



**Dutchess County Clerk Recording Page**

Record & Return To:

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

ROBERT BOOLUKOS ESQ  
1065 MAIN ST  
  
FISHKILL, NY 12524

Document #: 02 2015 6204

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: \$85.00  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1245

Number of Pages: 8

\*\*\* 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



0220156204

7/02/14  
80  
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**DECLARATION OF CONSERVATION EASEMENT**

THIS INDENTURE made the 8<sup>th</sup> day of August, 2014, between  
**O'DONNELL & SONS, INC.**, a New York corporation having an address at PO Box 526, 218  
VanWyck Lake Road, Fishkill, New York 12524, its successors and assigns ("Declarant");  
and the **TOWN OF BEEKMAN**, a municipal corporation with offices at 4 Main Street,  
Poughquag, New York 12570 ("the Town").

**WITNESSETH:**

WHEREAS, Declarant is the fee simple owner of real property located within the  
Town of Beekman for which Declarant 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") 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 Feb. 25, 2014 (the "Map")  
shows a conservation easement (the "Conservation Easement") over the parcels designated as  
Open Space A, B, C, D, E and F (the "Conservation Easement Area"); and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept a 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 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 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. Notwithstanding the provisions of this paragraph, the Planning Board has approved the construction of a pedestrian walking trail located within Open Spaces A, C and F and of a parking area located within Open Space F. the construction thereof to be completed by Declarant.

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 and maintain the Conservation Easement Area, as well as to 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, including the contemplated Homeowners Association, 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, its heirs, successors

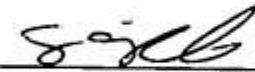
and assigns, including the contemplated Homeowners Association, and to save harmless Declarant, its heirs, successors and assigns, against and from claims by or on behalf of any person arising by reason of injury to person or property occurring from the Town's entrance onto, inspection of or use of the 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:

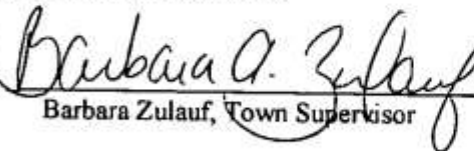


Sean O'Donnell, President

✓

THE TOWN OF BEEKMAN

By:

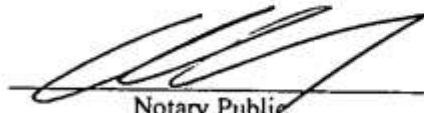


Barbara Zulauf, Town Supervisor

/

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

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(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 12<sup>th</sup> 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

MELISSA M MCALLEY  
Notary Public - State of New York  
NO. 01MC6259009  
Qualified in Dutchess County  
My Commission Expires 4/2/16

## **Schedule A Description**

Title Number **15-NV-DU-64010**

Page **1**

ALL that certain plot, parcel or lot, situate, lying and being in the Town of Beekman, County of Dutchess and State of New York and identified as Open Spaces A, B, C, D, E and F and together with an Easement for the two circular islands within the cul de sacs of Stone Ridge Road and Halle Court roadway, as described on a certain filed map entitled "Stone Ridge Estates" as filed in the Dutchess County Clerk's Office on February 25, 2014 as Filed Map No. 12468.

RESERVING all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof until such time as the Roads are dedicated to the Town of Beekman.

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**DECLARATION OF CONSERVATION EASEMENT**

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Section  
Block  
Lots: Open Spaces A, B, C,  D, E & F of Stone Ridge Estates  
Town of Beekman  
County of Dutchess  
State of New York

Record and return to:

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