

**AMENDED PEDESTRIAN TRAIL INSTALLATION AND
MAINTENANCE AGREEMENT AND IRREVOCABLE GRANT OF
PEDESTRIAN TRAIL EASEMENT TO TOWN OF BEEKMAN**

THIS INDENTURE made the _____ day of _____, 20____, between **O'DONNELL & SONS, 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”); **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 and as successor in interest to Declarant (the “HOA”); and the **TOWN OF BEEKMAN**, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 (the “Town”).

WITNESSETH

WHEREAS, the original “Pedestrian Trail Installation and Maintenance Agreement and Pedestrian Trail Easement “(hereinafter “Pedestrian Trail Easement”), dated August 19, 2015, was recorded at the Office of the Dutchess County Clerk on September 29, 2015, at Document # 02-2015-6206” (the “original easement document”); and

WHEREAS, the original easement document referred to a “contemplated HOA” which has been formed and is known as the Stone Ridge Estates HOA, Inc. (the “HOA”); and

WHEREAS The Town Board intends to accept substantial completion of the conditions of final approval at a meeting of the Town Board on September 15, 2025; and

WHEREAS, due to field conditions, the location of the Pedestrian Trail changed necessitating a new legal description and amended Subdivision Map which was accepted by the Town Planning Board on November _____, 2024; and

WHEREAS, the parties to the original recorded agreement wish to clarify certain language to reflect the parties' intent of said agreement, without materially changing the rights and obligations of the parties so it is consistent with the language of recorded instruments that are part of the Cooperative Policy Statement No. 7 ("CPS-7") filed with the Office of NYS Attorney General's Office and the Office of the Dutchess County Clerk at Document No 02-2015-6188; and

WHEREAS, the Pedestrian Trail Agreement and Easement is being modified with *de minimus* ministerial changes to the original recorded document to clarify the scope of rights for pedestrian use, as well as maintenance and to provide an updated metes and bounds description that are consistent with the conservation easements recorded at the Office of the Dutchess County Clerk; and

WHEREAS, to the extent any modifications have been made herein in this Amended Pedestrian Trail Agreement and Easement from any conveyance previously filed by Declarant/HOA, such modifications are consistent with language found in the Declarations of Conservation Easements filed at the Dutchess County Clerk's Office, and do not increase any actual or prospective expense or risk to current/future Lot Owners and members of the HOA; and

WHEREAS, Declarant, its successors and assigns including the HOA, 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 conservation 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 conditional 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" which is located within the areas designated as Open Space "A", and "C", and "F"(the "Pedestrian Trail Easement Area"), which legal description Declarant has been revised subsequent to construction which was necessitated by field condition changes in the location of the trail; and

WHEREAS, the Declarant has constructed the walking trail in general conformance with the Map within the area of the Conservation Easement known as Open Spaces "A", "C" and "F", which is further described in Schedule "A" and Schedule "B" annexed hereto with *de minimus* changes to its location, as shown on a Map Amendment filed in the Dutchess County Clerk's Office (Filed Map #12468A) on September 5, 2025; and

WHEREAS, Declarant, its successors and assigns, including the HOA, desires to grant to the Town and the Town desires to accept a permanent easement in, on, over and through the Pedestrian Trail Easement Area solely for recreational use and enjoyment of said pedestrian trail by members of the public;

NOW, THEREFORE, Declarant, its successors and assigns, in consideration of the Final Resolution for the Subdivision, and consistent with the Declaration of Conservation Easements filed at Documents 02-2015-6203 and 6204 (Exhibit "2" and "3"), does hereby grant and declare that such Subdivision is subject to the following:

Declarant, its successors and assigns, including the HOA, does hereby grant to the Town of Beekman a perpetual easement in, on, over, across and through the Pedestrian Trail Easement Area, depicted in Filed Map No. 12468 and 12468A subject to the following:

a. The Declarant, its successors and assigns, has constructed a pedestrian trail not to exceed eight (8) feet in width within the Amended Pedestrian Trail Easement Area for public use (the “Pedestrian Trail”) in accordance with the Final Conditional Resolution of approval.

b. The Declarant, its successors and assigns, has provided signage and/or monuments within the Amended Pedestrian Trail Easement Area in accordance with the Final Conditional Resolution.

c. The Pedestrian Trail and signage has been approved to the satisfaction of the Town Engineer with signs, therefore, to be at the scale of a trail marker.

