

RESOLUTION NO. 2016194

RE: AUTHORIZING ACQUISITION 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 PULVER, SAGLIANO, and TRUITT 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 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 improve said bridge, it is necessary to acquire a fee acquisition of a portion of the property presently owned by Ethel Best, and

WHEREAS, the acquisition in fee is a portion of parcel number 133600-6673-00-070302-0000, described as 666+/- square feet more or less as shown on Map No. 2, Parcel No. 3, 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 fee acquisition be purchased for the sum of \$400, 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 a deed 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 \$400 for the acquisition, 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-1021-16  
CAB/kvh/R-0952-A  
7/13/15  
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 8th day of August 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 8<sup>th</sup> day of August 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Fiscal Impact Statement

Resolution Request Number  
1021

No Fiscal Impact Projected

Total Current Year Cost  
\$1,400.00

Total Current Year Revenue and Source  
\$0.00

Included in the Total Current Year Cost

Source of County Funds (if OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS

Explanation / Identify Line Item(s)  
H0460.5120.3009

Amount and Nature of Related Expenses  
\$1,000.00

Anticipated Savings to County  
\$0.00

Net County Cost for Current Year  
\$1,400.00

Net County Cost Over Five Years  
\$0.00

Additional Comments / Explanation

Project: Bridge M-7, CR 51 (Academy Hill Rd.) Bridge Replacement over the Roeliff-Jansen Kill, Town of Milan

This Fiscal Impact Statement pertains to the accompanying resolution request to acquire a Fee Acquisition to a 666+/- sq. ft. parcel as shown on Map 2, Parcel 3 for the purchase price of \$400. This parcel is a portion of property owned by Ethel Best, located at 976-978 Academy Hill Rd. in the Town of Milan.

Prepared By  
Matthew Davis

Date Submitted  
7/12/2016

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge M-7 County Route 51 (Academy Hill Road) Replacement over the Roeliff-Jansen Kill, Milan

PIN OR CIN: n/a

Map: 2

Parcel(s): 3

This Agreement by and between ETHEL BEST, residing at 976 Academy Hill Road, Red Hook, NY 12571 hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- all right title and interest to 666 ± 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, 976-978 Academy Hill Road, Milan, Dutchess County, and is further described as parcel (4) on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated January 14, 2002, and recorded February 5, 2002 in document # 2002-12101 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-070302).

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.
4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about 90 days from the date of the fully approved Agreement. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. 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 Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
6. 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. Buyer will pay for a title search.

7. 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. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
8. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. 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.
9. 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.
10. 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.
11. 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.

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

\_\_\_\_\_  
Department of Law

SELLER: Ethel Best  
Ethel Best

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Department of Public Works

COUNTY OF DUTCHESS:  
\_\_\_\_\_

Print Name: ETHEL BEST

Title: OWNER

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

OUTCHESSE COUNTY  
 ACQUISITION MAP

MAP NO. 2  
 PARCEL NOS. 3 & 4  
 SHEET 1 OF 2 SHEETS

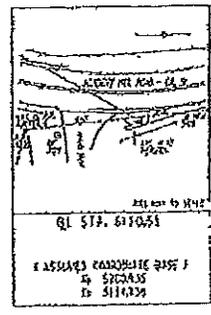
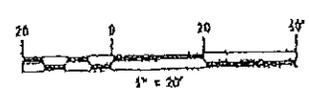
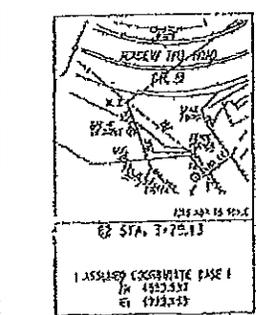
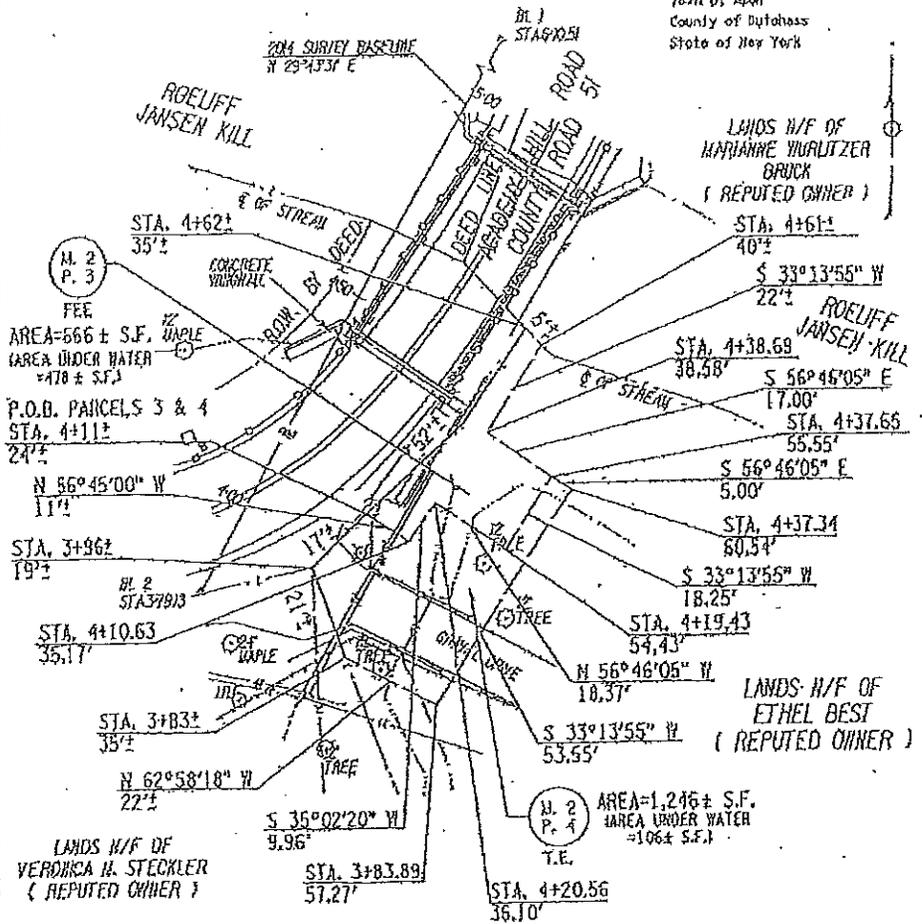
Parcel Locator Points:  
 Parcel Nos. 3 & 4  
 N 5015.9626  
 E 5036.5327

