

RESOLUTION NO. 2016016

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM KYLE PATCHIN FOR PROJECT IDENTIFIED AS THE REPLACEMENT OF BRIDGES PP-2 AND PP-11 ON HOFFMAN ROAD OVER SHEKOMEKO CREEK, TOWN OF PINE PLAINS

Legislators PULVER and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of Bridges PP-2 and PP-11 on Hoffman Road over Shekomeko Creek, in the Town of Pine Plains, which project includes the acquisition of a portion of certain 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 ("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 replace Bridges PP-2 and PP-11 on Hoffman Road over Shekomeko Creek in the Town of Pine Plains, it is necessary to acquire in fee a portion of property presently owned by Kyle Patchin, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner, Kyle Patchin, is annexed hereto, and

WHEREAS, the acquisition in fee is a portion of parcel number 134200-6872-00-306761-0000, described as 2,820 +/- square feet more or less as shown on Map 1, Parcel 1, a copy of which is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of up to \$1,500 (purchase price of \$1,300 for the 2,820 +/- square feet and land improvement compensation of \$200 for the 450 square feet) and in addition, the County is authorized to spend up to \$1,000 in related expenses and that the terms and conditions of the Agreement be carried forth, now, 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 Pine Plains, 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 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, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the payment be made to the property owner in the sum of up to \$1,500. In addition, the County is authorized to spend up to \$1,000, in related expenses and pay the necessary filing fees for such conveyance, and

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-006-16
CAB/kvh/R-0956-E
12/31/15
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 25th day of January 2016, 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 25th day of January 2016.

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 \$ 2,500

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 Savings to County: _____

Net County Cost (this year): \$2,500
Over Five Years: _____

Additional Comments/Explanation:

Replacement of Bridges PP-2 and PP-11, Hoffman Road Over Shekomeko Creek, Town of Pine Plains, Dutchess County

This Fiscal Impact Statement pertains to the Resolution Request for authorization to acquire in Fee a 2,820+/- Square Foot parcel as shown on (Map 1, Parcel 1) with the purchase price of \$1,300.00 along with the Land Improvement compensation amount of \$200.00 from Kyle Patchin.

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

Prepared by: Matthew W. Davis Prepared On: 12/18/15

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge PP-2--Hoffman Road over Shekomeko Creek PIN: n/a Map No.: 1
Parcels: 1 & 2

This Agreement by and between KYLE PATCHIN 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 2,820± square feet of real property (of which 695± square feet is under water)*
- a permanent easement to ± square feet of real property*
- a temporary easement to 3,914± square feet of real property (of which 504± square feet is under water)*

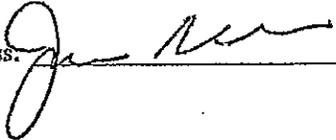
Located at Hoffman Road, Town of Pine Plains, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain Bargain and Sale Deed dated July 17, 2010 and recorded August 10, 2010 as Document # 02 2010 3910 in the Office of the County Clerk for Dutchess County, New York (Tax Map No. 6872-00-306761), 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.
- 3. **PURCHASE PRICE.** The total purchase price is ONE THOUSAND, NINE HUNDRED AND 00/100 DOLLARS (\$1,900.00). 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 2 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 23rd day of November, 2015, the parties have entered into this Agreement.

Witness: _____


_____ 
 Kyle Patchin

COUNTY OF DUTCHESS

Witness: _____

By: Kyle J. Patchin
 Print Name:
 Title: 1300 4/15
 Date: 11/23/15, 2015

(PB)



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMOKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

ORIGINALS OF THIS MAP (SHEETS 1, 2, & 3)
ARE ON FILE AT THE OFFICES OF THE
DUTCHESS COUNTY DEPARTMENT OF
PUBLIC WORKS.

