

AGREEMENT

This Agreement made this 12th day of February 2014 between the County of Dutchess, a municipal corporation, with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as "County") and Silo Ridge Ventures Property A, LLC, a Limited Liability Company, with offices at 5021 Route 44, Amenia, New York, 12501 (hereinafter referred to as "Silo Ridge")

WITNESSETH:

WHEREAS, the County is the owner of a parcel of real property, located at 4717 Route 22 in the Town of Amenia, tax grid number, 132000-7067-00-913117-0000, upon which is located a Dutchess County Sheriff's Office Substation and DPW Outpost (hereinafter referred to as Premises), and

WHEREAS, Silo Ridge is the owner of a parcel of real property, located at 4655 Route 22, in the Town of Amenia, tax grid number 132000-7066-00-732810, and

WHEREAS, the two properties are adjacent to each other, and

WHEREAS, Silo Ridge has requested that it be permitted to plant trees on the Premises, and

WHEREAS, the County is willing to allow Silo Ridge to plant trees on the Premises under certain terms and conditions, now, therefore, the parties agree as follows:

1. Silo Ridge has permission to plant the species of trees on the Premises as depicted in Schedule A annexed hereto.
2. In consideration of the County's concern about sight line distance, Silo Ridge agrees to plant said trees a minimum of twenty-five feet (25) feet from the centerline of Route 22 taking into account future growth. For example, if the mature canopy diameter would be forty (40) feet, the center of the tree being planted should minimally be forty-five (45) feet from the centerline of Route 22.
3. Silo Ridge agrees to care for and maintain the trees for a period of ten (10) years from the date the trees are planted as well as replace the trees should any of them die. Silo Ridge agrees to provide copies of all documents associated with the planting of the trees to the County. The County will be responsible for the care and maintenance of the trees thereafter.
4. The contact person for the County is:

Noel Knille, AIA, ASLA
Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
845-486-2085

For Silo Ridge:

Michael Dignacco
Silo Ridge Ventures, LLC
5021 Route 44
Amenia, NY 12501
845 373-8020

5. This Agreement shall be binding on the successors and assigns of Silo Ridge.
6. Silo Ridge agrees to defend, indemnify and hold the County harmless from any and all losses, claims, liens, demands and causes of action, including but not limited to, judgments, penalties, interest, court costs and legal fees (collectively, the "Liabilities") incurred by the County on behalf of any party in connection with or arising directly or indirectly from this Agreement, except to the extent any such Liabilities are caused by the negligence or willful misconduct of the County or any of its agents, representatives or employees. Silo Ridge shall investigate, handle, respond to and defend any such claims, demands or suits its sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification clause shall survive the termination of this Agreement.
7. Silo Ridge agrees to provide proof of the following insurance coverage to the County in the form of a certificate of insurance and the required pages from the policies:
 - (a) Workmen's Compensation Employer's Liability and Disability Benefits Coverage in the statutory limits.
 - (b) Commercial General Liability insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured and certificate holder. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The insurance coverage shall contain a waiver of subrogation in favor of the County. Acceptable proof of the waiver of subrogation and the County's

additional insured status may be evidenced through a copy of the policy form or endorsement.

- (c) Automobile liability Insurance coverage for all owned, scheduled, hired and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured and certificate holder. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form or endorsement.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Dutchess County Attorney, 22 Market St., Poughkeepsie, NY 12601.

Any and all subcontractors of Silo Ridge who are involved in the planting, maintenance or replacement of the trees are subject to the above insurance requirements.

The insurance documentation must be approved by the County's Director of Risk Management prior to the commencement of any work under this Agreement.

APPROVED AS TO FORM:


County Attorney

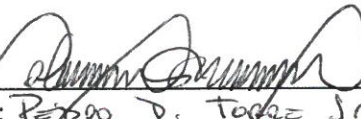
ACCEPTED: COUNTY OF DUTCHESS

BY: 
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:


Department of Public Works

SIL0 RIDGE VENTURES PROPERTY A, LLC

BY: 
Name: Repso D. Torga Jr.
Title: _____

STATE OF NEW YORK)

)

SS:

COUNTY OF DUTCHESS)

On this 17th day of APRIL, 2014, before me, the undersigned, personally appeared MARCUS J. MOLINARO, County Executive of the County of Dutchess, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dandra L. Strippoli

Notary Public
DANDRA L. STRIPPOLI
Notary Public, State Of New York
No. 01CA6013763
Qualified In Dutchess County
Commission Expires September 28, 2014

STATE OF NEW YORK)

SS:

COUNTY OF DUTCHESS)

On this 12th day of February, 2014, before me, the undersigned, personally appeared Pedro Torres 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Mary Devine
Notary Public

MARY DEVINE
Notary Public, State of New York
Registration #01DE6214603
Qualified in Putnam County
Commission Expires Dec 14, 2017.