



Dutchess County Clerk Recording Page

Record & Return To :

ROBERT BOOLUKUS ESQ  
1065 MAIN ST  
Fishkill, NY 12524

Date Recorded : 03/27/2014  
Time Recorded : 11:14:00

Document # : 02 2014 1947

Received From : RIVER CITY ABSTRACT

Grantor : BEEKMAN HOME & LAND  
DEVELOPMENT LLC

Grantee : O'DONNELL & SONS INC

Recorded In : Deed

Tax District : Beekman

Instrument Type :

Examined and Charged As Follows :

Recording Charge : \$325.00

Number of Pages : 6

Transfer Tax Amount : \$2,592.00

Transfer Tax Number : #4260

\*\*\* Do Not Detach This Page

\*\*\* This Is Not A Bill

Red Hook Transfer Tax :

E & A Form: Y

TP-584 : Y

County Clerk By : cth /             
Receipt # : R15856  
Batch Record : C256



0220141947

Bradford Kendall  
County Clerk



**BARGAIN AND SALE DEED**

ST 4912 1/02 6p  
72-  
255  
7592  
2917-

THIS INDENTURE, made the 25<sup>th</sup> day of March, 2014

**BETWEEN**

**Beekman Home and Land Development, LLC**, a New York limited liability company having an address at 31 Joshua Hobby Lane, Pound Ridge, New York 10576 ✓

party of the first part, and

**O'Donnell & Sons, Inc.**, a domestic corporation having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524, ✓

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof. ✓

**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; **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 premises herein granted unto the party of the second part, their heirs or successors and assigns of 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 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.

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

**IN PRESENCE OF:**

Beekman Home and Land Development, LLC

By: J.B.C. Development, LLC, Managing Member

By:  Barry L. Cohen, Managing Member

TITLE NO. RCA-ST-47912

SCHEDULE A

PARCEL I

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly line of Benton Moore Road at the southwest corner of Lot No. 1, Filed Map No. 4829; running thence, South 75 degrees 56' 12" East 231.76 feet along a stone wall; thence, South 76 degrees 11' 37" East 148.33 feet along a stone wall to the northerly line of lands now or formerly NYS Electric & Gas (NYSEG); thence, South 87 degrees 40' 25" West 449.29 feet along NYSEG to the easterly line of Benton Moore Road; thence, North 36 degrees 03' 41" East 136.01 feet along Benton Moore road back to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

BEGINNING at a point on the southerly line of Lot No. 6, Filed Map No. 4829, said point being the following five courses and distances along a stone wall, from the easterly line of Benton Moore Road and southwest corner of Lot No. 1, as shown on said map: South 75 degrees 56' 12" East 231.76 feet; thence, South 76 degrees 11' 37" East 152.86 feet; thence, South 76 degrees 48' 27" East 77.98 feet; thence, South 76 degrees 14' 27" East 139.64 feet; thence, South 75 degrees 45' 07" East 321.31 feet; thence, from point of beginning, South 75 degrees 45' 07" East 8.67 feet along a stone wall; thence, South 81 degrees 04' 12" East 34.64 feet along a stone wall to the southwest corner of Lot No. 1, Filed Map No. 7695; thence, South 76 degrees 35' 59" East 87.82 feet along a stone wall; thence, North 76 degrees 54' 08" East 10.00 feet; thence, South 49 degrees 00' 52" East 13.60 feet; thence, South 27 degrees 05' 52" East 101.20 feet to the northerly line of lands now or formerly Green Haven Prison; thence, South 79 degrees 48' 11" West 1262.24 feet along Green Haven Prison to a monument found on the easterly line of Lot No. 37, Filed Map No. 11759; thence, North 31 degrees 11' 14" West 209.35 feet partly along a stone wall to the easterly line of Benton Moore Road at the northwesterly corner of Lot No. 37; thence, North 40 degrees 45' 13" East 35.53 feet along Benton Moore Road; thence, North 31 degrees 54' 59" East 116.05 feet along Benton Moore Road, to a point on the southerly line of lands now or formerly NYSEG; thence, North 87 degrees 40' 25" East 1072.89 feet along NYSEG back to the point or place of BEGINNING.

SCHEDULE A OF THIS TITLE REPORT CONSISTS OF THREE PAGES

SCHEDULE A  
PAGE 2

## PARCEL III

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

**BEGINNING** at a point on the westerly line of Benton Moore Road at the southeast corner of Lot No. 36, Filed Map No. 11759; running thence, North 31 degrees 11' 14" West 85.97 feet partly along a stone wall to a monument found on the southerly line of lands now or formerly NYSEG; thence, North 87 degrees 40' 25" East 95.84 feet along NYSEG to the westerly line of Benton Moore Road; thence, South 31 degrees 54' 59" West 76.37 feet; thence, South 40 degrees 45' 13" West 16.65 feet back to the point or place of **BEGINNING**.

## PARCEL IV

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, being bounded and described as follows:

**BEGINNING** at a point on the easterly line of a Lot known as Open Space, Filed Map No. 11759, on the northerly line of lands now or formerly NYSEG, said point being the following two courses and distances from a point on the westerly line of Benton Moore Road at the southeast corner of Lot No. 36, as shown on said filed map; running thence, North 31 degrees 11' 14" West 85.97 feet; thence, North 31 degrees 11' 14" West 171.27 feet from point of beginning; thence, North 31 degrees 11' 14" West 262.50 feet to the southeast corner of Lot No. 6, Filed Map No. 5326; thence, North 30 degrees 44' 00" West 254.59 feet along the easterly line of Lot No. 6 and a stone wall; thence, North 31 degrees 02' 50" West 284.98 feet along the easterly line of Lot No. 6 and 5 and along a stone wall to a monument found; thence, North 37 degrees 45' 10" West 428.43 feet along the easterly line of Lot No. 5 and 1, and along a stone wall; thence, North 31 degrees 47' 00" West 28.41 feet along Lot No. 1 and along a stone wall to a 34" pine tree on the easterly line of Beekman Road; thence, North 36 degrees 28' 03" East 23.60 feet along Beekman Road to the northwest corner of lands now or formerly Knapp; thence, South 37 degrees 40' 33" East 467.50 feet along Knapp to an iron pin found at the southwest corner of Knapp; thence, North 58 degrees 50' 47" East 391.32 feet along the southerly line of Knapp and the southerly line of lands now or formerly Ashworth to a point in a stone wall; thence, North 57 degrees 56' 17" East 179.50 feet along Ashworth and along a stone wall to an iron pin found at the southeast corner of Ashworth and the southwest corner of lands now or formerly Zipprich; thence, North 57 degrees 12' 28" East 132.31 feet to an iron pin found at the southeast corner of Zipprich and the southwest corner of other lands now or formerly Zipprich; thence, North 59 degrees 18' 57" East 535.79 feet along the southerly line of Zipprich and other lands now or formerly Zipprich; thence, North 56 degrees 38' 17" East 105.06 feet along a stone wall; thence, North 62 degrees 40' 21" East 74.82 feet along Zipprich and other lands now or formerly Zipprich to the northwest corner of Lot No. 12,

SCHEDULE A OF THIS TITLE REPORT CONSISTS OF THREE PAGES



TITLE NO. RDA-STW47912

SCHEDULE A  
PAGE 3

Filed Map No. 4170; thence, South 05 degrees 55' 38" East 22.32 feet along the westerly line of Lot No. 12; thence, South 17 degrees 03' 32" West 36.75 feet along the westerly line of Lot No. 12; thence, South 27 degrees 33' 12" West 124.80 feet along the westerly line of Lot No. 12; thence, South 14 degrees 15' 27" West 64.16 feet along the westerly line of Lot No. 12; thence, South 19 degrees 15' 27" West 247.83 feet partly along a stone wall along the westerly line of Lot No. 12 and 2; thence, South 37 degrees 19' 27" West 25.80 feet along a stone wall to an iron pin found at the northwest corner of Lot No. 1; thence, South 25 degrees 55' 27" West 89.30 feet to an iron pin found in a stone wall; thence, South 21 degrees 22' 32" West 85.83 feet to an iron pin found in a stone wall; thence, South 20 degrees 05' 27" West 205.01 feet to an iron pin found in a stone wall; thence, South 08 degrees 10' 32" West 93.04 feet to an iron pin found in a stone wall; thence, South 53 degrees 22' 28" East 43.42 feet; thence, North 58 degrees 40' 42" East 39.71 feet; thence, North 78 degrees 40' 42" East 25.19 feet; thence, South 68 degrees 39' 18" East 41.58 feet to the westerly line of Benton Moore Road; thence the following four courses and distances along Benton Moore Road: South 28 degrees 12' 25" West 26.55 feet; thence, South 30 degrees 30' 01" West 91.12 feet; thence, South 40 degrees 20' 39" West 129.98 feet; thence, South 36 degrees 03' 41" West 250.57 feet to the northerly line of lands now or formerly NYSEG; thence, South 37 degrees 40' 25" West 285.28 feet along NYSEG to the point or place of BEGINNING.

For conveyancing only,  
to be conveyed

Together with all right, title if intended and interest of, in and to any streets and road abutting the above described premises, to the center line thereof.

Certificate and Report of Title - New York  
FORM 2215-3

TO BE USED ONLY WHEN THE ACKNOWLEDGEMENT IS MADE IN NEW YORK STATE

STATE OF NEW YORK, COUNTY OF Dutchess ss:

On the 13 day of March, 2014 before me, the undersigned, personally appeared Barry L. Cohen 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.

[Signature]  
(signature and office of individual taking acknowledgment)  
Notary Public, State of New York  
No. 01GE6091054  
Qualified in Dutchess County  
Commission expires April 21, 2015

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned, personally appeared \_\_\_\_\_ 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.

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGEMENT IS MADE OUTSIDE NEW YORK STATE

STATE (or District of Columbia, Territory, or Foreign Country) OF \_\_\_\_\_ ss: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_

personally known to me and proved to me on the basis of satisfactory evidence to be 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, and that such individual made such appearance before the undersigned in the \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_  
(insert city or political subdivision) (and insert the state or county or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.: RCA-ST-47912

Beekman Home and Land Development, LLC

TO

O'Donnell & Sons, Inc.

DISTRICT

SECTION 02-6658 02-6658

BLOCK 00 00

LOT 266185 224252

COUNTY OR TOWN OF BEEKMAN

STREET ADDRESS BENTON MOORE ROAD

RETURN BY MAIL TO:

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



Dutchess County Clerk Recording Page

Record & Return To :

LEVINE & LEVINE PC  
2 JEFFERSON PLAZA  
STE 100  
POUGHKEEPSIE , NY 12601-

Date Recorded : 03/27/2014  
Time Recorded : 11:21:00

Document # : 01 2014 2276

Received From : RIVER CITY ABSTRACT

Mortgagor : ODONNELL & SONS INC  
Mortgagee : RHINEBECK BANK

Recorded In : Mortgage  
Instrument Type : ASSN/LR

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$70.00

Number of Pages : 5

Mortgage Amount : \$0.00

Mortgage Type : No Tax / No Serial #

Mortgage Tax County : \$0.00

Total Tax : \$0.00

Serial Number :

Affidavit : Y

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cth /  
Receipt # : R15860  
Batch Record : C260



0120142276

Bradford Kendall  
County Clerk



ST-47912 5P  
65  
5  
70

**MEMORANDUM OF ASSIGNMENT OF LEASES AND RENTS**

**DATE OF ASSIGNMENT:** March 25, 2014

**ASSIGNEE:** RHINEBECK BANK  
2 Jefferson Plaza  
Poughkeepsie, New York 12601 ✓

**ASSIGNOR:** O'DONNELL & SONS, INC.  
218 Van Wyck Lake Road, P.O. Box 526, ✓  
Fishkill, New York 12524

**LEASES:** All present and future leases for all or any part of the Mortgaged Premises as defined herein (the "Assigned Leases"). Reference is hereby made to the Assignment for a description of the present leases.

**PREMISES:** All those certain lots, tracts or parcels of land, together with any improvements and buildings thereon and the appurtenances thereto pertaining described in Schedule "A" annexed to this Memorandum and made a part hereof (the "Mortgaged Premises").

**TERM OF ASSIGNMENT:** The term of the Assignment commences on the date hereof and, subject to the provisions set forth in the Assignment of which this is a memorandum, expires upon payment in full of the Indebtedness as set forth below. Reference is made to the Assignment of which this is a memorandum for all of the terms and provisions with regard to the term of the Assignment, and to a mortgage to be recorded simultaneously herewith given by Assignor to Assignee in the principal amount of \$520,000.00 (the "Indebtedness").

**OTHER TERMS AND CONDITIONS:** Reference to the Assignment will disclose the other terms and conditions thereof, but said Assignment provides that as long as no default shall exist under this Assignment, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtues of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

**NOTE:** This Memorandum of Assignment of Leases and Rents is entered into for recording purposes only and shall not be deemed to be in substitution of, or to supersede, the actual Assignment between the parties referred to therein.

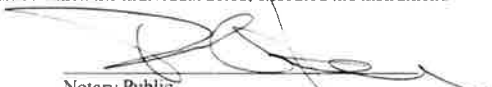
**IN WITNESS WHEREOF,** this Memorandum of Assignment of Leases and Rents is executed and sealed this 25th day of March, 2014.

O'DONNELL & SONS, INC.

