



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 6203

Received From: NEW VENTURE ABSTRACT LTD

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

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: 1244

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



0220156203

Ease (11/12/13) 84
85
86
90

DECLARATION OF CONSERVATION EASEMENT

THIS INDENTURE made the 8th day of August 2014, between
O'DONNELL & SONS, INC., a New York corporation company having an address at PO Box
526, 218 VanWyck Lake Road, Fishkill, New York 12524 ("Declarant"), its successors and
assigns, including the contemplated Homeowners Association, as hereinafter defined; and the
TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag,
New York 12570 ("the Town" or "Grantee").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of real property located within the
Town of Beekman 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 (the "Lots") on May 20, 2010 and final approval on March 15, 2012; and

WHEREAS, the Subdivision Map for Stone Ridge Estates which was filed in the
Dutchess County Clerk's Office as Map No. 12468 on Feb. 25, 2014 (the "Map")
shows a proposed conservation easement area (the "Conservation Easement") located along the
western boundary of lots 15, 16, 17 and 18 (the "Conservation Easement Area"), more
particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Declarant will form a homeowners association (the "Homeowners Association") to maintain the Conservation Easement Area in perpetuity in accordance with the Final Resolution; and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept the Conservation Easement therein.

NOW THEREFORE, in consideration of the sum of one (\$1.00) dollar, receipt of which is hereby acknowledged, Declarant does hereby grant to the Town a perpetual Conservation Easement, pursuant to Title 3 of Article 49 of the New York State Environmental Conservation Law, in, on, over, across and through the Conservation Easement Area, subject to the following:

a. No building or other structure shall be erected or maintained within the Conservation Easement Area, nor shall there be any other disturbance of the natural conditions thereof except as otherwise set forth below or as may, in the future, be approved for solely conservation purposes by the Planning Board. Further, no tree clearing shall be permitted without the approval of the Planning Board. Such prohibited disturbance shall include but not be limited to: alteration of contours; excavation of top soil or underlying soils; filling or dumping; any action which would contribute to erosion of the land; fire; or destroying, cutting, removing or damaging plants or vegetation in any way.

b. The Town shall have the right to enforce any of the terms of this easement and may enter and inspect the Conservation Easement Area in a reasonable manner and at reasonable times, to assure compliance with the terms of this easement, and to assess against Declarant, its successors and assigns, including the contemplated Homeowners Association, all

costs incurred by the Town for such purposes, to the extent such person or party caused the Town to incur such costs.

c. Declarant, its successors and assigns, including the contemplated Homeowners Association, shall have the responsibility to clean, maintain, police, prevent and remove any nuisance in the Conservation Easement Area.

d. No trash of any nature or garbage, sewage, waste, animal manure or other objectionable or offensive material or refuse shall be permitted to be dumped, placed, discharged, stored or burned within the Conservation Easement Area.

e. Ownership of the Conservation Easement Area above described remains, and will in perpetuity remain, in all respects vested in the Declarant, its successors and assigns, including the contemplated Homeowners Association, and the use and enjoyment of said Conservation Easement Area is retained in perpetuity by and for Declarant, its successors and assigns, subject to the provisions of the easement herein granted.

f. If the Conservation Easement Area or any part thereof shall be taken by condemnation, or any other governmental action, this easement shall terminate automatically as to the property taken only so that the Declarant, its heirs, successors and assigns including the contemplated Homeowners Association, may be as fully compensated for the land so taken as if this easement had never been granted, and remain in full force and effect for that portion of the Easement Area not so taken.

g. The Town agrees to indemnify and defend Declarant and to save harmless Declarant, its heirs, successors and assigns, including the contemplated Homeowners Association, against and from claims by or on behalf of any person arising by reason of injury to

person or property occurring from the Town's entrance onto, inspection of or use of the Conservation Easement Area, to the extent occasioned by a negligent or intentional act or omission on the part of the Town, its agents, contractors, employees or assigns.

The provisions hereof shall run with the land and be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provisions herein contained shall not be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, the parties have duly executed this indenture the day and year first above written.

O'DONNELL & SONS, INC.

By: 

Sean O'Donnell, President


THE TOWN OF BEEKMAN

By: 

Barbara Zulauf, Town Supervisor

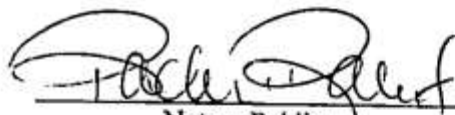
STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:
~~WESTCHESTER~~

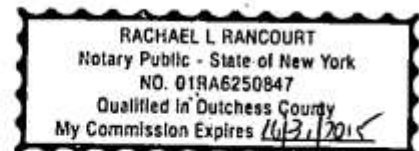
On the 8th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean O'Donnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument 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

STATE OF NEW YORK)
COUNTY OF Dutchess) ss.:
ROBERT BOOLUKOS
Notary Public, State of New York
Qualified in Dutchess County
Registration No. 02804711036
My Commission Expires March 30, 2015

On the 20th day of March, 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



SCHEDULE A

**Metes and Bound Description of Conservation Easement Area
Part of Parcels 15, 16, 17 & 18 of Stone Ridge Estates**

Conservation Easement

8-14-13

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 marked by an iron pin found at the southwest corner of lands now or formerly Kessler (Lot 1, filed map #4170) and the southeast corner of Lot 18, running thence,

1. S 61°48'20" W, 38.00', along the northerly line of Open Space B,
2. N 08°10'32" E, 91.66', through Lot 18, to the southerly line of Lot 17,
3. N 20°05'27" E, 148.33', through Lot 17, to the southerly line of Lot 16,
4. N 20°05'27" E, 142.38', through Lot 16, to the southerly line of Lot 15;
5. S 73°44'38" E, 8.87', along the southerly line of Lot 15,
6. N 25°56'27" E, 260.13', through Lot 15 to the southerly line of Lot 14,
7. S 61°06'19" E, 14.73', to the northeast corner of Lot 15,
8. S 19°15'27" W, 117.93', along a stone wall on the easterly line of Lot 15 and the westerly line of lands now or formerly Rodriguez (Lot 2 filed map #4170),
9. S 57°19'27" W, 25.80', to an iron pin found at the northwest corner of lands now or formerly Kessler (Lot 1, filed map #4170),
10. S 25°56'27" W, 89.30', along a stonewall to an iron pin found,
11. S 21°22'32" W, 28.06', along a stonewall to the southeast corner of Lot 15 and the northeast corner of Lot 16,
12. S 21°22'32" W, 57.77', along a stonewall to an iron pin found,
13. S 20°05'27" W, 84.71', along a stonewall to the southeast corner of Lot 16 and the northeast corner of Lot 17,
14. S 20°05'27" W, 120.30', along a stonewall to an iron pin found,
15. S 08°10'32" W, 28.25', along a stonewall to the southeast corner of Lot 17 and the northeast corner of Lot 18,
16. S 08°10'32" W, 64.79', back to the point of Beginning.

DECLARATION OF CONSERVATION EASEMENT

Section
Block
Lots 15, 16, 17 & 18 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