



### Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015

Time Recorded: 3:12 PM

STENGER, ROBERTS, DAVIS & DIAMOND LLP  
1136 ROUTE 9

Document #: 02 2015 6206

WAPPINGERS FALLS, NY 12590

Received From: NEW VENTURE ABSTRACT LTD

Grantor: STONE RIDGE ESTATES HOA INC

Grantee: BEEKMAN TOWN

Recorded In: Deed

Tax District: Beekman

Instrument Type: EASE

#### Examined and Charged As Follows :

Recording Charge: \$80.00  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1247

Number of Pages: 7

\*\*\* 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



0220156206

Ease (7/28/8)  
6/7  
7/28/80

**PEDESTRIAN TRAIL INSTALLATION AND MAINTENANCE AGREEMENT AND  
DECLARATION OF PEDESTRIAN TRAIL EASEMENT**

THIS INDENTURE made this 19<sup>th</sup> day of August 2015, between Stone Ridge Estates  
HOA, Inc., a New York corporation, having an address at PO Box 526, 218 Van Wyck Lake  
Road, Fishkill, New York 12524, its successors and assigns, ("Declarant"), O'Donnell & Sons,  
Inc.; and the Town of Beekman, a municipal corporation, with offices at 4 Main Street,  
Poughquag, New York 12570 (the "Town"). *WITH OFFICES AT 218 VAN WYCK  
LAKE ROAD, FISHKILL, NY 12524*

**WITNESSETH:**

WHEREAS, Declarant is the fee simple owner of real property located within the Town  
of Beekman, New York for which the Town of Beekman Planning Board (the "Planning Board")  
granted 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 (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  
walking trail easement area for pedestrian use marked "Walking Trail Easement" on the  
Subdivision Map located within the areas designated as Open Space "A", "C" and "F" which is  
more fully described on Schedule A annexed hereto and made a part hereof (the "Pedestrian  
Trail Easement Area"), which description Declarant hereby agrees to revise subsequent to  
construction, if necessitated by an changes in location, and cause to be recorded and amended  
version of this document in the event that said description is amended; and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept an easement in, on, over, across and through the Pedestrian Trail Easement Area for construction of the pedestrian trail therein and thereafter for public use therein.

NOW THEREFORE, Declarant, in consideration of the Final Resolution for the Subdivision, or any other relevant resolution, does hereby grant and declare that such Subdivision is subject to the following:

Declarant does hereby grant to the Town a perpetual easement in, on, over, across and through the Pedestrian Trail Easement Area, subject to the following:

- a. The Declarant shall install a pedestrian trail not to exceed eight (8) feet in width within the Pedestrian Trail Easement Area for public use (the "Pedestrian Trail;") in accordance with the Final Resolution.
- b. The Declarant shall provide signage and/or monuments within the Pedestrian Trail Easement Area in accordance with the Final Resolution.
- c. The Pedestrian Trail shall be constructed of bark chip surface and signs therefore shall be at the scale of a trail marker.
- d. The Declarant shall clean and maintain the Pedestrian Trail and shall prevent and remove any nuisance in the Pedestrian Trail Easement Area.
- e. The Pedestrian Trail shall be used for pedestrian traffic only, and only from sunrise to sunset. The Pedestrian Trail shall not be used for bicycling, rollerblading, cross-country skiing or snowmobiling. Access by the general public within and across such Pedestrian Trail in or on horseback or motorized vehicles is expressly prohibited.

- f. 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, place, discharged, stored or burned within the Pedestrian Trail.
- g. The Town will restore any disturbed surface area of the Declarant's Property to the same condition that it was prior to the performance of any construction, maintenance or repair work to be performed on the Pedestrian Trail by the Town. It is expressly understood that it may be necessary to remove as part of the said work many or possibly all of the trees, shrubs and bushes presently, or which may in the future be located within the Pedestrian Trail. It is agreed and consented to be the Declarant that the sole obligation of the Town in restoring the Pedestrian Trail Easement Area disturbed by the said work is to rough grade and seed the surface of said area. Said restoration and other work to be performed hereunder shall be performed to the satisfaction of and in the sole discretion of the Town Engineer, whose opinion as to the extent of restoration work necessary to comply with this agreement will be final and binding. Any dispute as to such restoration shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association.
- h. The Town shall indemnify and hold harmless the Declarant, its successors and assigns, including the owners of the Lots on the Subdivision Map from and against any and all claims, liabilities, loss or damages arising out of or resulting from the installation, maintenance, repair and/or use of the Pedestrian Trail. *as soon as subdivision roads are dedicated.*
- i. Ownership of the Pedestrian Trail Easement Area above described remains and will in perpetuity remain in all respects vested in the Declarant, its successors and assigns, and the use and enjoyment of said Pedestrian Trail Easement Area is retained in

perpetuity by and for Declarant, its successors and assigns, subject to the provisions of the easement herein granted.

- j. If the Pedestrian Trail Easement Area or any part hereof shall be taken by condemnation, or any other governmental action, this easement shall terminate automatically as to the property taken only so that the owners, heirs, successors and assigns 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 Pedestrian Trail Easement Area not so taken.
- k. O'Donnell & Sons, Inc. joins this Declaration solely for the purpose of confirming that it will undertake any work required of the Declarant or it, for any work of improvement required by this Declaration. The Declarant hereby grants O'Donnell & Sons Inc., a temporary easement for that purpose. O'Donnell & Sons, Inc. does not assume any obligation of maintenance required by the Declarant under the terms of this Declaration.

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.

*The introductory paragraph of this easement shall be deemed incorporated into this.*

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

Stone Ridge Estates HOA, Inc.

By: 

Sean O'Donnell, President

O'Donnell & Sons, Inc.

By: 

Sean O'Donnell, President

Town of Beckman

By: 

Barbara Zulauf, Supervisor

Acknowledgement

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On August 19 2015 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. ✓

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

Susan T. Hurt  
Notary Public  
SUSAN T. HURT  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01HU4797668  
Qualified in Ulster County  
My Commission Expires June 30, 2019

On August 19 2015 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 upon behalf of which the individual acted, executed the instrument. ✓

Susan T. Hurt  
Notary Public  
SUSAN T. HURT  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01HU4797668  
Qualified in Ulster County  
My Commission Expires June 30, 2019

RECORD AND RETURN TO:

Kenneth M. Stenger, Esq.  
Stenger, Roberts, Davis & Diamond, LLP  
1136 Route 9  
Wappingers Falls, NY 12590