By:   
Sean O'Donnell, President

STATE OF NEW YORK )  
COUNTY OF DUTCHESS )ss:

On the 25<sup>th</sup> day of March, 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 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 signatures on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

RECORD AND RETURN TO:  
LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

Robert S. Levine  
Notary Public, State of New York  
Qualified in Dutchess County  
Reg. #4607593  
Commission Exp. March 26, 2014





Dutchess County Clerk Recording Page

Record & Return To :

LEVINE & LEVINE PC  
2 JEFFERSON PLAZA  
STE 100  
POUGHKEEPSIE , NY 12601-

Date Recorded : 03/27/2014  
Time Recorded : 11:26:00

Document # : 01 2014 2278

Received From : RIVER CITY ABSTRACT

Mortgagor : O'DONNELL & SONS INC  
Mortgagee : RHINEBECK BANK

Recorded In : Mortgage  
Instrument Type : ASSN/LR

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$70.00  
Mortgage Amount : \$0.00  
Mortgage Type : No Tax / No Serial #  
Mortgage Tax County : \$0.00  
Total Tax : \$0.00  
Serial Number :  
Affidavit : Y

Number of Pages : 5

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cth /  
Receipt # : R15863  
Batch Record : C263



0120142278

Bradford Kendall  
County Clerk



ST-47912 T/02 SP 65 70

MEMORANDUM OF ASSIGNMENT OF LEASES AND RENTS

DATE OF ASSIGNMENT: March 25, 2014

ASSIGNEE: RHINEBECK BANK  
2 Jefferson Plaza  
Poughkeepsie, New York 12601

ASSIGNOR: O'DONNELL & SONS, INC.  
218 Van Wyck Lake Road, P.O. Box 526,  
Fishkill, New York 12524

LEASES: All present and future leases for all or any part of the Mortgaged Premises as defined herein (the "Assigned Leases"). Reference is hereby made to the Assignment for a description of the present leases.

PREMISES: All those certain lots, tracts or parcels of land, together with any improvements and buildings thereon and the appurtenances thereto pertaining described in Schedule "A" annexed to this Memorandum and made a part hereof (the "Mortgaged Premises").

TERM OF ASSIGNMENT: The term of the Assignment commences on the date hereof and, subject to the provisions set forth in the Assignment of which this is a memorandum, expires upon payment in full of the Indebtedness as set forth below. Reference is made to the Assignment of which this is a memorandum for all of the terms and provisions with regard to the term of the Assignment, and to a mortgage to be recorded simultaneously herewith given by Assignor to Assignee in the principal amount of \$585,000.00 (the "Indebtedness").

OTHER TERMS AND CONDITIONS: Reference to the Assignment will disclose the other terms and conditions thereof, but said Assignment provides that as long as no default shall exist under this Assignment, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtues of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

NOTE: This Memorandum of Assignment of Leases and Rents is entered into for recording purposes only and shall not be deemed to be in substitution of, or to supersede, the actual Assignment between the parties referred to therein.


IN WITNESS WHEREOF, this Memorandum of Assignment of Leases and Rents is executed and sealed this 25th day of March, 2014.

O'DONNELL & SONS, INC.

By:   
Sean O'Donnell, President

STATE OF NEW YORK )  
COUNTY OF DUTCHESS )ss:

On the 25<sup>th</sup> day of March, 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 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 signatures on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

RECORD AND RETURN TO:

LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

Robert S. Levine  
Notary Public, State of New York  
Qualified in Dutchess County  
Reg. #4007465  
Commission Exp. March 26, 2014



Dutchess County Clerk Recording Page

Record & Return To :

LEVINE & LEVINE PC  
2 JEFFERSON PLAZA  
STE 100  
POUGHKEEPSIE , NY 12601-

Date Recorded 03/27/2014  
Time Recorded 11:32:00

Document # : 01 2014 2280

Received From : RIVER CITY ABSTRACT

Mortgagor : ODONNELL & SONS INC  
Mortgagee : RHINEBECK BANK

Recorded In : Mortgage  
Instrument Type : ASSN/LR

Tax District : Beekman

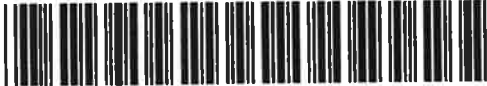
Examined and Charged As Follows :

Recording Charge : \$70.00  
Mortgage Amount : \$0.00  
Mortgage Type : No Tax / No Serial #  
Mortgage Tax County : \$0.00  
Total Tax : \$0.00  
Serial Number :  
Affidavit : Y

Number of Pages : 5

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cth /  
Receipt # : R15867  
Batch Record : C267



0120142280

Bradford Kendall  
County Clerk



762 9  
ST-47912 05-5  
70

**MEMORANDUM OF ASSIGNMENT OF LEASES AND RENTS**

**DATE OF ASSIGNMENT:** March 25, 2014

**ASSIGNEE: RHINEBECK BANK**  
2 Jefferson Plaza, Poughkeepsie, New York 12601

**ASSIGNOR: O'DONNELL & SONS, INC.**  
218 Van Wyck Lake Road, P.O. Box 526, Fishkill, New York 12524

**LEASES:** All present and future leases for all or any part of the Mortgaged Premises as defined herein (the "Assigned Leases"). Reference is hereby made to the Assignment for a description of the present leases.

**PREMISES:** All those certain lots, tracts or parcels of land, together with any improvements and buildings thereon and the appurtenances thereto pertaining described in Schedule "A" annexed to this Memorandum and made a part hereof (the "Mortgaged Premises").

**TERM OF ASSIGNMENT:** The term of the Assignment commences on the date hereof and, subject to the provisions set forth in the Assignment of which this is a memorandum, expires upon payment in full of the Indebtedness as set forth below. Reference is made to the Assignment of which this is a memorandum for all of the terms and provisions with regard to the term of the Assignment, and to a mortgage to be recorded simultaneously herewith given by Assignor to Assignee in the principal amount of \$1,221,785.00 (the "Indebtedness").

**OTHER TERMS AND CONDITIONS:** Reference to the Assignment will disclose the other terms and conditions thereof, but said Assignment provides that as long as no default shall exist under this Assignment, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtues of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

**NOTE:** This Memorandum of Assignment of Leases and Rents is entered into for recording purposes only and shall not be deemed to be in substitution of, or to supersede, the actual Assignment between the parties referred to therein.

**IN WITNESS WHEREOF,** this Memorandum of Assignment of Leases and Rents is executed and sealed this 25<sup>th</sup> day of March, 2014.

O'DONNELL & SONS, INC.

By:   
Sean O'Donnell, President

STATE OF NEW YORK )  
COUNTY OF DUTCHESS )ss:

On the 25th day of March, 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 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.

RECORD AND RETURN TO:  
LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

  
Notary Public  
Robert S. Levine  
Notary Public, State of New York  
Qualified in Dutchess County  
Reg. #4607865  
Commission Exp. March 26, 2014



Dutchess County Clerk Recording Page

Record & Return To :

LEVINE & LEVINE PC  
2 JEFFERSON PLAZA  
STE 100  
POUGHKEEPSIE , NY 12601-

Date Recorded : 03/27/2014  
Time Recorded : 11:35:00

Document # : 01 2014 2282

Received From : RIVER CITY ABSTRACT

Mortgagor : O'DONNELL & SONS INC  
Mortgagee : RHINEBECK BANK

Recorded In : Mortgage  
Instrument Type : ASSN/LR

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$70.00  
Mortgage Amount : \$0.00  
Mortgage Type : No Tax / No Serial #  
Mortgage Tax County : \$0.00  
Total Tax : \$0.00  
Serial Number :  
Affidavit : Y

Number of Pages : 5

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cth /  
Receipt # : R15870  
Batch Record : C270



0120142282

Bradford Kendall  
County Clerk



ST-47912  
SP  
65-  
5  
70

**MEMORANDUM OF ASSIGNMENT OF LEASES AND RENTS**

**DATE OF ASSIGNMENT:** March 25, 2014

**ASSIGNEE:** RHINEBECK BANK  
2 Jefferson Plaza  
Poughkeepsie, New York 12601

**ASSIGNOR:** O'DONNELL & SONS, INC.  
218 Van Wyck Lake Road, P.O. Box 526.  
Fishkill, New York 12524

**LEASES:** All present and future leases for all or any part of the Mortgaged Premises as defined herein (the "Assigned Leases"). Reference is hereby made to the Assignment for a description of the present leases.

**PREMISES:** All those certain lots, tracts or parcels of land, together with any improvements and buildings thereon and the appurtenances thereto pertaining described in Schedule "A" annexed to this Memorandum and made a part hereof (the "Mortgaged Premises").

**TERM OF ASSIGNMENT:** The term of the Assignment commences on the date hereof and, subject to the provisions set forth in the Assignment of which this is a memorandum, expires upon payment in full of the Indebtedness as set forth below. Reference is made to the Assignment of which this is a memorandum for all of the terms and provisions with regard to the term of the Assignment.

Reference is made to a mortgage to be recorded simultaneously herewith given by Assignor to Assignee in the principal amount of \$50,000.00 (the "Indebtedness").

**OTHER TERMS AND CONDITIONS:** Reference to the Assignment will disclose the other terms and conditions thereof, but said Assignment provides that as long as no default shall exist under this Assignment, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtues of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.

**NOTE:** This Memorandum of Assignment of Leases and Rents is entered into for recording purposes only and shall not be deemed to be in substitution of, or to supersede, the actual Assignment between the parties referred to therein.


**IN WITNESS WHEREOF,** this Memorandum of Assignment of Leases and Rents is executed and sealed this 25<sup>th</sup> day of March, 2014.

O'DONNELL & SONS, INC.

By:   
Sean O'Donnell, President

STATE OF NEW YORK )  
COUNTY OF DUTCHESS )ss:

On the 25th day of March, 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 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 signatures on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
Robert S. Levine  
Notary Public, State of New York  
Qualified in Dutchess County  
Reg. #4607885  
Commission Exp. March 26, 2014

**RECORD AND RETURN TO:**  
LEVINE & LEVINE, P.C.,  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

Filed	Amount	Attorney			
4/16/2014	\$375,000.00				
Description					
TWAPPINGER					
Municipalities					
Party Type	Error / Correction	Name	Date Filed	Satisfied	Sealed
Debtor		ODONNELL & SONS INC	4/16/2014		
Creditor		TEG FCU	4/16/2014		
Comment			Date	Liber	Page
BUILDING LOAN MODIFICATION AGREEMENT			12/10/2014		
BUILDING LOAN MODIFICATION AGREEMENT			1/26/2015		



Dutchess County Clerk Recording Page

Record & Return To:

LEVINE & LEVINE PC  
2 JEFFERSON PLAZA  
STE 100  
POUGHKEEPSIE, NY 12601

Date Recorded: 1/3/2018  
Time Recorded: 4:14 PM

Document #: 01-2018-51

Received From: RIVER CITY ABSTRACT

Mortgagor: O'DONNELL & SONS INC  
Mortgagee: RHINEBECK BANK

Recorded In: Mortgage  
Instrument Type: ASSN/LR

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge:	\$60.00
Mortgage Amount:	\$0.00
Mortgage Type:	No Tax / No Serial #
Mortgage Tax County	\$0.00
Mortgage Tax MTA Share	\$0.00
1-6 Family	\$0.00
Mortgage Tax Local	\$0.00
Total Tax:	\$0.00
Serial Number:	0
Affidavit:	Y

Number of Pages: 3  
\*\*\* Do Not Detach This Page  
\*\*\* This is Not A Bill

County Clerk By: aco  
Receipt #: 277  
Batch Record: 3



01201851

Bradford Kendall  
County Clerk





WT-56110 5/8

MEMORANDUM OF ASSIGNMENT OF LEASES AND RENTS

DATE OF ASSIGNMENT: December 19, 2017  
ASSIGNEE: RHINEBECK BANK  
2 Jefferson Plaza, Poughkeepsie, NY 12601  
ASSIGNOR: O'DONNELL & SONS, INC.  
218 Van Wyck Road, Fishkill, New York 12524

LEASES: All present and future leases for all or any part of the Premises as defined herein. Reference is hereby made to the Assignment for a description of the present leases and for all the terms and provisions with regard to the term of the Assignment, and to the credit line mortgage of even date herewith in the principal amount of \$650,000.00.

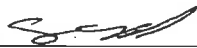
PREMISES: All those certain lots, tracts or parcels of land, together with any improvements and buildings thereon and the appurtenances thereto pertaining described in Schedule "A" annexed to this Memorandum and made a part hereof, and shown as Lots Nos. 3, 4, 8, 9, 10, 12 and 14, with all roadways and Open Spaces A, B, C, D, E and F, together with two circular islands within the cul de sacs of Stone Ridge and Halle Court roadway, as described on a certain map entitled "Stone Ridge Estates" filed February 25, 2014, in the Dutchess County Clerk's Office as Filed Map No. 12468, all located in the Town of Beekman, County of Dutchess and State of New York (the "Mortgaged Premises")

TERM OF ASSIGNMENT: The term of the Assignment commences on the date hereof and, subject to the provisions set forth in the Assignment of which this is a memorandum, expires upon payment in full of the loan made by the Assignee to the Assignor.

OTHER TERMS AND CONDITIONS: Reference to the Assignment will disclose the other terms and conditions thereof, but said Assignment provides that as long as no default shall exist under this Assignment, the Assignor shall have a license to manage and operate the Mortgaged Premises and to collect, receive and apply for its own account, all rents, issues and profits accruing by virtues of such Assigned Leases, and to execute and deliver proper receipts and acquittances therefor.


NOTE: This Memorandum of Assignment of Leases and Rents is entered into for recording purposes only and shall not be deemed to be in substitution of, or to supersede, the actual Assignment between the parties referred to therein.

IN WITNESS WHEREOF, this Memorandum of Assignment of Leases and Rents is executed the and sealed the day above first written.

O'DONNELL & SONS, INC.  
By:   
Sean O'Donnell, President

STATE OF NEW YORK )  
COUNTY OF DUTCHESS ) ss:

On the 19th day of December, 2017, 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 in 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(s) acted, executed the instrument.

