

RESOLUTION NO. 2016263

RE: AUTHORIZING TWO ACQUISITIONS IN FEE OF REAL PROPERTY FROM JIN CHUNG a/k/a JIN KIDD and JOHN KIDD FOR REHABILITATION OF BRIDGE S-37 (BIN 3343850) COUNTY ROUTE 19 (BULLS HEAD ROAD) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

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

WHEREAS, the Department of Public Works has proposed the rehabilitation of Bridge S-37 (BIN 3343850) County Route 19 (Bulls Head Road) over the Little Wappinger Creek located in the Town of Stanford, Dutchess County, which project includes the acquisition of a portion of a certain real property, 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 ("SEQR") and (2) will not have a significant effect on the environment, 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 Department of Public Works has made a determination that in order to improve said bridge, it is necessary to acquire two fee acquisitions from property presently owned by Jin Chung a/k/a Jin Kidd and John Kidd, and

WHEREAS, the two acquisitions in fee are portions of parcel numbers 135200-6668-00-80976-000 and 135200-6668-00-795007 and described as 346 square feet more or less as shown on Map 4, Parcel 8, and 133 square feet more or less as shown on Map No. 4, Parcel No 9, 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 subject property, two Fee Acquisitions, be purchased for the sum of \$530.00 plus up to \$1,000.00 for related expenses necessary and that the terms and conditions of the Agreement be carried forth, 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 properties described above in the Town of Stanford, will not have a significant effect 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 (Fee Acquisition) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that upon 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, 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 \$530.00 for Fee Acquisitions 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.

CA-160-16

CAB/ca/sc

R-0958-F and R-0958-G

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 \$ 1,530

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):
HO289.5120.3009 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$1,530
Over Five Years: _____

Additional Comments/Explanation:

BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK
TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK
Authorization to acquire in Fee a 346+/- square foot parcel as shown on Map 4, Parcel 8, and a 133+/- square foot parcel
as shown on Map 4, Parcel 9 for the combined purchase price of \$530.00 from Jin Kidd and John Kidd

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

RESOLUTION REQUEST FORM

Date of Legislative Meeting: ^{11/7/16} 10/11/16

Department: DPW Engineering	Contact (Name & Phone No.): Matthew W. Davis 2929
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Purpose of Resolution: (check appropriate boxes:)

- Personnel (Involving Authorized Positions)
- Authorizing Grant Application
- Contract/Lease Authorization (using budgeted funds)
- Budget Amendment
 - Grant
 - Contingency
 - Other (specify below)
- Capital Project
- Other (specify below)

Brief Description of Request:

BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Authorization to acquire in Fee a 346+/- square foot parcel as shown on Map 4, Parcel 8, and a 133+/- square foot parcel as shown on Map 4, Parcel 9 for the combined purchase price of \$530.00 Jin Kidd and John Kidd.

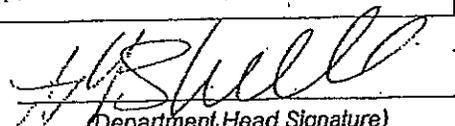
Related expenses in the amount of \$1,000 are included in the Fiscal Impact (current year) of resolution.

Fiscal Impact (current year) of resolution: \$ 1,530
 (Attach completed Fiscal Impact Statement)

Budget Amendment(s) & Capital Projects:

	<u>Line No.</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>
			\$0	\$0
Appropriations:			\$0	\$0
Revenues:			\$0	\$0
			\$0	\$0

10-12-16
 (Date)


 (Department Head Signature)


ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 Bulls Head Road (County Rt 19) over the Little Wappinger Creek
Map: 4 Parcel(s): 7, 8, 9

This Advance Payment Agreement by and between JIN CHUNG A/K/A JIN KIDD AND JOHN KIDD; AS TENANTS BY THE ENTIRETY, residing at 2232 Bulls Head Road 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 479± square feet of real property. Purchase price is \$530.
- a permanent easement to 0± square feet of real property. Purchase price is \$0.
- a temporary easement to 5,068± square feet of real property. Purchase price is \$1,110.

