



11 Main Street
Highland, NY 12528
Tel: 845.691.7339
cpasurvey.com

February 20, 2025

Town of Marlborough Town Board
Scott Corcoran, Supervisor
Milton Turnpike
Milton, New York 12547

**RE: New Road Subdivision
Section 28.4, Block 1, Lot 28.1
Town of Marlborough
Ulster County & State of New York
CPA Project #12-230105-00**

Dear Supervisor Corcoran and Town Board,

Enclosed please find a copy of a proposed subdivision map of lands of Jeffrey Aldrich located on New Road and Milton Turnpike. Mr. Aldrich is seeking to gift to the Town of Marlborough the remaining portion of Youngs Park located on the westerly side of the Central Hudson Transmission parcel on New Road, and is requesting your consent and participation in the required Lot Line Revision process.

Additionally, Mr. Aldrich is seeking approval for a six lot subdivision to create five new building lots, four of which will be accessed from a proposed new Private Road. Town of Marlborough Chapter 130 Street and Sidewalks, Article 1, Section 130-14.16 B. requires the owner of any lot abutting a Private Road to be the fee owner to the centerline of said Private Road. Mr. Aldrich is requesting a waiver to this provision, in accordance with Section 130-14.17, to allow the remaining lands parcel to retain ownership of the road in its entirety. This request is being made to place the burden of possible future upgrading of the roadway from a Private Road to a Public Road on the owner of the lands to be developed as opposed to the individual existing residential lot owners. While Mr. Aldrich has no plans to further develop, the remaining lands are 53.5 acres in size and good planning dictates that consideration be given to possible future plans.

I respectfully request placement on the next available Town Board agenda to further discuss this request. Thank you in advance for your consideration, and please do not hesitate to contact the office if you have any questions.

Sincerely,

CONTROL POINT ASSOCIATES, INC PC
Patricia P. Brooks
Patricia P. Brooks, L.S.
Branch Manager

O:\Surveys\2023\12-230105-00-Aldrich-NewRd-Marlborough-NY-PPB\CORRESPONDENCE\PLANNING\2025-02-20-Town Board Request-Aldrich-12-230105-00.docx

**Control Point Associates, Inc. P.C. is pleased to announce the acquisition
of Brooks & Brooks Land Surveyors, P.C.**

BROOKS & BROOKS
LAND SURVEYORS, P.C.
SURVEYING • PLANNING • GIS

This Property is in an agriculturally zoned district. It does have active farming operations in the vicinity. We advise of the following:

1. That farming does not only occur between 8:00am and 5:00pm and is dependent upon "Mother Nature". Residents should be aware of noise from agricultural machinery and equipment. This noise can occur at any time of the day and night hours and noise from crop drying fans which are run 24 hours a day during the harvest season.
2. That the roads leading to and from the subdivision are frequently traveled by farmers and their slow moving farm vehicles and equipment.
3. That the subdivision is subject to the same zoning restrictions as the surrounding areas and accepted practices regulated by the New York State Department of Environmental Conservation (D.E.C. Notification Law Number 325, October 1988).
4. That there are no restrictions on the use of land for agricultural purposes and unsightliness commonly associated with farming operations in the area.
5. That there are dangers in letting children and pets roam into any adjacent agricultural land, which is a private property.

NOTES:

1. UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PROPERTY OWNER SHOULD CHECK WITH THE LOCAL UTILITY COMPANY FOR THE LOCATION OF UNDERGROUND UTILITIES. SHOULD THEY BE HAZARDOUS TO THE PROPERTY OWNER, THEY SHOULD BE MAINTAINED BY THE PROPERTY UTILITY COMPANY.

2. SUBSURFACE STRUCTURES NOT VISIBLE ON HEADS APPARENT ARE NOT SHOWN AND THEIR LOCATION AND EXTENT ARE NOT CERTIFIED. THE EXISTENCE OF UNDERGROUND TUNNELS, SEWER LINES, AND OTHER SUBSURFACE STRUCTURES IS UNKNOWN. SURVEY DOES NOT ADDRESS ENVIRONMENTAL CONDITIONS OR LAND SUITABILITY.

3. SUBJECT TO ALL RIGHTS OFWAYS, COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.

4. ASSUMED ROAD LINE FOR MILTON TURNPIKE IS BASED ON A 3-ROAD ROAD SUBJECT TO ANY STATE, COUNTY, TOWN, MUNICIPALITY, OR PUBLIC BODY WHICH MAY HAVE IN AND TO THOSE PORTIONS OF NEW ROAD USED FOR HIGHWAY PURPOSES.

5. THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADJACENT, ETC.

6. A PORTION OF LOT 8 IS SERVED BY MUNICIPAL WATER SUPPLY.

7. PARCEL CONTAINS NYS DEC REGULATED WETLANDS APPROXIMATELY SHOWN AND IS THEREFORE SUBJECT TO ALL REGULATIONS PROMULGATED THEREON.

8. ZONE R-1 IS SHOWN ON SHEET 2, BASED ON NYS DEC 2011 LEGAL DATASET AND 2015 TOPOGRAPHIC 1:24,000 SCALE. THIS SURVEY IS NOT CONFORMANT TO NYS DEC.

9. PARCEL 15 IS TO BE COMBINED WITH SBL. 103.1-1-33.110 AND IS NOT TO BE CONSIDERED A BUILDABLE LOT UNTO ITSELF.

REFERENCES:

PARCEL NUMBER LOT 2 AS DESIGNATED ON A MAP ENTITLED "FINAL MAP OF SUBDIVISION OF LANDS OF JEFFREY ALDRICH" FILED WITH THE ULSTER COUNTY CLERK'S OFFICE ON 27 ANNUAL 2013 AS FILED MAP NO. 7248 AND IS SUBJECT TO ALL PROVISIONS NOTED THEREON.

REFERENCE DEED:

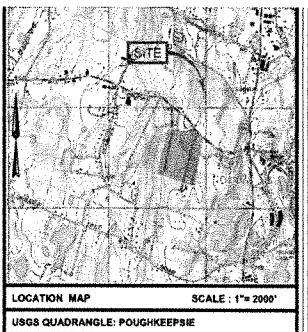
TM LOT 103.1-1-33.110
A Portion of:
Robin Ann Young and
Holly Malissa Young
-to-
The Town of Marlborough
David Liber 7307 Page 358
Dated 12 December, 2023
Deed Book 6800, Page 261
Dated 20 January, 2016
Filed 28 July, 2016

RECORD OWNER:

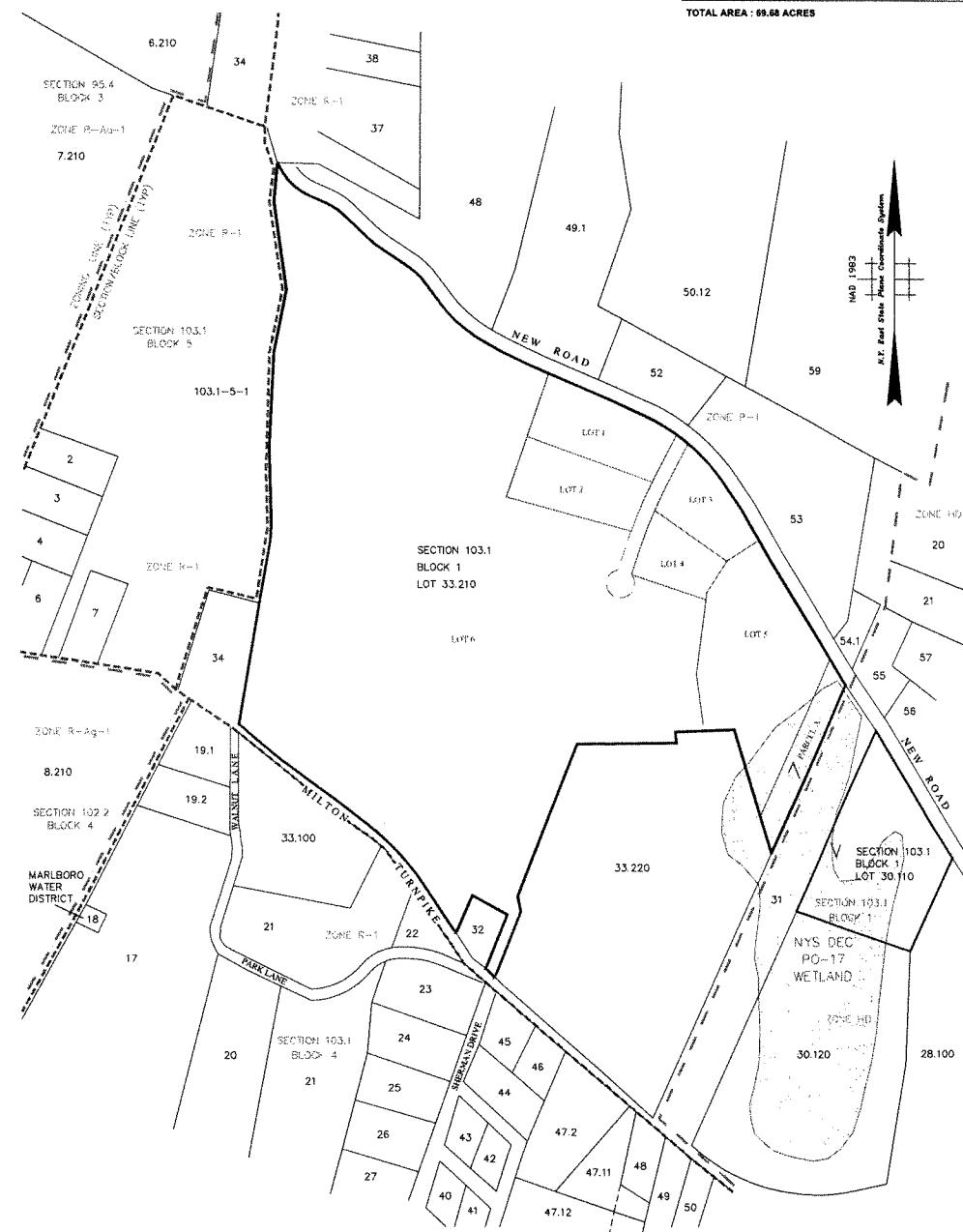
Jeffrey Aldrich
132 Milton Turnpike
Milton NY 12547

