

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2018039

RE: AUTHORIZING ACQUISITION IN FEE AND A PERMANENT EASEMENT OF REAL PROPERTY FROM HUA XIA JI AND XIA PING WANG, 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 in fee, on a 249.37 +/- square foot parcel as shown on Map 11, Parcel 15, and a permanent easement on a 1,252.46 +/- square foot parcel as shown on Map 11, Parcel 14, on 248 Myers Corners Road (CR 93), in the Town of Wappinger, Dutchess County, both of which are described as portions of parcel identification number 135689-6258-02-820517-0000, presently owned by Hua Xia Ji and Xia Ping Wang, 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 in fee for the sum of \$2,725, and the permanent easement for the sum of \$1,975 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 both the fee acquisition of the property and the permanent easement 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 for the fee acquisition the sum of \$2,725 and for the permanent easement the sum of \$1,975 plus up to an additional \$1,000 in related expenses, if necessary, in connection with the fee acquisition.

CA-025-18  
AMS/kvh/R-0946-J  
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 13<sup>th</sup> 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 13<sup>th</sup> day of February 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Myers Corners Road (CR 93) Improvements  
PIN OR CIN: 8755.45 Map: 11

Parcels: 14 & 15

Wang  
# 2018039

This Agreement by and between HUA XIA JI and XIA PING WANG, residing at 248 Myers Corners Road, Wappingers Falls, NY 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 249,37± square feet of real property Purchase price is \$2,725
- a permanent easement to 1,252.46± square feet of real property. . Purchase price is \$1,975.
- a temporary easement to 0.00± square feet of real property. Purchase price is 0

Located at 248 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcels 14 & 15 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated 6/1/2004 and recorded 6/7/2004 in Document # 02 2004 5969 in the Office of the County Clerk for Dutchess County (re: Grid #6258-02-820517),

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: lawn, misc. landscaping, asphalt, 2 post lanterns.
- 3. PURCHASE PRICE. The total purchase price is FOUR THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS (\$4,700.00). 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 11/11, 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 cost of each additional one year term shall be \$\_\_\_\_\_. 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 21<sup>st</sup> day of September, 2017, the parties have entered into this Agreement.

APPROVED AS TO FORM:

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

SELLER: Hua Xia Ji by XIAPING WANG  
Hua Xia Ji Attorney in fact

SELLER: Xia Ping Wang  
Xia Ping Wang

APPROVED AS TO CONTENT:

[Signature]  
Department of Public Works

COUNTY OF DUTCHESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



REALIGNMENT OF  
COUNTY ROUTE 93  
MYERS CORNERS ROAD

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8765.45

MAP NO. 11  
PARCEL NOS. 14 & 15  
SHEET 2 OF 3

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 fee and 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. 14, 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 MICHAEL J. KUZMICH (REPUTED OWNER) ON THE WEST AND THE PROPERTY OF HUA XIA JI AND XIA PING WANG (REPUTED OWNERS) ON THE EAST, SAID POINT BEING 6.67±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+023.845± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THENCE SOUTH 08°-59'-45" EAST ALONG SAID DIVISION LINE 2.59±m(8.5±FT.) TO A POINT 9.22±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+024.318± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF HUA XIA JI AND XIA PING WANG (REPUTED OWNERS) THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) SOUTH 84°-46'-39" EAST 25.26±m(86.2±FT.) TO A POINT 10.93±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+050.526± OF SAID BASELINE; (2) SOUTH 19°-47'-47" EAST 1.01±m(3.3±FT.) TO A POINT 11.87±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+050.892± OF SAID BASELINE; (3) SOUTH 82°-42'-54" EAST 4.52±m(14.8±FT.) TO A POINT 12.32±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+055.390± OF SAID BASELINE; (4) NORTH 08°-27'-33" EAST 0.93±m(3.0±FT.) TO A POINT 11.40±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+055.503± OF SAID BASELINE; (5) SOUTH 83°-04'-25" EAST 6.88±m(22.6±FT.) TO A POINT 12.05±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+062.352± OF SAID BASELINE; AND (6) SOUTH 87°-29'-41" EAST 24.06±m(78.9±FT.) TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF HUA XIA JI AND XIA PING WANG (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF FIORE MUSCETTA AND CAROLYN MUSCETTA (REPUTED OWNERS) ON THE EAST, THE LAST MENTIONED POINT BEING 12.47±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+066.408± OF SAID BASELINE; THENCE NORTH 11°-34'-45" WEST ALONG THE LAST MENTIONED DIVISION LINE 1.19±m(3.9±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 11.31±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+086.139± OF SAID BASELINE; THENCE NORTH 84°-14'-15" WEST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) 8.89±m(29.2±FT.) TO A POINT ON THE PROPOSED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 10.65±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+077.278± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED PROPOSED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 05°-45'-45" WEST 0.50±m(1.6±FT.) TO A POINT 11.15±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+077.241± OF SAID BASELINE; (2) NORTH 84°-14'-15" WEST 46.33±m(152.0±FT.) TO A POINT 7.71±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+031.034± OF SAID BASELINE; AND (3) NORTH 05°-45'-45" EAST 0.50±m(1.6±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 7.21±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+031.071± OF SAID BASELINE; THENCE NORTH 84°-14'-15" WEST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) 7.25±m(23.8±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 116.36± SQUARE METERS (1,252.46± 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.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREAFTER DESIGNATED AS PARCEL NO. 15, 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), SAID POINT BEING 10.65±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+077.278± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE THROUGH THE PROPERTY OF HUA XIA JI AND XIA PING WANG (REPUTED OWNERS) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 05°-45'-45" WEST 0.50±m(1.6±FT.) TO A POINT 11.15±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+077.241± OF SAID BASELINE; (2) NORTH 84°-14'-15" WEST 46.33±m(152.0±FT.) TO A POINT 7.71±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+031.034± OF SAID BASELINE; AND (3) NORTH 05°-45'-45" EAST 0.50±m(1.6±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 7.21±m DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+031.071± OF SAID BASELINE; THENCE SOUTH 84°-14'-15" WEST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) 46.33±m(152.0±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 23.17± SQUARE METERS (249.37± SQUARE FEET) MORE OR LESS.

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