

RESOLUTION NO. 2016261

RE: AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT
FROM PAUL E. VACCARO AND IONA B. VACCARO
IN CONNECTION WITH THE PROJECT KNOWN AS
MYERS CORNERS ROAD (CR 93) IMPROVEMENTS,
TOWN OF WAPPINGER (PIN 8755.45)

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

WHEREAS, the Department of Public Works has proposed the improvement of Myers Corners Road (CR 93) in the Town of Wappinger, which project (PIN 8755.45) 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 impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve Myers Corners Road (CR 93) in the Town of Wappinger, it is necessary to acquire a permanent easement on a portion of real property, as follows: a 1,381.91 +/- square foot parcel as shown on Map 14, Parcel 19, on 254 Myers Corners Road (CR 93), in the Town of Wappinger, Dutchess County, and is described as Parcel Identification Number 135689-6258-02-866536-0000, presently owned by Paul E. Vaccaro and Iona B. Vaccaro, and

WHEREAS, the purchase price to acquire the permanent easement, (1,381.91 +/- square foot parcel) is \$3,000, to the property owners, Paul E. Vaccaro and Iona B. Vaccaro, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owners is annexed hereto, 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 Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$3,000, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; 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 Permanent Easement of the property described above in the Town of Wappinger, will not have a significant impact 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 the Permanent Easement, and be it further

RESOLVED, that on the receipt from the property owners of the executed deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay the necessary associated fees and/or expenses in connection with the Permanent Easement.

CA-156-16
CAB/kvh/R-0948-M
10/13/16
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 7th day of November 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 7th day of November 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 \$ 4,000

Total Current Year Revenue \$ 3,800
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 \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$200
Over Five Years: _____

Additional Comments/Explanation:

PIN 8755.45: MYERS CORNERS ROAD (CR 93) IMPROVEMENTS PROJECT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Authorization to acquire a permanent easement to a 1,381.91+/- square foot parcel as shown on Map 14, Parcel 19 for the purchase price of \$3,000.00 from Paul E. Vaccaro and Iona B. Vaccaro.

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

Prepared by: Matthew W. Davis

Prepared On: 10/11/16

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Myers Corners Road (CR 93) Improvements
PIN OR CIN: 8755.45

Map: 14

Parcel(s): 19

This Agreement by and between PAUL E. VACCARO and IONA B. VACCARO, residing at 254 Myers Corners Road, Wappinger Falls, New York 12590, 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 0± square feet of real property. Purchase price is
- a permanent easement to 1381.91± square feet of real property. Purchase price is \$3,000.
- a temporary easement to 0± square feet of real property. Purchase price is

Located at 254 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel(s) 19 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated April 17, 1969 and recorded April 17, 1969 in Liber 1263 at Page 164 in the Office of the County Clerk for Dutchess County (re: Grid #6258-02-866536),

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees, lawn and asphalt
- 3. PURCHASE PRICE. The total purchase price is THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00). 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 November 1, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.
- 5. BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. 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. TERM OF TEMPORARY BASEMENT. The term of the Temporary Basement(s) shall be for 3 years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Basement. The Temporary Basement may be extended for two (2) additional one year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Basement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Basement for an additional one year. The cost of each additional one year term shall be \$200. The Buyer shall include a check for the sum of \$200 with said written notification to the Seller.

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. Buyer will pay for a title search.
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. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. 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.
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.

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

APPROVED AS TO FORM:

Department of Law

SELLER:

Paul E. Vaccaro
Paul E. Vaccaro

SELLER:

Iona B. Vaccaro
Iona B. Vaccaro

APPROVED AS TO CONTENT:

[Signature]
Department of Public Works,

COUNTY OF DUTCHESS

Print Name: _____

Title: _____

Date: _____



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.45

Rev2

MAP NO. 14
PARCEL NO. 19
SHEET 1 OF 2

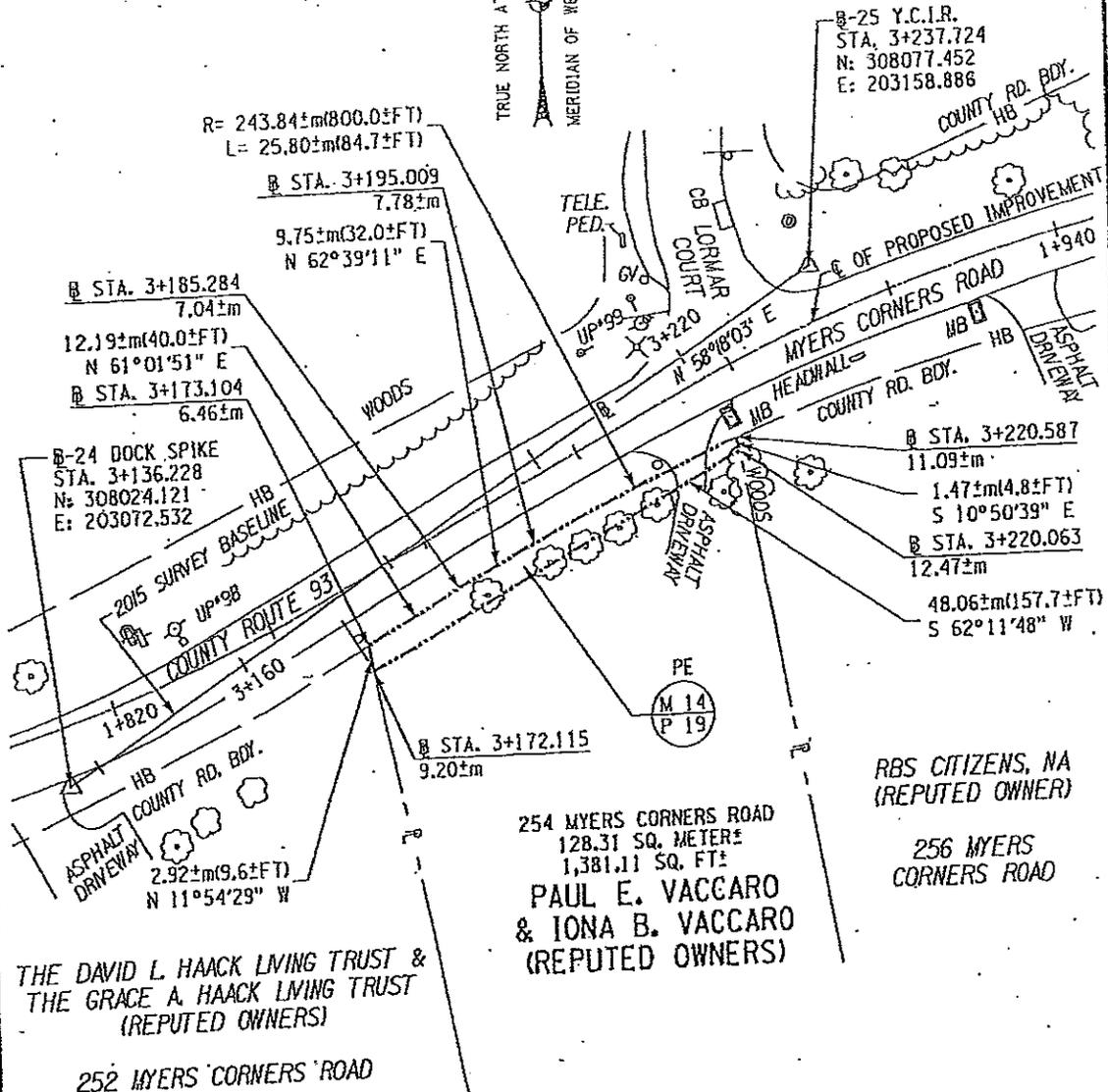
Originals of this map (sheets 1 & 2)
are on file at the offices of the
Dutchess County Department of
Public Works.

