

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Replacement of Bridge W-21 (BIN 3344060), Stanford Road Over the East Branch of the Wappinger Creek, Town of Washington, Dutchess County

Map 2, Parcels: 1, 2 Map 3, Parcels: 1, 2, 3, 4

This Agreement by and between the VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545, 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, the following parcels:

a fee acquisition of 129+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 2, Parcel 1, attached hereto:

a temporary easement to 5,070+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 2, Parcel 2, attached hereto:

a permanent easement to 2,424+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 3, Parcel 1, attached hereto:

a fee acquisition of 218+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 3, Parcel 2, attached hereto:

a fee acquisition of 185+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 3, Parcel 3, attached hereto:

a temporary easement to 851+/- square feet of real property located on Stanford Road, Millbrook Village, further described on Map 3, Parcel 4, attached hereto:

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None
3. PURCHASE PRICE. Donation
4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location. This Agreement is subject to the approval of the Dutchess County Legislature.

5. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. 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 two (2) years. The commencement date may be up to six (6) months after the execution of the temporary easement.
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.

13. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this 29TH day of JUNE 2023, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: *Tw Coley*, MAYOR
Village of Millbrook

.....
Department of Law

APPROVED AS TO CONTENT:

BUYER: _____
County of Dutchess

.....
Department of Public Works

Print Name: _____

Title: _____

DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP
REPLACEMENT OF BRIDGE W-21

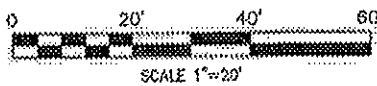
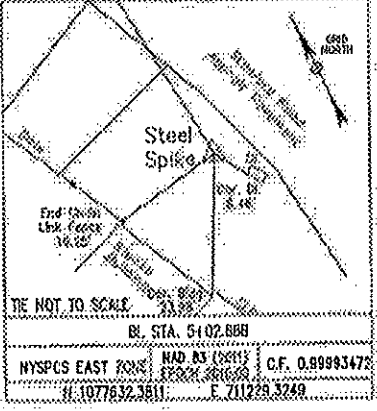
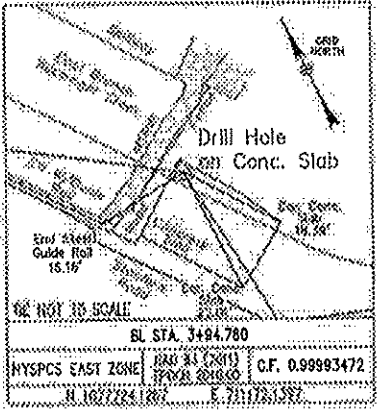
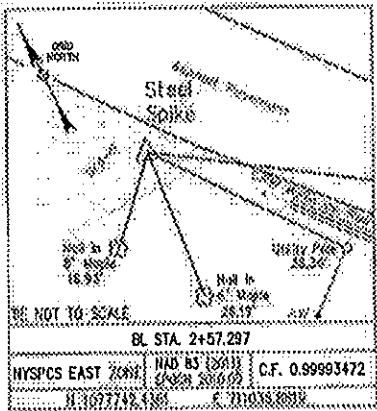
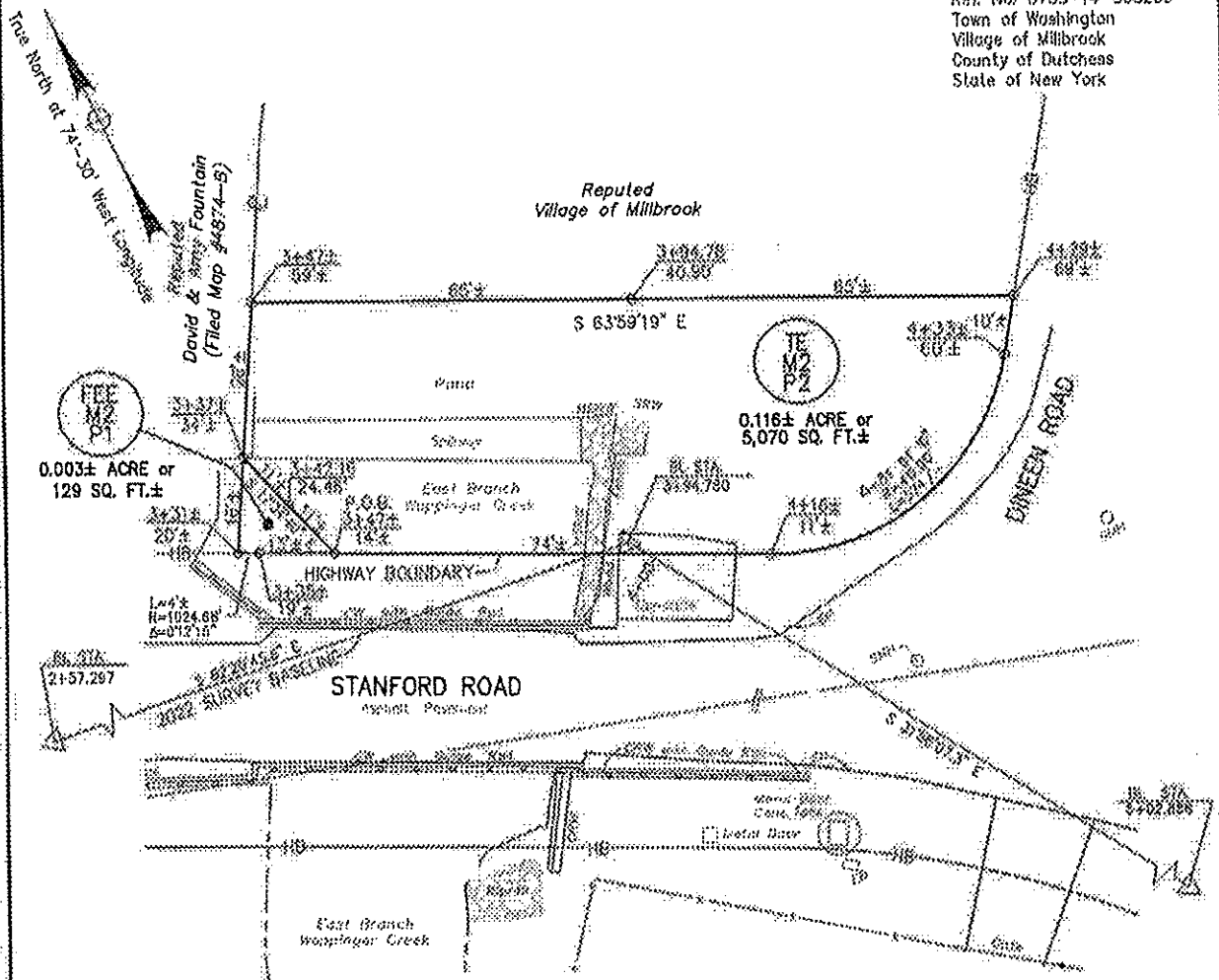
STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

