

RESOLUTION NO. 2015241

RE: AUTHORIZING TWO ACQUISITIONS IN FEE FROM
ETHEL BEST FOR THE PROJECT IDENTIFIED AS
BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD)
BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL,
TOWN OF MILAN, DUTCHESS COUNTY

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

WHEREAS, the Department of Public Works has proposed the project identified as Bridge M-7, County Route 51 (Academy Hill Road) Bridge Replacement over the Roeliff-Jansen Kill in the Town of Milan, Dutchess County, which project includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project: (1) constitutes an 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 bridges, it is necessary to acquire two (2) fee acquisitions of property presently owned by Ethel Best, and

WHEREAS, the acquisitions in fee are portions of parcel number 133600-6673-00-070302-0000, described as: (a) 67 square feet more or less and (b) 325 square feet more or less as shown on Map No. 2, Parcel Nos. 3 and 4 respectively, 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 two (2) Fee Acquisitions, be purchased for the sum of \$200, plus \$100 for site improvement compensation and up to \$1,000 for related expenses, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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 deeds to the

aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property (Fee Acquisition), 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 \$300 for the acquisitions, 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-155-15
CAB/kvh/R-0952-A
9/15/15
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 13TH day of October 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 13th day of October 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 \$ 1,300

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): \$1,300
Over Five Years: _____

Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roelliff-Jansen Kill, Town of Milan, Dutchess County, New York

This fiscal impact statement pertains to the accompanying resolution request to acquire two Fee Acquisitions, (Parcel 3) a 67+/- square foot parcel and (Parcel 4) a 325+/- square foot parcel with the combined compensation amount of \$200.00, along with the Site Improvement compensation amount of \$100.00. These parcels are a portion of property owned by Ethel Best and are located at 976-978 Academy Hill Road in the Town of Milan.

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

Prepared by: Matthew W. Davis 2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill
PIN: n/a Map No.: 02 Parcels: 3, 4 & 5

This Agreement by and between ETHEL BEST 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 392± square feet of real property
- a permanent easement to ± square feet of real property
- a temporary easement to 125± square feet of real property

Located at 976 - 978 Academy Hill Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated January 14, 2002, and recorded February 5, 2002 in Instrument # 2002-12101 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-070302), and being the same lands designated as parcels 3, 4 & 5 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: trees and gravel.
- 3. PURCHASE PRICE. The total purchase price is FOUR HUNDRED AND 00/100 DOLLARS (\$400.00). 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 No trees or shrubs to be damaged or cut down without permission

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

Witness: Megan Billerick

Ethel Best
 Ethel Best
 Date: August 12, 2015

COUNTY OF DUTCHESS

Witness: _____

By: _____
 Print Name: _____
 Title: _____ (PB)

All that piece or parcel of property hereinafter designated as Parcel No. 3, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51 of its intersection with the division line between the lands now or formerly of Marianne Wurlitzer Bruck (reputed owner) on the north and the lands now or formerly of Ethel Best (reputed owner) on the south, said point being 351 feet distant southeasterly measured of right angles from Station 4462 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence southeasterly along said division line 51 feet to a point 401 feet distant southeasterly measured of right angles from Station 4461 of said baseline, thence S 33°13'55" W, through the lands now or formerly of Marianne Wurlitzer Bruck (reputed owner), 142 feet to a point on the first mentioned southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 391 feet distant southeasterly measured of right angles from Station 4471 of said baseline, thence northwesterly and northeasterly along said southeasterly boundary line (by use) of Academy Hill Road 191 feet to the point of beginning, being 57 square feet of land, more or less.

ALSO

All that piece or parcel of property hereinafter designated as Parcel No. 4, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 381 feet distant southeasterly measured of right angles from Station 44381 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence through the lands now or formerly of Ethel Best (reputed owner) the following three (3) courses and distances: 1) S 56°46'05" E, 181 feet to a point 55.52 feet distant southeasterly measured of right angles from Station 4419, 15 of said baseline; 2) S 33°13'55" W, 18.00 feet to a point 64.52 feet distant southeasterly measured of right angles from Station 4419, 18 of said baseline; and 3) N 56°46'05" W 181 feet to a point on the first mentioned southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 351 feet distant southeasterly measured of right angles from Station 44201 of said baseline, thence northwesterly along said southeasterly boundary line of Academy Hill Road 181 feet to the point of beginning, being 325 square feet of land, more or less.