ZONING INFORMATION R-1 DISTRICT SOURCE TOWN ZONING MAP							
ITEMS	REQUIRED	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6
MIN LOT AREA	1 ACRE	2.43	2.19	1.69	1.32	5.68	53.50
MIN LOT WIDTH	150'	-	-	-	-	-	-
MIN LOT DEPTH	200'	-	-	-	-	-	-
MIN FRONT YARD	35'	-	-	-	-	-	-
MIN SIDE YARD	35'	-	-	-	-	-	-
MIN REAR YARD	50'	-	-	-	-	-	-
MAX BUILDING HEIGHT	35'	<35'	<35'	<35'	<35'	<35'	<35'
MAX BUILDING COVERAGE	20%	4%	4%	6%	8%	2%	1%

NOTE: ZONE R-1 IS IDENTIFIED HEREON ARE
BASED UPON THE TOWN CODE DATED
09/13/1993 AS AVAILABLE ON
ECODE360.COM



TOTAL AREA : 59.68 ACRES



**DECLARATION OF
COMMON ACCESS EASEMENT AND MAINTENANCE AGREEMENT**

THIS DECLARATION made this _____ day of _____, 2025, is intended to refer to lands in the Town of Marlborough, County of Ulster and State of New York, owned by Jeffrey Aldrich, residing at 132 Milton Turnpike, Milton, New York 12547 (the "Declarant"), whose property consists of a parcel of real property situate on New Road, Town of Marlborough, Ulster County, New York (SBL: 103.1-1-33.210) as more fully set forth and described on a map entitled "Subdivision of Lands of Jeffrey Aldrich", as filed with the Ulster County Clerk's Office on _____, 2025, as Filed Map No. 25-_____ (the "Map"); and

WHEREAS, shown on the Map is a proposed 50' wide "Proposed Private Road" for shared driveway access for Lot 1, Lot 2, Lot 3 and Lot 4 for ingress and egress to New Road (the "Common Access Easement"); and

WHEREAS, the Common Access Easement is more particularly described at Schedule "A" annexed hereto; and

WHEREAS, it is in the best interest of all parties who do or will own Lot 1, Lot 2, Lot 3 and Lot 4 as depicted on the Map (the "Owners") and Declarant to have an agreement that covers maintenance of the Common Access Easement in a passable condition, and sets forth the responsibility for expenses for the maintenance or repair of the Common Access Easement; and

WHEREAS, it is the intention of Declarant to record this declaration and that all the provisions of this declaration run with the lands covered hereby.

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual covenants contained herein, Declarant hereby grants and declares the following:

1. Lot 1, Lot 2, Lot 3 and Lot 4 shall have and enjoy a mutual and non-exclusive right to use the Common Access Easement for all purposes of ingress and egress, as well as the mutual rights to make use of the Common Access Easement for the installation of customary utilities for their mutual convenience and benefit.

2. Declarant, and the subsequent Owners of each lot, their successors, heirs and assigns, shall expressly refer to this Declaration in any deeds conveying title to their lots and shall transfer such title subject to the terms and conditions of this Declaration.