  
Notary Public  
Suzanne M. Mariconti  
Notary Public, State of New York  
Qualified in Dutchess County  
No. 01MA5061553  
Commission Exp. June 10, 2018

RECORD & RETURN TO:  
LEVINE & LEVINE, PLLC  
2 Jefferson Plaza, Suite 100  
Poughkeepsie, New York 12601

Loan No. 41712192

STONE RIDGE ESTATES OF BEEKMAN

PREPARED FOR

BEEKMAN HOME & LAND DEVELOPMENT, LLC

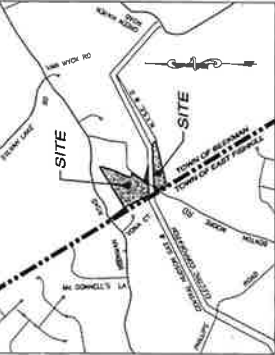
SITUATE IN THE

TOWN OF BEEKMAN

DUTCHESS COUNTY, NEW YORK

OWNER/APPLICANT  
CERTIFICATION NOTE:

*[Signature]*  
BEEKMAN HOME & LAND DEVELOPMENT, LLC



**SITE DATA**  
TAX MAP DESIGNATION: 6658-00-224232 & 6658-00-266185  
TOWN ZONING: R-45  
TOTAL LOT AREA: 26.25 ACRES  
AREA SCHEDULE:  
TAX LOT 1: 6658-00-224232  
1871 AC. 658 AC. = 122 AC.  
BENTON MOORE ROAD  
TAX LOT 2: 6658-00-266185  
839 AC. 658 AC. = 181 AC.  
BENTON MOORE ROAD  
OWNER/APPLICANT:  
BEEKMAN HOME & LAND DEVELOPMENT, LLC  
31 JOSHUA HENRY LANE  
POUND RIDGE, NY 10576

PREPARED BY:  
ZARECKI & ASSOCIATES, L.L.C.  
CONSULTING ENGINEERS-LAND SURVEYORS-ARCHITECTS  
PAWLING, NY 12564 & NICHFIELD, CT 06877  
(845) 855-3771  
(203) 438-7004

TOWN OF EAST FISHKILL  
WATER AND SEWER SYSTEM  
THE TOWN OF EAST FISHKILL HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS. THE TOWN OF EAST FISHKILL HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS. THE TOWN OF EAST FISHKILL HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS.

DESIGNED FOR THE APPROVAL STAMP  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 12/11/12

PLANNING BOARD - TOWN OF BEEKMAN  
THE TOWN OF BEEKMAN HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS. THE TOWN OF BEEKMAN HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS. THE TOWN OF BEEKMAN HEREBY CERTIFIES TO THE QUALITY OF THE PLAN AND DESIGN SUBMITTED AND APPROVED BY THE TOWN ENGINEER AND THE TOWN BOARD OF SUPERVISORS.

DRAWING SHEET INDEX				
COUNTY FILED MAP SHEET #	SHEET #	SHEET TITLE	SCALE	DATE ISSUED
1 OF 16	1 OF 22	COVER SHEET	NTS	2-1-2010
2 OF 16	2 OF 22	SUBDIVISION NOTES	NTS	2-1-2010
3 OF 16	3 OF 22	SUBDIVISION PLAN	1"=50'	2-1-2010
4 OF 16	4 OF 22	LAYOUT PLAN	1"=50'	2-1-2010
5 OF 16	5 OF 22	GRADING PLAN	1"=50'	2-1-2010
6 OF 16	6 OF 22	EROSION & SEDIMENT CONTROL PLAN	1"=50'	2-1-2010
7 OF 16	7 OF 22	CONSTRUCTION PHASING PLAN	AS SHOWN	3-2-2010
8 OF 16	8 OF 22	LANDSCAPING PLAN	1"=50'	2-1-2010
9 OF 16	9 OF 22	UTILITY PLAN - OVERALL	1"=50'	2-1-2010
10 OF 16	10 OF 22	UTILITY PLAN & PROFILE - DRAINAGE	AS SHOWN	2-1-2010
11 OF 16	11 OF 22	UTILITY PLAN & PROFILE - SEWER	AS SHOWN	2-1-2010
12 OF 16	12 OF 22	UTILITY PLAN & PROFILE - WATER	AS SHOWN	2-1-2010
13 OF 16	13 OF 22	ROAD LAYOUT & PROFILES	AS SHOWN	2-1-2010
14 OF 16	14 OF 22	ROAD CROSS SECTIONS	AS SHOWN	2-1-2010
15 OF 16	15 OF 22	DRIVEWAY PROFILES	AS SHOWN	2-1-2010
16 OF 16	16 OF 22	ENTRANCE PLAN & DETAILS	AS SHOWN	2-1-2010
17 OF 16	17 OF 22	BENTON MOORE ROAD IMPROVEMENT	AS SHOWN	9-03-2010
18 OF 16	18 OF 22	DETAILS	NTS	2-1-2010
19 OF 16	19 OF 22	DETAILS	NTS	2-1-2010
20 OF 16	20 OF 22	DETAILS	NTS	2-1-2010
21 OF 16	21 OF 22	DETAILS	NTS	2-1-2010
22 OF 16	22 OF 22	DETAILS	NTS	3-2-2010
23 OF 16	23 OF 22	DETAILS	AS SHOWN	10-18-2013

\*SHEET SHEETS WHICH ARE TO BE FILED WITH THE DUTCHESS COUNTY CLERK'S OFFICE

PLAN IDENTIFICATION - LAMINATE

1 OF 22  
1"=50'

COVER SHEET  
BEEKMAN HOME & LAND DEVELOPMENT, LLC  
ZARECKI & ASSOCIATES, L.L.C.  
1 OF 22  
1"=50'

Search Criteria

Name: Starts With beekman home

Document Year - #: 6/1/2005 to 4/1/2014

Recorded Date: 6/1/2005 to 4/1/2014

Liber / Page: /

Search Only LPs: No

All Document Categories

All Document Types

All Party Types

All Municipalities

Party Name	Satisfied / Vacated	Error / Correction	Type	Year	Doc #	Liber	Page	Municipalities	Party Type	Date Recorded	Comment
BEEKMAN HOME & LAND DEV LLC	Satisfied		Delinquent Taxes	2012	85				Defendant	11/1/2012	SAT
BEEKMAN HOME & LAND DEV LLC	Satisfied		Delinquent Taxes	2012	86				Defendant	11/1/2012	SAT
BEEKMAN HOME & LAND DEV LLC	Satisfied		Delinquent Taxes	2013	84				Defendant	11/1/2013	SAT
BEEKMAN HOME & LAND DEV LLC	Satisfied		Delinquent Taxes	2013	85				Defendant	11/1/2013	SAT
BEEKMAN HOME & LAND DEVELOPMENT			Mortgage	2005	17257			Beekman	Mortgagor	9/9/2005	ASSN/LR
BEEKMAN HOME & LAND DEVELOPMENT			Deed	2012	3231			Beekman	Grantee	7/24/2012	EASE
BEEKMAN HOME & LAND DEVELOPMENT			Deed	2005	5845			Beekman	Grantee	7/7/2005	
BEEKMAN HOME & LAND DEVELOPMENT LLC	Satisfied		Mortgage	2005	12523			Beekman	Mortgagor	7/7/2005	SAT
BEEKMAN HOME & LAND DEVELOPMENT LLC	Satisfied		Mortgage	2005	12525			Beekman	Mortgagor	7/7/2005	SAT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2005	12526			Beekman	Mortgagor	7/7/2005	ASSN/LR - Terminated
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2009	5198			Beekman	Mortgagor	6/2/2009	AGMT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2009	5200			Beekman	Mortgagor	6/2/2009	AGMT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Uniform Commercial Code Lien	2009	336F				Debtor	8/31/2009	
BEEKMAN HOME & LAND DEVELOPMENT LLC			Assignment of Mortgage	2009	2009A				Mortgagor	10/13/2009	ASSN
BEEKMAN HOME & LAND DEVELOPMENT LLC			Assignment of Mortgage	2009	2013A				Mortgagor	10/13/2009	ASSN
BEEKMAN HOME & LAND DEVELOPMENT LLC	Satisfied		Mortgage	2009	10568			Beekman	Mortgagor	10/13/2009	SAT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2009	10573			Beekman	Mortgagor	10/13/2009	AGMT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2009	10574			Beekman	Mortgagor	10/13/2009	ASSN/LR
BEEKMAN HOME & LAND DEVELOPMENT LLC			Uniform Commercial Code Lien	2009	444F				Debtor	11/16/2009	Type: FIN STAT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Mortgage	2011	6001			Beekman	Mortgagee	7/1/2011	TERM/ALR
BEEKMAN HOME & LAND DEVELOPMENT LLC	Satisfied		Default Judgment	2013	123D				Debtor	6/20/2013	SAT
BEEKMAN HOME & LAND DEVELOPMENT LLC	Satisfied		Mechanics Lien	2013	69M				Debtor	11/7/2013	SAT
BEEKMAN HOME & LAND DEVELOPMENT LLC			Clerk's Minutes	2014	744	117	1573	Beekman	Defendant	2/11/2014	Court: SUPREME; LP
BEEKMAN HOME & LAND DEVELOPMENT LLC			Deed	2014	1947			Beekman	Grantor	3/27/2014	





**Dutchess County Clerk Recording Page**

Record & Return To :

NYS ELECTRIC & GAS CORP  
CORPORATE DR - KIRKWOOD IND PARK  
PO BOX 5224  
BINGHAMTON , NY 13902-5224

Date Recorded : 07/24/2012  
Time Recorded : 10:35:00

Document # : 02 2012 3231

Received From : NYS ELECTRIC & GAS CORP

Grantor : NYS ELECTRIC & GAS CORP  
Grantee : BEEKMAN HOME & LAND  
DEVELOPMENT

Recorded In : Deed  
Instrument Type : EASE

Tax District : Beekman

**Examined and Charged As Follows :**

Recording Charge : \$90.00

Number of Pages : 9

Transfer Tax Amount : \$0.00

Transfer Tax Number : #4993

Red Hook Transfer Tax :

E & A Form: N

TP-584 : Y

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : ksw / \_\_\_\_\_  
Receipt # : R40302  
Batch Record : A214



0220123231

  
\_\_\_\_\_  
Bradford Kendall  
County Clerk



B 96  
85  
5  
90

AGREEMENT

THIS AGREEMENT made as of the 3<sup>rd</sup> day of January, 2012, by and between the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the "Grantor", and Beekman Home & Land Development, having an office at 31 Joshua Hobby Lane, Pound Ridge, Pound Ridge, NY, hereinafter called the "Grantee".

WITNESSETH:

WHEREAS, the Grantor owns a certain parcel of land (the "Premises") described in a deed to it from Phoenix Development Company, Inc., which deed was recorded in Book 1081 of Deeds at Page 378 in the Dutchess County Clerk's Office on the 22<sup>nd</sup> day of June, 1962.

WHEREAS, an electric transmission line, together with appurtenances, owned, or to be owned, by the Grantor is and/or are located on the Premises;

WHEREAS, the Grantee is the owner of certain real property located within the Town of Beekman for which Grantee received approval for an 18 lot residential subdivision on May 20, 2010 entitled "Stone Ridge Estates" (hereinafter "Stone Ridge Estates") from the Town of Beekman Planning Board: ✓

WHEREAS, as a condition of said subdivision approval, the following encroachments into the Premises have been required by the Town of Beekman Planning Board;

WHEREAS, the Grantee wishes to construct, reconstruct, operate, inspect, maintain, repair, remove and/or replace the following encroachments within the Premises as are depicted on a Sketch Plan entitled "Encroachment onto NYSEG Right of Way" as prepared by Zarecki & Associates, last updated on June 20, 2011 (**Schedule A**) attached hereto and made a part hereof:

- (a) a proposed Stone Ridge Estates Sanitary Sewer Easement;
- (b) proposed Benton Moore Roadway Improvements;
- (c) a proposed Fill Area;
- (d) a proposed 18" +/- HDPE Stormwater Pipe;
- (e) a proposed 8" +/- Dip Portable Water Main;
- (f) a proposed Stormwater Discharge Point from Stone Ridge Estates;
- (g) a proposed Temporary Grading Easement for Sanitary Sewer Line Installation;
- (h) an underground water main and drainage pipes and sewer lines;
- (i) a two-foot (2') maximum rise, together with appurtenances, along a portion of Benton Moore Road, within a portion of the Premises which is adjacent to the present location of said electric transmission line; and

— WHEREAS, the Grantor is willing to allow the Grantee to construct, reconstruct, operate, inspect, maintain, repair, remove and/or replace:

- (a) a proposed Stone Ridge Estates Sanitary Sewer Easement;
- (b) proposed Benton Moore Roadway Improvements;
- (c) a proposed Fill Area;
- (d) a proposed 18" +/- HDPE Stormwater Pipe;
- (e) a proposed 8" +/- Dip Portable Water Main;
- (f) a proposed Stormwater Discharge Point from Stone Ridge Estates;
- (g) a proposed Temporary Grading Easement for Sanitary Sewer Line Installation;
- (h) an underground water main and drainage pipes and sewer lines;
- (i) a two-foot (2') maximum rise, together with appurtenances, along a portion of Benton Moore Road, within a portion of the Premises which is adjacent to the present location of said electric transmission line; and

together with appurtenances, on such portion of the Premises under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor and other good and valuable consideration, the parties hereto agree as follows:

1. The Grantor does hereby grant unto the Grantee (i) an easement ("Easement") for the purpose of constructing, reconstructing, operating, inspecting, maintaining, repairing, removing and or replacing Encroachments into the right of way as set forth in subparagraphs (a) through (i) immediately above, together with appurtenances, upon, over, under and through the portion of the Premises shown on **Schedule A** attached hereto and hereby made a part hereof ("Easement Area"), with Grantor's electric transmission line corridor on such Premises and (ii) a right of ingress and egress across the Premises ("Right-of-Way"), at the location(s) shown on **Schedule A** attached hereto, to and from the Easement Area for pedestrians, vehicles and equipment in so far as such ingress and egress shall be necessary for the Grantee's use of the Easement Area and shall not interfere with the Grantor's use of the Premises. Unless the context requires otherwise, the term "Premises", as used in this Agreement, shall include, without limitation, the Encroachment Areas and shall not interfere with the Grantor's use of the "Premises", as used in this Agreement, shall include, without limitation, the Encroachment Areas.
2. The Grantor reserves the unrestricted right to use the Premises for any purpose whatsoever, including, without limitation, the construction, reconstruction, operation, inspection, maintenance, repair, replacement, removal and/or relocation of gas, electric, communication and/or other facilities and appurtenances upon, over, under and through the Premises.
3. All of the Grantee's acts and omissions with respect to this Agreement, including, without limitation, the Grantee's acts and omissions with respect to the Easement and Right-of-Way and Encroachments granted herein, shall be at the Grantee's sole risk, cost and expense.
4. The Right-of-Way grant set forth in this Agreement shall take effect upon execution of this Agreement by both parties hereto and shall continue until such grant is terminated pursuant to Paragraphs 14 and/or 15 of this Agreement or otherwise.
5. The Grantee hereby assumes full responsibility for any and all liability which arises in whole or in part from its use of the Premises and hereby agrees to pay the Grantor any amount necessary to compensate the Grantor in full for any damage or cost to the Grantor arising from such use.
6. The Grantee shall indemnify, hold harmless and, at the Grantor's option, defend the Grantor from and against any and all liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fee), expenses, claims, demands, suits, recoveries, judgments, executions or penalties which may be made, had, brought or recovered against the Grantor by reason of any injury to, or death of, any person or any damage to, or destruction of, any property, including, without limitation, loss of use thereof, arising out of, or in any way connected with, this Agreement, except where such injury, death, damage or destruction is due solely to the act, omission or negligence of the Grantor.
7. The Grantor shall not in any event be liable for any damage to, or destruction of, the Grantee's Encroachments as shown on **Schedule A** which results from the movement of heavy equipment over the Premises. Any underground facilities installed on NYSEG property shall be designed to support heavy equipment with an axle load of 22,000#.
8. All notices with respect to this Agreement shall be given in writing by certified mail, return receipt requested, to the parties at their respective addresses set forth in this paragraph, unless written notice is given requesting the use of a different address for notices given under this Agreement.

