

RESOLUTION NO. 2016135

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM  
MARIANNE WURLITZER-BRUCK, IN CONNECTION WITH THE  
REPLACEMENT OF BRIDGE M-7 (BIN 3343330), COUNTY ROUTE 51  
OVER THE ROELIFF-JANSEN KILL, TOWN OF MILAN

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

WHEREAS, the Department of Public Works has proposed the replacement of  
Bridge M-7 (BIN 3343330), County Route 51 (Academy Hill Road) 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 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 Marianne Wurlitzer-Bruck, and

WHEREAS, the acquisition in fee is a portion of parcel number 133600-6673-00-  
057386-0000, described as 3,079 +/- square feet more or less as shown on Map No. 1, Parcel No.  
1, 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 \$1,100.00 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 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 \$1,100.00 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 the property owner 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-085-16

CAB/kvh/R-0952-C

5/13/16

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 13<sup>th</sup> day of June 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 13<sup>th</sup> day of June 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 \$ 2,100

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):  
H0460.5120.3009 - 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:

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

Net County Cost (this year): \$2,100  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Project: Bridge M-7 Replacement, County Route 51 (Academy Hill Road), Over the Roeliff-Jansen Kill, Town of Milan, Dutchess County.  
This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in Fee, a 3,079 +/- square foot parcel as shown on (Map 1, Parcel 1) with the purchase price of \$1,100.00. from Marianne Wurlitzer-Bruck.

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.: 01 Parcels: 1 & 2

This Agreement by and between MARIANNE WURLITZER-BRUCK 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 3,079± square feet (area under water 693± square feet) of real property
- a permanent easement to ± square feet of real property
- a temporary easement to 447± square feet (area under water 306± square feet) of real property

Located at 986 Academy Hill Road, Town of Milan, Dutchess County, New York, further described as:

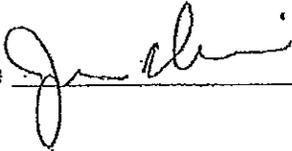
Being a portion of those same lands described in that certain deed dated September 22, 2003, and recorded July 1, 2004 in Document # 02 2004 6710 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-057386), and being the same lands designated as parcels 1 & 2 on Exhibit "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: none.
- 3. PURCHASE PRICE. The total purchase price is ONE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$1,200.00). 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 two 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 20<sup>th</sup> day of April, 2016, the parties have entered into this Agreement.

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



\_\_\_\_\_  
 Marianne Wutflizer-Bruck

COUNTY OF DUTCHESS

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

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

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

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

ACADEMY HILL ROAD - COUNTY ROAD 51  
BRIDGE REPLACEMENT  
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 1  
PARCEL NOS. 1 & 2  
SHEET 1 OF 2 SHEETS

Parcel Locator Points:  
Parcel No: 1  
N: 5068.4231  
E: 5057.8591  
Parcel No: 2  
N: 5091.1745  
E: 5116.5923

