

RESOLUTION NO. 2015181

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT  
OF REAL PROPERTY FOR A SECTION OF THE NORTH SIDE  
OF HIBERNIA ROAD, TOWN OF CLINTON, FROM  
BRIAN J. PARKER AND PAULA M. PARKER

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 853+/- square foot parcel, Parcel Identification Number 132400-6566-00-642138-0000, 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 Brian J. Parker and Paula M. Parker, 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 853+/- square foot parcel, Parcel Identification Number 132400-6566-00-642138-0000, more or less as shown on Map 1, Parcel 2, 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 \$1,200.00, 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-108-15

CAB/sjm/R-957-A

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 \$ 2,200

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): \$2,200  
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 853+/- square foot parcel from Brian Parker and Paula Parker for a consideration of \$1,200.00. This parcel is located on the north side of Hibernia Road in the Town of Clinton, identified as parcel identification number 132400-6566-00-642138-0000.

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): 1 Parcel(s): 1 & 2

This Agreement by and between BRIAN J. PARKER A/K/A BRIAN PARKER AND PAULA M. PARKER A/K/A PAULA PARKER 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 853± square feet of real property
  - a temporary easement to 189± square feet of real property

Located at 433 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 9/15/1993, and recorded 9/15/1993 in Liber 1332 at Page 123 and Liber 1629 at Page 742 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. Tax ID No. 132400-6566-00-642138-0000), and being the same lands designated as parcels 1 & 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: Lawn, gravel, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties have entered into this Agreement.

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

Brian J. Parker  
 Brian J. Parker a/k/a Brian Parker

Date: 4/19, 2015

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

Paula M. Parker  
 Paula M. Parker a/k/a Paula Parker

Date: 4/19, 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. 1  
PARCEL NOS 1 AND 2  
SHEET 1 OF 3 SHEETS

Parcel Locator Point: P.O.B.  
Parcel No 1  
N: 1086309.29  
E: 694025.40

BRIAN J. PARKER  
AND  
PAULA M. PARKER

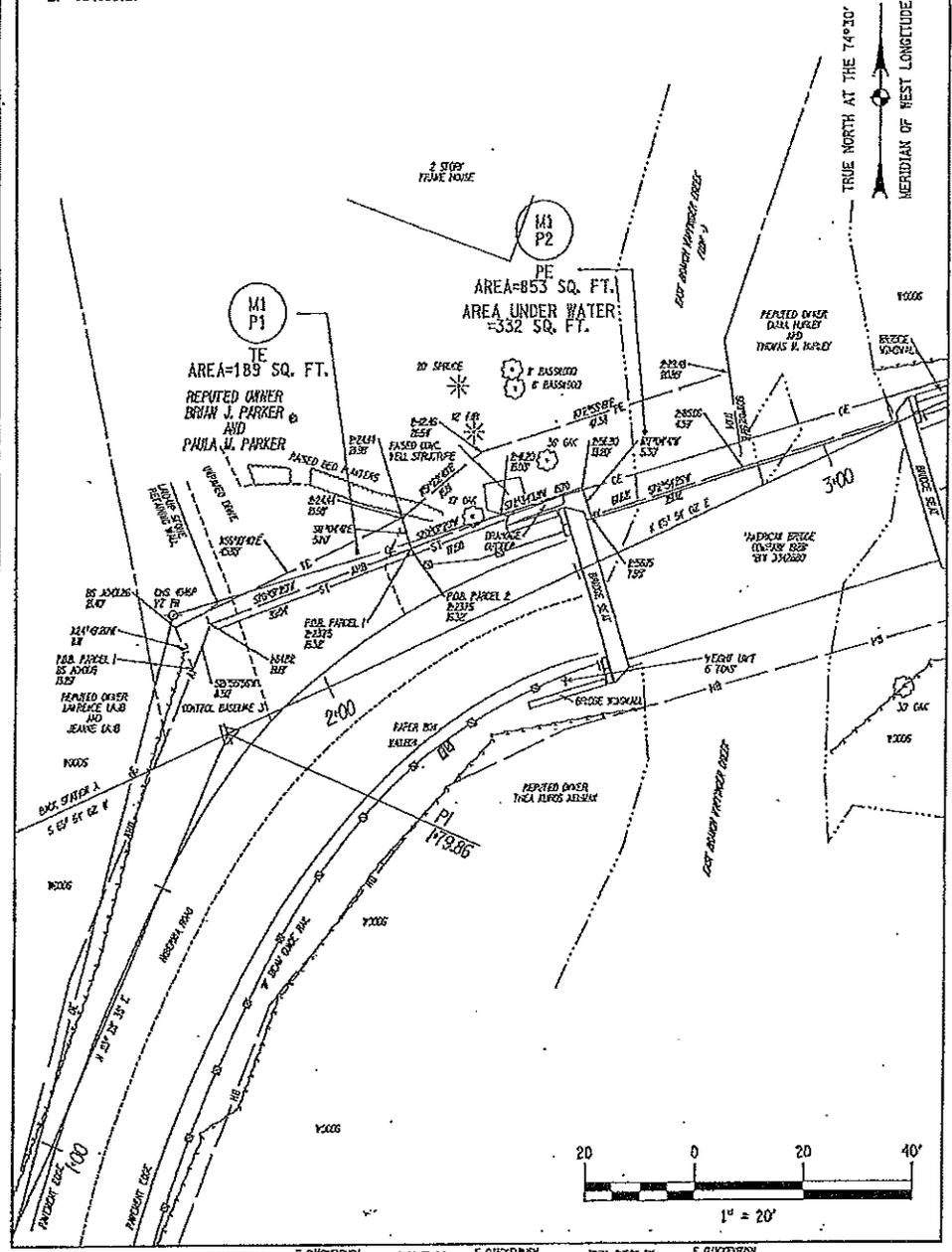
PARCEL SUMMARY:  
Type: TE AND PE  
Portion of 6566.00 Tax  
Map Ref. Nos 637105 &  
642138