To Grantor: New York State Electric & Gas Corporation  
35 Milan Road  
Brewster, NY 10509

ATTENTION: Real Estate

To Grantee: Beekman Home & Land Development  
31 Joshua Hobby Lane  
Pound Ridge, NY 10576

ATTENTION: Barry Cohen

9. All bills issued pursuant to this Agreement shall be sent by certified mail, return receipt requested, to the Grantee at its address set forth in the preceding Paragraph, unless the Grantee gives notice requesting the use of a different address for bills issued under this Agreement.

10. The failure of either party to enforce or insist upon any of the terms or conditions of this Agreement, or its waiver of the same in any instances, shall not be construed as a general waiver or relinquishment of any such term or condition, but the same shall be and remain at all times in full force and effect.

11. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. Any modification of this Agreement shall be in writing and shall be signed by an authorized representative of each party to this Agreement before having any force or effect.

12. This Agreement, including, without limitation, Paragraphs 3, 5, 6, 13, 14, and 15 hereof, shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors and assigns of the parties hereto; provided, however, that the Grantee shall not assign this Agreement, or any benefit or burden hereunder, without the Grantor's prior written consent, which consent shall not be unreasonably withheld.

13. The Grantee covenants that it shall perform each and every obligation imposed on it by the following Subparagraphs:

A. Notwithstanding any other provision of this Agreement, in the Grantee's use of the Premises, including, without limitation, its design, construction, reconstruction, operation, inspection, maintenance, repair, removal and/or replacement of its underground pipeline and its appurtenances, the Grantee shall comply with all applicable laws, ordinances, rules, regulations, orders, decisions, judgments, rulings and industry standards, including, without limitation, (i) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., \*ii) the High Voltage Proximity Act, New York Labor Law § 202-h, (iii) 49 CFR Part 192, (iv) 16 NYCRR Part 255 and (v) the National Electrical Safety Code (ANSI C2), as each may be amended or superseded from time to time.

B. If the Grantee, by act or omission, creates any hazardous condition on the Premises, the Grantor, in its discretion, may (i) elect to take steps to eliminate such condition and (ii) bill the Grantee for the cost of such steps. The Grantee shall pay any such bill within thirty calendar days of its receipt thereof. The Grantor's taking of any such steps shall not relieve the Grantee of liability for any such condition.

C. If the Grantee, by act or omission, puts the Premises in violation of any law, ordinance, rule, regulation, order, decision, judgment, ruling or industry standard, the Grantor, in its discretion, may (i) elect to take steps to eliminate such violation and (ii) bill the Grantee for the cost of such steps. The Grantee shall pay any such bill within thirty (30) calendar days of its receipt thereof. The Grantor's taking of any such steps shall not relieve the Grantee of liability for any such violation.

D. The Grantee shall not do any blasting on the Encroachment Areas without the prior written approval of the Grantor, which approval shall not relieve the Grantee of liability for any personal injury, death, property damage or property destruction caused by such blasting. The Grantee shall give the Grantor thirty (30) days prior notice of any blasting which it wishes to undertake on the Encroachment Areas, together with a copy of a written proposal for such blasting. Such notice shall specify the date and time when the Grantee plans to conduct such blasting. The Grantor shall review such proposal and shall give the Grantee notice approving or disapproving such blasting within ten (10) days of the Grantor's receipt of such proposal. In its review of such proposal, the Grantor, in its discretion, may (i) institute any studies which it deems necessary and (ii) bill the Grantee for the cost of such studies. The Grantee shall pay any such bill within thirty (30) calendar days of its receipt thereof. The Grantor, in its discretion, may (A) elect to have a representative present at any such blasting and (B) bill the Grantee for the cost of having such representative present. The Grantee shall pay any such bill within thirty (30) calendar days of its receipt thereof. The Grantee shall perform all blasting on the Premises with the minimum explosive charge capable of producing the required result and shall use appropriate protective devices to prevent its blasting from damaging or destroying the facilities and appurtenances of the Grantor or others. Unless the context requires otherwise, the term "day", as used in this Agreement, shall mean a calendar day which is not a Saturday, Sunday or public holiday.

E. Except during the construction period so as to make the Encroachments into the Premises as depicted on **Schedule A**, the Grantee shall give the Grantor twenty (20) days prior notice of any non-emergency



excavation which it wishes to undertake on the Encroachment Areas. The Grantor, in its discretion, may (i) elect to have a representative present at any such excavation and (ii) bill the Grantee for the cost of having such representative present. The Grantee shall pay any such bill within thirty (30) calendar days of its receipt thereof.

F. The Grantee, upon completion of the initial construction of the Grantee's Encroachments into the Premises set forth on **Schedule A** and its appurtenances, shall promptly deliver to the Grantor a set of as-built drawings of such appurtenance, including, without limitation. In addition, the Grantee, upon completion of any reconstruction, maintenance, repair, removal and/or replacement of such which significantly affects the location thereof, shall promptly deliver to the Grantor a revised and then-current set of such as-built drawings.

G. The Grantee, upon completion of the initial construction of its Encroachments and appurtenances thereto, shall promptly place markers on the Easement Area in such a manner as to indicate the location of the Encroachments and appurtenances thereto, which markers shall not interfere with the Grantor's use of the Premises. In addition, the Grantee, upon completion of any reconstruction, maintenance, repair, removal and/or replacement of such Encroachments and appurtenances thereto which significantly affects the location thereof, shall promptly place markers which indicate the then-current location of such Encroachments and appurtenances thereto, which markers shall not interfere with the Grantor's use of the Premises.

H. On the Encroachment Areas, the Grantee shall construct, reconstruct, operate, inspect, maintain, repair, remove and/or replace the Grantee with their appurtenances, in such a manner that the Grantor will be able to pass over such Encroachments as set forth in:

- (a) a proposed Stone Ridge Estates Sanitary Sewer Easement;
- (b) proposed Benton Moore Roadway Improvements;
- (c) a proposed Fill Area;
- (d) a proposed 18" +/- HDPE Stormwater Pipe;
- (e) a proposed 8" +/- Dip Portable Water Main;
- (f) a proposed Stormwater Discharge Point from Stone Ridge Estates;
- (g) a proposed Temporary Grading Easement for Sanitary Sewer Line Installation;
- (h) an underground water main and drainage pipes, and sewer lines;
- (i) a two-foot (2') maximum rise, together with appurtenances along a portion of Benton Moore Road, within a portion of the Premises which is adjacent to the present location of said electric transmission line; and

with heavy equipment without damaging them.

I. The Grantee shall at all times maintain a minimum horizontal and vertical clearance of (i) at least 21 feet from the electric transmission line facilities and appurtenances of the Grantor with personnel, vehicles, equipment or otherwise, (ii) at least 10 feet from any gas facilities and appurtenances of the Grantor with personnel, vehicles, equipment or otherwise and (iii) at least 21 feet from any communication facilities and appurtenances of the Grantor with personnel, vehicles, equipment or otherwise.

J. The Grantee shall at all times maintain a minimum horizontal clearance of at least ten feet (10') from all of the Grantor's facilities and appurtenances, other than aerial wires, with the Grantee's Encroachments and appurtenances thereto.

K. The Grantee shall not grade the Encroachment Areas in such a way as to (i) render any portion of the Premises inaccessible to vehicle traffic or (ii) reduce the clearance between the Grantor's aerial wires and the ground. In no event shall the Grantee grade the Encroachment Areas to a slope greater than one foot (1') vertical to three feet (3') horizontal. The Grantee shall stabilize any grading which it undertakes on the Encroachment Areas in such a manner as to prevent erosion. Except during the construction of the Encroachments set forth on **Schedule A**, the Grantee shall not grade the Encroachment Areas within fifty feet (50') of any of the Grantor's facilities and appurtenances other than aerial wires. If the Grantee shall disturb the grade or surface conditions of any portion of the Premises which is not within the Encroachment Areas, the Grantee shall promptly restore such disturbed portion of the Premises to its prior grade and conditions. Such restoration shall include, without limitation, any necessary seeding or planting.

L. The Grantee shall not interfere with the Grantor's use of the Premises.

M. The Grantee shall not damage or destroy the Premises, or any electric, gas, communication or other facilities or appurtenances located thereon, whether by electrolysis-caused corrosion or otherwise.

N. The Grantee shall maintain the Grantee's Encroachments and appurtenances thereto as set forth on **Schedule A** and their appurtenances in good repair, except during the construction period for the Encroachments set forth on **Schedule A** hereto.

O. The Grantee shall not establish any portion of the Encroachment Areas as a storage area without obtaining the Grantor's prior written approval. In no event shall the Grantee store, unload or stockpile vehicles, equipment, construction materials, excavated spoil or other items under the Grantor's aerial wires, structures or appurtenances.

P. The Grantee is aware that a static electric charge may exist on ungrounded metal objects located in the vicinity of electric lines. The Grantee shall develop and implement working procedures to mitigate any static electric charge which develops on any metal object located on the Encroachment Areas and such procedures shall conform to all applicable industry standards.

Q. If the Grantor gives the Grantee sixty (60) calendar days prior notice of the Grantor's intent to change the Grantor's use of the premises in any manner, the Grantee shall relocate the Grantee's Encroachments as shown on **Schedule A** and their appurtenances in such a manner as to permit the Grantor's changed use of the Premises.

R. The Grantee shall promptly reduce any induced voltages or currents created on its Encroachments and appurtenances to such levels as are permitted by the applicable industry standards and shall take all steps necessary to ensure that such levels are not exceeded at any time.

S. Proposals for landscaping on NYSEG's R/W shall be presented in detail to the Company for review. Concerns regarding liability, tree height, and maintenance need to be addressed. The district forester should review the plans to assure that the appropriate species are planted.

14. The Right-of-Way grant set forth in this Agreement is upon the express condition that the Grantee perform each and every obligation imposed on it by this Agreement, including, without limitation, Paragraphs 3, 5, 6 and 13 hereof. Such Right-of-Way grant shall terminate if (i) the Grantee fails to perform any such obligation and (ii) the Grantor gives the Grantee notice that the Grantor has elected to terminate the Right-of-Way grant.

15. The Right-of-Way grant set forth in this Agreement shall terminate if the Grantee discontinues the use of the Encroachments as set forth on **Schedule A** at Grantee's expense or that of the Stone Ridge Estates Homeowners Association.

16. Grantee to be solely responsible for providing any and all cathodic protection needs on this facility for current NYSEG electric facilities or any expanded further NYSEG electric facilities. If cathodic protection is installed on any pipeline, tests shall be conducted by the pipeline company to assure that no cathodic protection current is being picked up by the grounding system of the electric transmission line. This test should be planned and executed in conjunction with NYSEG personnel. NYSEG may charge for witnessing such tests. The anode beds of any cathodic protection shall be placed on the opposite side of the pipeline from the transmission line.

17. During the term of this Agreement, Grantee, at the Grantee's expense, shall maintain and keep in full force and effect the following insurance with respect to this Agreement in such forms and with such insurance companies as are acceptable to Grantor: (i) Comprehensive General Liability Insurance with combined bodily injury and property damage limits of at least \$1,000,000 per occurrence or in aggregate, including, but not limited to coverage for explosion, collapse and underground hazards, Contractual, Broad Form Property Damage, Independent Contractors and Personal Injury Liability; and (ii) Automobile Liability Insurance, including coverage for all owned, non-owned and hired automobile equipment, with combined bodily injury and property damage limits of at least \$1,000,000 per occurrence. Grantor, its directors, officers, employees and agents, shall be included as additional insured in Grantee's insurance policies with respect to this Agreement and such insurance shall be considered primary insurance. Any separate insurance maintained in force by the Grantor shall not contribute with insurance carried by the Grantee under this Agreement. Promptly upon execution of this Agreement, Grantee shall furnish Grantor with Certificate(s) of Insurance indicating that all of the insurance required by this Agreement is in full force and effect and that the Grantor, at P.O. Box 287, Ithaca, NY 14851, will

receive at least thirty (30) days prior written notice of any cancellation or modification of such insurance that may affect the Grantor's interest. Grantor shall have thirty (30) days after receiving said Certificate of Insurance to notify Grantee, in writing, if said Certificate of Insurance is unacceptable to Grantor.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

NEW YORK STATE ELECTRIC & GAS CORPORATION

By: [Signature]

GRANTEE:

BEEKMAN HOME AND LAND DEVELOPMENT LLC

By: [Signature] Mr. Mark  
Barry Cohen, Managing Member

(Personal/Corporate Acknowledgment)

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

SS:

On the 8 day of DECEMBER in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared BARRY COHEN 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.

DAVID O. ARTETA  
Notary Public, State of New York  
No. 01AR6234930  
Commission Expires Jan. 31, 2015

[Signature]  
Notary Public

(Personal/Corporate Acknowledgment)

STATE OF NEW YORK )  
COUNTY OF Monroe )

SS:

On the 3rd day of JANUARY in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Franklin D. Reynolds 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.

