

RESOLUTION NO. 2015034

RE: AUTHORIZING A PERMANENT EASEMENT FROM THE TOWN OF EAST FISHKILL FOR REHABILITATION OF BRIDGE E-9 (BIN3343120) COUNTY ROUTE 31 (PALEN ROAD) OVER FISHKILL CREEK, TOWN OF EAST FISHKILL, DUTCHESS COUNTY (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 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, which project includes the acquisition and/or permanent easement of portions of certain properties, 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 ("SEQRA"), 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 a permanent easement of a portion of property presently owned by the Town of East Fishkill, and

WHEREAS, the acquisition of a permanent easement is a portion of parcel number 132800-6357-04-976252-0000, described as 390 square feet more or less as shown on Map No. 2, Parcel No. 2, a copy of which is annexed hereto, and

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

WHEREAS, the Town of East Fishkill has indicated that it will donate the subject property to the County, the Commissioner of Public Works has recommended that the donation be accepted from the Town of East Fishkill and that the terms and conditions of the Agreements be carried forth, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreement to Purchase Real Property (Permanent Easement) 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 an easement/deed to the aforementioned land, which shall include the terms and conditions of the Agreement to

Purchase Real Property (Permanent Easement), and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the donation be accepted by the County for the Permanent Easement, 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 (Permanent Easement) be carried out by the Dutchess County Department of Public Works.

CA-025-15

CAB/kvh/R-0945-B

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 \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire a permanent easement to a 36.2+/- Square Meter (390+/- Square Foot) parcel donated by the Town of East Fishkill, identified on Map 2, Parcel 2, 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.

Prepared by: Matthew W. Davis

EX. 2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 31 (Palen Rd.) over Fishkill Creek PIN: 8757.27 Map No(s): 2 Parcel(s): 2

This Agreement by and between TOWN OF EAST FISHKILL 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 ± square feet of real property
  - a permanent easement to 390± square feet of real property
  - a temporary easement to ± square feet of real property

Located at 39 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 March 15, 1983, and recorded March 30, 1983 in Liber 1598 at Page 358 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. 6357-04-976252), and being the same lands designated as parcel 2 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 DOLLAR PAYMENT WAIVED and 00/100 DOLLARS (\$0.00). 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. N/A.
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 11<sup>th</sup> day of December, 2014, the parties have entered into this Agreement.

TOWN OF EAST FISHKILL

Witness: \_\_\_\_\_

*[Handwritten Signature]*

By: \_\_\_\_\_

*[Handwritten Signature]*

Date: \_\_\_\_\_

December 11, 2014

DUTCHESS COUNTY

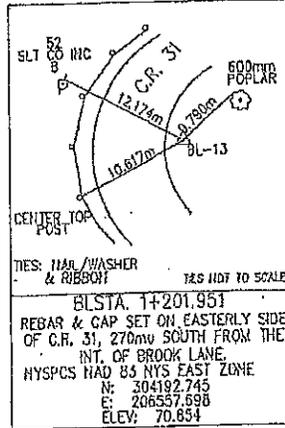
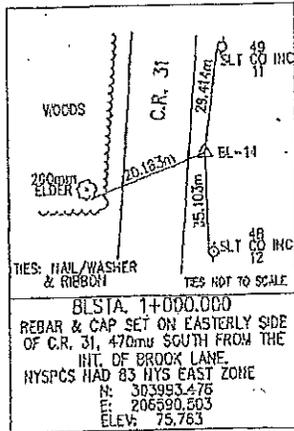
Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





PERMANENT EASEMENT FOR STREAM BANK PROTECTION SYSTEM

A permanent easement to be exercised in, on and over the property above delineated for the purpose of constructing, reconstructing and maintaining thereon a stream bank protection system, together with appurtenances in and to all that piece or parcel of property designated as Parcel No. 1, 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 the Town of East Fishkill (reputed owner) on the north and the property of James Ramos and Maria Christina Ramos (Reputed Owners) on the south, 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 N 20°17'49" W through the property of the Town of East Fishkill (reputed owner), a distance of 12.5± meters (41± feet) to a point on the easterly boundary of the aforementioned County Route 31, Palen Road, said point being 5.6± meters distant easterly measured at right angles, from station 1+145.1± of the said survey baseline;

thence southwesterly along said road boundary a distance of 4.7± meters (15± feet) to an angle point, said point being 3.0± meters distant easterly measured at right angles, from station 1+141.2± of the said survey baseline;

thence southerly along said road boundary a distance of 11.5± meters (38± feet) to the Point of Beginning, said parcel being 36.2± Square Meters or 390± Square Feet more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as parcel No. 2, and such owner's successors or assigns, the right 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 or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

COUNTY ROUTE 31  
PALEN ROAD

COUNTY OF DUTCHESS  
ACQUISITION MAP  
PIN 876727

MAP NO. 2  
PARCEL NO. 2  
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

*Armon A. Bush*  
Armon 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 AS A PERMANENT EASEMENT  
BY THE COUNTY OF DUTCHESS

FROM  
TOWN OF EAST FISHKILL  
( REPUTED OWNER )

FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 31, PALEN ROAD

FILE NAME = 876727.mxd - 8/10/14

STATEMENT OF DONATION

Reputed Property Owner

Name: Town of East Fishkill  
330 Route 376  
Hopewell Junction, NY 12533

Project Name: CR 31 (Palen Rd.) over Fishkill  
Creek

Pin#: 8757.27

County: Dutchess

Map # 2, Parcel 2  
(or Property Description)

In order to advance the above reference project, the Town of East Fishkill, as the owner(s) of property needed to construct this project, recognize the special benefits that will accrue as a result of the construction of this project and do hereby agree to donate to Dutchess County that property necessary for the construction of the subject property as identified above.

We have been fully informed of the right to receive just compensation for the permanent easement of 390± square feet of the property and do herewith waive the right of just compensation, provided that portion not required for permanent right-of-way will be returned upon completion of the project.

We hereby agree to grant and/or release to Dutchess County and/or its agents, and contractors the right of entry and occupation of sufficient lands required for the project.

We have been fully informed of our right to an appraisal by a qualified appraiser and herewith waive the right to same.

I/we hereby waive the right to an appraisal.

I/we do NOT waive the right to an appraisal.

TOWN OF EAST FISHKILL

DATE December 11, 2014

By: [Signature]

Print Name: John Hellman

Print Title: Town Supervisor

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 act<sup>1</sup> 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.

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