KYLE PATCHIN
(REPUTED OWNER)

PARCEL SUMMARY:
Type: P² 2 : TE
P^a 1 : FEE
Portion of Tax
Map Ref. No. 306761-0000

CCD 02 2010 3910

Town of PINE PLAINS
County of DUTCHESS
State of New York

MAP REFERENCE INFORMATION:

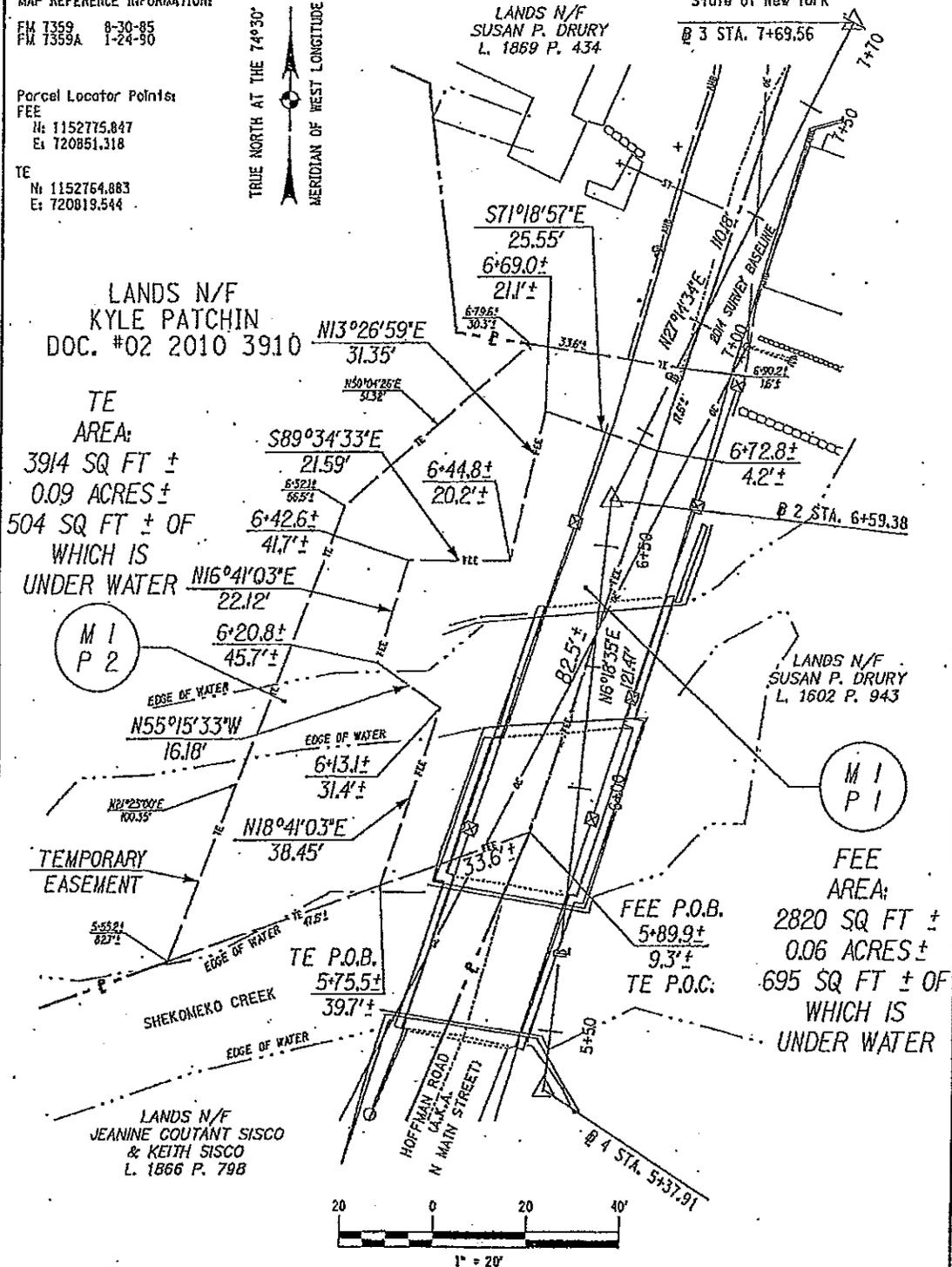
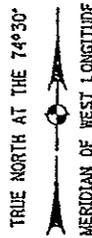
FM 1359 8-30-85
FM 1359A 1-24-90

Parcel Locator Points:

FEE
N: 1152775.847
E: 720851.318

TE

N: 1152764.883
E: 720819.544



LANDS N/F
KYLE PATCHIN
DOC. #02 2010 3910

TE
AREA:
3914 SQ FT ±
0.09 ACRES ±
504 SQ FT ± OF
WHICH IS
UNDER WATER

M 1
P 2

LANDS N/F
SUSAN P. DRURY
L. 1602 P. 943

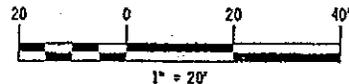
M 1
P 1

FEE
AREA:
2820 SQ FT ±
0.06 ACRES ±
695 SQ FT ± OF
WHICH IS
UNDER WATER

TEMPORARY
EASEMENT

FEE P.O.B.
5+89.9+
9.3' ±
TE P.O.C.