d. The Declarant/HOA shall clean and maintain the Pedestrian Trail and shall prevent and remove any nuisance in the Pedestrian Trail Easement Area in accordance with the original pedestrian trail installation and easement agreement annexed hereto as Exhibit “1”.

e. The Pedestrian Trail shall be open to the public and used for pedestrian traffic 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, HOA guests, licensees, tenants and invitees, within and across said 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, placed, discharged, stored or buried within the Pedestrian Trail.

g. The Town retains the right, but not the obligation, to enforce any of the terms of this amended easement and to enter, inspect and repair and disturbed areas of the pedestrian trail in a reasonable manner, and at reasonable times, to assure compliance with the terms of this amended pedestrian trail easement, and to assess against Declarant/HOA all costs incurred by the Town for such purposes to the extent such person or party caused the Town to incur such costs,

consistent with the terms of the previously filed Conservation Easements granted to the Town (see Exhibit “2” and “3”).

h. In the event the Town elects to enter the pedestrian trail easement to enforce its rights herein, the Town will restore any disturbed surface areas of Declarant/HOA’s property to the same condition that it was prior to the Town’s performance of any construction, maintenance or repair work. 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 by the Declarant/HOA that the sole obligation of the Town in restoring the Pedestrian Trail Easement Area disturbed by said work is to rough grade and seeding the surface of said area. Said restoration and other necessary work to be performed hereunder shall be carried out 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.

i. Ownership of the Pedestrian Trail Easement Area above described remains, and will in perpetuity, remain in all respects vested in the Declarant/HOA, its successors and assigns, and the use and enjoyment of said Amended Pedestrian Trail Easement area is retained in perpetuity by and for the Declarant, HOA, for the benefit of its lot-owner members, their guests, tenants and invitees, subject to the rights of public use provisions of the easement herein granted.

j. The Town shall indemnify and hold harmless the Declarant/HOA, from claims, liabilities, losses or damages due to personal injury or property damage arising from the Town’s negligent or intentional acts or omissions during its entry, inspection, or use of the pedestrian trail easement area. This obligation shall commence upon the Town Board’s acceptance of the

Final “As-Built” Subdivision Map pursuant to NYS Town Law §279(4), including acceptance of the cession of roads and recreational open spaces by the Town Board of the Town of Beekman.

k. If the Pedestrian Trail 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 owner, heirs, successors and assigns may be fully compensated for the land so taken, as if this easement had never been granted, and remain in full force and effect for that remaining portion of the Pedestrian Trail Easement Area not so taken.

l. O’Donnell & Sons, Inc., joins this Declaration solely for the purpose of confirming that it will undertake any work required of the Declarant/HOA, and for any work or improvement required by this Declaration. The Declarant/HOA, hereby grants O’Donnell & Sons Inc., a temporary easement for that purpose. O’Donnell & Sons, Inc. does not assume any obligation of future maintenance required by the Declarant/HOA, under the terms of the original Pedestrian Trail Easement filed at Document #02-2015-6206, or this Amended Pedestrian Trail Easement to be filed with the Dutchess County Clerk’s Office.

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 date and year first above written.

O'DONNELL & SONS, INC.

By: _____
Sean O'Donnell, President

STONE RIDGE ESTATES HOA, INC.

By: _____

THE TOWN OF BEEKMAN

By: _____
Mary Covucci, Town Supervisor

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On the ____ day of _____, in the year 2025, before me the undersigned, 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/she/they executed the same in his/her/their capacity, and that by his/her/their 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)

On the ____ day of _____, in the year 2025, before me the undersigned, personally appeared _____, 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/she/they executed the same in his/her/their capacity, and that by his/her/their 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)

On the ____ day of _____, in the year 2025, before me the undersigned, personally appeared *MARY COVUCCI*, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Robert V. Oswald Jr. - Land Surveying

P.O. Box 1
Lagrangeville, New York 12540
845-226-6436
fax - 845-226-1316

March 13, 2025

Trail Easement over Open Space A & C
Stone Ridge Estates
Filed map No. 12468
Amended by Filed Map No. 12468A

Description of a certain parcel of land situated in the Town of Beekman, County of Dutchess and the State of New York.