[Signature]  
Notary Public

ANNA M. SABERS  
Notary Public, State of New York  
No. 01SA6072590  
Qualified in Monroe County  
Commission Expires April 08, 2014



RAJASTER

RWC 257

AGREEMENT

NYSEG FEE OWNED PROPERTY-TP-588  
Auth.3x DL003 Parcel No. 58A  
Area Cost Center No. 25009

NEW YORK STATE ELECTRIC & GAS CORPORATION

TO  
BEEKMAN HOME AND LAND DEVELOPMENT LLC

Dated December 8, 2011 & January 3, 2012

STATE OF NEW YORK )  
COUNTY OF ) ss:

Recorded on the day of

at o'clock M.

In Book of Deeds at

Page and examined.

TAX MAP NUMBER

Section 65B Block 80 Lot 256 2.11

(Clerk)

Consideration on this document  
Is less than \$100.00.

RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS  
CORPORATION  
PO BOX 5224  
BINGHAMTON, NY 13902-5224



**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 6194

Received From: NEW VENTURE ABSTRACT LTD

Grantor: O'DONNELL & SONS INC  
Grantee: BEEKMAN TOWN

Recorded In: Deed  
Instrument Type: OFFER

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: 1235

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



0220156194

Deed offer 8/9  
85  
5  
90

IRREVOCABLE OFFER OF CESSION

THIS AGREEMENT made this 8<sup>th</sup> day of August, 2014 between  
O'DONNELL & SONS, INC., a corporation duly organized and existing under the laws of the  
State of New York, with its principal office located at 218 Van Wyck Lake Road, Fishkill, New  
York 12524 (hereinafter "O'Donnell") and the Town of Beekman, a municipal corporation of the  
State of New York, with its principal office located at Town Hall, 4 Main Street, Poughquag,  
New York 12570 (hereinafter the "Town").

WITNESSETH:

That O'Donnell, in consideration of ONE AND NO/100 DOLLAR (\$1.00) actual and  
lawful money of the United States and other good and valuable consideration constituting final  
approval subject to conditions by the Town of Beekman Planning Board of a subdivision known  
as "Stone Ridge Estates", Dutchess County, New York, hereby makes and grants to the Town:

An Irrevocable Offer of Cession and declaration for public use, all of the streets,  
highways, and areas devoted to public improvements depicted on the subdivision map which was  
the subject of the final approval by the Town of Beekman Planning Board, as aforesaid, said  
pieces of real property being more specifically, and separately, described on the Schedules  
annexed hereto and made part hereof, said Schedules being summarized as follows:

Schedule A

See attached proposed deed, the original of which shall be delivered  
to the Town to be held in escrow pending dedication.  
This Offer of Cession of the real property as aforesaid, shall be irrevocable by O'Donnell,

shall run with the land, and shall bind the successors and assigns of O'Donnell.

Auth to:  
Robert Baulkus, Esq  
1065 Main Street  
Fishkill, NY 12524

This Offer of Cession shall become invalid, void and of no effect in the event that O'Donnell shall not satisfy the conditions of the final subdivision approval or fails to file the approved subdivision map within the respective time requirements of Town Law Section 276 pertaining to such matters.

O'Donnell and its successors reserves all right, title and interest in and to water and sewer lines within the roads and access ways being offered.

The Town may accept actual dedication of the aforesaid public improvements and real property devoted thereto, by means of subsequent deeds or easements , after completion of the public improvements on said property, rather than by exercise of acceptance of this Offer of Cession. Copies of proposed deeds and grants which O'Donnell agrees to execute, shall be furnished to the Town.

Future acceptance of this Offer of Cession shall bestow upon the Town title to the fee or easements described herein and the right to enter upon the subject real property for the purposes of making and maintaining any uncompleted public improvements required under the aforesaid subdivision approval.

In the event that O'Donnell or any of its successors or assigns, attempts to bar entry by the Town, or persons acting through or under said municipality, the Town will be entitled to collect from O'Donnell, or tis successors and assigns, any and all reasonable attorneys' fees and court costs necessary to enforce the Town's right herein.

O'Donnell will provide maintenance security for one year after the road has been dedicated and accepted by the Town. The maintenance security shall be in the form of a letter of credit or cash bond in an amount which is ten percent (10%) of the performance security naming the Town as beneficiary. The form of maintenance security must be approved by the attorney for



THIS INDENTURE, made the 8<sup>th</sup> day of August, 2014.

**BETWEEN**

O'DONNELL & SONS, INC., a corporation organized under the laws of the State of New York, with its principal office located at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524

party of the first part, and

TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Town of Beekman, County of Dutchess and State of New York, same being the two roads as shown in a certain subdivision entitled "Stone Ridge Estates", Filed Map 12468, and more particularly described in "Schedule A" attached hereto and incorporated herein by reference.

**SUBJECT** to all covenants, easements and restrictions of record, if any, affecting the premises.

**BEING** the same premises conveyed to grantor herein from Beekman Home & Land Development, LLC, by deed dated March 25, 2014, and recorded in the Office of the Dutchess County Clerk on March 27, 2014, as Document #02-2014-1947.

**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 line thereof,

**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 premises herein granted unto the party of the second part, the heirs or successors and assigns of 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 premises have been encumbered in any way whatever, except as aforesaid.

Stone Ridge Road & Halle Court

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 filed 02/25/2014 in the Dutchess County Clerks Office as Filed Map No. 12468, being more particularly bounded and described as follows:

Beginning at a point on the northerly line of Benton Moore Road distant 75.23' on a course of N 36°03'41" E along Benton Moore Road, from a proposed concrete monument on the northerly line of lands now or formerly New York State Electric & Gas (N.Y.S.E.G.), running thence,

1. N 08°56'19" W, 35.36', to a proposed concrete monument,
2. N 53°56'19" W, 55.81', to a point of tangency,
3. Northerly on a curve to the right having a radius of 175.00' and an arc length of 214.40', to a point of tangency,
4. N 16°15'22" E, 209.97', to a point of tangency at the intersection with the southerly line of Halle Court,
5. Westerly on a curve to the left having a radius of 25.00' and an arc length of 39.27', to a point of tangency and a proposed concrete monument,
6. N 73°44'38" W, 172.22', to a point of tangency and a proposed concrete monument,
7. Westerly on a curve to the left having a radius of 25.00' and an arc length of 25.41', to a point of tangency,
8. Southerly, westerly & northerly on a curve to the right having a radius of 70.00' and an arc length of 362.23', to a point of tangency,
9. Easterly on a curve to the left having a radius of 25.00' and an arc length of 25.41', to a point of tangency and a proposed concrete monument,
10. S 73°44'38" E, 172.22', to a point of tangency and a proposed concrete monument,
11. Northerly on a curve to the left having a radius of 25.00' and an arc length of 39.27', to a point of tangency at the intersection with the northerly line of Stone Ridge Road,
12. N 16°15'22" E, 243.54', to a point of tangency and a proposed concrete monument,
13. Northerly on a curve to the left having a radius of 25.00' and an arc length of 25.41', to a point of tangency,
14. Northerly, easterly & southerly on a curve to the right having a radius of 70.00' and an arc length of 362.23', to a point of tangency,



**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 6201

Received From: NEW VENTURE-ABSTRACT LTD

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

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: 1242

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



0220156201

Enc 7/03 8/9  
85  
90

UTILITY EASEMENT AGREEMENT  
SEWER IMPROVEMENTS

THIS EASEMENT, made the 10<sup>th</sup> day of July, 2014, by and between O'DONNELL & SONS, INC., a New York corporation having an address at PO Box 526, 218 VanWyck lake Road, Fishkill, New York 12524, as Grantor, and STONE RIDGE ESTATES SEWAGE CORPORATION, a New York corporation, having an address at PO Box 526, 218 VanWyck Lake Road, Fishkill, New York 12524, as Grantee.

WITNESSTH:

WHEREAS, Grantor is the owner in fee simple of certain real property located within the Town of Beekman for which Grantor'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 "Grantor Property", or "Subdivision", or "Stone Ridge Estates") to include 18 residential lots (the "Lots") on May 20, 2010, and final approval on May 15, 2012 (the "Final Resolution"); and

WHEREAS, Grantor wishes to declare, establish and grant to Grantee a permanent easement in favor of Grantee to permit access and use of a portion of the Grantor Property, the location of which is described as the location of all those sanitary sewer improvements as shown on the Map entitled "Stone Ridge Estates", filed in the office of the Dutchess County Clerk on February 25, 2014 as Map No. 12468 (the "Easement Area"), for the purposes of construction, installation, inspection, operation, repair, replacement, and maintenance of sewer mains, service laterals, cleanouts, manholes, force mains, transmission mains, pumping stations and any equipment necessary to provide sewer services for the benefit of Grantor and the present and future customers of Grantee (collectively, the "Sewer Improvements").

NOW, THEREFORE, in consideration of ONE and 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, and of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. The Grantor hereby grants to Grantee, its lessees, licensees or agents, a permanent easement over, under, to, through and across the Easement Area to read meters, check connections, inspect, operate, repair, replace, and maintain the Sewer Improvements in the event that the Grantor shall fail to do so or in the case of emergency.
2. Grantee shall promptly restore or replace any installations of any kind on the Grantor Property, including but not limited to landscaping, trees and shrubbery, which Grantee may disturb or damage in connection with Grantee's use of the Easement Area, with installations of like kind and quality, at grantee's sole cost and expense.
3. All work performed by Grantee shall be in accordance with all applicable codes, laws, rules and regulations.

4. In the absence of any negligent or intentional act or omission by Grantor, its employees, agents, representatives, contractors or invitees, Grantee agrees to indemnify and defend Grantor and to save harmless Grantor against and from any claims by or on behalf of any person arising by reason of injury to person or property occurring from Grantee's use of the Easement Area, to the extent occasioned by a negligent or intentional act or omission on the part of Grantee, its agents, contractors, employees or assigns.

5. Grantee shall be solely responsible for maintaining, repairing and/or replacing the Sewer Improvements installed within the Easement Area at Grantees' sole cost and expense, however, in the event Grantee fails to do so or in the event of emergency, the Grantor shall have the right to inspect, operate, repair, replace and maintain the Sewer Improvements at the sole cost and expense of Grantee.

6. This easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs successors and/or assigns.

7. It is understood and agreed that all understandings and agreements heretofore made between the parties hereto are merged in this Easement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Easement made by the other.

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

9. This Easement may not be changed, altered, amended, waived, terminated or otherwise modified unless the same shall be in writing and signed by or on behalf of the party to be charged.

10. This Easement shall be governed by the laws of the State of New York.

11. *The introductory paragraph of this agreement hereby is incorporated into the same.*  
IN WITNESS WHEREOF, the parties hereto have entered into this Easement on the date *into* and year first above written, intending that same be recorded in the Office of the Clerk of the County of Dutchess, division of Land Records.

Grantor:

O'DONNELL & SONS, INC.

  
By: Sean O'Donnell, President

Grantee:

STONE RIDGE ESTATES SEWAGE CORPORATION

  
By: Sean O'Donnell, President

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

On the 10<sup>th</sup> day of July, 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 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

ROBERT BOOLUKOS  
Notary Public, State of New York  
Qualified in Dutchess County  
Registration No. 02804711036  
My Commission Expires March 30, 2018

SCHEDULE A

DESCRIPTION OF EASEMENT AREA "A"

Sewer 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 on the southerly line of Halle Court at the northwest corner of Lot 1 and the northeast corner of Lot 2, running thence,

1. S 73°44'38" E, 84.19', along the northerly line of Lot 1 to a point of tangency and a proposed concrete monument,
2. Southerly on a curve to the right having a radius of 25.00' for an arc length of 12.37',
3. N 73°44'38" W, 83.57', through Lot 1,
4. S 16°15'22" W, 202.00', through Lot 1 to the northerly line of Open Space A,
5. S 16°15'22" W, 165.96', through Open Space A,
6. S 05°14'28" W, 199.96', through Open Space A,
7. S 21°41'12" E, 26.88', through Open Space A to the northerly line of lands now or formerly New York State Electric & Gas (N.Y.S.E.G.),
8. S 21°41'12" E, 158.99', through N.Y.S.E.G. to the northerly line of Open Space D,
9. S 21°41'12" E, 52.40', through Open Space D to a proposed monument on the proposed northerly line of Benton Moore Road,
10. S 31°54'59" W, 9.31', along the proposed northerly line Benton Moore Road,
11. S 38°50'01" W, 20.11', along the proposed northerly line Benton Moore Road,
12. N 21°41'12" W, 76.61', through Open Space D to southerly line of N.Y.S.E.G.,
13. N 21°41'12" W, 158.99', through N.Y.S.E.G. to the southerly line of Open Space A,
14. N 21°41'12" W, 24.10', through Open Space A,
15. N 05°14'28" E, 208.36', through Open Space A to a point marked by a proposed concrete monument on the southerly line of Lot 3,
16. N 16°15'22" E, 165.37', through Lot 3 to the southerly line of Lot 2,
17. N 16°15'22" E, 202.00', through Lot 2,
18. S 73°44'38" W, 87.40', through lot 2 to the southerly line of Halle Court,
19. Easterly on a curve to the right having a radius of 25.00' for an arc length of 12.37' (chord: S 87°55'22" E, 12.25'), to a proposed monument,
20. N 73°44'38" E, 88.03', along Halle Court and Lot 2 back to the point of Beginning.



SCHEDULE B

DESCRIPTION OF EASEMENT AREA "B"

Sewer 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 Clerk's Office, being more particularly bounded and described as follows,

Beginning at a point on the easterly line of Stone Ridge Road at the southwest corner of Lot 17, running thence,

1. N 16°15'22" E, 148.00', to the southwest corner of Lot 16,
2. N 16°15'22" E, 112.57', to a point of tangency marked by a proposed concrete monument,
3. Northeasterly on a curve to the right having a radius of 25.00' for an arc length of 19.35' (chord: N 38°26'07" E, 18.88'),
4. S 18°56'30" W, 68.70', through Lot 16,
5. S 16°15'22" W, 63.42', to the northerly line of Lot 17,
6. S 16°15'22" W, 148.00', through Lot 17 to the northerly line of Lot 18,
7. N 73°44'38" W, 4.00', back to the point of Beginning.

