

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 6207

WAPPINGERS FALLS, NY 12590

Received From: NEW VENTURE ABSTRACT LTD

Grantor: STONE RIDGE ESTATES HOA INC
Grantee: BEEKMAN TOWN

Recorded In: Deed
Instrument Type: EASE

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$75.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1248

Number of Pages: 6

*** 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



0220156207

Cdn 7/10/14
2/14/15

**PARKING LOT INSTALLATION AND MAINTENANCE AGREEMENT AND
DECLARATION OF PARKING LOT EASEMENT**

THIS INDENTURE made the 14th day of August, 2014, between **STONE RIDGE
ESTATES HOA, INC.**, a New York Corporation, having an address of PO Box 526, 218 Van
Wyck Lake Road, Fishkill, New York 12524, its successors and assigns ("Declarant");
O'DONNELL & SONS, INC., a New York Corporation, having an address at PO Box 526, 218
VanWyck Lake Road, Fishkill, New York 12524 ("O'Donnell"); and the **TOWN OF
BEEKMAN**, an 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, New York for which the Town of Beekman Planning Board granted preliminary
approval for a subdivision entitled "Stone Ridge Estates" (hereinafter the "Property", the
"Subdivision" or "Stone Ridge Estates") to include 18 residential lots and open spaces "A"
through "F" (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 an
area marked "Public Parking Easement" on the Subdivision Map located within the area
designated as Open Space "F", which is more fully described on Schedule A annexed hereto and
made a part hereof (the "Public Parking Easement Area"); and

WHEREAS, the Public Parking Easement Area is intended as a parking area for public
users of the Pedestrian Trail Easement Area ("Pedestrian Trail") designated on the Map; and

WHEREAS, the Declarant desires to grant to the Town and the Town desires to accept an easement in, on, over, across and through the Public Parking Easement Area for construction of the parking lot herein and thereafter for public use therein.

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

Declaration does hereby grant to the Town a perpetual easement in, on, over, across and through the Public Parking Easement Area, subject to the following:

- a. O'Donnell & Sons, Inc. and Declarant shall install a public parking area (the "Parking Lot") in the Public Parking Easement Area;
- b. O'Donnell & Sons, Inc. and Declarant shall provide signage and/or physical markings within the Public Parking Easement Area in accordance with the Final Resolution, the Declarant being responsible for the initial installation of the signage and/or physical markings and the Homeowners Association being responsible for maintaining same thereafter;
- c. The Town shall maintain the Parking Lot and shall clean, maintain, police, prevent and remove any nuisance in the Public Parking Easement Area; *after the subdivision is dedicated*
- d. Declarant, its successors and assigns, shall have the right, but not the responsibility, to maintain the Public Parking Easement Area if the Town fails to do so;
- e. The Parking Lot shall be used for automobile parking for public users of the Pedestrian Trail, and only from sunrise to sunset. The Parking Lot shall not be used for commercial vehicles;
- f. 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 Parking Lot by the Town. 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;

g. The Town shall indemnify and hold harmless the Declarant from any and all claims, liabilities, loss or damage arising out of or resulting from the installation, maintenance, repair and/or use of the Parking Lot *after the subdivision roads are dedicated*



h. Ownership of the Public Parking 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 Public Parking Easement Area is retained in perpetuity by and for Declarant, its successors and assigns, subject to the provisions of the easement herein granted;

i. If the Public Parking 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 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 Public Parking Easement Area not so taken.

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.

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 introductory paragraphs of this easement are deemed incorporated into this easement.

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 Beekman

By: 

Barbara Zulauf, Supervisor

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. ✓



Notary Public

STATE OF NEW YORK

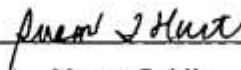
SS:

COUNTY OF DUTCHESS

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

On August 18, 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-STATE OF NEW YORK
No. 01HU4797668
Qualified in Ulster County
My Commission Expires June 30, 2019



Notary Public

RECORD AND RETURN TO: Kenneth M. Stenger, Esq.
Stenger, Roberts, Davis & Diamond, LLP
1136 Route 9
Wappingers Falls, NY 12590