Parcel Locator Point: P.O.B.  
Parcel No 2  
N: 1086330.45  
E: 694065.28

(REPUTED OWNERS)

Town of Clinton  
County of Dutchess  
State of New York

CGD LIBER 1332, PAGE 123  
LIBER 1934, PAGE 36

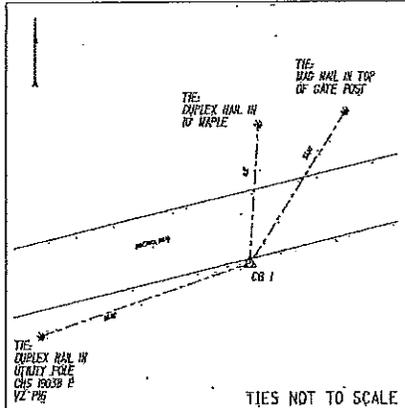


PREPARED BY E. G. GARDNER CHECKED BY E. G. GARDNER FINAL DECISION BY E. G. GARDNER

EXHIBIT A  
 COUNTY OF DUTCHESS  
 ACQUISITION MAP

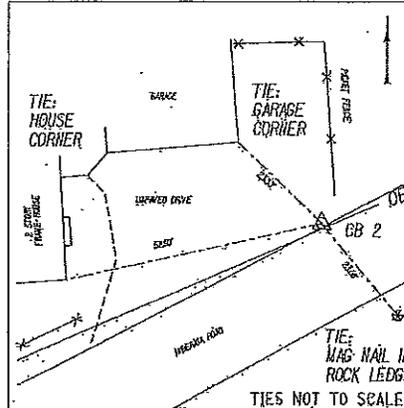
REHABILITATION OR REPLACEMENT  
 HIBERNIA ROAD BRIDGE OVER  
 WAPPINGER CREEK

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



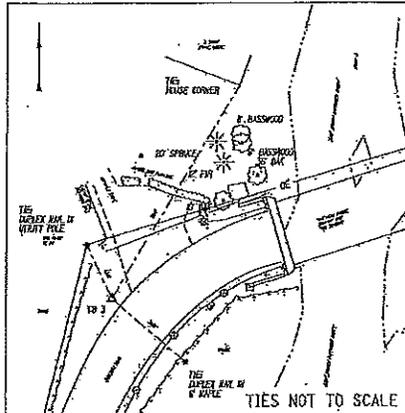
CB NO. 1  
 STA. 0+00.00

NYSPCS NAD83 ZONE EAST  
 N: 1086495.77  
 E: 694798.45



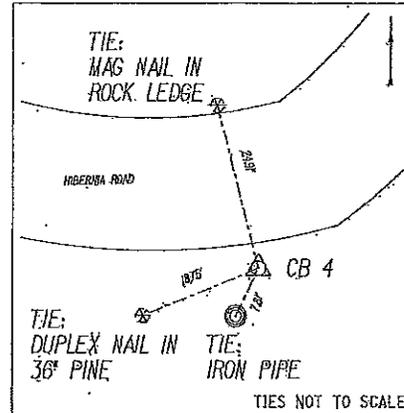
CB NO. 2  
 STA. 5+09.31

NYSPCS NAD83 ZONE EAST  
 N: 1086415.55  
 E: 694295.50



CB NO. 3  
 STA. 7+98.10

NYSPCS NAD83 ZONE EAST  
 N: 1086297.63  
 E: 694031.88



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. 1  
PARCEL NO. 5 1 AND 2  
SHEET 3 OF 3 SHEETS

**TEMPORARY EASEMENT FOR WORK AREA**

Parcel No. 1 A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area in connection with the construction or reconstruction of a bridge and other appurtenances for use and exercisable during the construction or reconstruction of the bridge and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the County of Dutchess. Such easement shall be exercised 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 northerly boundary of Hibernia Road, said point being 13.23 feet distant northerly measured at right angles from Back Station A0+01.16 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 Brian J. Parker and Paula M. Parker (reputed owners) North 24°49'20" West a distance of 8.11 feet to a point, the last mentioned point being 21.40 feet distant northerly measured at right angles from Back Station A9+01.26 of said baseline; thence North 65°10'40" East a distance of 45.85 feet to a point, the last mentioned point being 21.98 feet distant northerly measured at right angles from Station 2+24.44 of said baseline; thence South 17°04'41" East a distance of 5.70 feet to a point on the aforesaid highway boundary, the last mentioned point being 16.32 feet distant northerly measured at right angles from Station 2+23.75 of said baseline; thence South 70°07'20" West along said highway boundary a distance of 39.04 feet to a point, the last mentioned point being 19.13 feet distant northerly measured at right angles from Station 1+84.82 of said baseline; thence South 21°55'56" West a distance of 8.50 feet to the point of beginning, containing 189 square feet of land more or less.