---

**UTILITY EASEMENT AGREEMENT  
SEWER IMPROVEMENTS**

---

Section  
Block  
Lot  
Town of Beckman  
County of Dutchess  
State of New York

Record and return to:

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



Dutchess County Clerk Recording Page

Record & Return To :

NYS ELECTRIC & GAS CORP  
CORPORATE DR - KIRKWOOD IND PARK  
PO BOX 5224  
BINGHAMTON , NY 13902-5224

Date Recorded : 12/18/2014  
Time Recorded : 5:09:00

Document # : 02 2014 7882

Received From : NYS ELECTRIC & GAS CORP

Grantor : O'DONNELL & SONS INC  
Grantee : NYS ELECTRIC & GAS CORP

Recorded In : Deed  
Instrument Type : EASE

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$65.00  
Transfer Tax Amount : \$0.00  
Transfer Tax Number : #2764  
Red Hook Transfer Tax :  
E & A Form: N  
TP-584 : Y

Number of Pages : 4

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cha / \_\_\_\_\_  
Receipt # : R62842  
Batch Record : D83



0220147882

Bradford Kendall  
County Clerk



EASEMENT

7102  
9/26/14

THIS INSTRUMENT WITNESSETH THAT O'DONNELL & SONS, INC.  
Having an address at 218 Vanlyck Lake Road, Fishkill, New York 12524.  
hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of BECKMAN, County of DUTCHESS, State of New York, fronting on the street or highway known as BENTON MOORE ROAD, bounded WESTERLY IN PART by lands of BENTON MOORE ROAD and SOUTHERLY IN PART by lands of NEW YORK STATE ELECTRIC AND GAS CORPORATION, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive, in the Town of Kirkwood, County of Broome, State of New York, and VERIZON NEW YORK INC. formerly known as NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Avenue of The Americas, New York, New York, severally, hereinafter called the Grantees, their lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove underground electric, gas and communication systems, including cables, wires, conduits, pedestals, closures, hand/man holes, gaspipe and pipelines with such other supporting apparatus, structures, markers and the necessary fixtures or appurtenances thereto, which the Grantees shall require now and from time to time for the transmission and/or distribution of electric current, natural and/or manufactured gas and communication services for public or private use, in, upon, over, under, through, and across strips of land -20- feet in width owned by Grantor(s) situate in the aforesaid Town, County, and State, the centerline of said right of way and the easement strip being as described on Exhibit "A", attached hereto and made a part hereof.

including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said right of way and easement strip, and the further right to cut roots or remove any trees, shrubs or other obstructions within or adjacent to the right of way and easement area hereby granted, as shall be reasonably necessary to keep cables, conduits, pipes, wires and other appurtenant apparatus free from interference, together with rights for the passage of men, vehicles and machines as shall be deemed necessary by the Grantees for all the above purposes.

It being the understanding of the parties hereto that the permanent right of way and easement above described and hereby conveyed is intended to prohibit the longitudinal or parallel occupancy of the said easement strip with surface or subsurface structures or excavating, mining or blasting within the limits of said easement and right of way, without the prior written consent of the Grantees, but it is not intended to prohibit crossings of said easement strip, or other uses of said easement and right of way area, so long as said crossings or other uses do not interfere with the operation and maintenance of the Grantee's facilities, or damage or endanger such facilities.

Grantor(s) agrees with the Grantees, on its behalf, its successors and assigns, and as a covenant running with the land, that the existing grade following the installation of the Grantee's facilities will remain undisturbed and unchanged. THE GRANTEEES, their successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by either Grantee in the exercise of its rights under this instrument shall be borne by the Grantees excluding paved, curbed and/or landscaped areas created prior to the Grantee's initial installations.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha VE hereunto set IT'S hand(s) and seal(s) this 20 day of October, 2014.

O'Donnell & Sons, Inc

IN PRESENCE OF:

(SEAN O'Donnell, CEO) By: [Signature] (L.S.)  
Address: PO BOX 526  
Fishkill, NY 12524  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
Address: \_\_\_\_\_ (L.S.)

RW-7A, 02/00

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line STONE RIDGE ESTATES OF BEEKMAN  
Auth. 29A00120 Parcel No. 0014  
Area Cost Center No. 25009  
Construction W.O. No. 1000530084

ODONNELL & SONS, INC

TO  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION

Dated October 28<sup>th</sup> 2014

STATE OF NEW YORK )  
COUNTY OF ) ss:

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
In Book \_\_\_\_\_ of Deeds at  
Page \_\_\_\_\_ and examined.

(Clerk)

Consideration on this document  
is less than \$100.00

STATE OF NEW YORK )  
COUNTY OF DECATUR ) ss:

On the 20<sup>th</sup> day of OCTOBER  
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



\* "For the purposes of this section, the term  
"person" means any corporation, joint stock  
company, estate, general partnership (including  
any registered limited liability partnership or foreign  
limited liability partnership), limited liability  
company (including a professional service limited  
liability company), foreign limited liability company  
(including a foreign professional service limited  
liability company), joint venture, limited  
partnership, natural person, attorney in fact, real  
estate investment trust, business trust or other  
trust custodians, nominee or any other individual  
or entity in its own or any representative capacity."

STATE OF NEW YORK )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, before me, the undersigned, a Notary  
Public in and for said State, personally appeared

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 ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, before me personally came  
the subscribing witness to the foregoing  
instrument, with whom I am personally acquainted,  
who being by me duly sworn, did depose and say  
that \_\_\_\_\_ he reside(s) at \_\_\_\_\_

In the \_\_\_\_\_  
that \_\_\_\_\_ he knew \_\_\_\_\_ described in and who  
executed the foregoing instrument that \_\_\_\_\_ he, said  
subscribing witness, was present and saw \_\_\_\_\_  
execute the same, and that \_\_\_\_\_ said witness, at  
the same time, subscribed h \_\_\_\_\_ name as witness  
thereto.

Notary Public

TAX MAP NUMBER

Section 6658 Block 00 Lot 101

RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 5224  
BINGHAMTON, NEW YORK 13902-5224

Exhibit "A"

The centerline of said easement strip and right of way to be located in, along and/or adjacent to both sides of all roads as shown on a certain map entitled "Stone Ridge Estates of Beekman" filed in the Dutchess County Clerk's office on February 25<sup>th</sup>, 2014 as map number 12468.

Together with the right to construct and maintain underground lateral crossings of said roads and the installation of underground lateral lines and transformers on Grantor's lots as may be deemed necessary by the Grantee's.

It is understood and agreed that in the event of any relocation of the above mentioned roads or highways, necessitating the relocation of the Grantees' facilities, the cost of same shall be borne by the Grantor.

O'Donnell & Sons, Inc to New York State Electric and Gas Corporation and Verizon New York Inc



Dutchess County Clerk Recording Page

Record & Return To :

NYS ELECTRIC & GAS CORP  
CORPORATE DR - KIRKWOOD IND PARK  
PO BOX 5224  
BINGHAMTON , NY 13902-5224

Date Recorded : 12/18/2014  
Time Recorded : 5:12:00

Document # : 02 2014 7883

Received From : NYS ELECTRIC & GAS CORP

Grantor : O'DONNELL & SONS INC  
Grantee : NYS ELECTRIC & GAS CORP

Recorded In : Deed  
Instrument Type : EASE

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$60.00  
Transfer Tax Amount : \$0.00  
Transfer Tax Number : #2765  
Red Hook Transfer Tax :  
E & A Form: N  
TP-584 : Y

Number of Pages : 3

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

County Clerk By : cha / \_\_\_\_\_  
Receipt # : R62844  
Batch Record : D85



0220147883

Bradford Kendall  
County Clerk





EASEMENT  
(Guying)

762

84.91/2

THIS INSTRUMENT WITNESSETH THAT O'DONNELL & SONS, INC.  
Having An Address at 218 Van Dyck Lake Rd, Fishkill, New York 12524,  
hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of BEEKMAN, County of DUTCHESS, State of New York, fronting on the street or highway known as BENTON MOORE ROAD, bounded WESTERLY by lands of BENTON MOORE ROAD and SOUTHERLY by lands of NEW YORK STATE ELECTRIC AND GAS COPORATION, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive, in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, and replace guying facilities only.

The easement and right of way hereby granted and released is -20- feet in width throughout its extent, situate, lying and being as follows:  
A GROUND ANCHOR TO SUPPORT GRANTEE'S POLE NUMBERED 65A OF LINE NUMBER 211; SITUATE OFF THE EASTERLY SIDE OF BENTON MOORE ROAD; SAID GROUND ANCHOR NOT TO EXCEED A DISTANCE OF APPROXIMATELY TWENTY (20) FEET BACK OF SAID POLE ON GRANTOR'S LAND.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this Easement and Right of Way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes.

PROVIDED, however, that any damage to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the right to cultivate the ground between said guying facilities and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha VE hereunto set IT'S hand(s) and seal(s) this 20 day of Oct, 2014

IN PRESENCE OF:

O'Donnell & Sons, Inc

(Sean O'Donnell, CEO) by:

[Signature]

(L.S.)

Address: PO Box 326  
Fishkill NY 12524

(L.S.)

Address: \_\_\_\_\_

(L.S.)

Address: \_\_\_\_\_

(L.S.)

Address: \_\_\_\_\_

RW-3G, 02/00

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line LINE 211 PG&A GROUND ANCHOR  
Auth. 25A00120 Parcel No. 0418  
Area Cost Center No. 25009  
Construction W. O. No. 1000530084

ODONNELL & SONS, INC.

TO  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION

Dated October 24 . 2014

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

Recorded on the \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
in Book \_\_\_\_\_ of Deeds at  
Page \_\_\_\_\_ and examined.

(Clerk)

Consideration on this document  
is less than \$100.00

STATE OF NEW YORK )  
COUNTY OF DUTCHESS ) ss:  
On the 20<sup>th</sup> day of DECEMBER,  
2014, before me, the undersigned, a Notary  
Public in and for said State, personally appeared  
SERU 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.

John O'Donnell  
Notary Public



\* "For the purposes of this section, the term  
"person" means any corporation, joint stock  
company, estate, general partnership (including  
any registered limited liability partnership or foreign  
limited liability partnership), limited liability  
company (including a professional service limited  
liability company), foreign limited liability company  
(including a foreign professional service limited  
liability company), joint venture, limited  
partnership, natural person, attorney in fact, real  
estate investment trust, business trust or other  
trust custodians, nominee or any other individual  
or entity in its own or any representative capacity."

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, before me, the undersigned, a Notary  
Public in and for said State, personally appeared

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 \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, before me personally came

the subscribing witness to the foregoing  
instrument, with whom I am personally acquainted,  
who being by me duly sworn, did depose and say  
that \_\_\_\_\_ he reside(s) at \_\_\_\_\_  
In the \_\_\_\_\_  
that \_\_\_\_\_ he knew \_\_\_\_\_ described in and who  
to be the individual \_\_\_\_\_ executed the foregoing instrument that \_\_\_\_\_ he, said  
subscribing witness, was present and saw \_\_\_\_\_  
execute the same, and that \_\_\_\_\_, said witness, at  
the same time, subscribed h \_\_\_\_\_ name as witness  
therein.

Notary Public

TAX MAP NUMBER

Section 6658 Block 00 Lot 257223

RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 5224  
BINGHAMTON, NEW YORK 13902-5224



Dutchess County Clerk Recording Page

Record & Return To :

NYS ELECTRIC & GAS CORP  
CORPORATE DR - KIRKWOOD IND PARK  
PO BOX 5224  
BINGHAMTON , NY 13902-5224

Date Recorded : 12/18/2014  
Time Recorded : 5:13:00

Document # : 02 2014 7884

Received From : NYS ELECTRIC & GAS CORP

Grantor : O'DONNELL & SONS INC  
Grantee : NYS ELECTRIC & GAS CORP

Recorded In : Deed  
Instrument Type : EASE

Tax District : Beekman

Examined and Charged As Follows :

Recording Charge : \$60.00

Number of Pages : 3

Transfer Tax Amount : \$0.00

Transfer Tax Number : #2766

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

Red Hook Transfer Tax :

E & A Form: N

TP-584 : Y

County Clerk By : cha / \_\_\_\_\_  
Receipt # : R62846  
Batch Record : D87



0220147884

Bradford Kendall  
County Clerk



EASEMENT

1102  
10/13/14

THIS INSTRUMENT WITNESSETH THAT O'DONNELL & SONS, INC.  
Having an address at 218 Vanhook Lake Road, Fishkill, New York, 12524  
hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of BEEKMAN, County of DUTCHESS, State of New York, fronting on the street or highway known as BENTON MOORE ROAD, bounded SOUTHERLY by lands of BENTON MOORE ROAD and NORTHERLY IN PART by lands of OTHER LANDS OF GRANTOR

, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communications facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is -30- feet in width throughout its extent, situate, lying and being as follows:

THE CENTERLINE OF SAID EASEMENT AND RIGHT OF WAY TO BEGIN AT GRANTEE'S POLE NUMBERED 65A OF LINE NUMBER 211 SITUATE OFF THE SOUTHERLY SIDE OF BENTON MOORE ROAD; THENCE EXTENDING IN A NORTHWESTERLY DIRECTION UPON AND OVER SAID ROAD AND GRANTOR'S LAND A DISTANCE OF APPROXIMATELY FIFTY (50) FEET TO A POINT; SAID POINT BEING APPROXIMATELY TWO (2) FEET NORTHERLY OF GRANTORS SOUTHERLY PROPERTY LINE AND APPROXIMATELY FORTY THREE (43) FEET NORTHEASTERLY OF GRANTORS DEVELOPMENT ROAD (STONE HOLLOW ROAD), TOGETHER WITH THE RIGHT FOR GUYING FACILITIES AND SERVICE EXTENSIONS TO BE LOCATED OUTSIDE OF THE STATED EASEMENT WIDTH.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with rights for free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantee, may interfere with the construction, operation and maintenance of its line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the rights to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of -10- feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha VE hereunto set IT'S 20 day of October, 2014 hand(s) and seal(s) this

IN PRESENCE OF: O'Donnell & Sons, Inc  
By: [Signature] (L.S.) ✓  
Address: P.O. Box 526  
Fishkill NY 12524 (L.S.)  
Address: \_\_\_\_\_ (L.S.)  
Address: \_\_\_\_\_ (L.S.)