Beginning at a point along the easterly line of Beekman Road and said point being the southwesterly corner of the herein described parcel with the southwesterly corner of Open Space A, as shown on a certain map entitled Stone Ridge Estates and filed in the Dutchess County Clerk's Office as filed map no. 12468, thence in a northerly direction along the easterly line of Beekman Road NORTH 36-28-03 EAST 23.60 feet to the northwesterly corner of Open Space A, thence in an easterly direction over and through Open Space A the following courses and distances, SOUTH 37-40-33 EAST 467.50 feet to a point, thence SOUTH 34-10-13 EAST 187.95 feet to a point thence SOUTH 41-52-14 EAST 115.67 feet to a point thence, SOUTH 23-04-16 EAST 197.82 feet to a point thence SOUTH 51-50-36 EAST 184.27 feet to a point, thence SOUTH 30-56-20 EAST 83.81 feet to a point, thence SOUTH 55-37-43 EAST 121.50 feet and passing through Open Space C to a point, thence over and through Open Space C the following courses and distances, NORTH 87-40-25 EAST 57.29 feet to a point, thence SOUTH 02-18-35 EAST 15.01 feet to a point, thence SOUTH 87-40-25 WEST 70.62 feet to a point, thence NORTH 55-37-43 WEST 124.15 feet and passing into Open Space A the following courses and distances, NORTH 30-56-20 WEST 84.50 feet a point, thence NORTH 51-50-36 WEST 185.71 feet to a point, thence NORTH 23-04-16 WEST 199.64 feet to a point, thence NORTH 41-52-14 WEST 113.71 feet to a point, thence NORTH 34-10-13 WEST 192.12 feet to a point, thence SOUTH 58-57-10 WEST 5.27 feet to a point, thence NORTH 37-45-10 WEST 428.43 feet to a point, thence NORTH 31-47-00 WEST 28.41 feet to the point of beginning. Containing 0.70 acres of land +/- 30,517 sq. ft.

SCHEDULE B

Robert V. Oswald Jr. - Land Surveying

P.O. Box 1
Lagrangeville, New York 12540
845-226-6436
fax - 845-226-1316

April 2, 2025

Trail Easement over Open Space F
Stone Ridge Estates

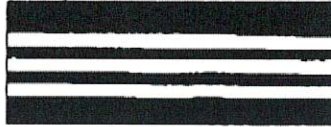
Filed map No. 12468

Amended by Filed Map No. 12468A

Description of a certain parcel of land situated in the Town of Beekman, County of Dutchess and the State of New York.

Beginning at a point along the easterly line of Benton Moore Road and said point being the southwesterly corner of the herein described parcel with the southwesterly corner of Open Space F, as shown on a certain map entitled Stone Ridge Estates and filed in the Dutchess County Clerk's Office as filed map no. 12468, of Benton Moore Road the following courses and distances NORTH 38-50-01 EAST 45.31 feet to a point, thence NORTH 31-54-59 EAST 88.64 feet to northwesterly corner of the herein described parcel, thence in a southerly and easterly direction over and through Open Space F the following courses and distances, SOUTH 27-26-31 EAST 136.47 feet to a point, thence SOUTH 58-05-01 EAST 179.82 to a point thence NORTH 79-48-11 EAST 423.82 feet to a point, thence NORTH 64-44-45 EAST 230.96 feet to a point, thence NORTH 79-48-11 EAST 235.15 feet to a point, thence SOUTH 10-11-49 EAST 100.00 feet to the southerly line of Open Space F, thence in a westerly directions along the southerly line of Open Space F, SOUTH 79-48-11 WEST 40.00 feet to a point, thence in a northerly and westerly direction over and through Open Space F the following courses and distances, NORTH 37-58-17 WEST 43.00 feet to a point, thence SOUTH 73-49-12 WEST 365.00 feet to a point, thence SOUTH 79-48-11 WEST 319.91 feet to a point, thence SOUTH 85-13-21 WEST 225.01 feet to a point, thence NORTH 56-08-58 WEST 201.89 feet to a point, thence NORTH 58-05-01 WEST 50.46 to the point of beginning.
Containing 1.64 acres +/- 71,508 sq. ft.

EXHIBIT “1”



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 6206

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: \$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 (7/28/15)
6/7
7/28/15

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

THIS INDENTURE made this 19th 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, placed, 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 a subdivision in 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

SD
SD
By

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.

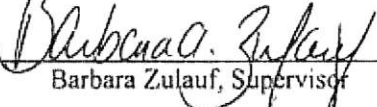
Stone Ridge Estates HOA, Inc.

By: 
Sean O'Donnell, President

O'Donnell & Sons, Inc.