LANDS N/F
JEANINE COUTANT SISCO
& KEITH SISCO
L. 1866 P. 798



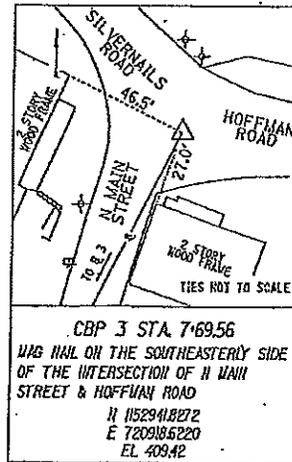
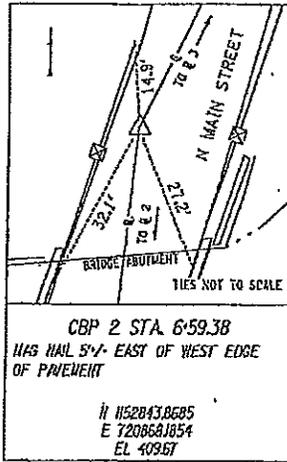
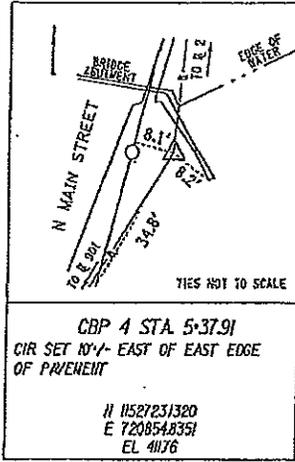
FILE NAME



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMEKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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



MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS
FROM

KYLE PATCHIN
(REPUTED OWNER)

FOR THE RE-CONSTRUCTION OF HOFFMAN ROAD

Parcel 1

All that certain piece or parcel of land, lying westerly of Hoffman Road (aka North Main Street), in the Town of Pine Plains, County of Dutchess, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the centerline of Hoffman Road (aka North Main Street), at its intersection with the property division line between lands now or formerly of Kyle Patchin, on the north and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the south, said point being 9.3± feet distant westerly from Station 5+89.9± of the hereinafter described survey baseline for the reconstruction of Hoffman Road over the Shekomeko Creek; thence southwesterly, along said property division line, a distance of 33.6± feet to a point, said point being 39.7± feet distant westerly from Station 5+75.5± of said baseline; thence through said lands of Kyle Patchin the following six (6) courses and distances:

1. North 18°41'03" East, a distance of 38.45 feet to a point, said point being 31.4± feet distant westerly from Station 6+13.1± of said baseline,
2. North 55°15'33" West, a distance of 16.18 feet to a point, said point being 45.7± feet distant westerly from Station 6+20.8± of said baseline,
3. North 16°41'03" East, a distance of 22.12 feet to a point, said point being 41.7± feet distant westerly from Station 6+42.6± of said baseline,
4. South 89°34'33" East, a distance of 21.59 feet to a point, said point being 20.2± feet distant westerly from Station 6+44.8± of said baseline,
5. North 13°26'59" East, a distance of 31.35 feet to a point, said point being 21.1± feet distant westerly from Station 6+69.0± of said baseline,
6. South 71°18'57" East, a distance of 25.55 feet to a point at its intersection with said centerline of Hoffman Road, said point being 4.2± feet distant easterly from station 6+72.8± of said baseline; thence southerly along said centerline of Hoffman Road, a distance of 82.5± feet to the point or place of beginning and being 2820± square feet or 0.06 acres of lands, more or less, 695 sq. ft. ± of which is under water.

