

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2015046

RE: GRANTING AN EASEMENT TO THE TOWN OF BEEKMAN
ON PROPERTY LOCATED AT PLEASANT RIDGE ROAD,
(DOVER RIDGE ESTATES), TOWN OF BEEKMAN

Legislators HUTCHINGS, BOLNER, MICCIO, SURMAN, SAGLIANO, MAC
AVERY, and FARLEY offers the following and moves its adoption:

WHEREAS, the Commissioner of Public Works has advised that the Town of
Beekman desires an easement to a right-of-way located at Pleasant Ridge Road, (Dover Ridge
Estates) in the Town of Beekman, for the purposed of constructing, maintaining and operating
drainage piping and structures, and

WHEREAS, this easement pertains to an Easement dated April 12, 1987, which
was filed in the Dutchess County Clerks' Office in Book 1331 of Deeds, page 268, and

WHEREAS, the Town of Beekman has submitted an Easement Over Another
Easement document for the County Executive to execute, a copy of which is annexed hereto,
now therefore, be it

RESOLVED, that the County Executive be and he is hereby authorized, to
execute the Easement Over Another Easement for Pleasant Ridge Road (Dover Ridge Estates), in
the Town of Beekman in substantially the same form as annexed hereto.

CA-033-15

CAB/kvh/R-0928

2/9/15

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of March 2015, and that the
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of March 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS
(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$0

Net County Cost (this year): \$0
Over Five Years:

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to the accompanying resolution request form seeking authorization to grant the Town of Beekman the right to encroach upon County right-of-way for the purposes of constructing, maintaining and operating drainage piping and structures, under the conditions described in the accompanying easement.

Prepared by: Matthew W. Davis

EX. 2929

EASEMENT OVER ANOTHER EASEMENT

THIS AGREEMENT made this _____ day of _____, 2014 between the Town of Beekman, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, hereinafter called the "Town," having its principal place of business at 4 Main St. Poughquag, N.Y. 12570, and The County of Dutchess, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, hereinafter called the "County," having its principal office at _____, New York.

WITNESSETH:

WHEREAS, the County has a right-of-way for drainage over certain lands in the Town of Beekman by virtue of an easement dated April 12, 1972, from Dover Ridge Estates, Inc., recorded in Book 1331 of Deeds, page 268, attached hereto as Exhibit "A" and

WHEREAS, the Town is desirous of constructing drainage piping and structures across said easement,

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), payment of which is hereby waived, the parties do hereby covenant and agree as follows:

1. The County hereby grants the Town the right to encroach upon said right-of-way to the extent necessary to construct, maintain and operate, at its sole cost and expense, the drainage piping and structures, under the conditions described below.

2. Any change of location or change of grade from the approved improvements must first be approved by the County.

3. The Town will be continuously responsible for warning and advising its agents, servants, employees or others of the presence and hazard of County facilities which are or may hereinafter be installed within the County right-of-way.

4. The Town agrees to mark in a conspicuous manner its underground facilities within the above-mentioned easement.

5. The Town further agrees to provide Comprehensive General Liability Insurance (or equivalent) protecting the County from acts of its (the Town's) own negligence on the above-described easement. The Policy shall be Combined Single Limit Bodily Injury and Property Damage in the amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and a certificate of insurance shall be mailed to the County each year. The County of Dutchess shall be listed as an additional insured and certificate holder. The Town shall provide the additional insured endorsement page (s), the waiver of subrogation page and the notice of cancellation page from the general liability policy.

6. Each party shall fully and promptly indemnify and hold the other, its officers, agents and employees, harmless from and against any and all damages, claims, costs and expenses (including, without limitation, reasonable legal fees) which may arise out of use of the subject easement by third parties, except as any of said damages, claims, costs and/or expenses shall be the result of the other party's own negligence.

7. The Supervisor of the Town has executed this Agreement pursuant to a resolution adopted by the Board of the Town of Beekman at a meeting thereof held on September 3, 2014, and that Barbara Zulauf, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town.

8. This instrument shall be executed in quadruplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the office of the Town Clerk as well as the Dutchess County Clerk.

9. The County shall maintain the continued legal right to discharge storm water at the current point source location into the downslope easements held by the Town.

10. The Town and County's storm water structures shall not be connected to each other but shall remain separate, so that the limits of each municipality's respective responsibility for maintenance thereof shall remain clearly identified and defined.

11. The Town's storm water management system components shall be extended no closer than ten (10) feet immediately downslope from the existing point source of discharge, and shall be and remain outside of the Pleasant Ridge Rd. (C.R. 32) right of way.

12. Beginning at the location set forth in paragraph "11" above, the Town may install a flared end section, headwall, earth-stone berm and/or other similar installation as it deems necessary to capture the point source discharge.