By:  ✓
Sean O'Donnell, President

Town of Beckman

By:  /
Barbara Zulauf, Supervisor

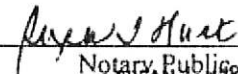
Acknowledgement

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. ✓



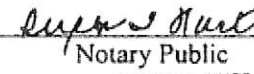
Notary Public
SUSAN T. HURT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HU4797668
Qualified in Ulster County
My Commission Expires June 30, 2019

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. ✓



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**

EXHIBIT “2”



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015
Time Recorded: 3.12 PM

ROBERT BOOLUKUS ESQ
1065 MAIN ST

FISHKILL, NY 12524

Document #: 02 2015 6203

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: \$90.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1244

Number of Pages: 9

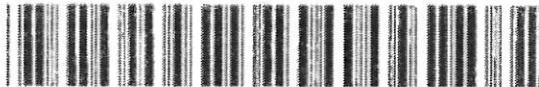
*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N
TP-584: Y

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

Bradford Kendall
County Clerk



0220156203

Case (1/12/3) 8/25/90

DECLARATION OF CONSERVATION EASEMENT

THIS INDENTURE made the 8th day of August 2014, between O'DONNELL & SONS, INC., a New York corporation company having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524 ("Declarant"), its successors and assigns, including the contemplated Homeowners Association, as hereinafter defined; and the TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 ("the Town" or "Grantee").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of real property located within the Town of Beekman for which Grantee 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 (the "Lots") on May 20, 2010 and final approval on March 15, 2012; 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 proposed conservation easement area (the "Conservation Easement") located along the western boundary of lots 15, 16, 17 and 18 (the "Conservation Easement Area"), more particularly described in Schedule A attached hereto and made a part hereof; and

WHEREAS, Declarant will form a homeowners association (the "Homeowners Association") to maintain the Conservation Easement Area in perpetuity in accordance with the Final Resolution; and

WHEREAS, Declarant desires to grant to the Town and the Town desires to accept the 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 the 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 solely 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.

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, maintain, police, 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, 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 and to save harmless Declarant, its heirs, successors and assigns, including the contemplated Homeowners Association, 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 WESTCHESTER) ss.:

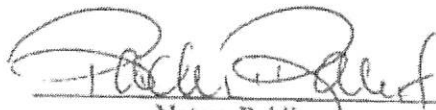
On the 8th day of August, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sean O'Donnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument 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

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

ROBERT BOOLUKOS
Notary Public, State of New York
Qualified in Dutchess County
Registration No. 02804711036
My Commission Expires March 30, 2015

On the 20th day of March, 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

RACHAEL L. RANCOURT
Notary Public - State of New York
NO. 019A6250847
Qualified in Dutchess County
My Commission Expires 11/3/2015

SCHEDULE A

Metes and Bound Description of Conservation Easement Area
Part of Parcels 15, 16, 17 & 18 of Stone Ridge Estates

Conservation Easement

All that certain piece or parcel of land lying and situate in the Town of Beekman, County of Dutchess, and State of New York, shown on a certain map entitled, "Subdivision Plat of Stone Ridge Estates of Beekman prepared for Beekman Home and Land Development, LLC", to be filed in the Dutchess County Clerks Office, being more particularly bounded and described as follows,

Beginning at a point marked by an iron pin found at the southwest corner of lands now or formerly Kessler (Lot 1, filed map #4170) and the southeast corner of Lot 18, running thence,

1. S 61°48'20" W, 38.00', along the northerly line of Open Space B,
2. N 08°10'32" E, 91.66', through Lot 18, to the southerly line of Lot 17,
3. N 20°05'27" E, 148.33', through Lot 17, to the southerly line of Lot 16,
4. N 20°05'27" E, 142.38', through Lot 16, to the southerly line of Lot 15;
5. S 73°44'38" E, 8.87', along the southerly line of Lot 15,
6. N 25°56'27" E, 260.13', through Lot 15 to the southerly line of Lot 14,
7. S 61°06'19" E, 14.73', to the northeast corner of Lot 15,
8. S 19°15'27" W, 117.93', along a stone wall on the easterly line of Lot 15 and the westerly line of lands now or formerly Rodriguez (Lot 2 filed map #4170),
9. S 57°19'27" W, 25.80', to an iron pin found at the northwest corner of lands now or formerly Kessler (Lot 1, filed map #4170),
10. S 25°56'27" W, 89.30', along a stonewall to an iron pin found,
11. S 21°22'32" W, 28.06', along a stonewall to the southeast corner of Lot 15 and the northeast corner of Lot 16,
12. S 21°22'32" W, 57.77', along a stonewall to an iron pin found,
13. S 20°05'27" W, 84.71', along a stonewall to the southeast corner of Lot 16 and the northeast corner of Lot 17,
14. S 20°05'27" W, 120.30', along a stonewall to an iron pin found,
15. S 08°10'32" W, 28.25', along a stonewall to the southeast corner of Lot 17 and the northeast corner of Lot 18,
16. S 08°10'32" W, 64.79', back to the point of Beginning.

