

RESOLUTION NO. 2018037

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM WILLIAM EDWARDS AND KAREN SEIDER EDWARDS, IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Legislators METZGER, PULVER, ROMAN, SAGLIANO, HORTON, and THOMES 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 portion of real property in fee, as follows: a 227.43 +/- square foot parcel as shown on Map 22, Parcel 28, on 310 Myers Corners Road (CR 93), in the Town of Wappinger, Dutchess County, and is described as Parcel Identification Number 135689-6358-01-173549-0000, presently owned by William Edwards and Karen Seider Edwards, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner 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 sum of \$800, plus an authorization to spend up to an additional \$1,000 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 fee acquisition 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 fee acquisition, and be it further

RESOLVED, that on the receipt from the property owner 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 to the property owners a sum of \$800 plus an additional \$1,000 in related expenses, if necessary, in connection with the fee acquisition.

CA-021-18
AMS/kvh/R-0946-T
1/16/18
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 13th day of February 2018, 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 13th day of February 2018.

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 \$ 1,800

Total Current Year Revenue \$ 1,710
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

H0384.5110.3009 Roads ISTEAs

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$ 90
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:
RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM WILLIAM EDWARDS AND KAREN SEIDER
EDWARDS, PIN 8755.45: MYERS CORNERS ROAD, MYERS CORNERS ROAD (CR 93)
IMPROVEMENTS PROJECT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Request authorization to acquire a fee acquisition of a 21.13+/- square meter (227.43+/- square foot) parcel as shown on
accompanying (Map 22, Parcel 28) for the purchase price of \$800.00

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

Map(s): 22

Parcel(s): 28

Edwards

2017037

This Agreement by and between WILLIAM EDWARDS and KAREN SEIDER EDWARDS, residing at 310 Myers Corners Rd., Wappingers 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 227.43± square feet of real property. Purchase price is \$800.
- a permanent easement to 0± square feet of real property. Purchase price is \$0.
- a temporary easement to 0± square feet of real property. Purchase price is \$0.

Located at 310 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel(s) 28 on Exhibit "A", attached hereto.

Being a portion of those same lands described in a Bargain and Sale deed dated December 8, 1993 and recorded on 12/28/1993 in Liber 1938 of Deeds at Page 21 in the Office of the County Clerk for Dutchess County (re: Grid # 6358-01-173549),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: bushes and lawn.

3. PURCHASE PRICE. The total purchase price is EIGHT HUNDRED AND 00/100 DOLLARS (\$800.00). 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 December 15, 20 17. 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 EASEMENT. The term of the Temporary Easement(s) shall be for three (3) years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement 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 Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Easement for an additional one year. _____. The Buyer shall include a check for the sum of \$ _____ 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.
- 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 _____, 20____, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Seller: William Edwards
WILLIAM EDWARDS

Seller: Karen Seider Edwards
KAREN SEIDER EDWARDS

Department of Law

APPROVED AS TO CONTENT:

COUNTY OF DUTCHESS

Department of Public Works

Print Name: _____

Title: _____



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS.

FIN 8755.45

MAP NO. 22
PARCEL NO. 28
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 fee acquisition, 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.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 28, 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 MARK A. LANCASTER AND LOREN LANCASTER (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF WILLIAM EDWARDS AND KAREN SEIDER EDWARDS (REPUTED OWNERS) ON THE EAST, SAID POINT BEING 6.27±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 4+172.504± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE SOUTH 21°-20'-56" EAST ALONG SAID DIVISION LINE 2.76±m(9.0±FT.) TO A POINT 9.01±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 4+172.137± OF SAID BASELINE; THENCE NORTH 75°-12'-52" EAST THROUGH THE PROPERTY OF WILLIAM EDWARDS AND KAREN SEIDER EDWARDS (REPUTED OWNERS) 13.02±m(42.7±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 11.98±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 4+191.336± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 89°-03'-04" WEST 12.50±m(41.0±FT.) TO A POINT 6.32±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 4+173.721± OF SAID BASELINE; AND (2) SOUTH 63°-18'-04" WEST 1.22±m(4.0±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 21.13± SQUARE METERS (227.43± SQUARE FEET) MORE OR LESS.

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 4+074.759; THENCE NORTH 60°-59'-41" EAST TO STATION 4+187.644; THENCE SOUTH 88°-33'-29" EAST TO STATION 4+358.157.

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 _____ 2017

Robert H. Balkind, P.E.
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 _____ 2017

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

Naser Consulting P.A.
18 Computer Drive East, Suite 205
Albany, NY 12205

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____