

PUBLIC WORKS & CAPITAL PROJECTS
Revised Background

RESOLUTION NO. 2016108

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM MARGARET G. KING FOR THE REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON (PIN 8755.91)

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

WHEREAS, the Department of Public Works has proposed the replacement of Bridge C-19, CR 14 (Hollow Road) over Little Wappinger Creek in the Town of Clinton, Dutchess County, which project (PIN #8755.91) 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 replace said bridge, it is necessary to acquire in fee a portion of property presently owned by Margaret G. King, and

WHEREAS, the acquisition in fee is a portion of parcel number 13400-6467-00-001250-0000, described as 579+/- square feet more or less as shown on Map No. 4, Parcel No. 7, 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 \$400.00 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 \$400.00 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-070-16

CAB/kvh/R-0948-H

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 9TH 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 9TH 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 \$ 1,400

Total Current Year Revenue \$ 1,330
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): \$70
Over Five Years: _____

Additional Comments/Explanation:

PIN 8755.91: REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK
TOWN OF CLINTON, DUTCHESS COUNTY

This Fiscal Impact Statement pertains to the Resolution Request for authorization to acquire in Fee a 579+/- Square Foot
parcel as shown on (Map 4, Parcel 7) for the purchase price of \$400.00 from Margaret G. King.

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 14 (Hollow Road) over the Little Wappinger Creek PIN: 8755.91 Map No(s): 4 Parcel(s): 7

This Agreement by and between MARGARET G. KING, 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:

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- all right title and interest to 579± square feet of real property
- a permanent easement to «PE_»± square feet of real property
- a temporary easement to «TE»± square feet of real property

Located at 832 Hollow Road, Town of Clinton, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain Bargain and Sale Deed dated July 11, 1996 and recorded on July 26, 1996 in Liber 1982 of Deeds at Page 385 in the Office of the County Clerk for Dutchess County, New York (Tax Map No. 6467-00-01250), and being the same lands designated as parcel(s) 7 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: None.

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.

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

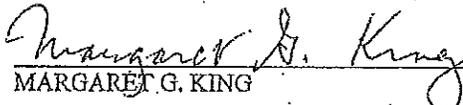
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Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing.

