

PUBLIC WORKS & CAPITAL PROJECTS
REPLACED BY DPW 8/7/2019

RESOLUTION NO. 2019217

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION
FROM DAVID DALY AND MARLENE DALE IN
CONNECTION WITH THE BEEKMAN ROAD (CR 9)
IMPROVEMENTS IN THE TOWNS OF EAST
FISHKILL AND BEEKMAN, DUTCHESS COUNTY,
NEW YORK (PIN 8755.38)

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

WHEREAS, the Department of Public Works (DPW) has proposed improvements to Beekman Road (CR 9) in the Towns of East Fishkill and Beekman, a project which includes the acquisition of certain portions of real property, and

WHEREAS, this Legislature in Resolution No. 2014271 approved and adopted the Full Environmental Assessment Form concluding that the involved project will not have a significant negative impact on the environment based on the criteria provided in 6 NYCRR 617.79(a)-(c), and

WHEREAS, the DPW has made a determination that in order to complete the improvement project referenced above, it is necessary to acquire a fee acquisition on a portion of property shown on Map 29, Parcel 30 (approximately 1,635.78+/- square feet) located at 657 Beekman Road in the Town of Beekman with the Parcel Identification Number 132200-6658-00-129394-0000 and in the Town of East Fishkill with the Parcel Identification Number 123800-6658-03-123342, present owned by David Daly and Marlene Dale, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owners is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$11,200 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

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 this acquisition, and be it further

RESOLVED, that upon the receipt from the property owners of an 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 the sum of \$11,200 and up to \$1,000 in related expenses, if any, for such conveyance, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-161-19

AMS/sc file #R-0934-DD

08/6/19

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 12th of August 2019, 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 12th day of August 2019.

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 \$ 12,200

Total Current Year Revenue \$ 11,590
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

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$610
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:

RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM DAVID DALY AND MARLENE DALE, IN CONNECTION WITH PIN 8755.38: BEEKMAN ROAD (CR 9) IMPROVEMENTS, TOWNS OF EAST FISHKILL AND BEEKMAN, DUTCHESS COUNTY

Request authorization to acquire in fee a 151.97+/- square meter, (1,635.78+/- square foot) parcel as shown on (Map 29, Parcel 30) for the purchase price of \$11,200.00.

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: **Beekman Road (CR 9) Highway Improvements**

PIN OR CIN: **8755.38**

Map: **29**

Parcel: **30**

This Agreement by and between **DAVID DALY** and **MARLENE DALY (AKA MARLENE DALE)**, residing at 657 Beekman Road, Hopewell Junction, New York 12533, 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 **1,635.78±** square feet of real property. Purchase price is **\$11,200.**

☐ *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 **657 Beekman Road, Town of East Fishkill (6658-03-123342)**; and located at **Beekman Road, Town of Beekman (6658-00-129394)**, Dutchess County, New York, and is further described as parcel 30 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain Bargain and Sale Deed dated June 10, 2004 and recorded August 11, 2004 as Document # 02 2004 8163 which is the vesting deed and rests on a Bargain and Sale Deed dated July 18, 1960 and recorded July 18, 1960 in Liber 1032 at Page 305, both having been recorded in the Office of the County Clerk for Dutchess County (re: Grid # 6658-03-123342 & 129394),

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: **paved driveway, lawn, ground cover (wood chips), 1 large pine tree, wire mesh fencing with wood post, 2 stone pillars, and re-establish off road parking.**

3. **PURCHASE PRICE.** The total purchase price is **ELEVEN THOUSAND, TWO HUNDRED AND 00/100 DOLLARS (\$11,200.00)**. 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 June 30, 2019. 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 \$ N/A 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 20th day of MAY, 2019, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Seller:


David Daly

Department of Law

Seller:

Mr. Marked

Marlene Daly (aka Marlene Dale)

APPROVED AS TO CONTENT:

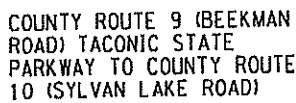
COUNTY OF DUTCHESS

Department of Public Works

Print Name:

Title:

Date:



'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 29
PARCEL NO. 30
SHEET 1 OF 2

DAVID DALY
& MARLENE DALE
(REPUTED OWNERS)
DOCUMENT# 02-2004-8163

Town of East Fishkill
and Beekman
County of Dutchess
State of New York

REPUTED OWNER:
DAVID DALY
& MARLENE DALE
657 Beekman Road
Hopewell Junction, NY 12533

ACQUISITION DESCRIPTION:

Type: FEE
Portion of Real Property Tax
Parcel ID Nos.
132800-6658-03-123342-0000 &
132200-6658-00-129394-0000

DAVID DALY
& MARLENE DALE
(REPUTED OWNERS)

657 Beekman Road
151.97 SQ. METER±
1,635.78 SQ. FT±

PAUL C. BOCCIA &
ELIZABETH LIEBERMAN
(REPUTED OWNERS)

649 BEEKMAN ROAD

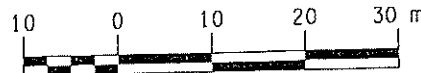
 $30.70 \pm m(100.7 \pm FT)$

B STA. 12+347.329

 $29.43 \pm m(96.5 \pm FT)$

B STA. 12+318.385

-61 Y.C.I.R.
STA. 12+273.322
N: 307327.2789
E: 213030.0244



SCALE 1:500

ONE METER EQUALS 3.280833333 FEET.
ONE SQUARE METER EQUALS 10.7639 B73611 SQUARE FEET.