Located at 2232-2238 Bulls Head Road, Stanfordville, NY, Dutchess County, and is further described as parcel(s) 7, 8, 9 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated April 1, 2009 and recorded April 22, 2009 in Document # 02-2009-1836 in the Office of the County Clerk for Dutchess County (re: Grid #135200-6668-00-795007 & 809076),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None

3. PURCHASE PRICE. The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is ONE THOUSAND SIX HUNDRED FORTY DOLLARS 00/100 DOLLARS (\$1,640.00). This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all documents which the Buyer deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.

4. CLOSING DATE AND PLACE. Payment of \$1,640.00 will be made by the Buyer to the Seller on or about August 31, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.

5. CLAIM. In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.

6. FILING OF CLAIM. It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/it must file the claim within one (1) year from the date of the execution of this Agreement. If the Seller fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification,

fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

- 7. MARKETABILITY OF TITLE. Buyer shall pay for the costs associated with 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. The Seller agrees to cooperate with the 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 three (3), and paid to the appropriate party by the Buyer. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
- 9. RECORDING COSTS, & 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 conveyance: 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 aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the acquisition of the property. No verbal agreements or promises will be binding.
- 12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.

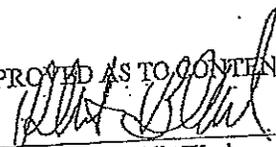
IN WITNESS WHEREOF, on this 15 day of Aug, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: 
JIN CHUNG A/K/A JIN KIDD

SELLER: 
JOHN KIDD

APPROVED AS TO CONTENT:

Department of Public Works

COUNTY OF DUTCHESS:

Print Name: _____

Title: _____

REPLACEMENT OF BRIDGE S-37 (BCI 3343850)
 BULLS HEAD ROAD (CR-19) OVER ULTRE NAPPANOG CREEK
 RIGHT OF WAY ACQUISITION MAP

COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS
 ACQUISITION MAP

MAP NO. 4
 PARCEL NO. 7, 8 & 9
 SHEET 1 OF 3

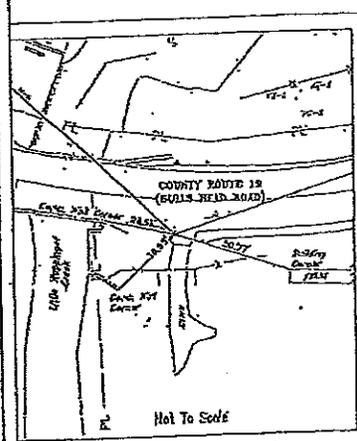
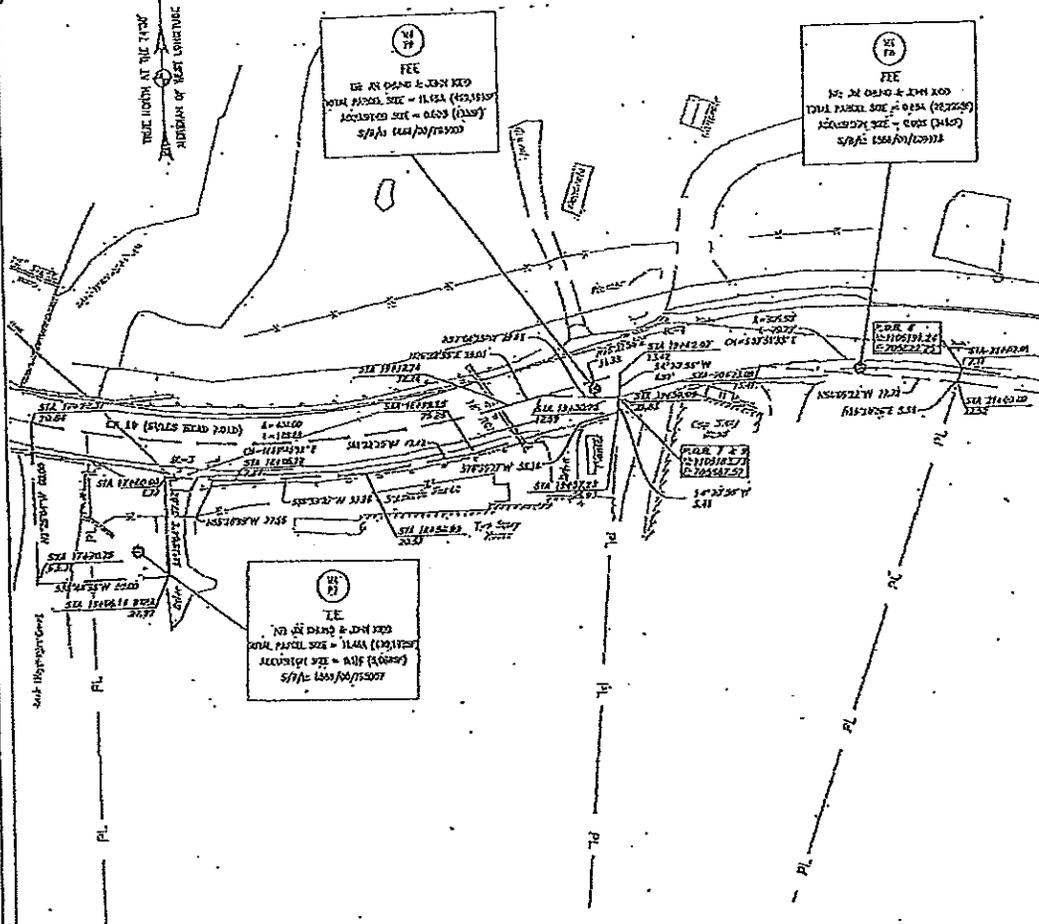


Parcel Identifier Point
 Parcel No. 8
 N 1165187.24 E 705297.12

Parcel Identifier Point
 Parcel No. 7 & 9
 N 1165187.24 E 705297.12

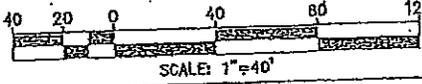
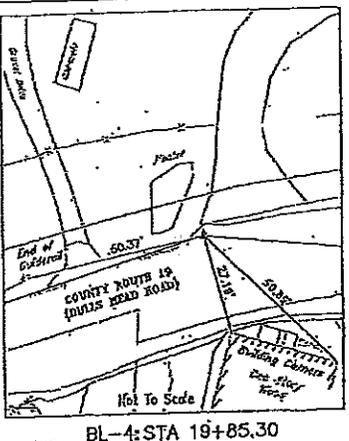
Acquisition Description
 Type: Fee & E.E.
 Portion of Real Property Tax Parcel ID No. 9658-00-809076 & 795037
 Town of Stafford
 County of Dutchess
 State of New York

Reputed Owner
 Jn Chang and John K'ed
 2232-2238 Bulls Head Road
 Staffordville, NY 12551



DESC: BL-4 RAIL
 COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
 N: 1106211.66
 E: 705797.12

DESC: BL-3 RAIL
 COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
 N: 1106158.81
 E: 705514.83





All that certain plot, piece or parcel of land situate, lying and being in the Town of Stamford, County of Dutchess, State of New York, shown as Parcel No. 8 on accompanying map to be acquired in Feet:

Beginning at a point on the southerly line of Bulls Head Road which is intersected by northeast corner of lands now or formerly of Jin Chung and John Kidd (tax lot 6668-00-869076) and the northwest corner of lands now or formerly of John and Jovanetta Evans (tax lot 6668-00-826073):

1) Thence along the eastern line of lands now or formerly of Chung/Kidd and Evans, South 19°02'26" West a distance of 5.54 feet to a point

2) Thence through lands now or formerly of Chung and Kidd North 84°05'12" West a distance of 77.71 feet to a point on the southerly line of Bulls Head Road;

3) Thence along Bulls Head Road on a curve to the right with an arc length of 79.79 feet, with a radius of 305.50 feet, with a chord bearing of South 87°59'38" East, and with a chord length of 104.20 feet to the Point of Beginning.

