

RESOLUTION NO. 2016107

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY  
FROM MYNDIG CORP. N/K/A MYNDIG CORPORATION FOR THE  
REHABILITATION OF BRIDGE RH-25 (BIN 1047720) COUNTY  
ROUTE 78 (BROADWAY) OVER STONY CREEK IN  
THE VILLAGE OF TIVOLI, (PIN 8757.26)

Legislators PULVER, MICCIO, BOLNER, STRAWINSKI, SAGLIANO, and  
LANDISI offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the rehabilitation of  
Bridge RH-25 (BIN 104770) County Route 78 (Broadway) over Stony Creek in the Village of  
Tivoli, which project (PIN 8757.26) includes the acquisition 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 rehabilitate said bridge, it is necessary to acquire in fee a portion of property presently  
owned by Myndig Corp. n/k/a Myndig Corporation, and

WHEREAS, the acquisition in fee is a portion of parcel number 134803-6174-02-  
600983-0000, described as 581+/- square feet, more or less, as shown on Map No. 3, Parcel No.  
3, copy 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  
subject property, Fee Acquisition, be purchased for the sum of \$1,500.00 plus up to \$1,000.00  
for related expenses and that the terms and conditions of the Agreement be carried forth, now,  
therefore, be it

RESOLVED, that the County Executive or his designee 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 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 payment be made to the property owner in the sum of \$1,500.00

plus up to \$1,000.00 for related expenses, if required, for Fee Acquisition in accordance with the agreement to purchase, 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-071-16

CAB/kvh/R-0951-D

4/11/16

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 9<sup>TH</sup> day of May 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 9<sup>TH</sup> day of May 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 \$ 2,375  
and Source

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

Identify Line Items(s):  
HO289.5120.3009 - 2000 Bridges (ISTEA/TEA21)

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

Nature/Reason:

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

Net County Cost (this year): \$125  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

PIN 8757.26: Rehabilitation of Bridge RH-25 (BIN 1047720), CR 78 (Broadway) Over Stony Creek, Village of Tivoli Dutchess County.

This Fiscal Impact Statement pertains to the Resolution Request for authorization to acquire in Fee a 581+/- Square Foot parcel as shown on (Map 3, Parcel 3) with the purchase price of \$1,500.00 from Myndig Corp. N/K/A Myndig Corporation.

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

Prepared by: Matthew W. Davis

Prepared On: 4/4/16

**AGREEMENT TO PURCHASE REAL PROPERTY**

Project: CR 78 (Broadway) over the Stony Creek (BIN 1047720), County Bridge RH-25 PIN: 8757.26  
Map No.: 03 Parcel: 3

This Agreement by and between MYNDIG CORP. N/K/A MYNDIG CORPORATION 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 581± square feet of real property
- a permanent easement to ± square feet of real property
- a temporary easement to ± square feet of real property

Located at 32 Broadway, Village of Tivoli, Town of Red Hook, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain undated Bargain and Sale Deed acknowledged by Lillian Woodward on August 15, 1995; acknowledged by Charles Hille and Ruth Warnick on July 21, 1995; acknowledged by Alfred Blake, attorney in fact for Alberta McMillan on August 26, 1995; acknowledged by Martha Jelks on July 28, 1995; and acknowledged by Dorothy Toppins on August 8, 1995; and recorded September 1, 1995 in Liber 1967 at Page 358 in the Office of the County Clerk for Dutchess County, New York (Tax Map No. 6174-02-600983), 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: three walnut trees and bushes.
- 3. **PURCHASE PRICE.** The total purchase price is ONE THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00). 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.
- 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.

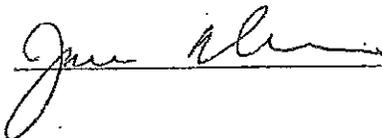
8. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to 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 24<sup>th</sup> day of March, 2016, the parties have entered into this Agreement.