PAUL E. VACCARO
& IONA B. VACCARO
(REPUTED OWNERS)
CED: L. 1263 P. 164

Town of Wappinger
County of Dutchess
State of New York

ACQUISITION DESCRIPTION:
Type: PERMANENT EASEMENT
Portion of Real Property Tax
Parcel ID No.
135689-6258-02-866536-0000

REPUTED OWNERS:
PAUL E. VACCARO
& IONA B. VACCARO
254 Myers Corners Road
Wappinger Falls, NY 12590

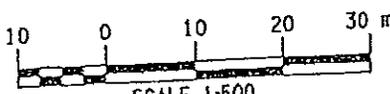
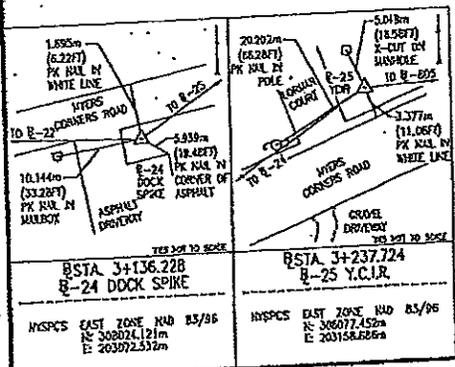


THE DAVID L. HAACK LIVING TRUST &
THE GRACE A. HAACK LIVING TRUST
(REPUTED OWNERS)
252 MYERS CORNERS ROAD

254 MYERS CORNERS ROAD
128.31 SQ. METERS
1,381.11 SQ. FT.
PAUL E. VACCARO
& IONA B. VACCARO
(REPUTED OWNERS)

RBS CITIZENS, NA
(REPUTED OWNER)

256 MYERS
CORNERS ROAD



SCALE: 1:500
ONE METER EQUALS 3.280833333 FEET.
ONE SQUARE METER EQUALS 10.76391041 SQUARE FEET.

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

FILE NAME: D:\2002\2002A MYERS CORNERS ROAD\Map\MapA.MXD



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

FIN 8755.45

MAP NO. 14
PARCEL NO. 19
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in a permanent easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and Eminent Domain Procedure Law.

A. PERMANENT EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY ABOVE DELINEATED FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THEREON THE WIDENING OF COUNTY ROUTE 93 MYERS CORNERS ROAD FOR THE REALIGNMENT OF ROUTE 93 (MYERS CORNERS ROAD) IMPROVEMENTS, IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 19, SITUATE IN THE TOWN OF WAPPINGER, 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 COUNTY ROUTE 93 (MYERS CORNERS ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF PAUL E. VACCARO AND JONA B. VACCARO (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF RBS CITIZENS, NA (REPUTED OWNER) ON THE EAST, SAID POINT BEING 11.09±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+220.587± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE SOUTH 10°-50'-39" EAST ALONG SAID DIVISION LINE 1.47±m(4.8±FT.) TO A POINT 12.47±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+220.063± OF SAID BASELINE; THENCE SOUTH 62°-11'-48" WEST THROUGH THE PROPERTY OF PAUL E. VACCARO AND JONA B. VACCARO (REPUTED OWNERS) 48.06±m(157.7±FT.) TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF PAUL E. VACCARO AND JONA B. VACCARO (REPUTED OWNERS) ON THE EAST, THE LAST MENTIONED POINT BEING 9.20±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+172.115 OF SAID BASELINE; THENCE NORTH 11°-54'-29" WEST ALONG THE LAST MENTIONED DIVISION LINE 2.92±m(9.6±FT.) TO ITS INTERSECTION WITH THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 6.46±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+173.104± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 61°-01'-51" EAST 12.19±m(40.0±FT.) TO A POINT 7.04±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+185.284± OF SAID BASELINE; (2) NORTH 62°-39'-11" EAST 9.75±m(32.0±FT.) TO A POINT 7.78±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+195.009± OF SAID BASELINE; AND (3) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 243.84±m(800.0±FT.), A DISTANCE OF 25.80±m(84.7±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 128.31± SQUARE METERS (1,381.11± SQUARE FEET) MORE OR LESS.

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 THIS 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 ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2015 SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 3+136.228; THENCE NORTH 58°-18'-03" EAST TO STATION 3+237.724.

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 _____ 2016

Hoel H. S. Knipe, AIA, ASLA
Commissioner of Public Works

Recommended by

Date _____ 2016

Robert H. Bokind, 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 _____ 2016

Mark DeLor - Land Surveyor
P.L.S. License No. 050478

Moser Consulting P.A.
12 Metro Park Road, Suite 104
Albany, NY 12205

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

FILE NAME = 1454722232224 RTD05 NUMBER 1071040404 11/11/15 11:54:39