

PUBLIC WORKS & CAPITAL PROJECTS
REVISED 9/3/14

RESOLUTION NO. 2014231

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF NOXON ROAD, CR 21 AND TITUSVILLE ROAD, CR 49 INTERSECTION TOWN OF LAGRANGE OWNED BY GTY NY LEASING, INC. (PIN 8758.69)

Legislators HUTCHINGS, MICCIO, SAGLIANO, and JETER-JACKSON offers the following and moves its adoption:

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

WHEREAS, a Negative declaration was approved and adopted by this Legislature on December 8, 2008 under Resolution No. 208403 with the Department of Public Works having determined that the improvement project is an Unlisted Action under SEQRA, 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 GTY NY Leasing, Inc., and

WHEREAS, the property to acquire in fee is a 102.38 ± square meters (1,101.96± square feet) parcel located at the intersection of Noxon Road, CR 21 and Titusville Road, CR 49 in the Town of La Grange as shown on Dutchess County Acquisition Map No. 62, Parcel No. 130 (fee acquisition) a portion of Tax Grid No. 133400-6360-03-241471-0000, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property owned by GTY NY Leasing, Inc. be purchased for the sum of \$6,650.00 plus up to \$1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now therefore

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 \$6,650.00 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-158-14(a)

CAB/ca/R-0907-AAA

8/14/14; revised 9/3/14

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 8th day of September 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 8th day of September 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 \$ 7,650

Total Current Year Revenue \$ 7,268
and Source

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

Identify Line Items(s):
H02905110.3009

Related Expenses: Amount \$ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$7,268

Net County Cost (this year): \$382
Over Five Years: _____

Additional Comments/Explanation:

This fiscal impact statement pertains to the request for authorization to acquire in fee a 102.38+/- square meter (1,101.96 +/- square foot) parcel from GTY NY Leasing, Inc. for a consideration of \$6,650.00.

The total current year cost includes \$1000 in related expenses.

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: 62 Parcel: 130

This Agreement by and between GTY NY LEASING INC, 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 102.38± Square Meter (1101.96± 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 January 13, 2011, and recorded on January 27, 2011 as Document #022011433 in the Office of the County Clerk for Dutchess County, New York with the address 298 Titusville Road (Re. Tax map No. 133400-6360-03-241471-0000), and being the same lands designated as Map 62, Parcel 130 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: Removal of 7 medium sized shrubs and (1) 8" diameter decorative maple.
3. **PURCHASE PRICE.** The total purchase price is SIX THOUSAND SIX HUNDRED FIFTY Dollars (\$6,650.00). 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 12/5/14.
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: a portion of new curb and sidewalk will be installed and the adjacent side slope will be graded to meet with the existing ground and seeded to re-establish a grass surface, and closed drainage will be installed.

IN WITNESS WHEREOF, on this 2 day of September, 2014, the parties have entered into this Agreement.

Seller: GTY NY Leasing, Inc.
~~Representative: Scott Parker~~

By: [Signature]

Joshua Dicker
 Printed Name

Senior Vice President
 Title

Witness: [Signature]

By: _____

 Printed Name

 Title

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: 62 Parcel: 131

This Agreement by and between GTY NY LEASING INC, 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 61.52± Square Meter (662.24± 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 January 13, 2011, and recorded on January 27, 2011 as Document #022011433 in the Office of the County Clerk for Dutchess County, New York with the address 298 Titusville Road (Re. Tax map No. 133400-6360-03-241471-0000), and being the same lands designated as Map 62, Parcel 131 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 ONE THOUSAND TWENTY-FIVE Dollars (\$1,025.00). 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 12/5/14.
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: Removing/replacing portions of concrete curb, the rehabilitation of a driveway to meet the proposed edge of Titusville Road, grading the side slopes adjacent to the driveway to meet the existing ground and seeding to re-establish a grass surface.

IN WITNESS WHEREOF, on this 2 day of September, 2014, the parties have entered into this Agreement.

