

**Project:** Hudson National / Matrix / Prickly Pear Solar Project

**Scope:** Response to Chazen Memo of October 29, 2021

**Date:** November 19, 2021

The following are direct responses to the Chazen letter by Nick Vamvas, in the general format of the original comment letter.

**COMMENTS ON REVISED PLANS (with responses)**

1. The zoning schedule and building envelope for Lot 2 should be shown on Sheet 1 of 6.

**Response: A zoning schedule for lot 2 has been added to Sheet 1 of 6. The building envelope has also been added to Lot 2.**

2. Two tables in Array 1 are outside of the building envelope. The tables should be relocated or removed.

**Response: The two offending tables have been moved into the building envelope.**

3. The Proposed Disturbance Line appears to indicate the presence of grading to accommodate installation of the proposed solar arrays. Please provide the proposed grading for review. Furthermore, the disturbance line should be modified to include the proposed underground cable in the materials storage area and the proposed equipment on the east side of Prickly Pear Hill Road.

**Response: The access roads have been graded.**

**Response: The Proposed Disturbance Line has been added to the proposed equipment area and to the proposed underground cable in the Maintenance Area.**

4. It is possible that proposed steep slopes are present directly adjacent to the proposed subdivision line. This is impossible to verify until the proposed grading is provided, but the applicant is reminded to comply with §195-4.A(14) regarding the setback of cut and fill slopes from existing and proposed property lines.

**Response: Roads and grading have been adjusted, to conform with code, in the area of the access road adjacent to the maintenance area.**

5. Please provide locations where slope stabilization measures are required, if applicable.

**Response: Slope Stabilization Areas have been identified and appear on the Erosion Control Plan.**

6. Array 1 contains a dead-end access drive over 850 feet in length without a hammerhead or other turnaround area. The local Fire Department should be consulted to verify that this is acceptable. Additionally, the Fire Department should be asked to comment on the width, slope, and proposed surface of the access paths.

**Response: The plans will be coordinated with the Fire Department in the near future.**

7. It appears that a hydrant and a culvert are present in Array 1. Please note these should be protected during construction.

**Response: A note has been added to Site Plan that existing hydrant and culvert are to be protected during construction.**

8. Stabilized construction entrances (anti-track pads) should be provided on the two access paths in Array 1. Also, sediment control barriers should be added around the existing basin in Array 1 to limit the intrusion of sediment-laden runoff during construction.

**Response: Anti-tracking pads have been added to the access roads of Array 1. Silt fence barrier has been added around the existing basin.**

9. It appears from Sheet 6 of 6 that the proposed solar panels will be mounted on driven piles. Please verify the foundation type.

**Response: The Anti-scour detail depicts the panels schematically. Site conditions will determine the best method to install the panels. A note has been added to the detail stating the same.**

10. Please provide a manufacturer specification on the proposed jute mat that will provide anti-scour treatment at the solar panel drip edge.

**Response: Manufacturer's specifications have been added to the anti-scour detail.**

11. Under "General Erosion Control Notes," note 2 should be modified to include compliance with the New York State Standards and Specifications for Erosion and Sediment Control, November 2016. Note 4 should be updated to define what constitutes "extended periods" before seeding and mulching must occur. Typically, any disturbance to remain open for 14 days or more should be stabilized. Please provide a specification on the "tobacco netting" mentioned in Note 5.

**Response: General Erosion Control Notes have been modified as requested.**

**Response: The "tobacco netting" has been changed to jute mat which is the same product utilized on the anti-scour detail. The manufacturer's specifications have been added to the anti-scour detail.**

12. The Stormwater Device Maintenance Schedule should be modified to include daily inspections by the trained contractor. Also, "special" maintenance should be provided for silt fences. Sediment must be removed when bulges in the fence develop. Lastly, please specify what constitutes "significant" rainfall.

**Response: The Stormwater Device Maintenance Schedule has been modified as requested.**

13. Please indicate the location of the proposed fence around the electrical equipment.

**Response: Fencing has been added around proposed electrical equipment.**

14. Installation of the transformer and inverter pads constitutes construction of new impervious surfaces. Thus, the applicant must provide a SWPPP including post-construction stormwater management practices to capture and treat runoff from all impervious surfaces. The SWPPP must comply with the requirements of both the Village Code and The New York State Stormwater Management Design Manual.

