

RESOLUTION NO. 2015180

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT OF REAL PROPERTY FOR A SECTION OF THE NORTH SIDE OF HIBERNIA ROAD, TOWN OF CLINTON, FROM JUSTIN WODDIS AND LAUREN FRITSCH

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

WHEREAS, the Department of Public Works has proposed the improvement of a section of the north side of Hibernia Road, in the Town of Clinton, which project includes the acquisition of a permanent easement of a 674+/- square foot parcel, Parcel Identification Number 132400-6566-00-658121-0000, to facilitate the construction, reconstruction and continued maintenance of Bridge C-31 on Hibernia Road over Wappinger Creek, Town of Clinton; 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, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Department of Public Works has made a determination that in order to rehabilitate Bridge C-31, it is necessary to acquire a permanent easement on a portion of property presently owned by Justin Woddiss and Lauren Fritsch, and

WHEREAS, a proposed Agreement to Purchase Real Property (Permanent Easement) between the County and the property owners is annexed hereto, and

WHEREAS, the property is described as a 674+/- square foot parcel, Parcel Identification Number 132400-6566-00-658121-0000, more or less as shown on Map 2, Parcel 3, a copy of which is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, permanent easement, be purchased for the sum of \$1,300.00, plus up to \$1,000.00 in related expenses; therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the property described in the Agreement, in the Town of Clinton, will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property (Permanent Easement) in substantially the same form

as annexed hereto along with any other necessary 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 (Permanent Easement), and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the appropriate transfer tax and filing fees for such conveyance and record the deed.

CA-109-15

CAB/sjm/R-0957-B

6/10/15

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 13<sup>th</sup> day of July 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 13<sup>th</sup> day of July 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 \$ 2,300

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 \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

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

Net County Cost (this year): \$2,300  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

BRIDGE C-31 REHABILITATION, HIBERNIA ROAD OVER WAPPINGER CREEK, TOWN OF CLINTON

This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire a permanent easement to a 674+- square foot parcel from Justin Woddls and Lauren Fritsch for a consideration of \$1,300.00. This parcel is located on the north side of Hibernia Road in the Town of Clinton, identified as parcel identification number 132400-6566-00-658121-0000.

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

Prepared by: Matthew W. Davis 2929

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge C-31 Rehabilitation or Replacement Hibernia Road Bridge over Wappinger Creek  
PIN: n/a Map No(s): 2 Parcel(s): 3

This Agreement by and between JUSTIN WODDIS AND LAUREN FRITSCH hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS 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 674± square feet of real property
- a temporary easement to ± square feet of real property

Located at 441 Hibernia Road, Town of Clinton, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated 6/23/2014, and recorded 6/23/2014 in Liber 2014 at Page 3762 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. Tax ID No. 132400-6566-00-658121-0000), and being the same lands designated as parcel 3 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: Lawn, trees/shrubs.
3. PURCHASE PRICE. The total purchase price is ONE THOUSAND, THREE HUNDRED AND 00/100 DOLLARS (\$1,300.00). 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. Seller agrees to cooperate with Buyer in its curative action activities. 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 21<sup>st</sup> day of April, 2015, the parties have entered into this Agreement.

Witness: Sarah

Justin Woodis  
 Date: 21 April, 2015

Witness: Sarah

Lauren Fritsch  
 Date: 21 April, 2015

COUNTY OF DUTCHESS

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

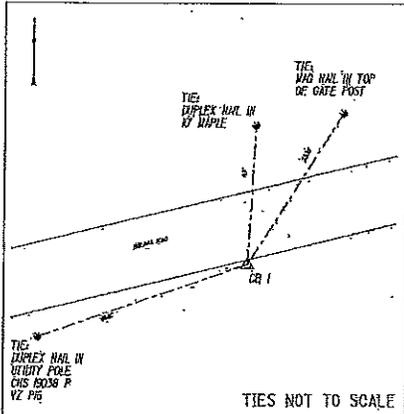
By: \_\_\_\_\_  
 Print Name:  
 Title:



EXHIBIT A  
 COUNTY OF DUTCHESS  
 ACQUISITION MAP

REHABILITATION OR REPLACEMENT  
 HIBERNIA ROAD BRIDGE OVER  
 WAPPINGER CREEK

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

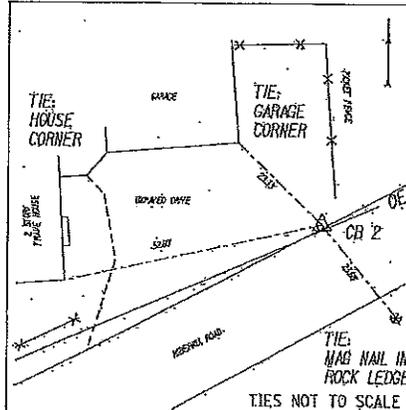


TIES NOT TO SCALE

CB NO. 1

STA. 0+00.00

NYSPCS NAD83 ZONE EAST  
 N: 1086495.77  
 E: 694798.45

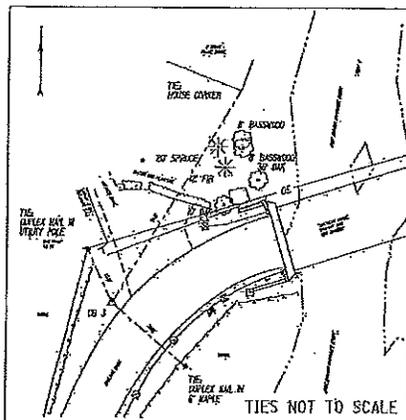


TIES NOT TO SCALE

CB NO. 2

STA. 5+09.31

NYSPCS NAD83 ZONE EAST  
 N: 1086415.55  
 E: 694295.50

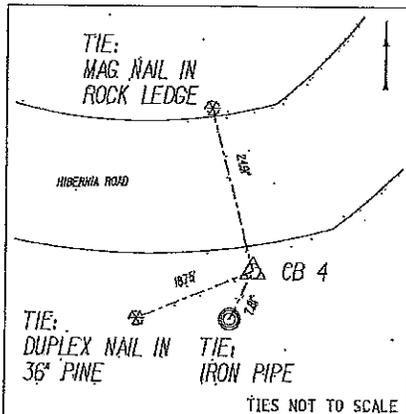


TIES NOT TO SCALE

CB NO. 3

STA. 7+98.10

NYSPCS NAD83 ZONE EAST  
 N: 1086297.63  
 E: 694031.88



TIES NOT TO SCALE

CB NO. 4

STA. 9+77.96

NYSPCS NAD83 ZONE EAST  
 N: 1086132.66  
 E: 693960.23

EXHIBIT A  
 COUNTY OF DUTCHESS  
 ACQUISITION MAP

REHABILITATION OR REPLACEMENT  
 HIBERNIA ROAD BRIDGE OVER  
 WAPPINGER CREEK

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

PERMANENT EASEMENT FOR BRIDGE PURPOSES

Parcel No. 3 A permanent easement to be exercised in, on and over the property delineated above for the purpose of constructing, reconstructing and maintaining thereon a bridge and other appurtenances in connection therewith. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3, as shown on the accompanying map and described as follows:

Beginning of a point on the northerly boundary of Hibernia Road, said point being 4.39 feet distant northerly measured at right angles from Station 2+85.06 of the hereinafter described survey baseline for the rehabilitation or replacement of Bridge C-31 carrying Hibernia Road over the East Branch of Wappinger Creek; thence through the lands of Justin Woddis and Lauren Fritsch (reputed owners) North 09°02'55" West a distance of 13.99 feet to a point, the last mentioned point being 17.90 feet distant northerly measured at right angles from Station 2+88.69 of said baseline; thence North 72°55'18" East a distance of 52.85 feet to a point, the last mentioned point being 11.44 feet distant northerly measured at right angles from Station 3+41.14 of said baseline; thence South 49°37'43" East a distance of 10.89 feet to a point on the aforesaid highway boundary, the last mentioned point being 1.61 feet distant northerly measured at right angles from Station 3+45.83 of said baseline; thence along said highway boundary South 59°24'31" West a distance of 3.52 feet to a point, the last mentioned point being 1.22 feet distant northerly measured at right angles from Station 3+42.33; thence South 72°55'19" West a distance of 28.77 feet to a point, the last mentioned point being 4.73 feet distant northerly measured at right angles from Station 3+13.78; thence South 17°04'41" East a distance of 3.84 feet to a point, the last mentioned point being 0.92 feet distant northerly measured at right angles from Station 3+13.31; thence South 72°54'25" West a distance of 28.47 feet to the point of beginning, containing 674 square feet of land more or less (294 square feet of which is under water).

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated, 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.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the reconstruction of Bridge C-31 carrying Hibernia Road over the East Branch of Wappinger Creek and is described as follows:

Beginning at Station 0+00.00; thence North 23°28'35" East to Station 1+79.86; thence North 65°54'02" East to Station 4+68.65; thence North 80°56'16" East to Station 3+77.96.

All bearings refer to True North of 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.

JUSTIN WODDIS  
 AND  
 LAUREN FRITSCH  
 (REPUTED OWNERS)

Date: June 15 2015

*Noel Knife*

Noel Knife, AIA, ASLA  
 Commissioner of Public Works



"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 was prepared in accordance with current NYSDOT policies, standards and procedures.

Date: November 10 2014

*Everett R. Quackenbush, Jr.*  
 Everett R. Quackenbush, Jr. Land Surveyor  
 P.L.S. License No. 050416

Recommended by:

Date: June 15 2015

*Robert H. Bolking*

Robert H. Bolking, P.E.  
 Deputy Commissioner of Public Works

MAP NUMBER \_\_\_\_\_  
 REVISED DATE 2015-01-19  
 DATE PREPARED 2014-11-10

RYAN BIGGS CLARK DAVIS  
 Engineering & Surveying  
 20 Snaker Road, P.O. Box 730  
 New Lebanon, New York 12125

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 (202)

**Footnotes**

1 This Article.

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

Current through L.2015, chapters 1 to 18, 50 to 61.

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End of Document

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