



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015
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STENGER, ROBERTS, DAVIS & DIAMOND LLP
1136 ROUTE 9

WAPPINGERS FALLS, NY 12590

Document #: 02 2015 6208

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: \$95.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1249
Red Hook Transfer Tax:

Number of Pages: 10

*** Do Not Detach This Page
*** This is Not A Bill

RP5217: N
TP-584: Y

County Clerk By: cha
Receipt #: 106447
Batch Record: 2021

Bradford Kendall
County Clerk



0220156208

15-NV-DU-64010

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95
Case

**STORMWATER FACILITIES CONSTRUCTION,
MAINTENANCE AND INSPECTION AGREEMENT
AND DECLARATION OF DRAINAGE AND ACCESS EASEMENTS**

AGREEMENT made this 19 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 ("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 LOCATED AT 218 VAN WYCK ROAD, FISHKILL, NY 12524*

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of real property located within the Town of Beekman which 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 and open spaces (the "Lots" and the creation of two new public roads to be known as Stone Ridge Road and Halle Court, on May 20, 2010 and final approval on March 15, 2012 (the "Final Resolution"); and \

WHEREAS, the Subdivision Map for Stone Ridge Estates filed in the Dutchess County Clerk's Office as Map No. 12468 on February 25, 2014 (the "Subdivision Map") shows drainage easements (the "Drainage Easements") on certain of the lots identified as Open Space "C", Open Space "E" and a portion of the lots identified as Open Space "B", ~~more particularly described in~~ *AREAS KNOWN* ~~Schedule A attached hereto~~ and made a part hereof (the "Drainage Easement Areas"), and structures and physical improvements including drainage structures, drainage lines and discharge points, a Stormwater pond, outlet structures, and related installations (the structures and physical improvements are hereinafter collectively referred to as the "Stormwater Facilities"); and

WHEREAS, the Final Resolution requires provision for the proper detention, treatment, and management of Stormwater during and after development of the Subdivision; and

WHEREAS, the Planning Board has approved, a drainage and Stormwater management system for the subdivision (the "Systems"), consisting of the Drainage Easements and Stormwater Facilities to be established, constructed and maintained by the Declarant; and

WHEREAS, the Final Resolution requires the construction and maintenance of the Drainage Easements and the Stormwater Facilities in accordance with the terms of the Final Resolutions; and

WHEREAS, the Final Resolution requires, as a condition of such approval, the recording against the Property of a Construction, Maintenance and Inspection Agreement for the Stormwater Facilities and a Declaration of Easements allowing for the drainage of stormwater runoff on and over individual lots in the Subdivision and for access by the Declarant and the Town, as appropriate, over the Lots to the Stormwater Facilities to perform maintenance thereon, such Agreement and Declaration of Easements to be binding perpetually upon the Declarant and all of the Lot owners in the Subdivision.

WHEREAS Declarant is the fee owner of Open Space C, E and B as shown on the aforesaid Filed Map No. 12468.

NOW THEREFORE, Declarant, in consideration of the granting of Final Resolution for the Subdivision, does hereby grant and declare that such Subdivision is subject to the following Stormwater Facilities Construction, Maintenance and Inspection Agreement and Declaration of Easements (the "Agreement and Declaration").

A. ADMINISTRATION

- a. Within the area marked "Stormwater Pond" on Open Space "C" on the Subdivision Map, O'Donnell & Sons, Inc. shall construct and establish a stormwater pond and outlet structure with related appurtenances in accordance with the Final Resolution.
- b. Within the area marked "Drainage Line" and "Drainage Point" on Open Space "B" and "E" on the Subdivision Map, the O'Donnell & Sons, Inc. shall construct and establish drainage lines and discharge points in accordance with the Final Resolution.
- c. Except as otherwise provided herein, all labor, materials and personal necessary for the construction, and for the maintenance, inspection, adjustments, reporting, repair, replacement or reconstruction required under this Agreement and Declaration shall be provided at the expense of O'Donnell & Sons, Inc.
- d. The Declarant shall at all times maintain general liability insurance covering injury to persons and property resulting from the operation, maintenance, inspection or repair of the Stormwater Facilities.

B. EASEMENTS

- a. Within the Drainage Easement Areas, there are hereby established Drainage Easements for the purpose of conveying stormwater drainage and runoff from the Lots on the Property, from the Stormwater Facilities within such Areas and from the proposed subdivision roads, through, upon and/or across the Property, including the portions thereof over which a Conservation Easement in favor of the Town of Beekman will be declared, and storing stormwater drainage runoff thereon. The Town, O'Donnell & Sons Inc. and the Declarant shall have the right to enter upon the Drainage Easement Areas for the purpose of constructing the Stormwater Facilities in accordance with the Plan and to

perform such acts of inspection, maintenance, reporting, adjustment, repair, replacement and reconstruction of the Stormwater Facilities required hereunder and as are necessary to preserve the drainage and stormwater management function of the Drainage Easement Areas and Stormwater Facilities.