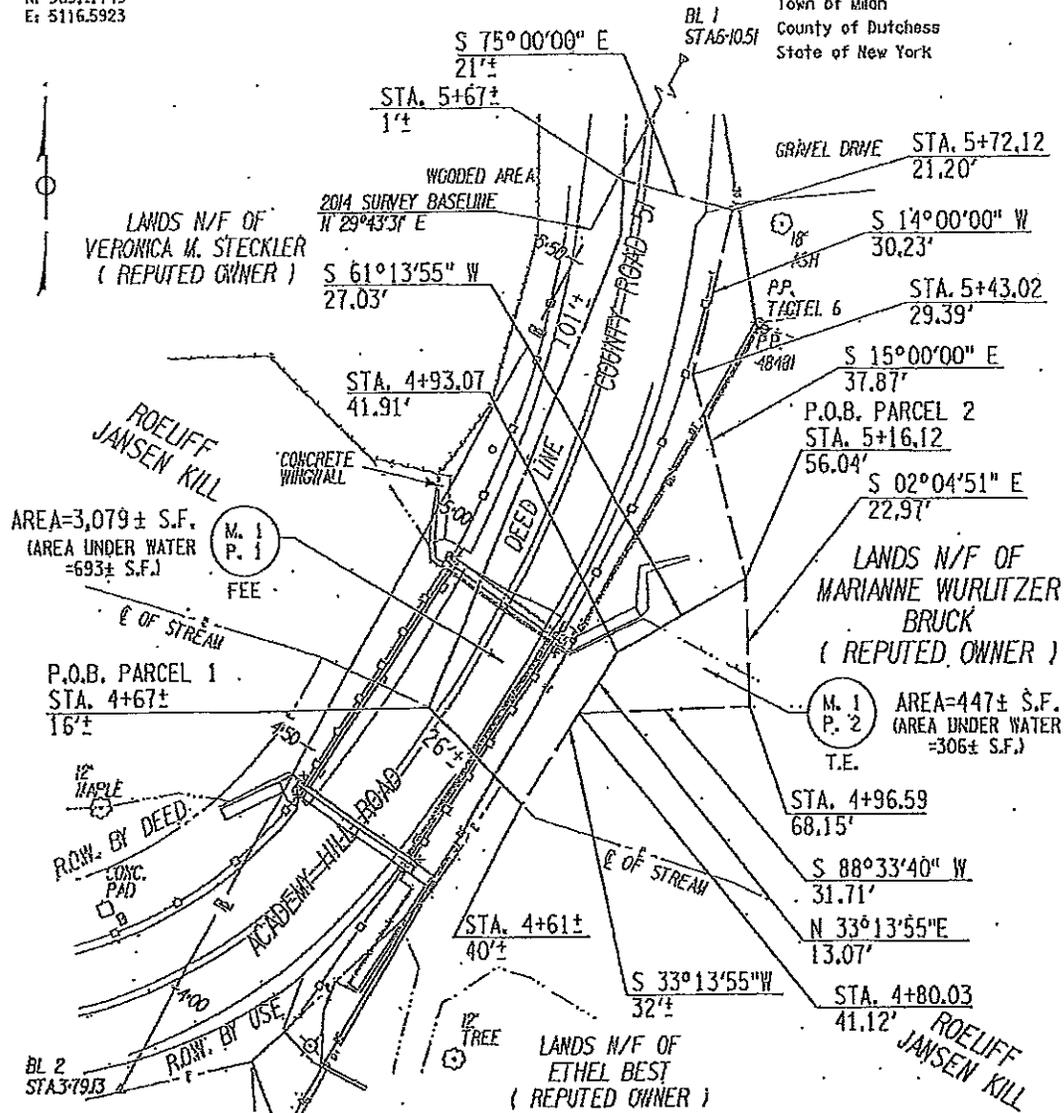
LANDS N/F OF  
MARIANNE WURLITZER BRUCK  
( REPUTED OWNER )

CC: DOC. NO. 02-2004-6710

PARCEL SUMMARY:

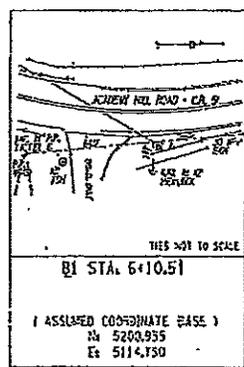
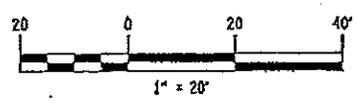
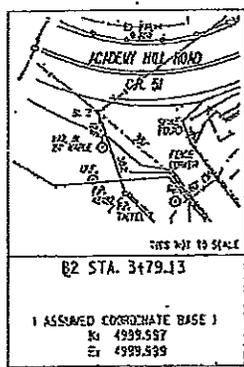
Type: FEE & TEMPORARY EASEMENT

Portion of 2013 Tax Map  
Ref. No. 133600-6673-00-057386  
Town of Milan  
County of Dutchess  
State of New York



AREA=3,079± S.F.  
(AREA UNDER WATER  
=693± S.F.)

AREA=447± S.F.  
(AREA UNDER WATER  
=306± S.F.)



FILE NAME: T:\WORKSPACE\2013\11-152 Acq-Map 01-11-13 Acad-Hill Rd Br-Rep-Map.dwg



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.2016, chapters 1 to 34, 50 to 60.