[Signature]  
Chief Executive Officer

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line LINE 211 P65A.1  
Auth. 25A00120 Parcel No. 021  
Area Cost Center No. 25003  
Construction W.O. No. 1000530084

O'DONNELL & SONS, INC

TO  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION

Dated 26th day of October, 2014

STATE OF NEW YORK )  
COUNTY OF ) ss:

Recorded on the day of  
at o'clock M.  
In Book of Deeds at  
Page and examined.

(Clerk)

Consideration on this document  
is less than \$100.00

STATE OF NEW YORK )  
COUNTY OF DUTCHESS ) ss:  
On the 20th day of October, 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



\* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

STATE OF NEW YORK )  
COUNTY OF ) ss:  
On the day of  
before me, the undersigned, a Notary Public in and for said State, personally appeared

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

\* "For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity."

Notary Public

TAX MAP NUMBER  
Section 6658 Block 00 Lot 247249

RETURN TO  
PROPERTY MANAGEMENT  
RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 5224  
BINGHAMTON, NEW YORK 13902-5224



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 9/29/2015  
Time Recorded: 2:10 PM

STENGER, ROBERTS, DAVIS & DIAMOND LLP  
1136 ROUTE 9  
  
WAPPINGERS FALLS, NY 12590

Document #: 02 2015 6188

Received From: O'DONNELL & SONS INC

Grantor: O'DONNELL & SONS INC  
Grantee: O'DONNELL & SONS INC

Recorded In: Deed  
Instrument Type: DECLAR

Tax District: Beekman

Examined and Charged As Follows :

Recording Charge: \$210.00  
Transfer Tax Amount:  
Includes Mansion Tax:  
Transfer Tax Number:

Number of Pages: 34

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

Red Hook Transfer Tax:

RP5217: N  
TP-584: N

County Clerk By: cha  
Receipt #: 106422  
Batch Record: 2020

Bradford Kendall  
County Clerk



0220156188



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210

**DECLARATION  
of  
Covenants, Conditions and Restrictions:  
Stone Ridge Estates Homeowners' Association**

DECLARANT: O'DONNELL & SONS, INC.  
P.O. Box 526  
218 Van Wyck Lake Road  
Fishkill, NY 12524

DATED: 9/29/15

RECORDED: 9/29/15

~~McCABE & MACK LLP  
Attorney for the Declarant  
63 Washington Street  
P.O. Box 589  
Poughkeepsie, NY 12602~~

PC ~ R  
Stenger Robert Davis and Diamond  
1136 RM 9  
wygg ny 12590  
1

DECLARATION OF COVENANTS  
CONDITIONS, AND  
RESTRICTIONS

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AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 29 day of September 2015 by O'Donnell & Sons, Inc., a New York limited liability company, which has offices at 218 Van Wyck Lake Road, Fishkill, New York 12524 being hereinafter referred to as "the Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Town of Beekman, County of Dutchess and State of New York, more particularly described in Article II of this Declaration being known as the Stone Ridge Subdivision as shown on a Subdivision map ("Subdivision Map") recorded in the Dutchess County Clerk's Office known as Map No. 12468; and

WHEREAS, the Declarant desires to develop said property as a residential community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities on the Property and for the maintenance of said open spaces and other common facilities, and, to this end, desires to subject the real property described above to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Declarant desires that certain portions of said real property be subdivided into lots upon which are or will be constructed residential dwelling units, which lots and units will be individually owned and the Declarant desires that such open spaces and other common facilities shall remain available for the benefit of all members of the community, and through certain easements heretofore granted to the Town of Beekman, so the parties benefitted thereby; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated the duties, and assigned the powers of maintaining and administering the community property and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated the Stone Ridge Estates HOA, Inc. under the Not-for-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Declarant and for itself, its successors and assigns, declares the real property described in Section 2.01 hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

**ARTICLE I**  
**DEFINITIONS**

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

- A. "ASSOCIATION" shall mean and refer to the STONE RIDGE ESTATES HOA, INC.
- B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.
- C. "DECLARANT" shall mean and refer to O'DONNELL & SONS, INC., its successors or assigns if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.
- D. "DECLARATION" shall mean and refer to this document as it may from time to time be supplemented, extended or amended in the manner provided for herein.
- E. "LOT" shall mean and refer to any portion of the property (with the exception of Association Property as heretofore defined) under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Town of Beekman or (ii) shown as a separate lot upon any recorded or filed subdivision map.
- F. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.
- G. "OWNER" shall mean and refer to the holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot, whether or not such holder actually resides on such Lot, but shall exclude the Declarant.

H. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Beekman, County of Dutchess and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as "Property".

**ARTICLE III**  
**THE ASSOCIATION STRUCTURE,**  
**MEMBERSHIP, VOTING RIGHTS AND DIRECTORS**

Section 3.01. Formation of the Association. Pursuant to the Not-for-Profit Corporation Law of New York, the Declarant has formed the Association, to own, operate, and maintain the Association Property, enforce the covenants, conditions and restrictions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, and as they may be amended from time to time. Subject to the additional limitations provided in this Declaration, the Certificate of Incorporation and the By-Laws, the Association shall have all the powers and be subject to the limitations of a Not-for-Profit Corporation as contained in the Not-for-Profit Corporation Law of New York as it may be amended from time to time.

Section 3.02. Membership. The Association shall have as Members only Owners and the Declarant. All Owners, upon becoming such, shall be deemed automatically to have become Members and there shall be no other qualification for Membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Declarant" as found in Article I of this Declaration.

Section 3.03. Voting. There shall be two (2) classes of Membership. All Owners, with the exception of the Declarant, shall be Class A Members. The Declarant shall be a Class B Member. Until all Lots owned by Declarant, including Lots which may be incorporated by amendment hereto, are transferred, or until 10 years following the recording of the Declaration, whichever shall first occur, the Class B Membership shall be the only Class of Membership entitled to vote. Thereafter, if the Declarant still owns one or more lots, the Declarant's Class B Membership shall be converted into a Class A Membership, and all Members shall vote equally, i.e., one (1) Member one (1) vote, regardless of the number of Lots owned.

DUTCHESS COUNTY  
CLERK'S OFFICE  
REC'D

UCC  
141 163F

2014 MAR 27 AM 11:06

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

845-452-2350

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

ST-47912

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

O'DONNELL & SONS, INC.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

218 VAN WYCK LAKE ROAD

FISHKILL

NY

12524

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

New York

1g. ORGANIZATIONAL ID #, if any

30-0061119

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR (if)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

RHINEBECK BANK

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2 Jefferson Plaza

Poughkeepsie


NY

12601

USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures and articles of personal property now or hereafter used or to be used in the operation of the subject premises or any part thereof, and all replacements thereof, including all partitions, elevators, engines, boilers, gas and electric fixtures, stoves and ranges, and furniture whether herein encumbered or not and constituting a part of the plant thereof and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter standing on said premises. See Schedule "A" filed herewith.



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5. ALTERNATIVE DESIGNATION (if applicable)

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOR

SELLER/BUYER

AG. LIEN

NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for records) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT (if on Debtor(s)) (optional)

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA

\$520k acquisition mortgage

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SCHEDULE "A"

Debtor: O'DONNELL & SONS, INC.  
Secured Party: Rhinebeck Bank

DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

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2014 MAR 27 AM 11:09

Date: March 25, 2014

Real Property: Benton Moore Road, Town of Beekman, Dutchess County, New York  
grid nos. 6658-00-224252 and 6658-00-266185

This Financing Statement covers the following collateral:

- A. All Debtor's right, title and interest in and to the Real Property and all right, title and interest of the Debtor in and to the improvements on the Real Property or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the improvements on the Real Property or any building, structure or other improvement now or hereafter standing, constructed or placed upon or within the Real Property, and all and singular the tenements, hereditaments, easements, rights-of-way or use, rights, privileges and appurtenances to the Real Property, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Real Property, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Real Property.
- B. All right, title and interest of the Debtor in and to all awards hereafter to be made for the taking by eminent domain of the whole or any part of the Real Property, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Secured Party, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and the Secured Party shall have the right and option to apply such excess towards the payment of any sum owing on account of Debtor to the Secured Party, notwithstanding the fact that such sum may not then be due and payable.
- C. All fixtures and articles of personal property and all appurtenances and additions thereto and replacements thereof, owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the Real Property or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, light, plumbing, ventilating, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property.
- D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Real Property and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to the Real Property, or any part thereof, and all other property, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Mortgagor now has or may hereafter acquire in and to the Real Property and every part thereof.
- E. All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

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UCC FINANCING STATEMENT ADDENDUM

2014 MAR 27 AM 11:09

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME  
OR  
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only gds name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S 12a. ORGANIZATION'S NAME 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ future filing.

14. Description of real estate:

Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-00-224252, and

Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-266185

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description

17. Check gds if applicable and check gds one box.

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100. Check gds if applicable and check gds one box.



DUTCHESS COUNTY  
CLERK'S OFFICE  
RFD 150

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2014 MAR 27 AM 11:06

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
845-452-2350

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

ST-47912

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only ggg debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
O'DONNELL & SONS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

218 VAN WYCK LAKE ROAD FISHKILL NY 12524 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

Not Applicable Corporation New York 30-0061119 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ggg debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

Not Applicable NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only ggg secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
RHINEBECK BANK

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2 Jefferson Plaza Poughkeepsie NY 12601 USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures and articles of personal property now or hereafter used or to be used in the operation of the subject premises or any part thereof, and all replacements thereof, including all partitions, elevators, engines, boilers, gas and electric fixtures, stoves and ranges, and furniture whether herein encumbered or not and constituting a part of the plant thereof and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter standing on said premises. See Schedule "A" and see Security Agreement filed herewith.



112014164F

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER A.G. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or record) in the REAL ESTATE RECORDS. Attach Addendum if applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

\$585k construction mortgage

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SCHEDULE "A"

Debtor: O'DONNELL & SONS, INC.

Secured Party: Rhinebeck Bank

Date: March 25, 2014

Real Property: Benton Moore Road, Town of Beekman, Dutchess County, New York  
grid nos. 6658-00-224252 6658-00-266185

DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

2014 MAR 27 AM 11:10

UCC  
141 164 F

This Financing Statement covers the following collateral:

- A. All Debtor's right, title and interest in and to the Real Property and all right, title and interest of the Debtor in and to the improvements on the Real Property or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the improvements on the Real Property or any building, structure or other improvement now or hereafter standing, constructed or placed upon or within the Real Property, and all and singular the tenements, hereditaments, easements, rights-of-way or use, rights, privileges and appurtenances to the Real Property, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Real Property, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Real Property.
- B. All right, title and interest of the Debtor in and to all awards hereafter to be made for the taking by eminent domain of the whole or any part of the Real Property, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Secured Party, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and the Secured Party shall have the right and option to apply such excess towards the payment of any sum owing on account of Debtor to the Secured Party, notwithstanding the fact that such sum may not then be due and payable.
- C. All fixtures and articles of personal property and all appurtenances and additions thereto and replacements thereof, owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the Real Property or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, light, plumbing, ventilating, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property.
- D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Real Property and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to the Real Property, or any part thereof, and all other property, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Mortgagor now has or may hereafter acquire in and to the Real Property and every part thereof.
- E. All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

2014 MAR 27 AM 11:10

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DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

JCC  
141 164F

UCC FINANCING STATEMENT ADDENDUM

2014 MAR 27 AM 11:10

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
1a. ORGANIZATION'S NAME		
O'DONNELL & SONS, INC.		
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. SEE INSTRUCTIONS	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any
Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR			

12. ADDITIONAL SECURED PARTY'S - or ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers <input type="checkbox"/> similar to be cut or <input type="checkbox"/> re-extracted collateral or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description	
14. Description of real estate:			
Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-00-224252, and			
Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-266185			
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):			
17. Check <u>only</u> if applicable and check <u>only</u> one box.			
Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust, or <input type="checkbox"/> Decedent's Estate			
18. Check <u>only</u> if applicable and check <u>only</u> one box.			
<input type="checkbox"/> Debtor is a TRANSMITTING UTILITY			
<input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction — effective 30 years			
<input type="checkbox"/> Filed in connection with a Public-Finance Transaction — effective 30 years			

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)



OUTCHES COUNTY  
CLERK'S OFFICE  
RECEIVED

UCC  
141 165F

2014 MAR 27 AM 11:06

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
845-452-2350

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

ST-47912

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

1a. ORGANIZATION'S NAME  
O'DONNELL & SONS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

218 VAN WYCK LAKE ROAD FISHKILL NY 12524 USA

1d. SEE INSTRUCTIONS 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

Not Applicable Corporation New York 30-0061119 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

Not Applicable Corporation New York 30-0061119 ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2 Jefferson Plaza Poughkeepsie NY 12601 USA

All fixtures and articles of personal property now or hereafter used or to be used in the operation of the subject premises or any part thereof, and all replacements thereof, including all partitions, elevators, engines, boilers, gas and electric fixtures, stoves and ranges, and furniture whether herein encumbered or not and constituting a part of the plant thereof and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter standing on said premises. See Schedule "A" attached hereto



112014165F

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. ☐ Although a financing statement, it is not a security agreement. 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (Additional Fee) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Third mortgage /LC Town of East Fishkill

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SCHEDULE "A"

Debtor: O'DONNELL & SONS, INC.  
Secured Party: Rhinebeck Bank

DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

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2014 MAR 27 AM 11:10

Date: March 25, 2014

Real Property: Benton Moore Road, Town of Beekman, Dutchess County, New York  
grid nos. 6658-00-224252 6658-00-266185

This Financing Statement covers the following collateral:

- A. All Debtor's right, title and interest in and to the Real Property and all right, title and interest of the Debtor in and to the improvements on the Real Property or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the improvements on the Real Property, and all and singular the tenements, hereditaments, easements, rights-of-way or use, rights, privileges and appurtenances to the Real Property, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Real Property, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Real Property.
- B. All right, title and interest of the Debtor in and to all awards hereafter to be made for the taking by eminent domain of the whole or any part of the Real Property, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Secured Party, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and the Secured Party shall have the right and option to apply such excess towards the payment of any sum owing on account of Debtor to the Secured Party, notwithstanding the fact that such sum may not then be due and payable.
- C. All fixtures and articles of personal property and all appurtenances and additions thereto and replacements thereof, owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the Real Property or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, light, plumbing, ventilating, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property.
- D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Real Property and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to the Real Property, or any part thereof, and all other property, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Mortgagor now has or may hereafter acquire in and to the Real Property and every part thereof.
- E. All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

2014 MAR 27 AM 11:10

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DUTCHESS COUNTY

DUTCHESS COUNTY  
CLERK'S OFFICE  
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2014 MAR 27 AM 11:10

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME

OR  
O'DONNELL & SONS, INC.