Seller: GTY NY Leasing, Inc.
~~Representative: Scott Parker~~

By: [Signature]
Joshua Dicker
 Printed Name
Senior Vice President
 Title

By: _____

 Printed Name

 Title

Witness: [Signature]

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: 62 Parcel: 132

This Agreement by and between GTY NY LEASING INC, 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 165.10± Square Meter (1777.09± 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 January 13, 2011, and recorded on January 27, 2011 as Document #022011433 in the Office of the County Clerk for Dutchess County, New York with the address 298 Titusville Road (Re. Tax map No. 133400-6360-03-241471-0000), and being the same lands designated as Map 62, Parcel 132 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 THOUSAND SEVEN HUNDRED FORTY-FIVE Dollars (\$2,745.00). 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 12/5/14.
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: Removing/replacing portions of concrete curb, the rehabilitation of a driveway to meet the proposed edge of Noxon Road, grading the side slopes adjacent to the driveway to meet the existing ground and seeding to re-establish a grass surface.

IN WITNESS WHEREOF, on this 2 day of September, 2014, the parties have entered into this Agreement.

Seller: GTY NY Leasing, Inc.

~~Representative: Scott Parker~~

By: _____

Joshua Dicker

Printed Name

Senior Vice President

Title

By: _____

Printed Name

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



'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 62
 PARCEL NO. 130,131,132
 SHEET 1 OF 3

REHABILITATION OF NOXON ROAD (CR 213)
 AND TITUSVILLE ROAD (CR 49) INTERSECTION

PTN 8758.69

Originals of this map (sheets 1 and 3)
 are on file at the offices of the Dutchess
 County Department of Public Works

GTY NY LEASING INC.
 (REPUTED OWNER)
 L.22011 P.433

GRID
 NORTH

ACQUISITION DESCRIPTION:
 Types: FEE, I.E.
 Portion of Real Property Tax
 Parcel ID No.
 133400-6360-03-241471-0000

Town of LaGrange
 County of Dutchess
 State of New York

REPUTED OWNER:
 GTY NY Leasing, Inc.
 298 Titusville Road
 Poughkeepsie, NY 12603

TE
(M62)
(P131)
 GTY NY LEASING INC.
 (REPUTED OWNER)
 298 TITUSVILLE ROAD
 61.62 SQ. METER +/-
 682.24 SQ. FT +/-

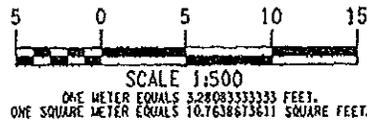
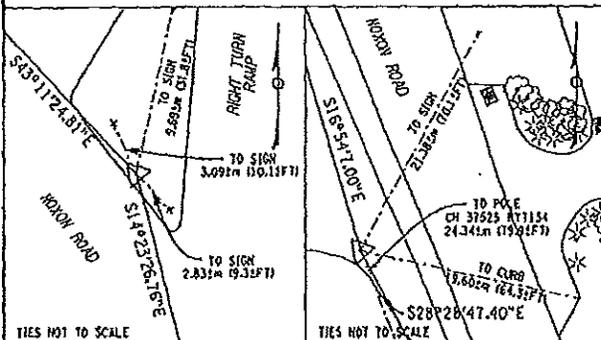
JOSEPH L DAUBMAN
& PAUL L DNJBMAN
 (REPUTED OWNERS)
 294 TITUSVILLE ROAD

FEE
(M62)
(P130)
 GTY NY LEASING INC.
 (REPUTED OWNER)
 298 TITUSVILLE ROAD
 102.38 SQ. METER +/-
 1101.86 SQ. FT +/-

TE
(M62)
(P132)
 GTY NY LEASING INC.
 (REPUTED OWNER)
 298 TITUSVILLE ROAD
 165.10 SQ. METER +/-
 1777.09 SQ. FT +/-

MID-HUDSON CATSKILL
 RURAL/MIGRANT MINISTRY, INC.
 (REPUTED OWNER)

360 NOXON ROAD



STA. 3+744.283 (10+160.117) R-22(13) PK N: 313997.597m E: 204273.954m	STA. 3+867.769 R-24 SPK N: 313870.476m E: 204306.395m
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MAP NUMBER 62
 REVISED DATE 4/13/12 8/27/12 11/21/12
 DATE PREPARED 4/13/12



'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS.