**Response: A rain garden has been added (with corresponding detail). The rain garden has been sized to capture 1.5" of rainfall over the equipment pads and surrounding area. In addition a paved gutter (and corresponding detail) has been added to a portion of the southern edge Prickly Pear Hill Road to divert runoff from entering the rain garden.**

**REQUIRED SWPPP COMPONENTS CHECKLIST** (per NYSDEC GP O-20-O01, requirements are paraphrased:

1. ESC Component

- a. Background info included
- b. Site map included
- c. Soils description included in Stormwater Assessment memo, February 9, 2021
- d. Construction phasing and sequencing included
- e. Minimum ESC practices included
- f. Temp and perm stabilization plan included
- g. ESC plan included
- h. ESC details including sizing of temp sediment basins and structural practices included in plan-view but a typical detail of basins should be provided

**Response: The Sediment Basin detail is included on the plans as well as the proposed sediment traps**

- i. Maintenance inspection schedule included
- j. Description of pollution control measures (litter, chemicals, debris) not included

**Response: The noted descriptions are included in the Revised SWPPP (pg.11)**

- k. Description of industrial stormwater discharges — NA
- l. ID of any elements not in conformance - NA

## 2. Post-Construction SWM Practice Component

**Note:** The need for post construction treatment of stormwater eliminated since there are no longer “gravel” roadways that would have been considered impervious by some reviewers.

**However, for the concrete equipment slabs we have added post construction treatment in the form of a Rain Garden that has been detailed and designed. The items below (2 a. thru f. and #3) are, therefore, not relevant or are included for the Rain Garden.**

- a. ID of all SWM practices
  - i. Dimensions not included
  - ii. Material specs not included
  - iii. Installation details not included
- b. Site map showing location and size included but additional measures should be provided
- c. Modeling analysis report included but needs more detail
- d. Soil test results (test pits) not included
- e. Infiltration test results not applicable unless SWM practices with infiltration are proposed
- f. O&M plan including inspection and maintenance schedule and ID of responsible entity not included

## 3. Enhanced Phosphorus Removal Standards (where required) - NA

### VILLAGE CODE §196-6. STORMWATER POLLUTION PREVENTION PLANS

- A. No application for approval of a land development activity shall be reviewed until the appropriate approving authority has received a stormwater pollution prevention plan (SWPPP) prepared in accordance with the requirements of this article. SWPPP has been submitted for review

**Response:** The SWPPP has been revised and is now submitted.

- B. All SWPPPs shall provide the following background information, erosion and sediment control, and stormwater management measures relating to stormwater quantity (some requirements are paraphrased for brevity):

- (1) Background information included

**Response:** included

- (2) Site map/construction drawings including the site map shall show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; on-site and adjacent offsite surface water(s); wetlands and drainage patterns that could be affected by the construction activity; existing and final slopes; locations of off-site material, waste, borrow or equipment storage areas; and location(s) of the stormwater discharge(s). The site map shall be at a scale no smaller than one inch equals 50 feet. included

**Response:** This has been addressed as included.

- (3) Soils description. included in Stormwater Assessment memo, February 9, 2021

**Response:** This has been addressed as included.

(4) Phasing plan. Not more than two acres shall be disturbed at any one time unless otherwise approved. **included but needs revision to restrict disturbance to 2 acres at a time or to request a project-specific maximum**

**Response: The project requires that more than 2 acres be disturbed at one time and thus the applicant requires this approval. It is recognized that, though trees will be removed there is minimal excavation and filling for this project. The erosion control plan offers protection from the minimal ground disturbance using silt fence, and sediment traps where required.**

(5) Description of pollution control measures (litter, chemicals, debris). **not included**

**Response: The revised SWPPP addresses litter, chemicals and debris management. (See pg. 11)**

(6) Description of construction waste materials stored on site and description of controls/storage. **not included**

**Response: the revised SWPPP addresses construction waste materials. (See pg. 11)**

(7) Temporary and permanent structural and vegetative measures for each phase. **A list of the proposed measures is provided but not broken down per phase**

**Response: There is one phase for this project. The SWPPP provides a sequence for the installation of the protective measure for the single phase.**