- b. It shall be the responsibility of the Declarant to perform all necessary inspections, maintenance, reporting, adjustments, repairs, replacement and reconstruction of the Stormwater Facilities. If, at any time, the Town Engineer determines that necessary inspections, reports, maintenance, repairs, adjustments, replacement or reconstruction for which the Declarant is responsible have not been performed, the Town, upon 30 days' written notice, may undertake to perform any such work or work that it finds is necessary to preserve the drainage, storage, and stormwater management functions of the Drainage Easement Areas and Stormwater Facilities, at the cost and expense of the Declarant. Copies of all bills, statements and invoices substantiating such costs, including costs of consultants, shall be included with written notice of same. The Owner and the successor Homeowners Association shall be liable for the payment of all such costs.
- c. Except as otherwise set forth herein, within such Drainage Easement Areas, Declarant covenants that there shall be no unnecessary disturbance of land or vegetation, meaning that there shall be no cutting of living trees, shrubs or other flora nor any disturbance or change in the natural habitat, terrain and soil cover without the prior written consent of the Planning Board. Owner or the successor Homeowners Association may periodically mow the grass within the Areas in accordance with the Plan. Notwithstanding the foregoing, provided the Declarant provides forty-eight (48) hours notice to the Town Engineer of the Town of Beekman, Owner or the Homeowners Association may enter

upon the Draining Easement Areas to trim, cut, remove, use for firewood or otherwise dispose of any trees or vegetation which are diseased, rotten, damaged or fallen, or that are a safety or health hazard, provided that stumps of removed trees remain in place.

C. CONSTRUCTION

1. Biological and Physical

- a. Any planting in the Drainage Easement Areas shall be performed under the supervision of a landscape architect/environmental designer. This person shall be hired by O'Donnell & Sons, Inc. or Declarant and shall be a person whose credentials are satisfactory to the Town Engineer.
- b. The grading and construction of the Drainage Easement Areas and Stormwater Facilities shall be performed under the supervision of a landscape architect/environmental designer or engineer with experience in this type of construction in and close to wetlands, and whose credentials are satisfactory to the Town Engineer.

D. ON-GOING MAINTENANCE

1. It shall be the responsibility of the Declarant to provide on-going maintenance of the Stormwater Facilities in perpetuity.
2. If these services are not timely performed, the Town, up 30 days' written notice to Owner or the successor Homeowners Association, through its own forces or by contract, may perform the necessary work and charge the costs of the services to the Owner and the successor Homeowners Association. The Owner and the successor Homeowners Association shall be liable for payment of all such costs.

E. MISCELLANEOUS

1. The granting of the aforementioned easements, rights, responsibilities and privileges is perpetual in nature and such easements, rights, responsibilities and privileges shall run with the land and shall be binding upon the Declarant, its success or assigns.

2. This Agreement and Declaration may be modified and amended in the future by the Declarant, the Town and their respective heirs, legal representatives, successors and assigns, as they may mutually agree in writing.

3. All rights, interest and privileges of Declarant in the Drainage and Access Easement Areas not herein specifically donated, granted, transferred and conveyed, remain and reside with Declarant.

4. The provisions hereof shall be enforceable by the Declarant and the Town, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provision herein contained shall not be deemed a waiver of the right to do so hereafter.

5. If, in the exercise of the aforementioned easements, rights, responsibilities and privileges granted herein, O'Donnell & Sons, Inc., Declarant or any one or more succeeding Lot Owners disturbs or causes any damage to the Drainage and Access Easement Areas, said entity hereby agrees to promptly repair and restore the subject Area to its prior condition. Further, if there occurs any injury to persons or damage to property on the Drainage or Access Easement Areas caused by O'Donnell & Sons, Inc., Declarant or any one or more succeeding Lot Owner (or any invitee, agent, customer, guest or other person related to such Owner) exercising such rights, responsibilities and privileges, said entity shall indemnify and hold harmless the Homeowners Association and/or each and every other Lot Owner from and against any and all

claims, liabilities, loss or damage resulting therefrom. Notwithstanding any provision to the contrary herein, this paragraph shall apply to an individual Lot Owner who causes injury to persons or damage to property on the Drainage or Access Easement Areas in the exercise of rights, responsibilities and privileges granted herein.

6. Except as otherwise expressly provided in this Agreement and Declaration, any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or when mailed certified, return receipt requested, addressed to the Owner, Homeowners Association, and the Town at the addresses set forth below, or at such other address as the Owner, Homeowners Association, Town, their respective heirs, successors and assigns, or any then Owner of all or any portion of the Property may hereafter have designated by notice:

Declarant:

O'Donnell & Sons, Inc.
PO Box 526, 218
VanWyck Lake Road
Fishkill, New York 12524

The Town:

Town of Beekman
4 Main Street
Poughquag, New York 12570

7. If any section, clause, phrase or term of this Agreement and Declaration is declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

8. Whenever the sense of this Agreement and Declaration may make it necessary or appropriate, any singular word or term used herein shall include the plural, and vice versa, and any masculine word or term shall include the feminine and neuter genders, and vice versa.

9. 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.

10. Additionally, O'Donnell & Sons, Inc., signs this Declaration to bind its successors and assigns to its terms in perpetuity.

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

Acknowledgment

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. ✓

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

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 **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