3. The Owners shall keep and maintain the Common Access Easement free from obstruction, and in an open and passable condition at all times and under all conditions, so it can be utilized by ordinary passenger vehicles as well as fire, police, medical, ambulance and any and all other emergency vehicles. The Owners shall complete or permit an annual safety access inspection for fire and emergency services.

4. All decisions for any improvement, maintenance and/or repair of the Common Access Easement, and for the election of a Manager as hereinafter provided, shall be made only upon the majority vote of the Owners. Each lot shall have one vote irrespective of the number of owners of that lot. "Maintenance" shall include, but shall not be limited to, snowplowing, sanding, pavement repairs, ice removal, tree trimming, mowing the shoulders of the road, and cleaning any drainage structures. Owners shall repair any potholes that are three inches in depth or deeper.

5. Any and all expenses for the improvement, maintenance and/or repair of the Common Access Easement shall be borne by the Owners, in the following proportionate shares:

- a. Lot 1: Twenty Five percent (25%) thereof;
- b. Lot 2: Twenty Five percent (25%) thereof;
- c. Lot 3: Twenty Five percent (25%) thereof; and
- d. Lot 4: Twenty Five percent (25%) thereof.

6. The Owners shall meet at least annually to discuss the condition of and the need for improvement, maintenance and/or repair of the Common Access Easement. The Owners may elect a Manager, in the event a majority thereof shall deem it necessary, who will advise them of the condition, and any need for and the expenses of the improvement, maintenance and/or repair of the Common Access Easement. The Manager shall serve for a term of one (1) year or such other term(s) as the Owners by majority vote shall determine. The Manager may also be an Owner. If any improvement, maintenance and/or repair of the Common Access Easement is performed, the Manager shall immediately notify the Owners of the total amount of any invoice(s) and their proportionate share thereof, and the Owners shall immediately deliver payment of the same to the Manager who in turn shall immediately pay the contractor or entity retained to perform such improvement, maintenance and/or repair.

7. In addition to the foregoing, each Owner agrees to indemnify and hold the other Owners and Declarant harmless from any and all liability for injury or damage when such injury

or damage shall result from, arises out of, or be attributable to the use, improvement, repair and/or maintenance conducted pursuant to this Declaration.

8. Unless otherwise agreed by a majority of the Owners, in the event accumulation of snow exceeds three (3) inches in depth (as an average depth), the Manager is authorized to engage a contractor to remove the snow from the Common Access Easement without further consultation with or authorization from the Owners. Notwithstanding the foregoing, irrespective of the depth of the snowfall, the Declarants and all future Owners shall in all seasons and at all times keep said Common Access Easement in a safe and passable condition for police vehicles, firetrucks, ambulances and all other emergency vehicles.

9. If any Owner does not contribute his/her proportionate share of the expenses for the improvement, maintenance and/or repair of the Common Access Easement within ten (10) days of the due date for the same, then such non-compliant Owner shall be liable to the other Owner and shall be obliged to pay interest at a rate of twelve percent (12%) per annum on the unpaid charges, together with all expenses, including reasonable attorney's fees incurred to collect the same whether or not any legal proceeding is commenced. Such non-compliant Owner shall also be liable to the other Owner and subject to an action or actions brought by the other Owner for damages or equity. Nonpayment shall be grounds for filing a lien against the property of offending party.

10. In the event of deadlock between the Owners in reaching a decision on maintenance, improvement and/or repair issues, the Owner of either lot shall be entitled to demand binding arbitration as a remedy. In the event the Owners cannot agree upon an impartial arbitrator, then either may pursue arbitration pursuant to the prevailing and applicable rules of the American Arbitration Administration. The non-prevailing party shall suffer the costs of arbitration, including the reasonable and necessary attorney's fees incurred by the prevailing party.

11. This Declaration shall be recorded and shall be deemed a covenant running with the lands affected hereby and shall inure to the benefit of and be binding upon the Declarant, all Owners, and their successors, heirs and assigns forever.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

Jeffrey Aldrich

STATE OF NEW YORK)
)
) SS.:
COUNTY OF ULSTER)

On the _____ day of _____ in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared Jeffrey Aldrich, 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 the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

50' WIDE PRIVATE ROAD DESCRIPTION

ALL THAT PARCEL OF LAND situate in the Town of Marlborough, County of Ulster and State of New York being designated as "Proposed Private Road" on a map entitled "Map of Subdivision of Lands of Jeffrey Aldrich" filed with the Office of the Ulster County Clerk on _____, 2025 as Filed Map No. 25-_____, said Private Road being more particularly bounded and described as follows:

[Description to be provided]