LANDS N/F OF  
 ETHEL BEST  
 ( REPUTED OWNER )

PARCEL SUMMARY  
 TYPE FEE & TEMPORARY EASEMENT

CC: DOC. NO. 02-2002-1210

Portion of 2013 Tax Map  
 Ref. No. 133600-6613-00-010302  
 Town of Tappan  
 County of Dutchess  
 State of New York



FOUNDED BY DEGREE BY TOWN OF TAPPAN

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

DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 2  
PARCEL NOS. 3 & 4  
SHEET 2 OF 2 SHEETS

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

That piece or parcel of property hereinafter designated as Parcel No. 4, situate in the Town of Union, 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 of Academy Hill Road - County Road No. 51, said point being 223 feet distant southeasterly measured at right angles from Station 4411.2 of the hereinafter described survey baseline for Academy Hill Road - County Road No. 51 bridge replacement over the Roeliff Jansen Kill thence northeasterly along the southeasterly boundary line of Academy Hill Road - County Road No. 51, 322 feet to a point on the division between the lands now or formerly of Ethel Best (reputed owner) on the southeast, said point being 322 feet distant southeasterly measured at right angles from Station 4411.2 of said baseline; thence southeasterly along said division line 62 feet to a point on the lands now or formerly of Ethel Best (reputed owner) the following six (6) courses and distances: 1) S 33° 13' 55" W, 223 feet to a point; 2) S 88° 45' 00" E, 17.00 feet to a point; 3) S 33° 13' 55" W, 18.25 feet to a point; 4) N 55° 46' 00" W, 11.25 feet to a point; 5) S 33° 02' 20" W, 3.98 feet to a point; 6) N 66° 45' 00" W, 11.2 feet to the point of beginning, being 666 square feet of land, more or less.

MAP ALSO  
TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised in, on and over the property delineated above for the purposes of a work area and grading in connection with the reconstruction of the highway and appurtenances for use and enjoyment during the construction or reconstruction of the highway and appurtenances upon the approval of the competent local, state or federal authority having jurisdiction over highways and 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. 4 as shown on the accompanying map and described as follows:

That piece or parcel of property hereinafter designated as Parcel No. 4, situate in the Town of Union, 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 of Academy Hill Road - County Road No. 51, said point being 223 feet distant southeasterly measured at right angles from Station 4411.2 of the hereinafter described survey baseline for Academy Hill Road - County Road No. 51 bridge replacement over the Roeliff Jansen Kill thence northeasterly along the lands now or formerly of Ethel Best (reputed owner) the following seven (7) courses and distances: 1) S 55° 45' 00" E, 112 feet to a point; 2) S 33° 02' 20" W, 3.98 feet to a point; 3) S 33° 13' 55" W, 18.25 feet to a point; 4) N 55° 46' 00" W, 11.25 feet to a point; 5) S 33° 02' 20" W, 3.98 feet to a point; 6) N 66° 45' 00" W, 11.2 feet to a point; 7) S 33° 13' 55" W, 223 feet to a point; 8) S 88° 45' 00" E, 17.00 feet to a point; 9) S 33° 13' 55" W, 18.25 feet to a point; 10) N 55° 46' 00" W, 11.25 feet to a point; 11) S 33° 02' 20" W, 3.98 feet to a point; 12) N 66° 45' 00" W, 11.2 feet to the point of beginning, being 1,249 square feet of land, more or less.

SEVERING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 4 above, and such owner's successors or assigns, the right of access to 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 mentioned 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 379.13; thence North 29° 43' 31" East to Station 610.51.

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

Date: 3-4 2016

Neil H.S. Krite, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date: March 3 2016

Robert H. Bakind, P.E.  
Deputy Commissioner of Public Works



Unauthorized circulation 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 NYSDEC policies, standards and procedures.

Date: February 29 2016

Donald G. Seay Land Surveyor  
P.L.S. License No. 030619