MAP NO. 62
 PARCEL NO. 130,131,132
 SHEET 2 OF 3

REHABILITATION OF HOXON ROAD (CR 21)
 AND TITUSVILLE ROAD (CR 49) INTERSECTION

PIN 8758.69

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition and temporary easement for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL 130, A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE REHABILITATION OF THE INTERSECTION OF COUNTY ROUTE 21 (HOXON ROAD) AND COUNTY ROUTE 49 (TITUSVILLE ROAD) FOR THE HOXON ROAD/TITUSVILLE ROAD INTERSECTION IMPROVEMENTS PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: A PORTION OF NEW CURB AND SIDEWALK WILL BE INSTALLED AND THE ADJACENT SIDE SLOPE WILL BE GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE, AND CLOSED DRAINAGE WILL BE INSTALLED; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD), SAID POINT BEING DISTANT 3.641m MEASURED AT RIGHT ANGLES FROM STATION 3+821.4261 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (HOXON ROAD); THENCE THROUGH THE LANDS OF GTY NY LEASING INC. (REPUTED OWNER) NORTH 25°59'10.03" WEST A DISTANCE OF 12.202m (40.02FT) TO A POINT, SAID POINT BEING DISTANT 6.092m MEASURED AT RIGHT ANGLES FROM STATION 3+809.4782 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 19°40'44.93" WEST A DISTANCE OF 17.472m (57.31FT) TO A POINT, SAID POINT BEING DISTANT 7.702m MEASURED AT RIGHT ANGLES FROM STATION 3+792.0832 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 19°40'44.93" WEST A DISTANCE OF 26.452m (86.77FT) TO A POINT, SAID POINT BEING DISTANT 8.532m MEASURED AT RIGHT ANGLES FROM STATION 3+783.1432 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 35°6'28.35" WEST A DISTANCE OF 10.022m (32.92FT) TO A POINT, SAID POINT BEING DISTANT 12.072m MEASURED AT RIGHT ANGLES FROM STATION 3+773.7652 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 80°44'11.92" WEST A DISTANCE OF 12.812m (42.02FT) TO A POINT, SAID POINT BEING DISTANT 23.812m MEASURED AT RIGHT ANGLES FROM STATION 3+768.6262 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 72°30'28.90" WEST A DISTANCE OF 14.903m (48.92FT) TO A POINT, SAID POINT BEING DISTANT 38.692m MEASURED AT RIGHT ANGLES FROM STATION 3+769.4322 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 16°44'17.75" WEST A DISTANCE OF 1.082m (3.52FT) TO A POINT, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 49 (TITUSVILLE ROAD), SAID POINT ALSO BEING DISTANT 38.732m MEASURED AT RIGHT ANGLES FROM STATION 3+768.3522 OF SAID BASELINE; THENCE ALONG SAID BOUNDARY NORTH 73°40'16.44" EAST A DISTANCE OF 22.442m (73.62FT) TO A POINT, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 49 (TITUSVILLE ROAD) AND THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD), SAID POINT ALSO BEING DISTANT 15.302m MEASURED AT RIGHT ANGLES FROM STATION 3+767.5932 OF SAID BASELINE; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD) SOUTH 54°41'37.12" EAST A DISTANCE OF 12.902m (42.32FT) TO A POINT, SAID POINT BEING DISTANT 7.962m MEASURED AT RIGHT ANGLES FROM STATION 3+771.4332 OF SAID BASELINE; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD) SOUTH 20°0'7.12" EAST A DISTANCE OF 44.202m (145.02FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 102.382 SQUARE METERS (1101.962 SQUARE FEET) MORE OR LESS.

