost and expense.

5. All work to be performed by Grantee shall be in accordance with all applicable codes, laws, rules and regulations and best practices.

6. In the absence of any negligent or intentional act or omission by Grantor, its employees, agents, representatives, contractors or invitees, Grantee agrees to indemnify and defend Grantor and to save harmless Grantor, its heirs, successors and assigns, including the contemplated Homeowners Association which shall hold title to this Road Grading Easement against and from claims by or on behalf of any person arising by reason of injury to person or property occurring from Grantee's use of the Easement Area, to the extent occasioned by a negligent or intentional act or omission on the part of Grantee, its agents, contractors, employees or assigns, including the contemplated Homeowners Association which shall hold title to this Road Grading Easement.

7. The parties, together with their successors and assigns, shall have the right to enforce this Easement by proceeding at law or in equity, against any person or persons violating or attempting to violate this Declaration, to restrain such violation, and to recover any reasonable legal fees, court costs, and disbursements incurred in connection with such proceeding. Grantor, its employees, agents, representatives, contractors or invitees, shall have no obligation to enforce or defend this Easement or the validity of the grant thereof.

8. This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and /or assigns, including the contemplated Homeowners Association which shall hold title to this Road Grading Easement.

9. It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in this Easement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Easement made by the other.

10. Whenever the sense of this document may make it necessary or appropriate, any singular word or term used herein shall include the plural; and any masculine word or terms shall include the feminine and neuter genders, and vice versa.

11. This Easement may not be changed, altered, amended, waived, terminated or otherwise modified unless the same shall be in writing and signed by or on behalf of the party to be

charged.

12. This Easement shall be governed by the laws of the State of New York.


13. Invalidation of any one of the provisions of this Easement by judgment or court order shall not affect the validity of any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on the day and date first above mentioned.

O'DONNELL & SONS, INC

By: 
Sean O'Donnell, President

THE TOWN OF BEEKMAN

By: 
Barbara Zulauf, Town Supervisor

STATE OF NEW YORK)

COUNTY OF Dutchess) ss.:

On the 8th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean O'Donnell, 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.

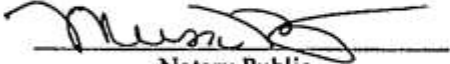

Notary Public

ROBERT BOOLUKOS
Notary Public, State of New York
Qualified in Dutchess County
Registration No. 02804711036
My Commission Expires March 30, 2018

STATE OF NEW YORK)

COUNTY OF) ss.:

On the 12th day of February, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Zulauf, 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

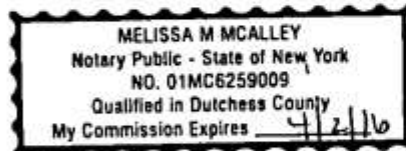


EXHIBIT A

DESCRIPTION OF EASEMENT AREA

4-12-12

Road Grading Easement

All that certain piece or parcel of land lying and situate in the Town of Beekman, County of Dutchess, and State of New York, shown on a certain map entitled, "Subdivision Plat of Stone Ridge Estates of Beekman prepared for Beekman Home and Land Development, LLC", to be filed in the Dutchess County Clerks Office, being more particularly bounded and described as follows,

Beginning at a point on the easterly line of Stone Ridge Road at the southwest corner of Lot 18, running thence,

1. N 16°15'22" E, 68.41', along Stone Ridge Road,
2. S 04°41'37" E, 53.25', through Lot 18 to the northerly line of Open Space B,
3. S 04°41'37" E, 18.46', through Open Space B,
4. S 10°11'18" W, 171.99', to the easterly line of Stone Ridge Road,
5. Northerly on a curve to the right having a radius of 125.00' for an arc length of 108.00', (chord: N 08°29'39" W, 104.67'), to a proposed concrete monument,
6. N 16°15'22' E, 74.53', back to the point of Beginning.

Road Grading Easement

All that certain piece or parcel of land lying and situate in the Town of Beekman, County of Dutchess, and State of New York, shown on a certain map entitled, "Subdivision Plat of Stone Ridge Estates of Beekman prepared for Beekman Home and Land Development, LLC", to be filed in the Dutchess County Clerks Office, being more particularly bounded and described as follows,

Beginning at a point on the westerly line of Stone Ridge Road marked by a proposed concrete monument at the southeast corner of Lot 1, running thence,

1. S 16°15'22" W, 29.97', to a point of tangency,
2. Southerly on a curve to the left having a radius of 175.00' for an arc length of 31.61', to the northeast corner of Open Space C,
3. N 77°46'25" W, 18.85',
4. N 16°30'52" E, 62.73', through Open Space A to the southerly line of Lot 1,
5. N 21°13'56" E, 180.68', through Lot 1 to the westerly line of Stone Ridge Road,
6. S 16°15'22" W, 209.97' along Stone Ridge Road back to the point of Beginning.

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Beginning at a point on the easterly line of Stone Ridge Road at the southwest corner of Lot 10, running thence,

1. N 16°15'22" E, 68.41', along Stone Ridge Road,
2. S 04°41'37" E, 53.25', through Lot 18 to the northerly line of Open Space B,
3. S 04°41'37" E, 18.46', through Open Space B,
4. S 100°11'18" W, 171.99', to the easterly line of Stone Ridge Road,
5. Northerly on a curve to the right having a radius of 125.00' for an arc length of 108.00', (chord: N 08°29'39" W, 104.67'), to a proposed concrete monument,
6. N 16°15'22" E, 74.53', back to the point of Beginning.

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Beginning at a point on the westerly line of Stone Ridge Road marked by a proposed concrete monument at the southeast corner of Lot 1, running thence,

1. S 16°15'22" W, 29.97', to a point of tangency,
2. Southerly on a curve to the left having a radius of 175.00' for an arc length of 31.61', to the northeast corner of Open Space C,
3. N 77°46'25" W, 18.85',
4. N 16°30'62" E, 62.73', through Open Space A to the southerly line of Lot 1,
5. N 21°13'56" E, 180.68', through Lot 1 to the westerly line of Stone Ridge Road,
6. S 16°15'22" W, 209.97', along Stone Ridge Road back to the point of Beginning.

ROAD GRADING EASEMENT

Section
Block
Lots 1 & 2, and Open Space A and B of Stone Ridge Estates
Town of Beekman
County of Dutchess
State of New York

Record and return to:

Robert Boolukus, Esq.
1065 Main Street
Fishkill, New York 12524