



**Dutchess County Clerk Recording Page**

Record & Return To:

Date Recorded: 9/29/2015  
Time Recorded: 3:12 PM

ROBERT BOOLUKUS  
1065 MAIN ST  
  
FISHKILL, NY 12524

Document #: 02 2015 6198

Received From: NEW VENTURE ABSTRACT LTD

Grantor: BEEKMAN TOWN  
Grantee: O'DONNELL & SONS INC

Recorded In: Deed  
Instrument Type: RW

Tax District: Beekman

**Examined and Charged As Follows :**

Recording Charge: \$75.00  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1239

Number of Pages: 6

\*\*\* 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



0220156198

7/27/14  
5/16

**BENTON MOORE ROAD RIGHT OF WAY**

**THIS RIGHT OF WAY**, made as of the 8<sup>th</sup> day of August, 2014 by and between the **TOWN OF BEEKMAN**, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 (the "Town"), as Grantor, and **O'DONNELL & SONS, INC.**, a New York corporation having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524 ("OSI"), **STONE RIDGE ESTATES SEWAGE CORPORATION**, having an address at PO Box 26, 218 VanWyck Lake Road, Fishkill, New York 12524 ("SRESC") and **STONE RIDGE ESTATES WATER CORPORATION**, having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524 ("SREWC"), jointly and severally as Grantee.

**WITNESSETH:**

WHEREAS, Benton Moore Road in the Town of Beekman ("Benton Moore Road") is a highway by use pursuant to Section 189 of the New York State Highway Law, and therefore the Town has an easement interest in Benton Moore Road for use as a public highway.

WHEREAS, in connection with the ownership by OSI of real property located within the Town of Beekman for which OSI's predecessor in title received from the Town of Beekman Planning Board (the "Planning Board") final approval for a subdivision entitled "Stone Ridge Estates" (hereinafter the "Property", or the "Subdivision", or "Stone Ridge Estates") to include 18 residential lots (the "Lots"), on March 15, 2012 (the "Final Resolution"), the Town wishes to declare, establish and grant the following right of way in, to, under, over, across, along and through Benton Moore Road for the purpose of construction of Subdivision improvements, as shown on 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") including but not limited to:

a. the construction, installation, inspection, operation, repair, replacement, alteration and maintenance of sewer mains and pipes, cleanouts, manholes, force mains, transmission mains, pumping stations and any equipment, including all temporary and permanent improvements, necessary to provide sewer services for the benefit of OSI and to the present and future customers of SRESC (collectively, the "Sewer Improvement") within Benton Moore Road, as shown on the Map.

b. the construction, installation, inspection, operation, repair, replacement alteration and maintenance of water mains, service lines, transmission lines, valves, hydrants or "blow offs", and any other equipment, including all temporary and permanent improvements, necessary for the benefit of OSI and to provide water to current and future customers of SREWC (collectively, the "Water Improvements") within Benton Moore Road, as shown on the Map.

c. the construction, installation, inspection, operation, repair, replacement and maintenance of drainage pipes and appurtenant drainage facilities for the benefit of OSI (collectively, the "Drainage Improvements") within Benton Moore Road, as shown on the Map.

As to:  
Robert Boollhus  
1065 main street  
Fishkill, NY 12524

d. the re-grading of Benton Moore Road as shown on the Map, to facilitate the installation of the aforesaid sewage, water and draining systems, as well as to facilitate the repair of Benton Moore Road necessitated by the installation of the aforesaid sewage, water and drainage systems.

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

1. The Grantor hereby grants OSI and SRESC, their lessees, licensees or agents, the following easements:
  - a. temporary easement in, to, under, over, across, along and through Benton Moore Road, as shown on the Map, to construct and install the Sewer Improvements; and
  - b. a permanent easement in, to, under, over, across, along and through Benton Moore Road, as shown on the Map, to inspect, operate, repair, replace, alter and maintain the Sewer Improvements.
2. The Grantor hereby grants to OSI and SREWC, their lessees, licensees or agents, the following easements:
  - a. temporary easement in, to under, over, across, along and through Benton Moore Road, as shown on the Map, to construct and install the Water Improvements; and
  - b. a permanent easement in, to, under, over, across, along and through Benton Benton Moore Road, as shown on the Map, to inspect, operate, repair, replace, alter and maintain the Water Improvements.
3. The Grantor hereby grants to OSI, its lessees, licensees or agents, the following easements:
  - a. temporary easement in, to, under, over across, along and through Benton Moore Road, area as shown on the Map to construct and install the Drainage Improvements and to raise the roadway; and
  - b. a permanent easement in, to, under, over, across, along and through Benton Moore Road, as shown on the Map, to inspect, operate, alter, replace, alter and maintain the Drainage Improvements.
4. The Grantor hereby grants to OSI, SRESC and SREWC a temporary easement to re-grade Benton Moore Road for the purpose of facilitating the installation of the sewage, water and drainage systems, as well as to facilitate the repair of Benton Moore Road necessitated by the installation of the sewage, water and drainage systems.

5. Grantee shall promptly restore or replace any installations of any kind on the Grantor's property, including but not limited to landscaping, trees, and shrubbery, which the Grantee may disturb or damage in connection with Grantee's use of an easement area, with installations of like kind and quality, at Grantee's sole cost and expense.

6. All work performed by any Grantee shall be in accordance with all applicable codes, laws, rules and regulations.

7. 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 and to save Grantor harmless against and from claims by or on behalf of any person arising by reason of the injury to person or property occurring from Grantee's use of an 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.

8. The parties, together with their successors and assigns, shall have the right to enforce this Easement by proceeding in 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 shall have no obligation to enforce or defend this Easement or the validity of the grant thereof.

9. The Easements 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.

10. 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 same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Easement made by the other.

11. 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 term shall include the feminine and neuter genders, and vice versa.

12. The Easements 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.

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

TOWN OF BEEKMAN

By:   
Barbara Zulauf, Town Supervisor

O'DONNELL & SONS, INC.

By:   
Sean O'Donnell, President

STONE RIDGE ESTATES SEWAGE CORPORATION

By:   
Sean O'Donnell, President

STONE RIDGE ESTATES WATER CORPORATION


By:   
Sean O'Donnell, President

STATE OF NEW YORK )

) ss.:

COUNTY OF DUTCHESS )

On the 8<sup>th</sup> 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person(s) upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**ROBERT BOOLUKOS**

Notary Public, State of New York

Qualified in Dutchess County

Registration No. 02804711036

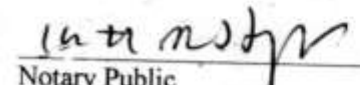
My Commission Expires March 30, 2018

STATE OF NEW YORK )

) ss.:

COUNTY OF DUTCHESS )

On the 19 day of August, 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person(s) upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Kenneth M. Stanger

Qualified in Dutchess County

Expires 7/31/18