(8) A site map/construction drawing(s) specifying the location(s), size(s) and length(s) of each erosion and sediment control practice. **included but needs more detail**

**Response: The revised Site Plans are specific as to the location and size of each practice.**

(9) Dimensions, material specifications and installation details for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins. **Included**

**Response: These are addressed with reference to the Site Plans.**

(10) Temporary practices that will be converted to permanent control measures. **included**

**Response: These are addressed as noted.**

(11) Implementation schedule for staging temporary erosion and sediment control practices, including the timing of initial placement and duration that each practice will remain in place until the site is stabilized. **included but needs more detail to identify which ESC practices are in place in each phase**

**Response: As noted there is one phase to this project. However, the plans and SWPPP provide the sequence of construction for a single phase project.**

(12) Maintenance schedule to ensure continuous and effective operation of the erosion and sediment control practice. *included*

**Response: The SWPPP provides the Maintenance Schedule by reference to the Site Plans**

(13) Name(s) of the receiving water(s) and NYSDEC classification(s), if applicable. *included*

**Response: These are addressed as included.**

(14) Delineation of SWPPP implementation responsibilities for each part of the site. *not included*

**Response: As discussed by email 11/9/2021 no response is needed**

(15) Description of structural practices designed to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. *included*

**Response:**

(16) Any existing data that describes the stormwater runoff at the site. *included*

**Response: No Response Needed**

(17) An acknowledgement by the landowner granting to the Village and other agencies having jurisdiction the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. *not included*

**Response: The draft Agreement is attached and awaits approval by the Village.**

(18) Description of each post construction stormwater management practice, including but not limited to dimensions, material specifications, and installation details for each post construction stormwater management practice. *not included*

**Response: The only post-construction stormwater practice is the Rain Garden at the concrete equipment slabs. The revised Maintenance Schedule includes this device.**

(19) Site map/construction drawing(s) showing the specific location(s) and size(s) of each post construction stormwater management practice. *included but additional measures should be provided*

**Response: As noted above, there is only one post-construction practice and it is noted in detail on the Site Plans.**

(20)Hydrologic and hydraulic analysis for all structural components of the stormwater management system for the applicable design storms, as per the manual specified in § 196-8A (1) herein. **Not included**

**Response: A new Drainage Analysis (11/08/2021) is provided for the storms from the 1-year to the 100 year storm for 7 watersheds affected by this project. The analysis also evaluates the influence of the proposed sedimentation basin turned detention basin at the Maintenance Area. The results of this analysis provides that there would be minimal or no impact to downstream areas.**

### Notice of Intent

The following a. thru c. are now answered as noted since we have recently added one post-construction feature, a Rain Garden.

- a. The NOI is incomplete and must be modified to include responses to questions 23 and 27-39.
- b. Question #4 must be updated to indicate the area of equipment pads.
- c. Question #5 must be answered.
- d. Question #6 should include the percentage of D soils in the disturbed area.
- e. Question #22 should be answered "yes."

Submitted by:



Ralph G. Mastromonaco

Cc: M. Doud, Matrix LLC  
R. Davis, Esq.

Attachs:

Draft Maintenance Agreement  
Drainage Analysis

Reference:

Report: Drainage Computations 11/08/2021

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*570693101DAG001W\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Attorney's Title Insurance Agency, Inc. Phone: 914-244-3738  
Address 1: 126 Barker Street Fax: 914-244-3814  
Address 2: Email: patrick@attorneystyle.biz  
City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: ACC17-7066W / Hudson National

### Document Details

Control Number: **570693101** Document Type: **Deed Agreement (DAG)**  
Package ID: 2017013100217001002 Document Page Count: **7** Total Page Count: **8**

### Parties

☐ Additional Parties on Continuation page  
2nd PARTY

1st PARTY  
1: HUDSON NATIONAL GOLF CLUB INC - Other 1: CORTLANDT TOWN OF - Other  
2: 2:

### Property

☐ Additional Properties on Continuation page

Street Address: 0 HOLLIS LANE Tax Designation: 67.8-1-31  
City/Town: CORTLANDT Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

#### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$40.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$0.00  
TP-584 Filing Fee: \$0.00  
Total Recording Fees Paid: **\$80.00**

#### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number:

#### Mortgage Taxes

Document Date:  
Mortgage Amount:  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐  
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 03/13/2017 at 10:04 AM  
Control Number: **570693101**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

Thomas F. Wood, Esq.  
Town Attorney / Town of Cortlandt  
One Heady Street  
Cortlandt Manor, NY 10567



STORMWATER MANAGEMENT FACILITIES  
MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 30<sup>th</sup> day of January, 2017, by and between The HUDSON NATIONAL GOLF CLUB, INC., a New York Corporation having an office at 40 Arrowcrest Drive, Croton-on-Hudson, New York 10520 ("Owner"), and the TOWN OF CORTLANDT, a municipal corporation having an office at Town Hall, 1 Heady Street, Cortlandt Manor, New York 10567 ("Town").

WITNESSETH:

WHEREAS, Owner is the current fee owner of certain premises located in the Town of Cortlandt, County of Westchester and State of New York, designated as Section 67.8, Block 1, Lot 31 on the Town Tax Map and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

WHEREAS, Owner has obtained approval(s) from the Town for land development activity at the Premises in connection with which stormwater management facilities (the "Facilities") shall be required in accordance with Chapter 262 of the Town Code in effect as of the date of this Agreement (the "Code"); and

WHEREAS, as a condition to the issuance of such approval(s) the Code further requires Owner to execute this Agreement and record the same in the Office of the Westchester County Clerk.

NOW THEREFORE, for valuable consideration received, the Owner and the Town hereby agree as follows:

1. The Owner, or upon Owner's conveyance of the Premises, its successors and assigns, shall at all times properly operate and maintain all Facilities and all related systems of stormwater treatment and control in accordance with the applicable provisions of the Code and applicable New York State Department of Environmental Conservation ("NYSDEC") regulations, standards and guidelines, and the "Approved Plans" for the Premises as set forth below.
2. In accordance with the terms and conditions of a Stormwater Management Facilities Inspection and Maintenance Easement ("Easement") of the date hereof, to be recorded in the Westchester County Clerk's Office, Owner has granted unto the Town, its successors and assigns forever, a perpetual easement and right-of-way to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by the Town to ensure that the Facilities are maintained in proper working conditions to meet applicable design standards and any other applicable requirements established by the Code or NYSDEC in effect as of the date of the Easement, or by said "Approved Plans".

3. The Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facilities. Further, the Town's acceptance of any rights pursuant to this Agreement and any applicable provisions of the Code shall not be deemed or construed as acceptance by the Town of any duty or obligation to fix or maintain the Facilities.

4. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall be bound to the maintenance provisions depicted in the approved project plans for the Facilities, entitled respectively: "Site Plan, Grading/Layout," Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY, dated November 16, 2016, Sheet 1 of 5 Sheets, "Erosion Control, Details," Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY, dated November 16, 2016, Sheet 2 of 5 Sheets, "Details/Construction Vehicle Access Map," Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY, dated November 16, 2016, Sheet 3 of 5 Sheets, and "Water Quality Details/Drain Profiles/Steep Slope Plan," Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY, dated November 16, 2016, Sheet 4 of 5 sheets, prepared by Ralph G. Mastromonaco, P.E., P.C. Consulting Engineers, "Tree Protection Plan" Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY, dated January 6, 2017, Sheet 5 of 5 Sheets, "Wetland Mitigation Plan", Hudson National Golf Club, prepared by Tim Miller Associates/Wetland Mitigation Inc., dated December 1, 2016, and "Landscape/Planting Plan, Hudson National Golf Club Driving Range and Teaching Facility, Town of Cortlandt, Westchester Co., NY" prepared by AZ Associates, Ltd., dated January 13, 2017 (the "Approved Plans"), which Approved Plans are filed in the Office of the Department of Technical Services of the Town of Cortlandt, in accordance with all applicable provisions of the Code and the NYSDEC regulations, standards and guidelines, and which approved plans are subject to any revision hereafter as may be required by the Town of Cortlandt.

5. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall maintain, clean, repair, replace and continue the stormwater control measures for the Facilities depicted in the Approved Plans as necessary to ensure optimum performance of the measures to design specifications, in accordance with all applicable provisions of the Code and NYSDEC regulations, standards and guidelines.

6. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall be responsible for all expenses related to the maintenance of the stormwater control measures for the Facilities.

7. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall provide for the periodic inspection of the stormwater control measures for the Facilities, as required by the inspection and maintenance protocol in the approved Stormwater Pollution Prevention Plan, to determine the condition and integrity of the measures. A professional engineer licensed by the State of New York shall perform such inspection. The inspecting engineer shall prepare and submit to the Stormwater Management Officer of the Town of Cortlandt ("SMO"), within thirty (30) days of the inspection, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Premises.

8. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall not authorize, undertake or permit alteration, abandonment, modification or discontinuance of the Facility's stormwater control measures except in accordance with prior written approval of the SMO.

9. The Owner, or upon Owner's conveyance of Premises, its successors and assigns, shall promptly undertake necessary repairs and replacement of the Facility's stormwater control measures at the direction of the SMO or in accordance with the recommendations of the inspecting engineer.

10. If ever the SMO determines that the Owner has failed to construct or maintain the Facilities' stormwater control measures in accordance with the Approved Plans or has failed to undertake corrective action specified by the SMO or by the inspecting engineer, the SMO is authorized to undertake such actions as reasonably necessary for the construction, preservation, continuation or maintenance of the Facilities' stormwater control measures. The Owner shall be responsible to reimburse the Town for expenses reasonably incurred by the Town in taking such actions. In the event of the Owner's failure upon 30 days written notice to reimburse the Town for such expenses, the Town may seek recovery in the manner provided by the Code.

11. Any damage to the Facilities caused by the Town in inspecting the said stormwater control system shall be restored, repaired and otherwise remedied by the Town.

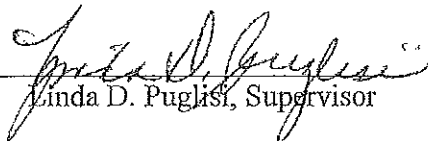
12. In the event that the NYSDEC serves a notice of violation upon the Town, brings an administrative complaint against the Town, and/or commences a civil suit against the Town due to a violation of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems in effect as of the date of this Agreement, and such notice of violation, administrative complaint or civil suit is a result of, due to a consequence of, or the outcome of any action by the Owner, or its successors and assigns, in violation of any of the provisions of this Agreement or the Code, the Owner or its successors or assigns shall indemnify and hold harmless the Town for any and all fines, damages or penalties imposed by the NYSDEC upon the Town.

13. Owner hereby covenants that the Owner is seized of the Premises in fee simple and has the right to execute this Agreement, shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.

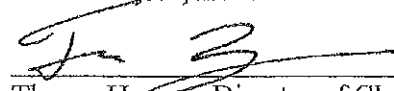
14. This Agreement shall run with the land in perpetuity and is binding upon the Owner, its successors and assigns.

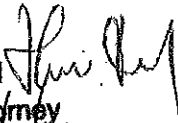
IN WITNESS WHEREOF, the Owner and the Town have executed this Agreement as of the date first herein above set forth.

TOWN OF CORTLANDT

By:   
Linda D. Puglisi, Supervisor

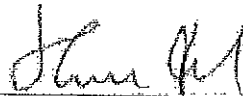
THE HUDSON NATIONAL  
GOLF CLUB, INC.

  
Theron Harvey, Director of Club Operations

Approved   
Town Attorney  
Date: 3/1/17

STATE OF NEW YORK )  
 ) S.S.:  
COUNTY OF WESTCHESTER )

On the 6 day of MARCH, in the year 2017 before me, the undersigned personally appeared Linda Puglisi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which individual acted, executed the instrument.



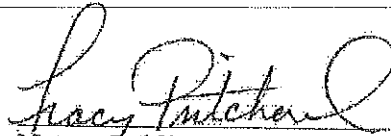
Notary Public

STATE OF NEW YORK )  
 ) S.S.:  
COUNTY OF WESTCHESTER )

THOMAS F. WOOD  
Notary Public, State of New York  
No. 02WD4684928  
Qualified in Dutchess County  
Commission Expires May 31, ~~2018~~  
2018

On the 30 day of JANUARY, in the year 2017, before me, the undersigned personally appeared Theron Harvey, 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 person upon behalf of which individual acted, executed the instrument.

