



**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  
  
WAPPINGERS FALLS, NY 12590

Document #: 02 2015 6209

Received From: NEW VENTURE ABSTRACT LTD

Grantor: STONE RIDGE ESTATES HOA INC  
Grantee: BEEKMAN TOWN

Recorded In: Deed  
Instrument Type: AGMT

Tax District: Beekman

**Examined and Charged As Follows :**

Recording Charge: \$80.00  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1250

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



0220156209

7/12/15  
6/7  
75  
80

Rent

**LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT AND  
DECLARATION OF ACCESS AGREEMENT**

THIS AGREEMENT AND DECLARATION 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 ("Owner"), 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, owner is the fee simple owner of real property located within the Town of  
Beekman for which Owner's predecessor in title 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 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, which was filed in the  
Dutchess County Clerk's Office as Map No. 12468 on February 25, 2014 (the "Map"), *at page*  
*8 of same, shows a landscaping plan*  
~~easement areas located in the circular islands within the cul de sacs of Stone Ridge Road and~~  
~~Halle Court roadways (together, the "Landscape Easement Areas"), more particularly described~~  
~~in Schedule A attached hereto and made a part hereof; and~~

WHEREAS, the final Resolution require the O'Donnell & Sons, Inc., among other  
things, to construct certain improvements and to install certain plantings and landscaping

WHEREAS, the O'Donnell & Sons, Inc. has provided to the Planning Board a landscaping plan for the Landscape Easements Area (the "Plan"), which Plan has been approved by the Planning Board; and

NOW THEREFORE, Declarant, in consideration of the granting of Final Approval for the Subdivision, does hereby grand and declare that such subdivision is subject to the following agreement:

Within the Landscape Easement Areas, O'Donnell & Sons, Inc. shall construct and establish landscaped areas of soil and plantings (collectively, the "Landscape Improvements"), to be designed and installed in accordance with the Plan.

Except as otherwise provided herein, all labor, materials and personnel necessary for the installation and maintenance of the Landscape Improvements required under this Agreement and shall be provided at O'Donnell & Sons, Inc. expense.

It shall be the responsibility of the Declarant to perform the installation and all necessary maintenance and replacement of the Landscape Improvements in perpetuity. All plantings in the Landscape Easement Areas shall be performed in conformity with the ~~performed under the supervision of an experienced~~

landscape plan.

500  
500  
By

~~landscape architect or environmental designer. This person shall be hired by the Declarant and shall be a person whose credentials are satisfactory to the Town Engineer for the Town of Beckman.~~ <sup>where required for the landscape plan.</sup> Ongoing maintenance of the Landscape Improvements shall include, but no be limited to, the maintenance of the Landscape Improvements in good condition, free of debris, and the replacement of any dead or diseased plants with the same or comparable substitute plantings.

If the obligation of O'Donnell & Sons Inc. or Declarant are not timely performed, the Town, after notice to O'Donnell & Sons Inc. and/or Declarant and the expiration of thirty days, through its own forces or by contract, may perform the necessary work and charge the costs of the services to the Owner and the Homeowners Association. O'Donnell & Sons, Inc. and Declarant shall be liable for payment of all such costs, including costs of collection and reasonable attorney's fees.

The obligations set forth herein are perpetual in nature and shall run with the lands and shall be binding upon the Declarant, its successors and assigns.

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

The provisions hereof shall be enforceable by the Declarant and the Town and their respective heirs, legal representatives, successors and assigns. 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.

*The introductory paragraphs are deemed incorporated into this document.*

If, in the exercise of the aforementioned rights, responsibilities and privileges granted herein, O'Donnell & Sons, Inc. or Declarant agrees to promptly repair and restore the Landscape Easement Areas to their prior condition.

Except as otherwise expressly provided in this Agreement and Declaration, any notice, require, 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, the Homeowners Association and the Town at the addresses set forth below, or at such other address as the Owner, the Homeowners Association, the Town, their representative, heirs, successors and assigns, or any then Owner of all or any portion of the Property may hereafter have designated for Notice:

O'Donnell & Sons, Inc. or the Declarant:

Mr. Sean O'Donnell  
O'Donnell & Sons, Inc.  
PO Box 526  
Fishkill, New York 12524

The Town:

Town of Beekman  
4 Main Street  
Poughquag, New York 12570

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.

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.


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.

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:

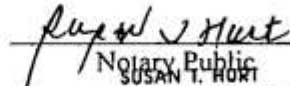
COUNTY OF DUTCHESS

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.

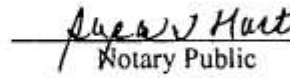
STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

  
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.

  
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**