PARCEL 131, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF REMOVING/REPLACING PORTIONS OF CONCRETE CURB, THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED EDGE OF TITUSVILLE ROAD, GRADING THE SIDE SLOPES ADJACENT TO THE DRIVEWAY TO MEET THE EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE, ALONG COUNTY ROUTE 49 (TITUSVILLE ROAD) FOR THE HOXON ROAD/TITUSVILLE ROAD INTERSECTION IMPROVEMENTS PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 49 (TITUSVILLE ROAD), SAID POINT BEING DISTANT 51.392m MEASURED AT RIGHT ANGLES FROM STATION 3+768.7712 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (HOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 73°42'49.09" EAST A DISTANCE OF 12.662m (41.52FT) TO A POINT, SAID POINT BEING DISTANT 38.732m MEASURED AT RIGHT ANGLES FROM STATION 3+768.3522 OF SAID BASELINE; THENCE THROUGH LANDS OF GTY NY LEASING INC. (REPUTED OWNER) SOUTH 16°44'17.75" EAST A DISTANCE OF 1.082m (3.52FT) TO A POINT, SAID POINT BEING DISTANT 38.692m MEASURED AT RIGHT ANGLES FROM STATION 3+769.4322 OF SAID BASELINE; THENCE THROUGH SAID LANDS NORTH 72°30'28.90" EAST A DISTANCE OF 3.512m (11.52FT) TO A POINT, SAID POINT BEING DISTANT 35.182m MEASURED AT RIGHT ANGLES FROM STATION 3+769.2422 OF SAID BASELINE; THENCE THROUGH SAID LANDS SOUTH 15°14'18.40" EAST A DISTANCE OF 3.162m (10.42FT) TO A POINT, SAID POINT BEING DISTANT 35.132m MEASURED AT RIGHT ANGLES FROM STATION 3+772.4022 OF SAID BASELINE; THENCE THROUGH SAID LANDS SOUTH 74°43'9.25" WEST A DISTANCE OF 16.202m (53.12FT) TO A POINT, SAID POINT BEING DISTANT 51.332m MEASURED AT RIGHT ANGLES FROM STATION 3+772.6542 OF SAID BASELINE; THENCE THROUGH SAID LANDS NORTH 15°14'18.40" WEST A DISTANCE OF 3.882m (12.72FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 61.522 SQUARE METERS (662.242 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 131, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

MAP NUMBER 62
 REVISED DATE 4/13/12 8/27/12 11/21/12
 DATE PREPARED 4/13/12



'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS

MAP NO. 62
 PARCEL NO. 130,131,132
 SHEET 3 OF 3

REHABILITATION OF NOXON ROAD (CR 21)
 AND TITUSVILLE ROAD (CR 49) INTERSECTION

PI# 8758.69

PARCEL 132, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF REMOVING/REPLACING PORTIONS OF CONCRETE CURB, THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED EDGE OF NOXON ROAD, GRADING THE SIDE SLOPES ADJACENT TO THE DRIVEWAY TO MEET THE EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE, ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD/TITUSVILLE ROAD INTERSECTION IMPROVEMENTS PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF CITY NY LEASING INC. (REPUTED OWNER) TO THE NORTH AND LANDS OF MID-HUDSON CATSKILL RURAL/MIGRANT MINISTRY, INC. (REPUTED OWNER) TO THE SOUTH, SAID POINT BEING DISTANT 2.47±m MEASURED AT RIGHT ANGLES FROM STATION 3+838.763± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE SOUTH 74°13'29.97" WEST A DISTANCE OF 3.34±m (11.0±FT) TO A POINT, SAID POINT BEING DISTANT 5.81±m MEASURED AT RIGHT ANGLES FROM STATION 3+838.697± OF SAID BASELINE; THENCE THROUGH LANDS OF CITY NY LEASING INC. (REPUTED OWNER) NORTH 22°19'50.90" WEST A DISTANCE OF 28.72±m (94.2±FT) TO A POINT, SAID POINT BEING DISTANT 9.23±m MEASURED AT RIGHT ANGLES FROM STATION 3+810.495± OF SAID BASELINE; THENCE THROUGH SAID LANDS NORTH 19°51'31.00" WEST A DISTANCE OF 18.24±m (59.8±FT) TO A POINT, SAID POINT BEING DISTANT 10.97±m MEASURED AT RIGHT ANGLES FROM STATION 3+792.333± OF SAID BASELINE; THENCE THROUGH SAID LANDS NORTH 71°14'28.86" EAST A DISTANCE OF 3.28±m (10.7±FT) TO A POINT, SAID POINT BEING DISTANT 7.70±m MEASURED AT RIGHT ANGLES FROM STATION 3+792.083± OF SAID BASELINE; THENCE THROUGH SAID LANDS SOUTH 19°40'44.93" EAST A DISTANCE OF 17.47±m (57.3±FT) TO A POINT, SAID POINT BEING DISTANT 6.09±m MEASURED AT RIGHT ANGLES FROM STATION 3+809.478± OF SAID BASELINE; THENCE THROUGH SAID LANDS SOUTH 25°59'10.03" EAST A DISTANCE OF 12.20±m (40.0±FT) TO A POINT, SAID POINT BEING DISTANT 3.64±m MEASURED AT RIGHT ANGLES FROM STATION 3+821.426± OF SAID BASELINE; THENCE THROUGH SAID LANDS SOUTH 20°07'.12" EAST A DISTANCE OF 17.52±m (57.4±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 165.10± SQUARE METERS (1777.09± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 132, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
 BEGINNING AT STATION 3+744.283, THENCE SOUTH 14°23'26.76" EAST TO STATION 3+826.279, THENCE SOUTH 16°54'7.00" EAST TO STATION 3+867.769; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

