

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2014182

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF CR 21 (NOXON ROAD) AND CR 49 (TITUSVILLE ROAD) INTERSECTION, TOWN OF LAGRANGE OWNED BY PETER FASCE (PIN #8758.69)

Legislators HUTCHINGS, BOLNER, and MICCIO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of CR 21 (Noxon Road) and CR 49 (Titusville Road) intersection, in the Town of LaGrange, which project (PIN#8758.69) includes the acquisition of portions of certain properties, and

WHEREAS, the subject project has been reviewed under SEQRA and is classified as a Type II action, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property presently owned by Peter Fasce, and

WHEREAS, the acquisition in fee is described as a 193.74 ± square meters (2,085.40± square feet) parcel located at on the west side of CR 21 (Noxon Road) in the Town of La Grange as shown on Dutchess County Acquisition Map No. 57, Parcel No. 119 (fee acquisition), a portion of Tax Grid No. 133400-6360-01-209511-0000, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$20,110.00 plus up to \$1,000 for related expenses, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreement to Purchase Real Property (Fee Acquisition) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$20,110.00 for Fee Acquisition, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-117-14

CAB/ca/R-0907-WW

6/18/14; revised 6/25/14

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 7th day of July 2014, 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 7th day of July 2014.

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 \$ 21,390

Total Current Year Revenue \$ 20,321
and Source

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

Identify Line Items(s):
H0290 5110 3007(3009)

Related Expenses: Amount \$ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$ 20,321

Net County Cost (this year): \$ 1,070
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to the accompanying resolution request form seeking authorization to acquire additional right of way from Peter Fasce under the Eminent Domain Procedure Law, identified on Map 57, Parcels 119, 120, 142, for the project identified as PIN 8758.69 Rehabilitation of CR 21 (Noxon Road) and CR 49 (Titusville Road) Intersection, Town of Lagrange, for the amount of \$20,390.00

Related expenses in the amount of \$1000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

EX. 2929

**AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)**

Project: REHABILITATION OF NOXON ROAD/TITUSVILLE ROAD INTERSECTION
PIN: 8758.69 Map: 57 Parcel: 119

This Agreement by and between PETER FASCE, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 193.74± Square Meter (2085.40± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated December 21, 2006, and recorded on January 24, 2007 as Document #022007626 in the Office of the County Clerk for Dutchess County, New York with the address 330 Noxon Road (Re. Tax map No. 133400-6360-01-209511-0000), and being the same lands designated as Map 57, Parcel 119 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: 1,991.34 s.f. of grass, (2) 12" and under dia. tree, (1) 4" dia. tree, (1) 17" dia. tree, (1) 27" dia. tree, 141.12 s.f. driveway material.
3. **PURCHASE PRICE.** The total purchase price is TWENTY THOUSAND ONE HUNDRED TEN DOLLARS (\$20,110.00). This price includes the acquisition of the above real property in fee as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 6/6/14.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the fee simple acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this fee acquisition as a result of the Rehabilitation of Noxon Road/Titusville Road Intersection Project, PIN 8758.69: Including, but not limited to the following: Noxon Road and its shoulder will be widened, a portion of a closed drainage system will be installed, and the adjacent side slope will be cleared/grubbed and graded to meet with the existing ground and seeded to re-establish a grass surface.

IN WITNESS WHEREOF, on this _____ day of _____, 2014, the parties have entered into this Agreement.

Seller: Peter Fasce
Representative: XXX

By: _____

By: _____

 Printed Name

 Printed Name

 Title

 Title

Witness: _____

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____

Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Carol A. Bogle
 Chief Asst. County Attorney

 Robert H. Balkind, P.E.
 Deputy Commissioner

AGREEMENT TO PURCHASE REAL PROPERTY
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD/TITUSVILLE ROAD INTERSECTION
PIN: 8758.69 Map: 57 Parcel: 120

This Agreement by and between PETER FASCE, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 22.43± Square Meter (241.47± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated December 21, 2006, and recorded on January 24, 2007 as Document #022007626 in the Office of the County Clerk for Dutchess County, New York with the address 330 Noxon Road (Re. Tax map No. 133400-6360-01-209511-0000), and being the same lands designated as Map 57, Parcel 120 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is TWO HUNDREDDOLLARS (\$200.00). This price includes the acquisition of the above real property in temporary easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 6/6/14.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the temporary easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road/Titusville Road Intersection Project, PIN 8758.69: Work area in connection with the rehabilitation of a driveway to meet the proposed roadway edge, as well as grading the side slopes of the driveway to meet the existing ground, seeding to re-establish a grass surface, and placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this _____ day of _____, 2014, the parties have entered into this Agreement.