Parcel 2

A temporary easement to be exercised in, on or over the property now or formerly of Kyle Patchin for the purpose of reconstructing Hoffman Road (aka North Main Street), over the Shekomeko Creek and appurtenances for use and exercisable during the reconstruction of Hoffman Road (aka North Main Street), over the Shekomeko Creek; 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 or other authorized representative acting for the County of Dutchess or its assigns. Such easement shall be exercised in and to all the piece or parcel of property lying westerly of Hoffman Road (aka North Main Street), in the Town of Pine Plains, County of Dutchess, State of New York and being more particularly bounded and described as follows:



REPLACEMENT OF
DUTCHESS COUNTY BRIDGES
PP-2 & PP-11 HOFFMAN ROAD
OVER SHEKOMENKO CREEK

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

Commencing at a point in the centerline of Hoffman Road (aka North Main Street), at its intersection with the property division line between lands now or formerly of Kyle Patchin, on the north and lands now or formerly of Jeanine Coutant Sisco and Keith Sisco, on the south, said point being 9.3± feet distant westerly from Station 5+89.9± of the hereinafter described survey baseline for the reconstruction of Hoffman Road over the Shekomeko Creek; thence southwesterly, along said property division line, a distance of 33.6± feet to the Point or Place of Beginning, said point being 39.7± feet distant westerly from Station 5+75.5± of said baseline; thence southwesterly, continuing along said property division line, a distance of 47.6± feet to a point, said point being 82.7± feet distant westerly from Station 5+55.2± of said baseline; thence through said lands of Kyle Patchin the following two (2) courses and distances:

1. North 21°25'00" East, a distance of 100.35 feet to a point, said point being 56.5± feet distant westerly from Station 6+52.1± of said baseline,

2. North 50°04'26" East, a distance of 51.32 feet to a point at its intersection with the property division line between said lands of Kyle Patchin, on the south and lands now or formerly of Susan P. Drury, on the north, said point being 30.3± feet distant westerly from Station 6+79.6± of said baseline; thence easterly, along said property division line a distance of 33.6± feet to a point at its intersection with said centerline of Hoffman Road, said point being 1.6± feet distant easterly from Station 6+90.2± of said baseline; thence southerly along said centerline of Hoffman Road, a distance of 17.6± feet to a point, said point being 4.2± feet distant easterly from Station 6+72.8± of said baseline; thence through said lands of Kyle Patchin the following six (6) courses and distances:

1. North 71°18'57" West, a distance of 25.55 feet to a point, said point being 21.1± feet distant westerly from station 6+69.0± of said baseline,

2. South 13°26'59" West, a distance of 31.35 feet to a point, said point being 20.2± feet distant westerly from Station 6+44.8± of said baseline,

3. North 89°34'33" West, a distance of 21.59 feet to a point, said point being 41.7± feet distant westerly from Station 6+42.6± of said baseline,

4. South 16°41'03" West, a distance of 22.12 feet to a point, said point being 45.7± feet distant westerly from Station 6+20.8± of said baseline,

5. South 55°15'33" East, a distance of 16.18 feet to a point, said point being 31.4± feet distant westerly from Station 6+13.1± of said baseline, and

6. South 18°41'03" West, a distance of 38.45 feet to the point or place of beginning and being 3,914± square feet or 0.08 acres of lands, more or less, 514 sq. ft. ± 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 the easement beyond that which is necessary to effectuate its purposes for, and established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The abovementioned survey baseline, is a portion of the 2014 Survey Baseline for the re-construction of Hoffman Road (aka North Main Street) over the Shekomeko Creek, as shown on the map and described as follows:

Beginning at Station 3+53.57, thence North 32°15'47" East to Station 5+37.91; thence North 6°18'35" East to Station 6+59.38; thence North 27°14'34" East to Station 7+69.56.

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 8-6 2015
N. S. Khille
NDEL H. S. KHILLE, ATA, ASLA
COMMISSIONER OF PUBLIC WORKS

RECOMMENDED BY:

Date August 6 2015
Robert H. Balkind
ROBERT H. BALKIND, P.E.
DEPUTY COMMISSIONER OF PUBLIC WORKS

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM A LIMITED SURVEY, PREPARED UNDER MY DIRECTION

Date JULY 31 2015
John E. Quinn, Jr.
JOHN E. QUINN, JR., LAND SURVEYOR
P.L.S. LICENSE NO. 50269
CLOUGH-HARBOR & ASSOCIATES LLP



"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 Subdivision 2, of the New York State Education Law."

CHA
CLOUGH HARBOR & ASSOCIATES LLP
111 Winans Circle, PO Box 5259 • Albany, NY 12205-0259
Mobile: (518) 453-4500 • www.cloughharbour.com

FILE NAME