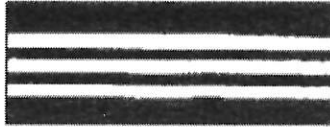
DECLARATION OF CONSERVATION EASEMENT

Section
Block
Lots 15, 16, 17 & 18 of Stone Ridge Estates
Town of Beekman
County of Dutchess
State of New York

Record and return to:

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

EXHIBIT “3”



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

102
3
7/8
80
5
85

DECLARATION OF CONSERVATION EASEMENT

THIS INDENTURE made the 8th 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:

*as described
at
merged
schedule C*

a. No building or other structure shall be erected or maintained within the "A" 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.

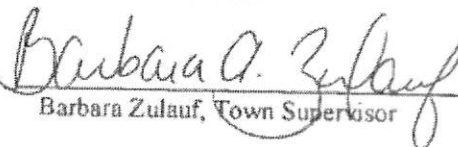
The provisions hereof shall run with the land and be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, their respective heirs, legal representatives, successors and assigns, and the failure of any of them to enforce any provisions herein contained shall not be deemed 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.

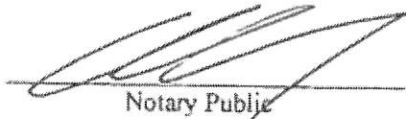
By:  ✓
Sean O'Donnell, President

THE TOWN OF BEEKMAN

By:  /
Barbara Zulauf, Town Supervisor

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

On the 8th 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

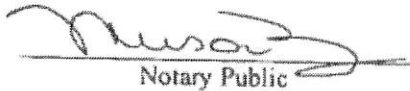
Qualified in Dutchess County

Registration No. 02804711036

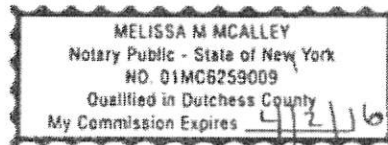
My Commission Expires March 30, 2015

STATE OF NEW YORK)
COUNTY OF) ss.:

On the 12th 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



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.

DECLARATION OF CONSERVATION EASEMENT

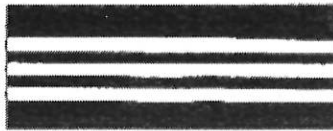
Section
Block
Lots: Open Spaces A, B, C, ~~D~~, E & F of Stone Ridge Estates
Town of Beekman
County of Dutchess
State of New York



Record and return to:

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

EXHIBIT “4”



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 6205

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC
Grantee: STONE RIDGE ESTATES HOA INC

Recorded In: Deed
Instrument Type:

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$315.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1246

Number of Pages: 4

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

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

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

Bradford Kendall
County Clerk



0220156205

15-NY-DU-64010

(100)
24
250
315

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the 19 day of August Two Thousand Fifteen,

BETWEEN,

O'DONNELL & SONS, INC., a New York Corporation, with offices at 218 Van Wyck Lake Road, Fishkill, New York 12524

party of the first part, and

STONE RIDGE ESTATES HOA, INC., New York Corporation, having offices at the 218 Van Wyck Lake Road, Fishkill, New York 12524

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and/or assigns forever,

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 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. *

~~TOGETHER with 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~~

THIS transaction is conducted in the normal course of Grantor's Business and does not constitute all or substantially all of Grantor's assets.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the party of the second part, the heirs or successors and/or assigns to the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

*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.

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.

Subject to Declaration of Conservation Easements between O'Donnell & Sons, Inc. and Town of Beekman, dated 8/8/14 + recorded simultaneously herewith.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

O'DONNELL & SONS, INC

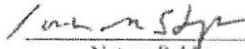
By: 
Sean O'Donnell, President

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On 8/19 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
Kenneth M. Stenger
Qualified Notary Public
Expires 11/3/18

RECORD AND RETURN TO:

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