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



MYNDIG CORP. N/K/A MYNDIG CORPORATION

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

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

Title: President

COUNTY OF DUTCHESS

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

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

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

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

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

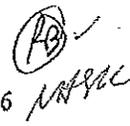
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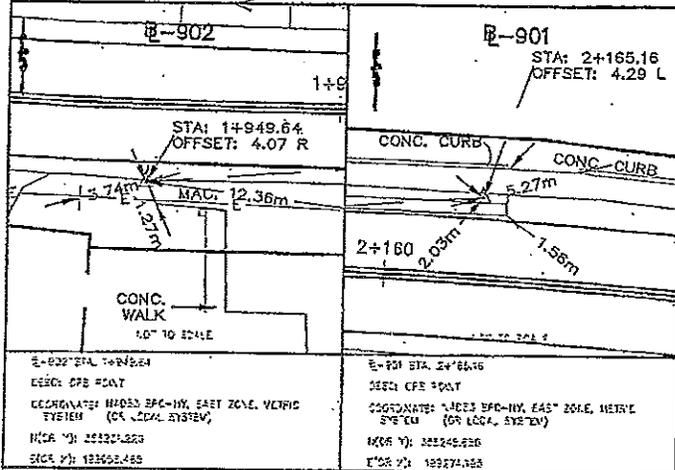
EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

PIN 8757:26

Rev4

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

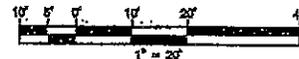
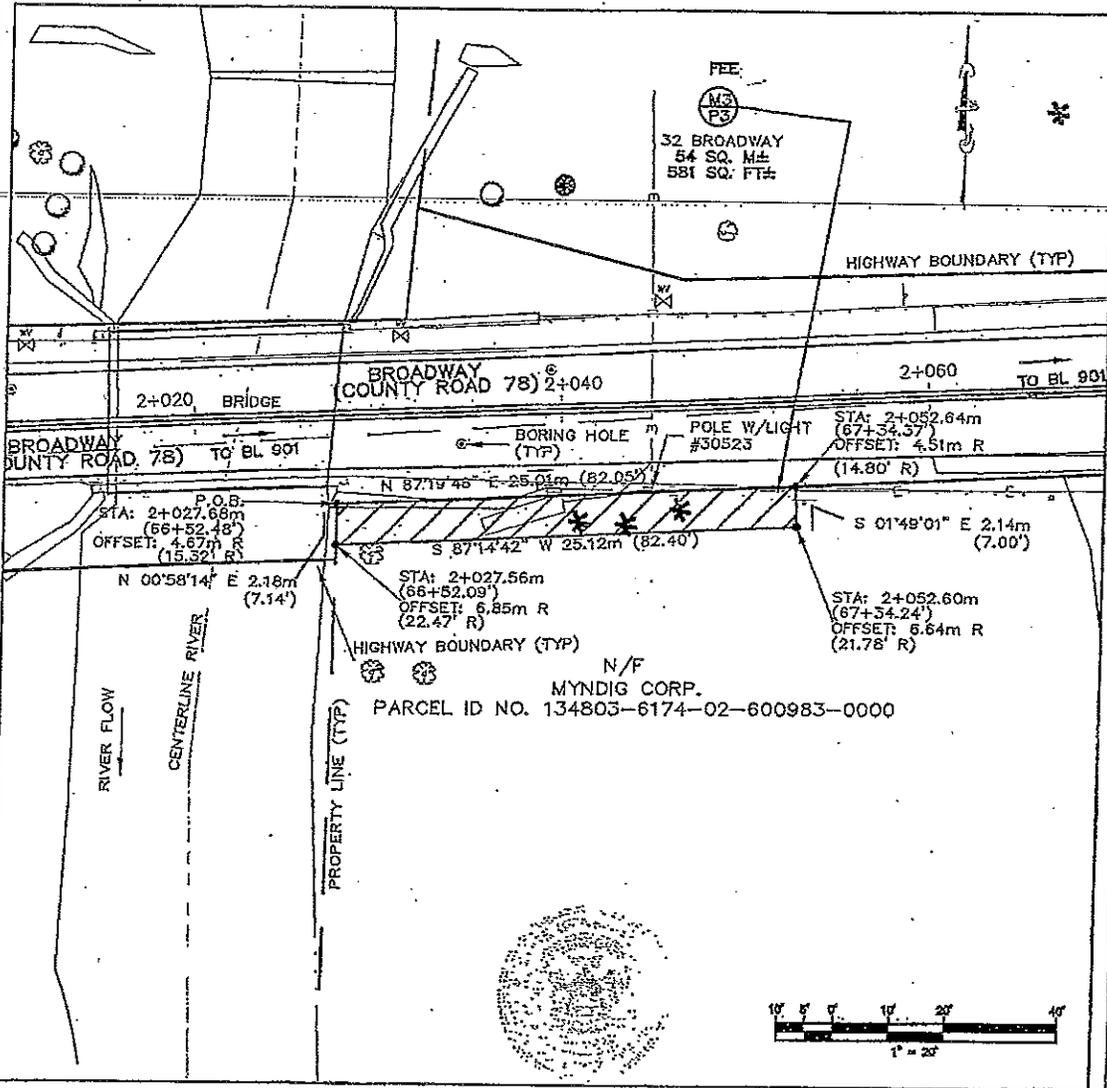


