



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 6201

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC
Grantee: STONE RIDGE ESTATES SEWAGE CORP

Recorded In: Deed
Instrument Type: EASE

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$90.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1242

Number of Pages: 9

***** 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



0220156201

Case 7/02/8 8/9
85
90

UTILITY EASEMENT AGREEMENT SEWER IMPROVEMENTS

THIS EASEMENT, made the 10th day of July, 2014, by and between **O'DONNELL & SONS, INC.**, a New York corporation having an address at PO Box 526, 218 VanWyck lake Road, Fishkill, New York 12524, as Grantor, and **STONE RIDGE ESTATES SEWAGE CORPORATION**, a New York corporation, having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524, as Grantee.

WITNESSTH:

WHEREAS, Grantor is the owner in fee simple of certain real property located within the Town of Beekman for which Grantor's predecessor in title received from the Town of Beekman Planning Board (the "Planning Board") preliminary approval for a subdivision entitled "Stone Ridge Estates" (hereinafter "Grantor Property", or "Subdivision", or "Stone Ridge Estates") to include 18 residential lots (the "Lots") on May 20, 2010, and final approval on May 15, 2012 (the "Final Resolution"); and

WHEREAS, Grantor wishes to declare, establish and grant to Grantee a permanent easement in favor of Grantee to permit access and use of a portion of the Grantor Property, the location of which is described as the location of all those sanitary sewer improvements as shown on the Map entitled "Stone Ridge Estates", filed in the office of the Dutchess County Clerk on February 25, 2014 as Map No. 12468 (the "Easement Area"), for the purposes of construction, installation, inspection, operation, repair, replacement, and maintenance of sewer mains, service laterals, cleanouts, manholes, force mains, transmission mains, pumping stations and any equipment necessary to provide sewer services for the benefit of Grantor and the present and future customers of Grantee (collectively, the "Sewer Improvements").

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

1. The Grantor hereby grants to Grantee, its lessees, licensees or agents, a permanent easement over, under, to, through and across the Easement Area to read meters, check connections, inspect, operate, repair, replace, and maintain the Sewer Improvements in the event that the Grantor shall fail to do so or in the case of emergency.
2. Grantee shall promptly restore or replace any installations of any kind on the Grantor Property, including but not limited to landscaping, trees and shrubbery, which Grantee may disturb or damage in connection with Grantee's use of the Easement Area, with installations of like kind and quality, at grantee's sole cost and expense.
3. All work performed by Grantee shall be in accordance with all applicable codes, laws, rules and regulations.

4. 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 against and from any 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.

5. Grantee shall be solely responsible for maintaining, repairing and/or replacing the Sewer Improvements installed within the Easement Area at Grantees' sole cost and expense, however, in the event Grantee fails to do so or in the event of emergency, the Grantor shall have the right to inspect, operate, repair, replace and maintain the Sewer Improvements at the sole cost and expense of Grantee.

6. 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.

7. 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.

8. Whenever the sense of this document makes 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.

9. 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.

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

11. *The introductory paragraph of this agreement is incorporated into the same.*
IN WITNESS WHEREOF, the parties hereto have entered into this Easement on the date and year first above written, intending that same be recorded in the Office of the Clerk of the County of Dutchess, division of Land Records.


Grantor:

O'DONNELL & SONS, INC.


By: Sean O'Donnell, President

Grantee:

STONE RIDGE ESTATES SEWAGE CORPORATION


By: Sean O'Donnell, President

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the 10th day of July, 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 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

SCHEDULE A

DESCRIPTION OF EASEMENT AREA "A"

Sewer 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 southerly line of Halle Court at the northwest corner of Lot 1 and the northeast corner of Lot 2, running thence,

1. S 73°44'38" E, 84.19', along the northerly line of Lot 1 to a point of tangency and a proposed concrete monument,
2. Southerly on a curve to the right having a radius of 25.00' for an arc length of 12.37',
3. N 73°44'38" W, 83.57', through Lot 1,
4. S 16°15'22" W, 202.00', through Lot 1 to the northerly line of Open Space A,
5. S 16°15'22" W, 165.96', through Open Space A,
6. S 05°14'28" W, 199.96', through Open Space A,
7. S 21°41'12" E, 26.88', through Open Space A to the northerly line of lands now or formerly New York State Electric & Gas (N.Y.S.E.G.),
8. S 21°41'12" E, 158.99', through N.Y.S.E.G. to the northerly line of Open Space D,
9. S 21°41'12" E, 52.40', through Open Space D to a proposed monument on the proposed northerly line of Benton Moore Road,
10. S 31°54'59" W, 9.31', along the proposed northerly line Benton Moore Road,
11. S 38°50'01" W, 20.11', along the proposed northerly line Benton Moore Road,
12. N 21°41'12" W, 76.61', through Open Space D to southerly line of N.Y.S.E.G.,
13. N 21°41'12" W, 158.99', through N.Y.S.E.G. to the southerly line of Open Space A,
14. N 21°41'12" W, 24.10', through Open Space A,
15. N 05°14'28" E, 208.36', through Open Space A to a point marked by a proposed concrete monument on the southerly line of Lot 3,
16. N 16°15'22" E, 165.37', through Lot 3 to the southerly line of Lot 2,
17. N 16°15'22" E, 202.00', through Lot 2,
18. S 73°44'38" W, 87.40', through lot 2 to the southerly line of Halle Court,
19. Easterly on a curve to the right having a radius of 25.00' for an arc length of 12.37' (chord: S 87°55'22" E, 12.25'), to a proposed monument,
20. N 73°44'38" E, 88.03', along Halle Court and Lot 2 back to the point of Beginning.

SCHEDULE B

DESCRIPTION OF EASEMENT AREA "B"

Sewer 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 17, running thence,

1. N 16°15'22" E, 148.00', to the southwest corner of Lot 16,
2. N 16°15'22" E, 112.57', to a point of tangency marked by a proposed concrete monument,
3. Northeasterly on a curve to the right having a radius of 25.00' for an arc length of 19.35' (chord: N 38°26'07" E, 18.88'),
4. S 18°56'30" W, 66.70', through Lot 16,
5. S 16°15'22" W, 63.42', to the northerly line of Lot 17,
6. S 16°15'22" W, 148.00', through Lot 17 to the northerly line of Lot 18,
7. N 73°44'38" W, 4.00', back to the point of Beginning.

**UTILITY EASEMENT AGREEMENT
SEWER IMPROVEMENTS**

Section
Block
Lot
Town of Beekman
County of Dutchess
State of New York

Record and return to:

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