

RESOLUTION NO. 2017013

RE: AUTHORIZE ACCEPTANCE OF LINE-OF-SIGHT
AND GRADING EASEMENT FROM MIDDLE ROSEBROOK, LLC.,
ON POPPA JOE WAY, TOWN OF STANFORD

Legislators PULVER, BORCHERT, BOLNER and TRUITT offer the following and move its adoption:

WHEREAS, the Department of Public Works has advised that a Line of Sight and Grading Easement is necessary in order to maintain sight lines at property owned by Middle Rosebrook, LLC., on Poppa Joe Way in the Town of Stanford and is a condition of Highway Work Permit Application Number 385, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant impact on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the easement area is 140.59 +/- square feet of land, and

WHEREAS, the Commissioner of Public Works has advised that Middle Rosebrook, LLC., has agreed to the conditions of the Line of Sight and Grading Easement, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acceptance of the permanent easement described in the Agreement, in the Town of Stanford, will not have a significant impact on the environment, and be it further

RESOLVED, that this Legislature approves the acceptance of the grant of a Line of Sight and Grading Easement from Middle Rosebrook, LLC., for the maintenance of sight lines at its property on Poppa Joe Way in the Town of Stanford and the County Executive or his designee is hereby authorized to execute the same in substantially the form attached hereto.

CA-020-17
CAB/kvh/R-0968
1/5/17
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 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have herunto set my hand and seal of said Legislature this 23rd day of January 2017.

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
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 \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

AUTHORIZATION TO ACQUIRE BY WAY OF DONATION, A LINE OF SIGHT AND GRADING EASEMENT FROM MIDDLE ROSEBROOK LLC, TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

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GRANT OF LINE OF SIGHT AND GRADING EASEMENT

THIS INDENTURE, made the _____ day of December, 2016, between Middle Rosebrook, LLC, with an address c/o Everett R. Cook, 775 Park Avenue, New York, NY 10021 (herein referred to as "GRANTOR"), and COUNTY OF DUTCHESS, STATE OF NEW YORK, with offices located at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR is the owner of property commonly known as 36 Poppa Joe Way, Town of Stanford, County of Dutchess and State of New York, identified by Grid number 6768-00-875800-0000 ("Parcel A");

WHEREAS, the GRANTOR, desires to provide a Line of Sight and Grading Easement to the GRANTEE on a portion of Parcel A, as further described as the Easement Area on Schedule "A", attached hereto and made a part hereof ("Easement Area");

WHEREAS, this conveyance is made to the County of Dutchess in accordance with the authority set forth in Resolution No. _____ of the Dutchess County Legislature.

NOW, THEREFORE, the GRANTOR, in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States, actual consideration, and other valuable consideration paid by the GRANTEE, does hereby grant and release unto the GRANTEE, its successors and assigns forever, a Line of Sight and Grading Easement over all that certain plot, piece or parcel of land situate, lying and being in the Town of Stanford, County of Dutchess and State of New York, as further described on Schedule "A", which Easement allows the County, in the event the GRANTOR, or any subsequent owner of the easement area fails to maintain the easement, to clear brush and other vegetation to enhance visibility and sight distance for users of the public roadways, including the right of access for maintenance and the right to clear and remove brush and vegetation, re-grade as necessary, re-seed,

re-vegetate or employ any other methods as may be required by the County to enhance visibility and sight-distance relating to the roads and public improvements to the area.

GRANTOR, and every subsequent owner of the easement area, its successors and assigns, affirmatively agree to mow and routinely maintain the Easement Area so as to provide the sight distance and visibility requirements as set forth herein.

The Sight Easement as shown herein establishes the perpetual right of the holder of fee title of the highway, or its authorized representatives to clear, re-grade and maintain the area within the Easement at such elevation that there is a clear line of sight across the area.

The GRANTOR, on behalf of his heirs, successors and assigns, hereby warrants and covenants that he will not interfere with the County's clearing and construction efforts within the Easement Area, either by plantings or of placement of natural or man-made materials, or any other means. This prohibition does not prevent a lot owner from planting or mowing grass, but the placement of shrubs or trees shall require the written permission of the County, and the County shall have the right to remove vegetation or materials that interfere with the sight distance as determined appropriate by the GRANTEE.

Subject to the foregoing, the GRANTOR, for itself, its heirs, successors and assigns, reserves the right to fully use and enjoy the premises herein described subject to the terms of this Easement herein granted to the GRANTEE.

Each party represents to the other party that it has the power and authority to execute, deliver and perform this Easement, that all actions necessary to authorize the execution, delivery and performance of this Easement have been duly taken, that it has duly executed and delivered this Easement and that this Easement is legal, valid and binding on it, and enforceable against it in accordance with its terms. This Easement shall not be amended or modified unless in a writing executed and acknowledged by the owner of the Property and Grantee and recorded in the Office of the Dutchess County Clerk.