Seller: Peter Fnsce
Representative: XXX

By: _____

By: _____

 Printed Name

 Printed Name

 Title

 Title

Witness: _____

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____

Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Carol A. Bogle
 Chief Asst. County Attorney

 Robert H. Balkind, P.E.
 Deputy Commissioner

AGREEMENT TO PURCHASE REAL PROPERTY
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD/TITUSVILLE ROAD INTERSECTION
PIN: 8758.69 Map: 57 Parcel: 142

This Agreement by and between PETER FASCE, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 9.17± Square Meter (98.72± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated December 21, 2006, and recorded on January 24, 2007 as Document #022007626 in the Office of the County Clerk for Dutchess County, New York with the address 330 Noxon Road (Re. Tax map No. 133400-6360-01-209511-0000), and being the same lands designated as Map 57, Parcel 142 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is EIGHTY DOLLARS (\$80.00). This price includes the acquisition of the above real property in temporary easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 6/6/14.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. **Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.**
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the temporary easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road/Titusville Road Intersection Project, PIN 8758.69: Work area in connection with the clearing/grubbing and grading of side slopes to meet the existing ground, seeding to re-establish a grass surface and placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this _____ day of _____, 2014, the parties have entered into this Agreement.

Seller: Peter Fasce
Representative: XXX

By: _____

By: _____

 Printed Name

 Printed Name

 Title

 Title

Witness: _____

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____

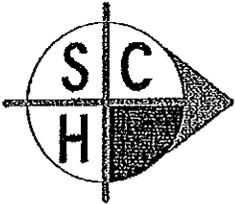
Marcus J. Molinaro
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Carol A. Bogle
Chief Asst. County Attorney

Robert H. Balkind, P.E.
Deputy Commissioner



SUPPORT SERVICES, LLC
RIGHT OF WAY & LAND ACQUISITION SPECIALISTS

March 19, 2014

Mr. Peter Fasce
 330 Noxon Road
 Poughkeepsie, NY 12603

Re: PIN 8758.69
 Dutchess County, Town of LaGrange
 Rehabilitation of Noxon Road-NYS Route 55 to Titusville Road
 Noxon and Titusville Road Intersection Improvements
 330 Noxon Rd
 Map 57, Parcel 119-120, 142

Dear Mr. Fasce,

Dutchess County is now taking steps to acquire the property for the public improvement project, as referenced above.

This letter is the official offer for the acquisition on your property, which is required to accommodate the construction of the Noxon Road rehabilitation project and includes upgrades at the intersection of Noxon and Titusville.

The offer amount has been developed utilizing accepted appraisal standards by New York State certified appraisers. The County works under a single offer system by law. In accordance with that, we have provided you with the amount of the highest approved appraisal which represents *just compensation* and includes the value of the interest to be acquired, improvements, if any, and any severance damages that may be caused to your remaining holdings.

The offer of just compensation for the acquisition(s) of Map 57 is \$ 20,390 . A copy of the map is enclosed, which has a description of the area(s) and the real estate interest(s) to be acquired.

The following is a summary of the offer:

1. Value of land and improvements, if any, to be acquired in FEE:	\$ <u>8,807.89</u>
2. Loss in value to your remaining property (Indirect damages)	\$ <u>11,297.34</u>
3. Cost to Cure	\$ <u>N/A</u>
4. Value of permanent easement on Parcel	\$ <u>N/A</u>
5. Expected temporary easement dates <u>6/14</u> to <u>6/17</u>	<u>3</u> (years)
6. Total Temporary Easement Compensation	\$ <u>279.08</u>

Total Offer of Just Compensation	\$ <u>20,384.31</u>
Total Offer of Just Compensation (Rounded to nearest \$10)	\$ <u>20,390.00</u>

The Improvements Included in No.1 are: Removal of 1,991.34 s.f. of grass, (2) 12" and under dia Trees, (1) 4" dia Tree, (1) 17" dia Tree, (1) 27" dia Tree, and 141.12 s.f. driveway material.

Enclosed you will find three Agreements to Purchase Real Property—two copies of which are required for processing. They should be signed, witnessed and returned to our office for submission to the County. The title search on your property, which was completed as a requirement for the project, documents an open mortgage Nationstar Mortgage, LLC. As part of the closing documents being required by the County Attorney, a Partial Release from this financial institution will be needed to insure that they will not be requesting any of the compensation to be paid to you. Please find that release enclosed. In addition, there is a matter of a federal tax lien as well as two judgments, one from Vassar Brothers Medical Center, and another from Ford Motor Credit Co., LLC. These will all need to be addressed before compensation can occur.

You may accept the offer as payment in full, or you may elect to accept the offer as an advance payment. Such election shall allow you to claim additional compensation and is not conditioned on a waiver of any other rights. However, your failure to file a claim within the time frame specified, as provided for under the Eminent Domain Procedure Law, shall be considered an acceptance of the advance payment as full settlement of such claim.

Upon receipt of the executed documents, the payment process through the County will be advanced and a closing will be scheduled, where the deed will be executed and payment will be finalized.

I will be personally contacting you in the very near future to review the offer package and provide any additional information which may assist you through the acquisition process. However, if you have any questions prior to my contact, please do not hesitate to call the office or email at Lindsay@sch-support.com or Sue Hicks at Sue@sch-support.com.

Sincerely,

Lindsay Scholl
Owner/Project Manager

Enclosures—3 Purchase Agreement (2 copies), 1 Mortgage Release, W-9 form for County's payment process, Map 57