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ggs name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

Not Applicable

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S

at

ASSIGNOR S/P'S NAME - insert only ggs name (12a or 12b)

☐ NONE

12a. ORGANIZATION'S NAME

OR  
12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ debtor to be cut or ☐ re-extracted  
collateral, or is filed as a ☐ future filing

14. Description of real estate:

Benton Moore Road in the Town of Beckman, County  
of Dutchess and State of New York, bearing tax grid  
number 02-6658-00-224252, and

Benton Moore Road in the Town of Beckman, County  
of Dutchess and State of New York, bearing tax grid  
number 02-6658-266185

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate  
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY.

☐ Filed in connection with a Home Secured Home Transaction - effective 30 years

☐ Filed in connection with a Public Finance Transaction - effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1AD) (REV. 05/22/02)

DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

141 166F

2014 MAR 27 AM 11:06

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
845-452-2350

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEVINE & LEVINE, P.C.  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601

ST. 47912

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS			
218 VAN WYCK LAKE ROAD			
CITY FISHKILL			
STATE NY POSTAL CODE 12524 COUNTRY USA			
1d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION New York
			1g. ORGANIZATIONAL ID #, if any 30-0061119
<input type="checkbox"/> NONE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS			
CITY			
STATE POSTAL CODE COUNTRY			
2d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS			
CITY Poughkeepsie			
STATE NY POSTAL CODE 12601 COUNTRY USA			

4. This FINANCING STATEMENT covers the following collateral:

All fixtures and articles of personal property now or hereafter used or to be used in the operation of the subject premises or any part thereof, and all replacements thereof, including all partitions, elevators, engines, boilers, gas and electric fixtures, stoves and ranges, and furniture whether herein encumbered or not and constituting a part of the plant thereof and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter standing on said premises. See Schedule "A" filed herewith.



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5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or records) in the REAL ESTATE RECORDS. (If applicable, check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional))						
7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional)						
8. OPTIONAL FILER REFERENCE DATA						
S50k LC mortgage						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SCHEDULE "A"

Debtor: O'DONNELL & SONS, INC.

Secured Party: Rhinebeck Bank

DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

CCC  
14/ 166F

Date: March 25, 2014

2014 MAR 27 AM 11: 10

Real Property: Benton Moore Road, Town of Beekman, Dutchess County, New York  
grid nos. 6658-00-224252 and 6658-00-266185

This Financing Statement covers the following collateral:

- A. All Debtor's right, title and interest in and to the Real Property and all right, title and interest of the Debtor in and to the improvements on the Real Property or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the improvements on the Real Property, and all and singular the tenements, hereditaments, easements, rights-of-way or use, rights, privileges and appurtenances to the Real Property, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Real Property, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Real Property.
- B. All right, title and interest of the Debtor in and to all awards hereafter to be made for the taking by eminent domain of the whole or any part of the Real Property, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Secured Party, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and the Secured Party shall have the right and option to apply such excess towards the payment of any sum owing on account of Debtor to the Secured Party, notwithstanding the fact that such sum may not then be due and payable.
- C. All fixtures and articles of personal property and all appurtenances and additions thereto and replacements thereof, owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the Real Property or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, light, plumbing, ventilating, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property.
- D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Real Property and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to the Real Property, or any part thereof, and all other property, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Mortgagor now has or may hereafter acquire in and to the Real Property and every part thereof.
- E. All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

2014 MAR 27 AM 11: 10

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CLERK'S OFFICE  
DUTCHESS COUNTY

DUTCHESS COUNTY  
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2014 MAR 27 AM 11:10

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
1a. ORGANIZATION'S NAME		
O'DONNELL & SONS, INC.		
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c. MAILING ADDRESS			CITY	STATE
			POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	
Not Applicable			11g. ORGANIZATIONAL ID #, if any	
12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c. MAILING ADDRESS			CITY	STATE
			POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ entire to be cut out or ☐ as-extracted collateral, or is filed as a ☒ future filing.

14. Description of real estate:

Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-00-224252, and

Benton Moore Road in the Town of Beekman, County of Dutchess and State of New York, bearing tax grid number 02-6658-266185

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-House Transaction - effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1A6) (REV. 05/22/02)



DUTCHESS COUNTY  
CLERK'S OFFICE  
RECEIVED

20 18 UCC 6 F  
JP

2018 JAN -5 AM 10: 21

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

845-452-2350

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LEVINE & LEVINE, PLLC  
2 JEFFERSON PLAZA, SUITE 100  
POUGHKEEPSIE, NEW YORK 12601



1120186F

L NT-58110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

O'DONNELL & SONS, INC.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

218 VAN WYCK LAKE ROAD

CITY

FISHKILL

STATE

POSTAL CODE

NY

12524

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDITIONAL INFO RE:

ORGANIZATION

DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

New York

1g. ORGANIZATIONAL ID #, if any

30-0061119

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

NY

12601

COUNTRY

USA

2d. SEE INSTRUCTIONS

ADDITIONAL INFO RE:

ORGANIZATION

DEBTOR

2e. TYPE OF ORGANIZATION

Corporation

2f. JURISDICTION OF ORGANIZATION

New York

2g. ORGANIZATIONAL ID #, if any

30-0061119

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR (S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

Poughkeepsie

STATE

POSTAL CODE

NY

12601

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures and articles of personal property now or hereafter used or to be used in the operation of the subject premises or any part thereof, and all replacements thereof, including all partitions, elevators, engines, boilers, gas and electric fixtures, stoves and ranges, and furniture whether herein encumbered or not and constituting a part of the plant thereof and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of any building now or hereafter standing on said premises. See Schedule "A" and see Security Agreement filed herewith.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILO	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS of the State of New York.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)					
8. OPTIONAL FILER REFERENCE DATA						

41712192

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



SCHEDULE B DUTCHESS COUNTY  
CLERK'S OFFICE 20 18/ 6 F  
RECEIVED  
2018 JAN -5 AM 10: 22

Debtor: O'DONNELL & SONS, INC.

Secured Party: Rhinebeck Bank

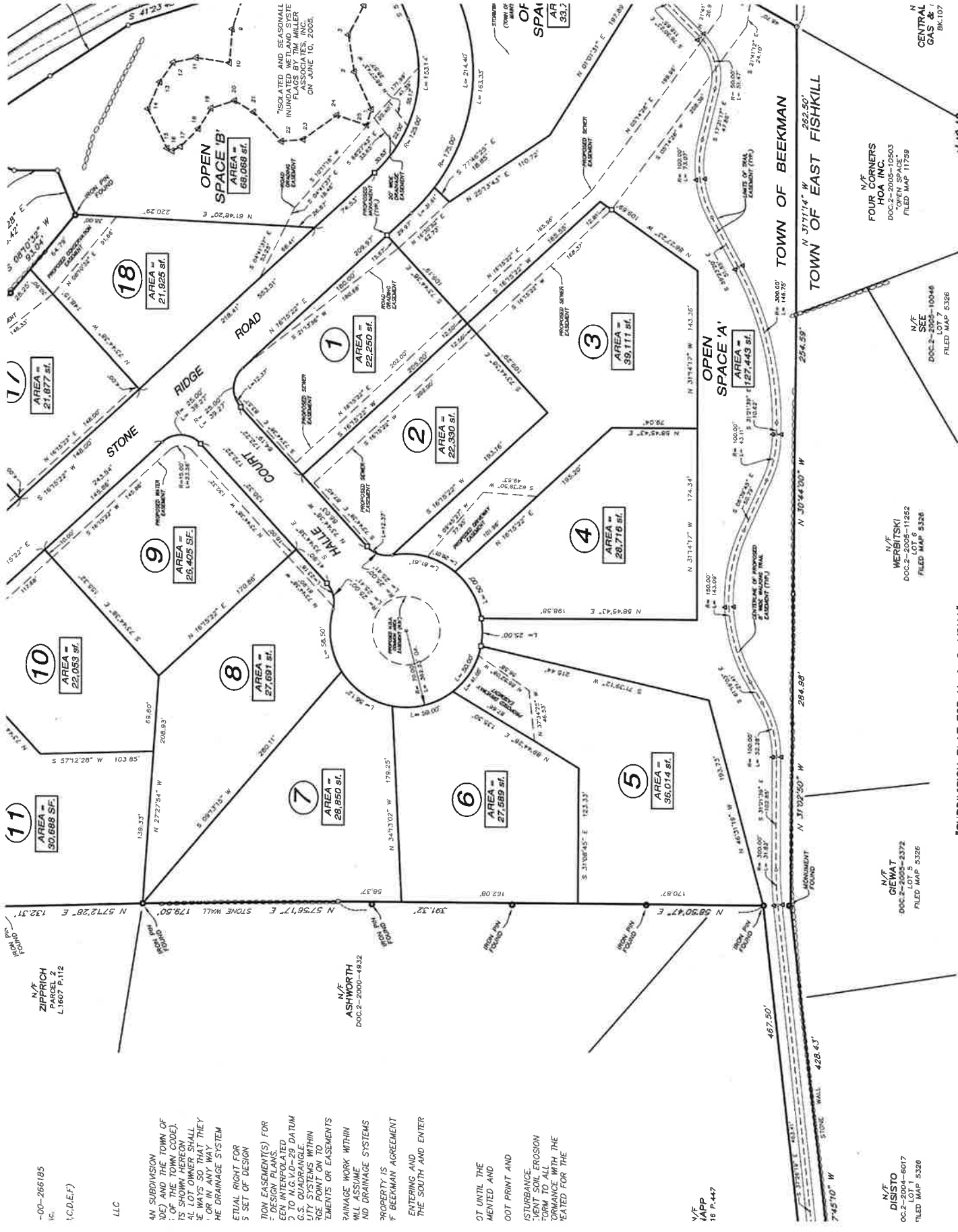
Date: December 19, 2017

Real Property: see description below\*\*

This Financing Statement covers the following collateral:

- A. All Debtor's right, title and interest in and to the Real Property and all right, title and interest of the Debtor in and to the improvements on the Real Property or to be constructed thereon and all fixtures and building materials of every kind and nature now or hereafter situated in, on or about, or affixed or attached to the improvements on the Real Property or any building, structure or other improvement now or hereafter standing, constructed or placed upon or within the Real Property, and all and singular the tenements, hereditaments, easements, rights-of-way or use, rights, privileges and appurtenances to the Real Property, now or hereafter belonging or in anywise appertaining thereto, including, without limitation, any such right, title, interest, claim and demand in, to and under any agreement granting, conveying or creating, for the benefit of the Real Property, any easement, right or license in any way affecting other property and in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Real Property, or any parcel thereof, and all claims or demands either in law or in equity, in possession or expectancy, of, in and to the Real Property.
- B. All right, title and interest of the Debtor in and to all awards hereafter to be made for the taking by eminent domain of the whole or any part of the Real Property, or any estate or easement therein, including any awards for change of grade of streets, all of which awards are hereby assigned to the Secured Party, which is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and the Secured Party shall have the right and option to apply such excess towards the payment of any sum owing on account of Debtor to the Secured Party, notwithstanding the fact that such sum may not then be due and payable.
- C. All fixtures and articles of personal property and all appurtenances and additions thereto and replacements thereof, owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the Real Property or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, light, plumbing, ventilating, refrigerating, incinerating, and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Real Property.
- D. All present and future leases, subleases and licenses and any guarantees thereof, rents, issues and profits and additional rents now or at any time hereafter covering or affecting all or any portion of the Real Property and all proceeds of, and all privileges and appurtenances belonging or in any way appertaining to the Real Property, or any part thereof, and all other property, including, without limitation, all of the income, revenues, earnings, rents, maintenance payments, tolls, issues, awards (including, without limitation, condemnation awards and insurance proceeds), products and profits thereof; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Mortgagor now has or may hereafter acquire in and to the Real Property and every part thereof.
- E. All unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Real Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Real Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement therein, including awards for any change of grade of streets.

\*\*Lots Nos. 3, 4, 8, 9, 10, 12 and 14, with all roadways and Open Spaces A, B, C, D, E and F, together with two circular islands within the cul de sacs of Stone Ridge and Halle Court roadway, as described on a certain map entitled "Stone Ridge Estates" filed February 25, 2014, in the Dutchess County Clerk's Office as Filed Map No. 12468, all located in the Town of Beekman, County of Dutchess and State of New York.



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OC.2-2004-6017  
FILED MAP 5326

N/F  
GEWAT  
DOC.2-2005-2372  
FILED MAP 5326

N/F  
WERBISKI  
DOC.2-2005-11252  
FILED MAP 5326

N/F  
FOUR CORNERS  
HOA INC.  
DOC.2-2005-10048  
FILED MAP 11759

N  
CENTRAL  
GAS &  
BK.107

11/19/13  
COURTESY COUNTY DEPT. OF HEALTH  
THAT THESE PLANS ARE APPROVED  
See first sheet for date and signature.

"SUBDIVISION PLAT FOR N. & G. VONA"  
FILED MAP #5326

PLANNING BOARD CHAIRMAN - 12/30/2013

2014 FEB 25 PM 2:37