TRACY PRITCHARD  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01PR6078951  
QUALIFIED IN WESTCHESTER COUNTY  
MY COMMISSION EXPIRES AUG. 12, 2018

  
Notary Public

Record and Return to:

THOMAS F. WOOD, ESQ.  
Town Attorney  
Town of Cortlandt  
One Hedy Street  
Cortlandt Manor, NY 10567

Section 67.8  
Block 1  
Lot 31  
Town of Cortlandt  
County of Westchester

SCHEDULE A  
AMENDED 10/31/13

ALL that certain place or parcel of land situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York bounded and described as follows:

BEGINNING at the northeasterly corner of the premises herein described where it is common with the southwesterly line of lands now or formerly belonging to the Village of Croton-On-Hudson, said point being distant approximately 900 feet northwesterly from the northwesterly terminus of a public right-of-way known as Hollis Lane; thence along the lands of the Village of Croton-On-Hudson, S50°26'40"E 360.63 feet and S42°25'20"E 71.72 feet to a stone wall and the lands now or formerly belonging to Hudson National Golf Club Inc.; thence along the lands of Hudson National Golf Club Inc. and a stone wall the following courses and distances:

S57°25'W 120.97 feet,

S54°15'W 34.29 feet,

S51°37'W 74.78 feet,

S54°50'W 29.04 feet, and

S36°52'E 84.34 feet to a monument and the end of said stone wall; thence continuing along the lands of Hudson National Golf Club Inc., S45°46'09"W 861.95 feet to another stone wall and the lands now or formerly belonging to Saw Mill River Audubon Society Inc.; thence along the lands of Saw Mill River Audubon Society Inc. and a stone wall the following courses and distances:

N56°15'W 47.44 feet,

N58°13'W 93.61 feet,

N61°05'W 27.14 feet,

N54°31'W 55.15 feet,

N59°12'W 96.18 feet,

N51°37'W 40.23 feet,

N58°20'W 49.26 feet,

N55°31'W 47.67 feet,

N53°55'W 38.96 feet,

N56°00'W 96.00 feet,

N57°27'W 37.50 feet,

SCHEDULE A  
*continued*

N55°40'W 95.15 feet,  
N48°01'W 44.51 feet,  
N44°09'W 118.52 feet,  
N46°46'E 45.66 feet,  
N41°00'E 21.89 feet,  
N55°02'E 25.50 feet,  
N45°28'E 85.76 feet,  
N48°01'E 156.16 feet,  
N51°00'E 20.50 feet,  
N66°08'E 5.91 feet,  
N29°08'W 65.85 feet, and

N34°47'W 22.26 feet to a stone wall corner and the lands now or formerly belonging to the Village of Croton-On-Hudson; thence continuing along a stone wall and the lands of the Village of Croton-On-Hudson the following courses and distances:

N79°06'40"E 125.64 feet,  
N81°09'E 47.88 feet,  
N84°45'50"E 101.06 feet,  
N80°48'10"E 130.89 feet,  
N76°37'40"E 152.87 feet,  
N74°08'30" E 114.96 feet,  
N73°40'50"E 130.59 feet, and

N69°19'40"E 70.88 feet; thence continuing along the lands of the Village of Croton-On-Hudson, N51°28'58"E 126.33 feet to the POINT OR PLACE OF BEGINNING.

Also a right of way over a certain lane of right of way leading from the northerly line of said premises of James D. Lounsbury to the highway known as Mount Airy Road with the same rights and privileges in said right of way or lane as granted by Alleta Clerk to John Lounsbury by a certain instrument dated November 4<sup>th</sup>, 1883, and recorded in the Office of the Register of the County of Westchester of May 22<sup>nd</sup>, 1848 in Liber 127 of Conveyances at page 455.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*570313441EAS001S\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Attorney's Title Insurance Agency, Inc. Phone: 914-244-3738  
Address 1: 126 Barker Street Fax: 914-244-3814  
Address 2: Email: patrick@attorneystitle.biz  
City/State/Zip: Mount Kisco NY 10549 Reference for Submitter: ACC17-7066W / Hudson National