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: _____


MARGARET G. KING

COUNTY OF DUTCHESS

Witness: _____

By: _____
Print Name: _____
Title: _____
Date: _____, 20____



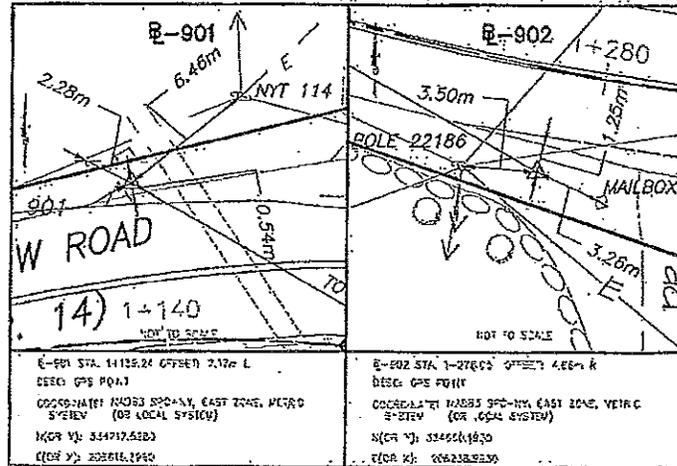


EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BUN
3342820) BRIDGE C-14

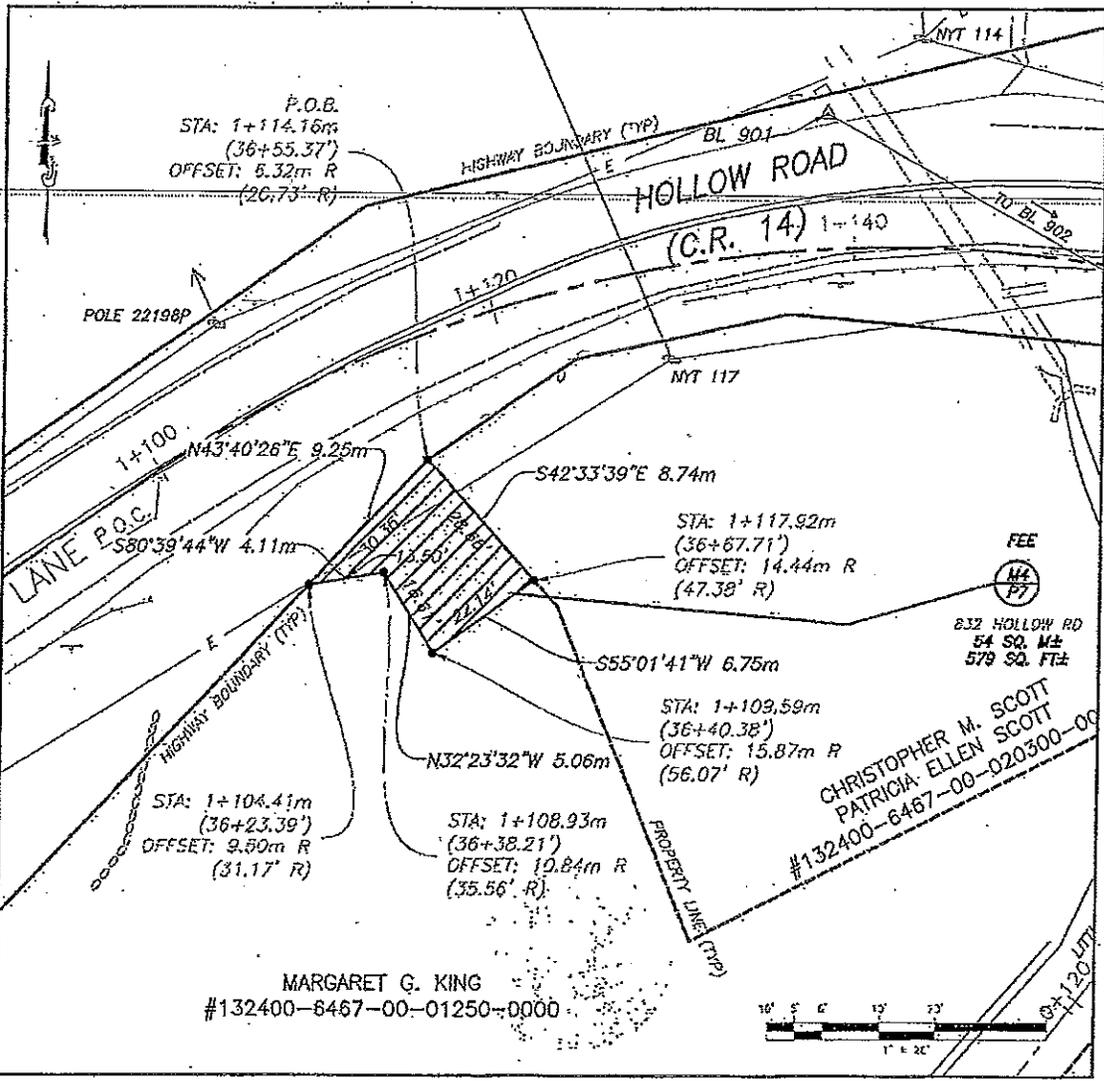
PIN 8755.91

MAP NO. 4
PARCEL NO. 7
SHEET 1 OF 2



ACQUISITION DESCRIPTION:
 Type: FEE
 Portion of Real Property Tax
 Parcel ID No, 132400-6467-00-01250-0000
 Town of Clinton
 County of Dutchess
 State of New York

REPUTED OWNER(s):
 Margaret G. King
 832 Hollow Road
 Salt Point, NY 12578
 Deed Book: 1982
 Deed Page: 385



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

MAP NUMBER 5
 REVISION DATE 1/21/15
 DATE PREPARED 5/20/15



EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
3342820) BRIDGE C-19

PIN 8755.91

MAP NO. 4
PARCEL NO. 7
SHEET 2 OF 2

All that piece or parcel of property hereinafter designated as Map No. 4, Parcel No. 7, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the southeasterly boundary of Hollow Road, aka County Route 14, said point being 6.32 meters (20.73 feet) right, measured at right angles, from STA 1+114.16 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northwesterly boundary of lands of Scott (reputed owners) S 42 degrees 33 minutes 39 seconds E 8.74 meters (28.66 feet) to a point 14.44 meters (47.38 feet) right, measured at right angles of STA 1+117.92 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of King (reputed owner) the following (3) courses and distances: (1) S 55 degrees 01 minutes 41 seconds W 6.75 meters (22.14 feet) to a point 15.87 meters (56.07 feet) right, measured at right angles from STA 1+109.59 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) N 32 degrees 23 minutes 32 seconds W 5.06 meters (16.61 feet) to a point 10.84 meters (35.56 feet) right, measured at right angles from STA 1+108.93 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (3) S 80 degrees 39 minutes 44 seconds W 4.11 meters (13.50 feet) to a point 9.50 meters (31.17 feet) right, measured at right angles from STA 1+104.41 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the southeasterly boundary of Hollow Road, aka County Route 14, N 43 degrees 40 minutes 26 seconds E 9.25 meters (30.36 feet) to the point and place of beginning; being 54 square meters (579 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 2-19 2016

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

Recommended by:

Date 2/18 2016

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 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 4
REVISED DATE 1/21/16
DATE PREPARED 6/23/15