

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2015031

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM JAMES & MARIA CRISTINA RAMOS FOR REHABILITATION OF BRIDGE E-9 (BIN 3343120) COUNTY ROUTE 31 (PALEN ROAD) OVER FISHKILL CREEK, TOWN OF EAST FISHKILL (PIN 8757.27)

Legislators HUTCHINGS, BOLNER, BORCHERT, MICCIO, WEISS, FARLEY, and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the rehabilitation of Bridge E-9 (BIN 3343120) County Route 31 (Palen Road) over the Fishkill Creek located in the Town of East Fishkill, Dutchess County, which project includes the acquisition of a portion of a certain real property, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQR") and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said bridge, it is necessary to acquire in fee a portion of property presently owned by James Ramos and Maria Cristina Ramos, and

WHEREAS, the acquisitions in fee is a portion of parcel number 132800-6457-03-005258-0000 described as 1,185 square feet more or less shown on Map No. 1, Parcel No. 1 a copy of which is annexed hereto, 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 \$5,075.00 plus up to \$1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive or his designee 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 upon 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 \$5,075.00 for Fee Acquisitions in accordance with the agreement to purchase, 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-020-15

CAB/ca/kvh

R-0945-A

1/15/15

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 9th day of February, 2015, 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 9th day of February, 2015.

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 \$ 6,075

Total Current Year Revenue \$ 5,771
and Source

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

Identify Line Items(s):

H 0289, 5120, 3450, 213

Related Expenses: Amount \$ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$ 5,771

Net County Cost (this year): \$ 304
Over Five Years: _____

Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in fee a 110.1+/- Square Meter (1,185+/- Square Foot) parcel from James Ramos and Maria Cristina Ramos for a consideration of \$5,075.00, identified on Map 1, Parcel 1, in connection with the project identified as PIN 8757.27 - Rehabilitation of Bridge E-9 (BIN 3343120) County Route 31 (Palen Road) Over Fishkill Creek, Town of East Fishkill, Dutchess County.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

EX. 2929

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 31 (Palen Rd.) over Fishkill Creek PIN: 8757.27 Map No(s): 1 Parcel(s): 1

This Agreement by and between JAMES RAMOS and MARIA CHRISTINA RAMOS hereinafter referred to as "Seller", and DUTCHESS COUNTY hereinafter referred to as "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 1,185± square feet of real property
 a permanent easement to ± square feet of real property
 a temporary easement to ± square feet of real property

Located at 42 Palen Road, Town of East Fishkill, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated September 22, 2004, and recorded November 3, 2004 as Document No. 02 2004 11786 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. 6457-03-005258), and being the same lands designated as parcel 1 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: Asphalt drive (320 sq. ft) and 5 trees.
3. PURCHASE PRICE. The total purchase price is FIVE THOUSAND SEVENTY FIVE AND 00/100 DOLLARS (\$5,075.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
4. PAYMENT. All by check at closing.
5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for years.
7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described 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.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee-simple and/or permanent easement to 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.

9. 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 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.
10. 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.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. 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.
13. ADDENDA. The following Addenda are incorporated into this agreement:
 Cost to Cure Other _____

IN WITNESS WHEREOF, on this 9th day of January, 2015, the parties have entered into this Agreement.

Witness: _____

[Signature]

James Ramos
James Ramos
Date: January 8, 2015

Witness: _____

[Signature]

Maria Christina Ramos
Maria Christina Ramos
Date: January 8, 2015

DUTCHESS COUNTY

Witness: _____

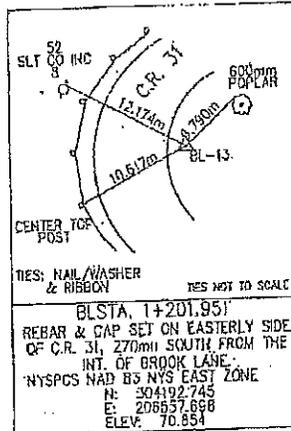
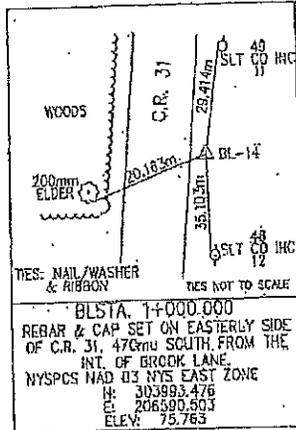
By: _____
Print Name:
Title:

(12)

COUNTY ROUTE 31
PALEN ROAD

COUNTY OF DUTCHESS
ACQUISITION MAP
PIN 875727

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 3 SHEETS



All that piece or parcel of property hereinafter designated as Parcel No. 1, situate in the Town of East Fishkill, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the easterly road boundary of County Route 31, Palen Road at its intersection with the division line between the property of James Ramos and Maria Christina Ramos (reputed owners) on the south and the property of the Town of Fishkill (reputed owner) on the north, said point being 5.9± meters distant easterly measured at right angles, from station 1+130.0± of the hereinafter described survey baseline for the reconstruction of a portion of County Route 31, Palen Road;

thence northerly along said division line a distance of 3.4± meters (11± feet) to point, said point being 8.0± meters distant easterly measured at right angles, from station 1+132.8± of the aforementioned survey baseline;

thence through the property of James Ramos and Maria Christina Ramos (reputed owners) the following four (4) courses and distances:

- 1) S 20°17'49" E, a distance of 20.4± meters (67± feet) to a point, said point being 11.84± meters distant easterly measured at right angles, from station 1+112.783 of the said survey baseline;
- 2) S 62°47'27" E, a distance of 4.957 meters (16.29 feet) to a point, said point being 15.804 meters distant easterly measured at right angles, from station 1+109.790 of the said survey baseline;
- 3) S 45°58'43" E, a distance of 17.421 meters (57.16 feet) to a point, said point being 15.995 meters distant easterly measured at right angles, from station 1+092.370 of the said survey baseline;
- 4) S 73°55'02" W, a distance of 3.0± meters (10± feet) to a point on the easterly boundary of the aforementioned County Route 31, Palen Road, said point being 15.0± meters distant easterly measured at right angles from station 1+092.0± of the aforementioned survey baseline;

Thence northerly along said road boundary a distance of 39.1± meters (128± feet) to the Point of Beginning, said parcel being 110.1± Square Meters or 1185± Square Feet more or less.

COUNTY ROUTE 31
PALEN ROAD

COUNTY OF DUTCHESS
ACQUISITION MAP
PIN 075727

MAP NO. 1
PARCEL NO. 1
SHEET 3 OF 3 SHEETS

The survey baseline is a portion of the 2005 Survey Baseline for the reconstruction of a portion of County Route 31, Palen Road Over Fishkill Creek, as shown on the map and described as follows:

Beginning at station 1+000.000; thence North 09°20'55" West to station 1+201.951.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

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

Date _____, 20__

Dutchess County



"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 is an accurate description and map made from an accurate survey, prepared under my direction.

Date JULY 16, 2014

Anthon A. Bush
ANTHON A. BUSH, Land Surveyor
P.L.S. License No. 050344
SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, P.C.

MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS
FROM
JAMES RAMOS
MARIA CRISTINA RAMOS
(REPUTED OWNERS)
FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 31, PALEN ROAD

FILE NAME = 075727.dwg, 07/16/14

McKinney's Consolidated Laws of New York Annotated
Environmental Conservation Law (Refs & Annos)
Chapter 43-B. Of the Consolidated Laws (Refs & Annos)
Article 8. Environmental Quality Review (Refs & Annos)

McKinney's ECL § 8-0101

§ 8-0101. Purpose

Currentness

It is the purpose of this act¹ to declare a state policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and enhance human and community resources; and to enrich the understanding of the ecological systems, natural, human and community resources important to the people of the state.

Credits

(Added L.1975, c. 612, § 1.)

Notes of Decisions (197)

Footnotes

1 This Article.

McKinney's E. C. L. § 8-0101, NY ENVIR CONSER § 8-0101

Current through L.2014, chapters 1 to 550.

End of Document

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