### Document Details

Control Number: **570313441** Document Type: **Easement (EAS)**  
Package ID: 2017013100217001002 Document Page Count: **4** Total Page Count: **5**

### Parties

☐ Additional Parties on Continuation page  
2nd PARTY

1st PARTY  
1: HUDSON NATIONAL GOLF CLUB INC - Other 1: TOWN OF CORTLANDT - Other  
2: 2:

### Property

☐ Additional Properties on Continuation page

Street Address: 0 HOLLIS LANE Tax Designation: 67.8-1-31  
City/Town: CORTLANDT Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$25.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$0.00  
TP-584 Filing Fee: \$5.00  
Total Recording Fees Paid: **\$70.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 10440

### Mortgage Taxes

Document Date:  
Mortgage Amount:  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐  
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 03/13/2017 at 10:04 AM  
Control Number: **570313441**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

Thomas F. Wood, Esq.  
Town of Cortlandt  
One Heady Street  
Cortlandt Manor, NY 10567



STORMWATER MANAGEMENT FACILITIES  
INSPECTION AND MAINTENANCE EASEMENT

THIS EASEMENT, made this 30<sup>th</sup> day of January, 2017, granted by The Hudson National Golf Club, Inc., a New York Corporation, having an office at 40 Arrowcrest Drive, Croton-on-Hudson, New York 10520 ("Grantor") in favor of the TOWN OF CORTLANDT, a municipal corporation having an office at Town Hall, 1 Heady Street, Cortlandt Manor, New York 10567 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the current fee owner of certain premises located in the Town of Cortlandt, County of Westchester and State of New York, designated as Section 67.8, Block 1, Lot 31 on the Town Tax Map and described by metes and bounds on **Schedule A** annexed hereto (the "Premises"); and

WHEREAS, Grantor has obtained approval(s) from the Grantee for land development activities at the Premises, in connection with which stormwater management facilities (the "Facilities") shall be required in accordance with Chapter 262 of the Town of Cortlandt Code in effect as of the date of this Agreement (the "Code"); and

WHEREAS, as a condition to the issuance of such approval(s) the Code further requires Grantor to execute this Easement and record the same in the Office of the Westchester County Clerk.

NOW THEREFORE, for valuable consideration received, the Grantor hereby agrees as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns forever, a perpetual easement and right-of-way (but Grantee shall have no obligation), to enter upon the Premises in order to access the Facilities at reasonable times and in a reasonable manner for periodic inspection by Grantee to ensure that Facilities are maintained in proper working condition to meet applicable design standards and any other provisions established by Chapter 262 of the Code in effect as of the date of this Easement and all applicable New York State Department of Environmental Conservation ("NYSDEC") regulations, standards and guidelines. The Grantee is further authorized to undertake such steps as are reasonably necessary for the construction, preservation, continuation or maintenance of the Facilities for the Premises in the event the Grantor or current owner has failed to construct or maintain the stormwater control measures in accordance with the "Approved Plans" for the Facilities, as referenced in and filed along with a certain "Stormwater Management Facilities Maintenance Agreement" of the date hereof in the Office of the Department of Technical Services of the Town of Cortlandt, or applicable Code or NYSDEC regulations, standards and guidelines, or has failed to undertake corrective action specified by the Town of Cortlandt Stormwater Management Officer ("SMO") or his duly authorized deputy, agent or representative.

2. Grantor hereby covenants that the Grantor is seized of the Premises in fee simple and has the right to convey this Easement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Easement by the Grantee; and shall execute and deliver any further documents reasonably necessary to assure the Easement and rights granted herein to the Grantee.

3. This Easement shall not confer unto the Grantee any duty or obligation to fix or maintain the Facilities. Further, Grantee's acceptance of any rights pursuant to this Easement shall not be deemed as the acceptance of any duty or obligation to fix or maintain the Facilities.

4. This Easement shall be recorded, shall be deemed a covenant running with the lands affected hereby, and shall inure to the benefit of and be binding upon the Grantor, all subsequent owners, and their successors and assigns.

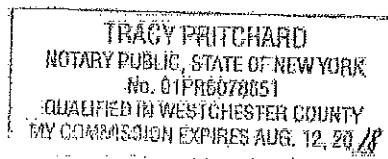
IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first herein above set forth.