13. The Town's storm water conveyance system shall be sized to accommodate the ten (10) year design storm.

14. This Agreement constitutes the complete understanding of the parties. No modification of any provision hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town of Beckman has caused its corporate seal to be affixed hereto, and these presents to be signed by Barbara Zulauf, Supervisor, duly authorized so to do, and to be attested to by Rachel Rancourt, Town Clerk, and the said County of Dutchess has caused its corporate seal to be affixed hereto and these presents to be signed by _____, of the County of Dutchess, duly authorized to do so the day and year first above written.

Town of Beckman

(Seal)

By: Barbara Zulauf
Barbara Zulauf, Supervisor

Attest:

Rachel Rancourt
Rachel Rancourt, Town Clerk

RACHAEL L. RANCOURT
Notary Public - State of New York
NO. 01RA6250047
Qualified in Dutchess County
My Commission Expires 10/21/2015

This Indenture

Made this 12th day of April, 1931, in the County of Dutchess, State of New York, between

DOVER RIDGE ESTATES, INC., a domestic corporation, with its principal place of business at Stonorock, New York,

of the first part, and
COUNTY OF DUTCHESS, a municipal corporation, having its principal office at the County Office Building, No. 22 Market Street, in the City of Poughkeepsie, County of Dutchess and State of New York,

of the second part
witnesseth, that the party of the first part, in consideration of ONE and 00/100 (\$1.00) Dollars,

lawful money of the United States, actual consideration paid by the party of the second part, does hereby remit, release and quitclaim unto the party of the second part, and assigns forever, its successors

All those pieces or parcels of land situate at the Pleasant Ridge (C.R. 32) Road, Town of Hackensack, County of Dutchess, for a permanent easement for a right of way to construct, maintain, operate, repair or remove a storm drain under and across the lands described as follows:

PARCEL 1

BEGINNING at a point on the easterly boundary of the Pleasant Ridge (C.R. 32) Road, said point being distant 253.52 feet southerly along the easterly boundary of said road from the northwesterly corner of lands of Dover Ridge Estates, Inc. and the southwesterly corner of lands now or formerly Stone, running thence through lands of Dover Ridge Estates, Inc., S 83° 17' 40" E 507.01 feet to a point on the northwesterly boundary of Stone Drive; thence along said boundary and on a curve, with a radius of 110.00 feet in a general southwest-ly direction 8.94 feet to a point on said boundary; thence S 60° 20' W 25.29 feet to a point on said boundary; thence through lands of Dover Ridge Estates, Inc.; N 83° 17' 40" W 400.94 feet to the easterly boundary of Pleasant Ridge (C.R. 32) Road; thence along said boundary N 5° 42' 20" E 29 feet to the place of beginning, containing 0.226 acres more or less.

PARCEL 2

BEGINNING at a point on the division line between lands of Dover Ridge Estates, Inc., and lands now or formerly Christian said point being distant easterly 133.00 feet along said division line from a point on the easterly boundary of the Pleasant Ridge (C.R. 32) Road; running thence through lands of Dover Ridge Estates, Inc.; N 49° 04' 42" W 126.41 feet to a point on the southerly boundary of Stone Drive; thence along the southerly boundary of Stone Drive and

Exhibit A

on curve, with a radius of 310.00 feet, in an easterly direction a distance of 35.79 feet to a point; thence through lands of Dover Ridge Estates, Inc., the following courses and distances; S 49° 04' 42" W 91.45'; thence S 78° 48' 41" W 241.52 feet; thence S 20° 05' W 20.90 feet to a point on the division line between lands of Dover Ridge Estates, Inc., and land now of formerly Christian; thence along said division line N 78° 48' 41" W 240.75 feet to the place of beginning, containing 0.160 acres more or less.

2926

RF

Date: *11/11/1931*
 Vol. *133* P. *268*
Deeds
 11/11/1931
 268
 BY *RF*

REAL ESTATE STATE OF *
 TRANSFER TAX NEW YORK *
 Dept. of REVENUE *
 1931 *
 \$ 00.00 *

REC'D
 11/11/1931

OFFICE OF COUNTY CLERK
 ALBANY, N. Y.

269

1931
 268

270

Together with the appurtenances and all the estate and rights of the part Y of the first part in and to the said premises.

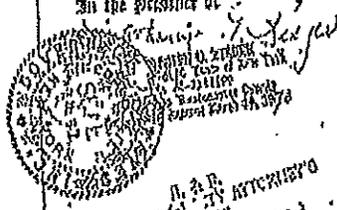
To have unit to hold the premises hereby granted unto the party of the second part, his successors and assigns forever.

AND the grantor, in compliance with Section 13 of the Eject Law, covenants as follows that it 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 that it will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In witness whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In the presence of:

DOVER RIDGE ESTATES, INC.



OUTCHER, J. B. R.
Notary Public
22 Market Street
Dover, Delaware, N. Y.

by [Signature]
DOVER RIDGE ESTATES, INC.