**PERMANENT EASEMENT FOR BRIDGE PURPOSES**

Parcel No. 2 A permanent easement to be exercised in, on and over the property delineated above for the purpose of constructing, reconstructing and maintaining a bridge and other appurtenances in connection therewith as may be deemed necessary by the County of Dutchess. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 2, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of Hibernia Road, said point being 16.32 feet distant northerly measured at right angles from Station 2+23.75 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 Brian J. Parker and Paula M. Parker (reputed owners) North 17°04'41" West a distance of 5.70 feet to a point, the last mentioned point being 21.98 feet distant northerly measured at right angles from Station 2+24.44 of said baseline; thence North 51°22'40" East a distance of 18.61 feet to a point, the last mentioned point being 26.64 feet distant northerly measured at right angles from Station 2+42.46 of said baseline; thence North 72°55'19" East a distance of 47.38 feet to a point, the last mentioned point being 20.85 feet distant northerly measured at right angles from Station 2+89.46 of said baseline; thence South 09°02'59" East a distance of 17.04 feet to a point on the aforesaid highway boundary, the last mentioned point being 4.39 feet distant northerly measured at right angles from Station 2+85.05 of said baseline; thence South 72°54'25" West along said highway boundary a distance of 29.12 feet to a point, the last mentioned point being 7.95 feet distant northerly measured at right angles from Station 2+56.15 of said baseline; thence North 17°04'41" West a distance of 5.30 feet to a point, the last mentioned point being 13.20 feet distant northerly measured at right angles from Station 2+56.80 of said baseline; thence South 72°34'28" West a distance of 15.70 feet to a point, the last mentioned point being 15.03 feet distant northerly measured at right angles from Station 2+41.20 of said baseline; thence South 70°07'20" West a distance of 17.50 feet to the point of beginning, containing 853 square feet of land more or less, 332 square feet being 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 8+77.96.

All bearings refer 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 June 15, 2015

*Neil Krille*

Neil Krille, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date June 15, 2015

*Robert H. Balkind*

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

BRIAN J. PARKER  
AND  
PAULA M. PARKER



"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

MAP NUMBER \_\_\_\_\_  
REVISED DATE 2015-05-06  
REVISED DATE 2015-01-19  
DATE PREPARED 2014-11-10

RYAN BIGGS CLARK DAVIS  
Engineering & Surveying  
20 Shaker 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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