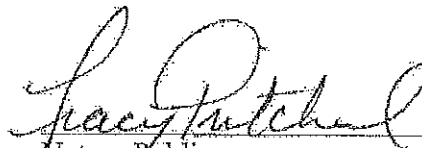
THE HUDSON NATIONAL  
GOLF CLUB, INC.

  
Theron Harvey, Director of Club Operations

STATE OF NEW YORK )  
 ) s.s.:  
COUNTY OF WESTCHESTER )

On the 30 day of JANUARY, in the year 2017, before me, the undersigned personally appeared Theron Harvey, 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 person upon behalf of which individual acted, executed the instrument.



  
Notary Public

Record and Return to:

THOMAS F. WOOD, ESQ.  
Town Attorney  
Town of Cortlandt  
One Heady Street  
Cortlandt Manor, NY 10567

Section 67.8  
Block 1  
Lot 31  
Town of Cortlandt  
County of Westchester

SCHEDULE A  
AMENDED 10/31/13

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

BEGINNING at the northeasterly corner of the premises herein described where it is common with the southwesterly line of lands now or formerly belonging to the Village of Croton-On-Hudson, said point being distant approximately 900 feet northwesterly from the northwesterly terminus of a public right-of-way known as Hollis Lane; thence along the lands of the Village of Croton-On-Hudson, S50°26'40"E 360.63 feet and S42°25'20"E 71.72 feet to a stone wall and the lands now or formerly belonging to Hudson National Golf Club Inc.; thence along the lands of Hudson National Golf Club Inc. and a stone wall the following courses and distances:

S57°25'W 120.97 feet,

S54°15'W 34.29 feet,

S51°37'W 74.78 feet,

S54°50'W 29.04 feet, and

S36°52'E 84.34 feet to a monument and the end of said stone wall; thence continuing along the lands of Hudson National Golf Club Inc., S45°46'09"W 861.95 feet to another stone wall and the lands now or formerly belonging to Saw Mill River Audubon Society Inc.; thence along the lands of Saw Mill River Audubon Society Inc. and a stone wall the following courses and distances:

N56°15'W 47.44 feet,

N58°13'W 93.61 feet,

N61°05'W 27.14 feet,

N54°31'W 55.15 feet,

N59°12'W 96.18 feet,

N51°37'W 40.23 feet,

N58°20'W 49.26 feet,

N55°31'W 47.57 feet,

N53°55'W 38.96 feet,

N56°00'W 96.00 feet,

N57°27'W 37.50 feet,

SCHEDULE A  
*continued*

N55°40'W 95.15 feet,  
N48°01'W 44.51 feet,  
N44°09'W 118.52 feet,  
N46°46'E 45.66 feet,  
N41°00'E 21.89 feet,  
N55°02'E 25.50 feet,  
N45°28'E 85.76 feet,  
N48°01'E 156.16 feet,  
N51°00'E 20.50 feet,  
N66°08'E 5.91 feet,  
N29°08'W 65.85 feet, and

N34°47'W 22.26 feet to a stone wall corner and the lands now or formerly belonging to the Village of Croton-On-Hudson; thence continuing along a stone wall and the lands of the Village of Croton-On-Hudson the following courses and distances:

N79°06'40"E 125.64 feet,  
N81°09'E 47.88 feet,  
N84°45'50"E 101.06 feet,  
N80°48'10"E 130.89 feet,  
N76°37'40"E 152.87 feet,  
N74°08'30" E 114.96 feet,  
N73°40'50"E 130.59 feet, and  
N69°19'40"E 70.88 feet; thence continuing along the lands of the Village of Croton-On-Hudson,  
N51°28'58"E 126.33 feet to the POINT OR PLACE OF BEGINNING.

Also a right of way over a certain lane of right of way leading from the northerly line of said premises of James D. Lounsbury to the highway known as Mount Airy Road with the same rights and privileges in said right of way or lane as granted by Alleta Clerk to John Lounsbury by a certain instrument dated November 4<sup>th</sup>, 1883, and recorded in the Office of the Register of the County of Westchester of May 22<sup>nd</sup>, 1848 in Liber 127 of Conveyances at page 455.