MAP NUMBER

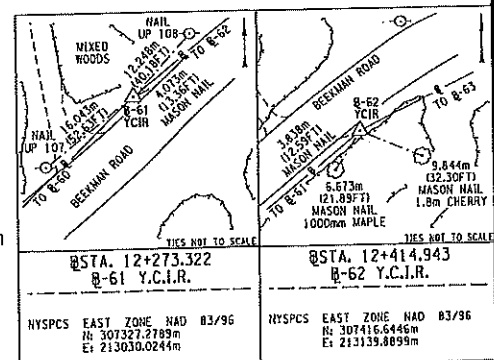
REVISÉD DATE

DATE PREPARED

PREPARED BY J. BAIRD

CHECKED BY R. DIEHL

FINAL CHECK BY J. MALINOWSKI



FILE NAME : G:\m\J-8E2\ROM\Acq_Hop\1129930.dgn

PIN 8755.38

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.

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), SAID POINT BEING 6.81±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+318.385± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 9 (BEEKMAN ROAD); THENCE THROUGH THE PROPERTY OF DAVID DALY AND MARLENE DALE (REPUTED OWNERS) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 40°-29'-45" EAST 29.43±m(96.5±FT.) TO A POINT 12.11±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+347.329± OF SAID BASELINE; (2) NORTH 46°-16'-24" EAST 30.70±m(100.7±FT.) TO A POINT 14.57±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+377.935± OF SAID BASELINE; AND (3) NORTH 65°-21'-24" EAST 10.52±m(34.5±FT.) TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), THE LAST MENTIONED POINT BEING 11.94±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+388.119± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 47°-46'-39" WEST 16.73±m(54.9±FT.) TO A POINT 11.04±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+371.418± OF SAID BASELINE; AND (2) SOUTH 46°-18'-50" WEST 53.20±m(174.5±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 151.97± SQUARE METERS (1,635.78± SQUARE FEET) MORE OR LESS.

BEGINNING AT STATION 12+273.322; THENCE NORTH 50°-52'-29" EAST TO STATION 12+414.943.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

Date Oct 2 2017

Date September 15th 2017

M.J. Engineering and Land Surveying, P.C.
1533 Crescent Road
Clifton Park, NY 12065

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

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COUNTY ROUTE 9 (BEEKMAN ROAD)
TACONIC STATE PARKWAY TO COUNTY ROUTE 10 (SYLVAN LAKE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 29
PARCEL NO. 30
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.

DAVID DALY
& MARLENE DALE
(REPUTED OWNERS)

DOCUMENT# 02-2004-8163

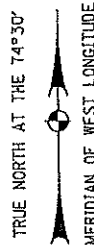
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ACQUISITION DESCRIPTION:

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Portion of Real Property Tax
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657 Beekman Road
151.97 SQ. METER
1,635.78 SQ. FT.

PAUL C. BOCCIA &
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649 BEEKMAN ROAD

30.70±m(100.7±FT)

N 46°16'24" E

STA. 12+347.329

12.11±m

29.43±m(96.5±FT)

N 40°29'45" E

STA. 12+318.385

6.81±m

GRAVEL DRIVE

CHAIN LINK FENCE

75mm BIRCH

75mm PINES

108 24265 PINES

IP

300mm MAPLE

STUMPS

100mm - 300mm MIXED WOODS

100mm - 600mm HARDWOODS

100mm - 300mm MIXED WOODS

100mm - 300mm MIXED WOODS

100mm - 300mm MIXED WOODS

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TOWN OF BEEKMAN
TOWN OF EAST FISHKILL

FEE

M 29

P 30

STA. 12+377.935

14.57±m

50mm - 300mm MIXED WOODS

150mm OAK

ASPH DRIVE

STUMP

100mm - 300mm MIXED WOODS

100mm - 300mm MIXED WOODS

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10.52±m(34.5±FT)

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STA. 12+388.119

11.94±m

E38895

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COUNTY ROUTE 9 (BEEKMAN
ROAD) TACONIC STATE
PARKWAY TO COUNTY ROUTE
10 (SYLVAN LAKE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 0755.30

MAP NO. 29
PARCEL NO. 30
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. 30, situate in the Town of East Fishkill and Beekman, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), SAID POINT BEING 6.81±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+318.385± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 9 (BEEKMAN ROAD) THENCE THROUGH THE PROPERTY OF DAVID DALY AND MARLENE DALE (REPUTED OWNERS) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 40°-29'-45" EAST 29.43±m(96.5±FT.) TO A POINT 12.11±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+347.329± OF SAID BASELINE; (2) NORTH 46°-16'-24" EAST 30.70±m(100.7±FT.) TO A POINT 14.57±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+377.935± OF SAID BASELINE; AND (3) NORTH 65°-21'-24" EAST 10.52±m(34.5±FT.) TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), THE LAST MENTIONED POINT BEING 11.94±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+388.119± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 47°-46'-39" WEST 16.73±m(54.9±FT.) TO A POINT 11.04±m DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 12+371.418± OF SAID BASELINE; AND (2) SOUTH 46°-18'-50" WEST 53.20±m(174.5±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 151.97± SQUARE METERS (1,635.78± SQUARE FEET) MORE OR LESS.

BEGINNING AT STATION 12+273.322; THENCE NORTH 50°-52'-29" EAST TO STATION 12+414.943.

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 Oct 2 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 September 15th 2017

Joseph G. Malinowski
Joseph G. Malinowski - Land Surveyor
P.L.S. License No. 050314

M.J. Engineering and Land Surveying, P.C.
1533 Crescent Road
Clifton Park, NY 12065

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____