ACQUISITION DESCRIPTION:

Type: FEE  
Portion of Real Property Tax  
Parcel ID No. 134803-6174-02-600983-0000  
Village of Tivoli  
Town of Red Hook  
County of Dutchess  
State of New York

REPUTED OWNER:

Myndig Corporation  
32 Broadway  
Tivoli NY 12583  
Deed Book: 1967  
Deed Page: 358



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

MAP NUMBER 3  
REVISED DATE 12/02/13  
DATE PREPARED 4/28/15

PREPARED BY DW

CHECKED BY TBC

FINAL CHECK BY LF



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

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

CR 78 (BROADWAY) OVER STONY  
CREEK (BIN 1047720) COUNTY  
BRIDGE RH-25

PIN 8757.26

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

Beginning at a point on the southerly boundary of the existing Broadway, aka County Road 78, said point being 4.67 meters (15.32 feet) right, measured at right angles, from STA 2+027.68 meters of the centerline of Broadway, aka County Road 78; thence along the southerly boundary of the existing Broadway, aka County Road 78, N 87 degrees 19 minutes 46 minutes E 25.01 meters (82.05 feet) to a point 4.51 meters (14.80 feet) right, measured at right angles from STA 2+052.64 meters of the centerline of Broadway, aka County Road 78; thence through the property of Myndig Corporation (reputed owner) the following two (2) courses and distances: (1) S 1 degree 49 minutes 01 second E 2.14 meters (7.00 feet) to a point 6.64 meters (21.78 feet) right, measured at right angles from STA 2+052.60 meters of the centerline of Broadway, aka County Road 78 and (2) S 87 degrees 14 minutes 42 seconds W 25.12 meters (82.40 feet) to a point 6.85 meters (22.47 feet) right, measured at right angles from STA 2+027.56 meters of the centerline of Broadway, aka County Road 78; thence N 0 degrees 58 minutes 14 seconds E 2.18 meters (7.14 feet) to the point and place of beginning; being 54 square meters (581 square feet) more or less.

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

Date 12-8 20 15

Noel H.S. Knille, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date 12/8 20 15

Robert H. Bolkind, 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 is an accurate description and map made from an accurate survey, prepared under my direction.

Date: July 30, 2015

Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Starr Ridge Road  
Brewster, NY 10509

MAP NUMBER 3  
REVISED DATE 12/02/15  
DATE PREPARED 4/28/15