



**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 6202

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: \$95.00  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1243

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



0220156202

718 Case 9/10  
90  
95

**UTILITY EASEMENT AGREEMENT FOR  
MAINTENANCE OF SEWER LINES**

**THIS EASEMENT**, made this 8<sup>th</sup> day of August 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.

**WITNESSETH:**

WHEREAS, Grantor is the fee simple owner of certain real property located within the Town of Beekman for which the Grantor received from the Town of Beekman Planning Board (the "Planning Board") preliminary approval for an 18 lot residential subdivision entitled "Stone Ridge Estates" (hereinafter the "Grantor Property", or "Subdivision", or "Stone Ridge Estates") 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 sewer easement area within Open Space "A" and "D" and Lots 1, 2, 3, 16 and 17 of the Grantor Property; and

WHEREAS, in connection with Grantor's development of the Grantor Property, Grantor wishes to declare, establish and grant the following easements to permit access and use portions of the Grantor Property:

- a. An easement in, on, under, across and through portions of Open Space "A" and "D" and Lots 1, 2 and 3 of the Grantor Property (Easement Area "A") as more particularly bounded and described in Schedule A, annexed hereto and made part hereof, and
- b. An easement area in, on, under, over, across and through portions of Lots 16 and 17 of the Grantor Property adjacent to and abutting the roadway (Easement Area "B") as shown more particularly and described in Schedule B, annexed hereto and made part hereof (Easement Area "A" and Easement Area "B" collectively, the Easement area);

for purposes of inspection, operation, repair, replacement, alteration and maintenance of sewer mains and pipes, cleanouts, manholes, force mains, transmission mains, pumping stations and any equipment necessary to provide sewer services for the benefit of the Grantor and to 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 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. The Grantor hereby grants to Grantee, its lessees, licensees or agents a permanent easement in, on under, over, across and through the Easement Area to inspect, operate, repair, replace, alter and maintain the Sewer Improvements.

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 to be 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 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. 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 shall have no obligation to enforce or defend this Easement or the validity of the grant thereof.

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 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.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the date and year first above written, intending that the 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

Grantees:

STONE RIDGE ESTATES SEWER CORPORATION

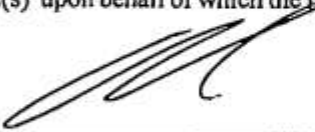
By:   
Sean O'Donnell, President

The introductory paragraphs of this agreement shall be deemed incorporated into the same.



STATE OF NEW YORK )  
 ) s.s.:  
COUNTY OF Dutchess )


On the 8<sup>th</sup> day of August 2014 before me, the undersigned, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) 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, 2015

STATE OF NEW YORK )  
 ) s.s.:  
COUNTY OF Dutchess )

On the 19 day of August, 2014 before me, the undersigned, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Kenneth M. Blenker  
Qualified Dutchess County  
Expires 7/31/15

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°58'30" 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.

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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