Grantee shall have the right to enforce these covenants, restrictions and easements by proceeding at law or in equity, against any person or persons violating or attempting to violate any

covenant, restriction, or easement, to restrain violation, to require specific performance and/or to recover damages. Failure by Grantee to enforce any covenant, restriction, or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

TO HAVE AND TO HOLD the said Easement unto the GRANTEE, its successors and assigns forever.

The terms, covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, distributees, legal representatives, and all the covenants herein shall run with the land and be burden upon the subject premises, and shall be perpetual in duration.

IN WITNESS WHEREOF, the parties executed this instrument as of the date first set forth above.

If more than one person joins in the execution of this Easement relative words herein shall read as if written in the plural number, and the covenants and agreements hereof shall be their joint and several obligations.

MIDDLE ROSEBROOK, LLC, Grantor

Paul Quartararo, Manager
By: Paul Quartararo, Esq., Manager

STATE OF NEW YORK
COUNTY OF Dutchess

On the 7 day of December in the year 2016 before me, the undersigned, personally appeared Paul Quartararo, 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

Printed Name: JOSHUA E. MACKEY

JOSHUA E. MACKEY
Notary Public, State of New York
No. 02MA6237276
Qualified in Dutchess County
Commission Expires March 14, 2017

LEGAL DESCRIPTION

Schedule "A" - Easement Area

All that certain Lot, piece or parcel of land, situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, being a portion of the property commonly known as 36 Poppa Joe Way, Stanford, New York, 12581 ("Parcel A"), Parcel "A" being shown on a map entitled "Lot Line Adjustment & Subdivision for Frances Fichera" filed on April 1, 2004 in the Dutchess County Clerk's Office as Filed Map No. 9197A. The Easement Area is more particularly bounded and described as follows:

Beginning at a point on the southerly side of Hunns Lake Road (a.k.a. C.R. #65) said point also being the most northeasterly corner of the lands now or formally of Hunny Lake LLC (Doc. No. 02-2014-59) and Dutchess County Tax Map Grid #6768-00-872906; thence North 82° 15' 01" East 231.96 feet to a point; thence North 27° 14' 01" West 35.34 feet to the southerly side of said Hunns Lake Road; thence along same, South 80° 51' 46" West 83.13 feet and South 69° 22' 59" West 140.59 feet to the point or place of beginning.

SAID Easement Area comprising a portion of larger "Parcel A," more particularly bounded and described as follows:

"Parcel A"

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, Section 6768, Block 00, Lot 875800, such property commonly known as 36 Poppa Joe Way, Stanford, New York, 12581, the said premises shown on a map entitled, "Lot Line Adjustment & Subdivision for Frances Fichera" filed on April 1, 2004 in the Dutchess County Clerk's Office as Filed Map No. 9197A, more particularly bounded and described as follows:

Beginning at a point on the easterly side of Hunns Lake Road a.k.a. County Route 65, said point also being the westerly end of a stone wall; thence along the easterly side of Hunns Lake Road, North 42 degrees 58 minutes 58 seconds East 320.14 feet and North 40 degrees 54 minutes 00 seconds East 145.00 feet to the southwest corner of Parcel F as shown on a map filed in the Dutchess County Clerk's Office as Filed Map 9197A, entitled, "Lot Line Adjustment & Subdivision for Frances Fichera" and filed on April 1, 2004; thence along same, South 35 degrees 37 minutes 00 seconds East 129.30 feet, South 55 degrees 01 minutes 00 seconds East 34.70 feet, South 85 degrees 28 minutes 40 seconds East 61.65 feet, South 28 degrees 46 minutes 20 seconds West 27.81 feet, South 53 degrees 55 minutes 17 seconds East 455.15 feet, South 42 degrees 56 minutes 53 seconds west 355.44 feet, South 64 degrees 15 minutes 30 seconds East 949.39 feet, North 00 degrees 13 minutes 21 seconds East 660.54 feet, North 69 degrees 57 minutes 20 seconds West 618.55 feet, North 57 degrees 58 minutes 50 seconds West 116.67 feet, North 73 degrees 46 minutes 50 seconds West 236.85 feet, South 84 degrees, 34 minutes, 00