AND ALSO
TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area and grading in connection with the reconstruction of the highway and appurtenances for use and exercise during the construction or reconstruction of this highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes, and released by the Dutchess County Superintendent of Highways or other authorized representative acting for Dutchess County, or its agents. Such easement shall be exercised in and to all that piece or parcel of property hereinafter designated as Parcel No. 5 as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 5, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 361 feet distant southeasterly measured of right angles from Station 44201 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill, thence through the lands now or formerly of Ethel Best (reputed owner) the following five (5) courses and distances: 1) S 56°46'05" E, 181 feet to a point 54.52 feet distant southeasterly measured of right angles from Station 4419, 18 of said baseline; 2) N 33°13'55" E, 18.00 feet to a point 65.52 feet distant southeasterly measured of right angles from Station 4437, 15 of said baseline; 3) S 56°46'05" E, 51 feet to a point 60.51 feet distant southeasterly measured of right angles from Station 4436, 84 of said baseline; 4) S 33°13'55" W, 53.05 feet to a point 113.56 feet distant southeasterly measured of right angles from Station 3483, 89 of said baseline; and 5) N 52°58'18" W, 221 feet to a point on the division line between lands now or formerly of Ethel Best (reputed owner) on the northeast and lands now or formerly of Martha S. Stackler (reputed owner) on the southwest, said point being 351 feet distant southeasterly measured of right angles from Station 3483, 1 of said baseline, thence northwesterly along said division line 241 feet to a point on the first mentioned southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 16 feet distant southeasterly measured of right angles from Station 3481, 1 of said baseline, thence northwesterly along said southeasterly boundary line (by use) of Academy Hill Road 381 feet to the point of beginning, being 1,279 square feet of land, more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 5 above, 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 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 Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill and is described as follows:

Beginning of Station 3+79.13; thence North 29°43'31" East to Station 6+10.51.

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

Date 4-7 2015

Hoel H.S. Kniffel
Hoel H.S. Kniffel, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date April 6 2015

Robert H. Balkind
Robert H. Balkind, P.E.
Deputy 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 MARCH 12 2015
CREIGHTON MANNING ENGINEERING, LLP

Donald B. Sovey
Donald B. Sovey Land Surveyor
P.L.S. License No. 050078

FILED BY: RIV/eng/2015/03/12/1525 Acquiring 1031 Rd 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KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

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 § 8-0105

§ 8-0105. Definitions

Currentness

Unless the context otherwise requires, the definitions in this section shall govern the construction of the following terms as used in this article:

1. "State agency" means any state department, agency, board, public benefit corporation, public authority or commission.
2. "Local agency" means any local agency, board, district, commission or governing body, including any city, county, and other political subdivision of the state.
3. "Agency" means any state or local agency.
4. "Actions" include:
 - (i) projects or activities directly undertaken by any agency; or projects or activities supported in whole or part through contracts, grants, subsidies, loans, or other forms of funding assistance from one or more agencies; or projects or activities involving the issuance to a person of a lease, permit, license, certificate or other entitlement for use or permission to act by one or more agencies;
 - (ii) policy, regulations, and procedure-making.
5. "Actions" do not include:
 - (i) enforcement proceedings or the exercise of prosecutorial discretion in determining whether or not to institute such proceedings;
 - (ii) official acts of a ministerial nature, involving no exercise of discretion;
 - (iii) maintenance or repair involving no substantial changes in existing structure or facility.

6. "Environment" means the physical conditions which will be affected by a proposed action, including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance, existing patterns of population concentration, distribution, or growth, and existing community or neighborhood character.

7. "Environmental impact statement" means a detailed statement setting forth the matters specified in section 8-0109 of this article. It includes any comments on a draft environmental statement which are received pursuant to section 8-0109 of this article, and the agency's response to such comments, to the extent that such comments raise issues not adequately resolved in the draft environmental statement.

8. "Draft environmental impact statement" means a preliminary statement prepared pursuant to section 8-0109 of this article.

Credits

(Added L.1975, c. 612, § 1. Amended L.1976, c. 228, § 1; L.1977, c. 252, § 2.)

McKinney's E. C. L. § 8-0105, NY ENVIR CONSER § 8-0105
Current through L.2015, chapters 1 to 238.