Containing 346 square feet or 0.008 acres more or less.

All that certain plot, piece or parcel of land situate, lying and being in the Town of Stamford, County of Dutchess, State of New York, shown as Parcel No. 9 on accompanying map to be acquired in Feet:

Beginning at a point on the southerly line of Bulls Head Road which is intersected by the easterly line of lands now or formerly of Jin Chung and John Kidd (tax lot 6668-00-795007) and the northwest corner of other lands now or formerly of Jin Chung and John Kidd (tax lot 6668-00-809076):

1) Thence through tax lot 6668-00-795007 North 87°04'15" West a distance of 29.81 feet to a point in the center of Bulls Head Road;

2) Thence along the centerline of Bulls Head Road North 76°22'35" East a distance of 31.33 feet to a point;

3) Thence South 04°20'56" West a distance of 8.92 feet to the Point of Beginning.

Containing 133 square feet or 0.003 acres more or less.

A temporary easement to be exercised in, on and over the property delineated above for the purpose of roadway realignment, roadside grading, driveway reconstruction, landscape restoration, etc., for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and approved by the Commissioner of Public Works or other authorized representative acting for the County of Dutchess or its design. Such easement shall be exercised in and to all that (those) piece(s) or parcel(s) of property designated as Parcel No. 7 as shown on the accompanying map No. 4.

Beginning at a point on the southerly line of Bulls Head Road which is intersected by the easterly line of lands now or formerly of Jin Chung and John Kidd (tax lot 6668-00-795007) and the northwest corner of other lands now or formerly of Jin Chung and John Kidd (tax lot 6668-00-809076):

1) Thence along said eastern line South 04°20'56" West a distance of 5.41 feet to a point;

Thence through tax lot 6668-00-795007 the following courses and distances:

2) South 76°30'27" West a distance of 58.16 feet to a point;

3) South 81°27'10" West a distance of 42.42 feet to a point;

4) South 88°33'27" West a distance of 52.35 feet to a point;

5) North 85°16'39" West a distance of 27.98 feet to a point;

6) South 01°15'04" East a distance of 37.02 feet to a point;

7) South 82°44'56" West a distance of 60.00 feet to a point;

8) North 01°15'04" West a distance of 60.00 feet to a point in the center of Bulls Head Road.

REPLACEMENT OF BRIDGE S-37 (SN 3343850)
BULLS HEAD ROAD (CR-19) OVER UTILE WAPPENGER CREEK
RIGHT OF WAY ACQUISITION MAP

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 7, 8 & 9
SHEET 3 OF 3



Thence along the centerline of said road the following courses and distances;

9) On a curve to the left with an arc length of 388.28 feet, with a radius of 494 feet, with a chord bearing of North 85°46'31" East, and with a chord length of 182.17 feet to a point;

10) North 76°22'56" East a distance of 13.01 feet to a point;

11) South 87°04'15" East a distance of 29.81 feet to the Point of Beginning

Containing 5,058 square feet or 0.116 acres more or less.

"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 18, 2016

Land Surveyor: Thomas E. Durborg

P.L.S. License No: 050732

Parcel 7 Area = 5,068 Sq. Ft.
0.116 Acres

Parcel 8 Area = 346 Sq. Ft.
0.008 Acres

Parcel 9 Area = 133 Sq. Ft.
0.003 Acres



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

Date: July 21, 2016

Hon. H.S. Koffe, AIA, ASLA, Commissioner of Public Works

Recommended by:

Date: July 21, 2016

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