seconds West 60.52 feet, North 85 degrees 28 minutes 40 seconds West 53.48 feet, North 55 degrees 01 minutes 00 seconds West 21.41 feet, North 35 degrees 37 minutes 00 seconds West 131.386 feet to the easterly side of said Hunns Lake Road; thence along same, North 40 degrees 54 minutes 00 seconds East 31.86 feet, North 34 degrees 43 minutes 40 seconds East 107.07 feet, North 28 degrees 06 minutes 20 seconds East 99.76 feet, North 24 degrees 48 minutes 00 seconds East 159.73 feet, North 31 degrees 65 minutes 50 seconds East 81.30, North 37 degrees 15 minutes 50 seconds East 187.44 feet to the southwest corner of the lands now or formerly of Strickland (Liber 1849, Page 251); thence along same, South 83 degrees 41 minutes 20 seconds East 359.01 feet and North 12 degrees 02 minutes 40 seconds East 71.07 feet to an angle in said Strickland's easterly line; thence still along Strickland in part and the lands of now or formerly of Thompson (Liber 1972, Page 272) in part and the lands now or formerly of Durant (Liber 1659, Page 162) in part; North 15 degrees 31 minutes 07 seconds East 388.68 feet to a point on the southeasterly side of said Hunns Lake Road; thence along same, North 69 degrees 22 minutes 59 seconds East 140.59 feet, North 80 degrees 51 minutes 46 seconds East 83.13 feet, South 88 degrees 22 minutes 32 seconds East 300.04 feet, South 86 degrees 05 minutes 03 seconds East 300.08 feet, South 86 degrees 51 minutes 48 seconds East 78.62 feet, South 87 degrees 16 minutes 33 seconds East 57.27 feet, North 87 degrees 15 minutes 03 seconds East 65.64 feet, North 83 degrees 22 minutes 45 seconds East 262.41 feet, North 77 degrees 25 minutes 12 seconds East 62.02 feet, and North 70 degrees 12 minutes 24 seconds East 87.77 feet to the northeast corner of the herein described parcel; thence along the lands now or formerly of Speed (Liber 1298, Page 600) and along a stone wall, South 07 degrees 03 minutes 53 seconds West 134.75 feet South 05 degrees 22 minutes 01 seconds West 69.67 feet, South 10 degrees 29 minutes 20 seconds West 62.58 feet to the end of said stone wall on the westerly side of a small stream; thence crossing said stream and along a line of no physical bounds, South 03 degrees 52 minutes 43 seconds West 104.25 feet to the beginning of a stone wall; thence along said stone wall, South 04 degrees 26 minutes 29 seconds West 28.15 feet; thence still along said stone wall and still along said Speed in part and along the lands now or formerly of Roseland Ranch Holding Corp. (Liber 1970, Page 193) in part, South 07 degrees 01 minutes 18 seconds West 96.44 feet; thence still along said stone wall and said Roseland Ranch Holding Corp., South 04 degrees 59 minutes 22 seconds West 31.87 feet to the end of said stone wall; thence along a line of no physical bounds, South 06 degrees 00 minutes 46 seconds West 24.10 feet to the beginning of a stone wall; thence still along said Roseland Ranch Holding Corp. and said stone wall, South 07 degrees 26 minutes 50 seconds West 114.21 feet, thence along said stone wall in part and along a line on the projection of said stone wall South 07 degrees 15 minutes 48 seconds West 69.02 feet to a southeasterly corner of the herein described parcel and a point in range with a stone wall; thence along a line of no physical bounds in part and along said stone wall in part, North 83 degrees 42 minutes 38 seconds West 227.21 feet; thence along said stone wall and still along said Roseland Ranch Holding Corp., North 85 degrees 39 minutes 37 seconds West 391.67 feet to the northwest corner of said Roseland Ranch Holding Corp.; thence still along said Roseland Ranch Holding Corp. and said stone wall,

South 08 degrees 24 minutes 10 seconds West 258.96 feet, South 05 degrees 52 minutes 30 seconds West 166.26 feet, South 14 degrees 23 minutes 40 seconds West 33.35 feet, South 09 degrees 26 minutes 50 seconds West 73.78 feet, South 05 degrees 28 minutes 00 seconds West 213.65 feet; South 06 degrees 22 minutes 30 seconds West 283.61 feet, South 06 degrees 51 minutes 20 seconds West 547.48 feet and still along said stone wall in part and along a line of no physical bounds on a projection of said stone wall South 08 degrees 52 minutes 20 seconds West 71.71 feet to the southeast corner of the herein described parcel; thence along a line of no physical bounds, North 64 degrees 15 minutes 30 seconds West 1807.30 feet, to the beginning of a stone wall and a point on the northerly line of lands now or formerly of Levine (Liber 1481, Page 604); thence along said Levine, along said stone wall and crossing a small stream, North 23 degrees 50 minutes 10 seconds West 50.00 feet and North 32 degrees 49 minutes 00 seconds West 50.00 feet to the point or place of the beginning. Containing 56.515 acres of land more or less.

Together with the benefit of that certain Reciprocal Easement Agreement dated as of March 2, 2006 between Roseland Holding Corp., and SS Marks LLC and Roseland Ranch Holdings, LLC to be duly recorded in the Dutchess County Clerk's Office at Doc. No. 02-2006-6796.

Together with the benefits of the certain License Agreement dated as of March 2, 2006 between Roseland Holding Corp. and SS Marks LLC and Roseland Ranch Holdings, LLC to be duly recorded in the Dutchess County Clerk's Office at Doc. No. 02-2006-6797.