

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2018035

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY
FROM JOHN L. POZO AND MAUREEN L. POZO, IN CONNECTION
WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD
(CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Legislators METZGER, PULVER, ROMAN, SAGLIANO, THOMES, and HORTON 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, as follows: a 3,035.58 +/- square foot parcel as shown on Map 37, Parcel 45, on 1 Hi View Road, in the Town of Wappinger, Dutchess County, and is described as Parcel Identification Number 135689-6358-01-023552-0000, presently owned by John L. Pozo and Maureen L. Pozo, 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 total sum of \$9,700, 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 total sum of \$9,700 plus an additional \$1,000 in related expenses, if necessary, in connection with the fee acquisition.

CA-019-18
AMS/kvh/R-0946-II
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 \$ 10,700

Total Current Year Revenue \$ 10,165
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 ISTE A

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$535
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:
RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM JOHN L. POZO AND MAUREEN L. POZO, 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 282.02+/- square meter (3,035.58+/- square foot) parcel as shown
on accompanying (Map 37, Parcel 45) for the purchase price of \$9,700.00

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: 37

Parcel: 45

This Agreement by and between JOHN L. POZO and MAUREEN L. POZO, residing at 1 Hi View Road, 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 3,035.58± square feet of real property. Purchase price is \$9,700.
- 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 1 Hi View Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel 45 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated May 24, 1980 and recorded December 3, 1980 in Liber 1548 of Deeds at Page 146 in the Office of the County Clerk for Dutchess County (re: Grid # 6358-01-023552),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: lawn and trees.
3. PURCHASE PRICE. The total purchase price is NINE THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$9,700). 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, 2017. 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.

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.

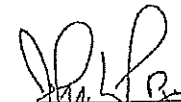
12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 25th day of October, 2017, the parties have entered into this Agreement.

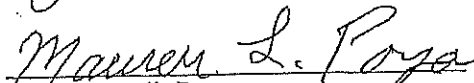
APPROVED AS TO FORM:

Department of Law

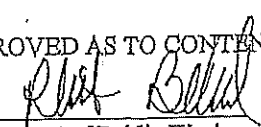
Seller: _____


John L. Pozo

Seller: _____


Maureen L. Pozo

APPROVED AS TO CONTENT:


Department of Public Works

COUNTY OF DUTCHESS

Print Name: _____

Title: _____

Rev1

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

PIN 0755,45

MAP NO. 37
PARCEL NO. 45
SHEET 1 OF 2

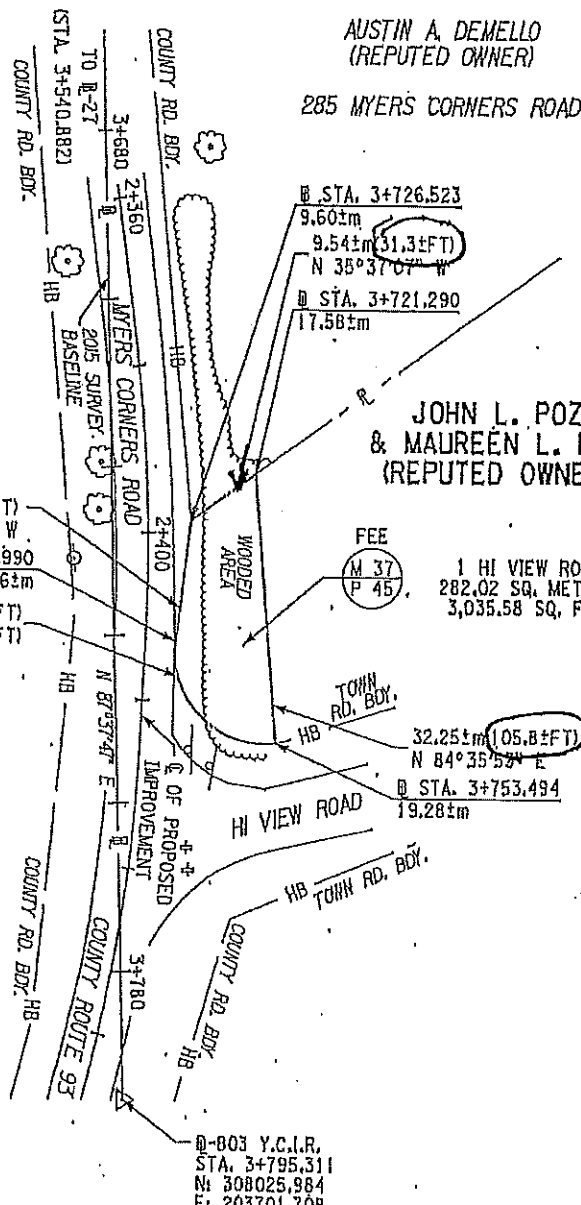
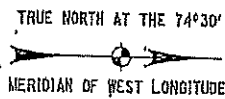
Originals of this map (sheets 1 and 2)
are on file at the offices of the
Dutchess County Department of
Public Works.

JOHN L. POZO
& MAUREEN L. POZO
(REPUTED OWNERS)
L. 1548 P. 146

Town of Wappinger
County of Dutchess
State of New York

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax
Parcel ID No.
135609-6388-01-023562-0000

REPUTED OWNER:
JOHN L. POZO
& MAUREEN L. POZO
1 HI VIEW ROAD
WAPPINGERS FALLS, NY 12590



14.62±m(48.0±FT)
N 83°58'00" W
@ STA. 3+740.990
7.46±m
R= 10.95±m(35.9±FT)
L= 19.80±m(65.0±FT)

AUSTIN A. DEMELLO
(REPUTED OWNER)
285 MYERS CORNERS ROAD

@ STA. 3+726.523
9.60±m
9.54±m(31.3±FT)
N 35°37'07" W
@ STA. 3+721.290
17.58±m

JOHN L. POZO
& MAUREEN L. POZO
(REPUTED OWNERS)

FEE
(M 37
P 45)
1 HI VIEW ROAD
282.02 SQ. METERS
3,035.58 SQ. FT±

32.25±m(105.8±FT)
N 84°35'59" E
@ STA. 3+753.494
19.28±m

D-803 Y.C.I.R.
STA. 3+795.311
N: 308025,984
E: 203701.708

1.285m (4.217 FT)
PK 102 IN
WHITE LINE

2.233m (7.327 FT)
PK 102 IN
WHITE LINE

12.721m (41.747 FT)
PK 102 IN
POLE

125.501 TO 202.501

@ STA. 3+540.882
E-27 Y.C.I.R.

H/S/PCS EAST 20NC HD 03/98
N: 308015.616m
E: 203147.485m

2.368m (7.771 FT)
CORNER OF CATCH
BASIN

1.316m (4.319 FT)
CORNER OF CATCH
BASIN

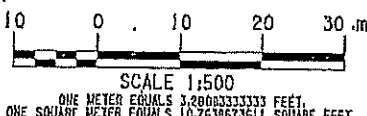
1.127m (3.697 FT)
WHITE LINE CENTERLINE

UTILITY POLE

100 FT INT. TO 50 FT

@ STA. 3+795.311
E-803 Y.C.I.R.

H/S/PCS EAST 20NC HD 03/98
N: 308025.984m
E: 203701.708m



MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

FILE NAME: G:\MAPS\2002\11855\11855.DWG