MAP NUMBER 62
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I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date Dec. 16 2012
Robert H. Bakind

Robert H. Bakind, P.E.
 Acting Commissioner of Public Works

Recommended by:
 Date December 13 2012

Gregory V. Bentley
 Gregory V. Bentley, P.E.
 Director of Engineering

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date 12/4 2012



Edward T. Gannon
 EDWARD T. GANNON, Licensed Land Surveyor
 P.S. License No. 49907

ESP- SELLS
 555 PLEASANTVILLE ROAD
 BRIARCLIFF MANOR, NY 10510

RESOLUTION NO. 208403

RE: ENVIRONMENTAL FINDINGS FOR THE RESURFACING, RESTORATION AND REHABILITATION OF APPROXIMATELY 2.91 KILOMETERS (1.8 miles ±) OF NOXON ROAD (CR 21) BETWEEN NYS ROUTE 55 AND TITUSVILLE ROAD (CR 49) (PIN 8755.41) AND THE REHABILITATION OF THE NOXON ROAD/TITUSVILLE RD. INTERSECTION (PIN 8758.69) WITHIN THE TOWN OF LAGRANGE, DUTCHESS COUNTY NEW YORK

Legislators KELLER-COFFEY, MANSFIELD, McCABE, and SEARS offer the following and move its adoption:

WHEREAS, Dutchess County has established itself as Lead Agency in a companion resolution in accordance with 6 NYCRR 617.6, and

WHEREAS, the Department of Public Works as has prepared a Full Environmental Assessment Form (EAF) in connection the resurfacing, restoration and rehabilitation of approximately 2.91 kilometers (1.8 miles ±) of Noxon Rd. (CR 21) between NYS Route 55 and Titusville Rd. (CR 49) and as a result has found no significant impacts on the environment would potentially occur as a result of this project, and

WHEREAS, a true copy of the EAF and Negative Declaration are annexed hereto, and

WHEREAS, the Department of Public Works has determined that the rehabilitation of the Noxon Rd./Titusville Rd. intersection is a Type II action under the State Environmental Quality Review Act (SEQRA) and that no further action is required, 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, now therefore, be it

RESOLVED, that the Legislature approves and adopts the attached Negative Declaration for the resurfacing, restoration and rehabilitation of approximately 2.91 kilometers (1.8 miles ±) of Noxon Rd. (CR 21) between NYS Route 55 and Titusville Rd. (CR 49) in accordance with 6 NYCRR 617.6, including the acquisition of portions of certain properties in the Town of LaGrange, and be it further

RESOLVED, the attached Negative Declaration is to be filed and published in accordance with 6 NYCRR 617.12.

CA-231-08 CAB/ca/G-1461 11/14/08 Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of December, 2008, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

DATE December 17, 2008

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December, 2008.

BARBARA HUGO, CLERK OF THE LEGISLATURE