MAP NO. 2
PARCEL NOS. 1 & 2
SHEET 1 OF 2 SHEETS

Parcel Locator Point:
N: 1,077,744.8368
E: 711,128.5879
NAD 83 (2011) Epoch 2010.00

VILLAGE OF MILLBROOK
(REPUTED OWNER)
LIBER 1799, PAGE 831

PARCEL SUMMARY:
Type: P1-Fee
P2-Temporary Easement
Portion of 2022 Tax Map
Ref. No. 6765-14-368259
Town of Washington
Village of Millbrook
County of Dutchess
State of New York



DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP
REPLACEMENT OF BRIDGE W--21

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

MAP NO. 2
PARCEL NOS. 1 & 2
SHEET 2 OF 2 SHEETS

Parcel No. 1

FSI

All that piece or parcel of property designated as Parcel No. 1, situate in the Town of Washington, Village of Millbrook, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the existing westerly boundary of Stanford Road, said point being 170 feet distant northwesterly measured at right angles, from station 9+41.1 of the survey baseline hereinafter described; thence along said existing westerly boundary of Stanford Road northwesterly 171 feet to a point distant northwesterly 172 feet measured at right angles, from station 9+41.1 of said baseline; thence continuing northwesterly along said existing westerly boundary of Stanford Road following a curve to the center having a radius of 1234.88 feet at a distance of 41 feet to a point on said curve; thence along said curve to the center having a radius of 1234.88 feet at right angles, from station 9+41.1 of said baseline; thence along said curve to the center having a radius of 161 feet at right angles, from station 9+41.1 of said baseline; thence along said curve to the center having a radius of 161 feet at right angles, from station 9+41.1 of said baseline; thence along said curve to the center having a radius of 24.46 feet measured at right angles, from station 9+41.1 of said baseline; thence continuing westerly through lands of the grantor herein North 17° 34' 30" East 170 feet to a point on the westerly boundary of the grantor herein South 17° 34' 30" East 170 feet to the point of beginning being 170 square feet or 0.003 acre more or less.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Stanford Road Bridge over the East Branch of the Wappinger Creek and described as follows:

Beginning at station 2+57.297; thence South 82° 20' 45.6" East to station 3+94.780.
All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

Parcel No. 2

TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

A temporary easement to be conveyed in, on and over the property hereinafter described and hereinafter described for the purpose of maintaining highway improvements. Such easement shall be extended to and to all that piece or parcel of property designated as Parcel No. 2, situate in the Town of Washington, Village of Millbrook, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the existing northerly boundary of Stanford Road, said point being 170 feet distant northwesterly measured at right angles, from station 9+41.1 of the survey baseline hereinafter described; thence through lands of the grantor herein North 17° 34' 30" East 171 feet to a point distant northwesterly 172 feet measured at right angles, from station 9+41.1 of said baseline; thence continuing through lands of the grantor herein North 17° 34' 30" East 170 feet to a point on the westerly boundary of the grantor herein North 17° 34' 30" East 170 feet measured at right angles, from station 9+41.1 of said baseline; thence along said lands northwesterly 342 feet measured at right angles, from station 9+41.1 of said baseline; thence along said lands northwesterly 261 feet to a point distant northwesterly 392 feet measured at right angles, from station 9+41.1 of said baseline; thence through lands of the grantor herein South 63° 59' 19" East 652 feet to a point in the westerly boundary of Bineen Road distant northwesterly 691 feet measured at right angles, from station 4+29.2 of said baseline; thence southerly along said westerly boundary of Bineen Road 102 feet to a point being distant northwesterly 602 feet measured at right angles, from station 4+33.5 of said baseline; thence continuing northwesterly along the westerly boundary of Bineen Road and the northerly boundary of Stanford Road following a curve to the right having a radius of 40.88 feet a distance of 571 feet to a point distant northwesterly 111 feet measured at right angles, from station 4+16.8 of said baseline; thence continuing along said northerly boundary of Stanford Road northwesterly 170 feet to the point of beginning; being 0.070 square feet or 0.001 acre more or less.

RESERVED: However, to the extent of any right, title or interest in and to the property delineated as Parcel No. 2 above, and such easement necessary to maintain the right of passage and the right of using said property and such easement may be further limited or restricted under the easement granted that which is necessary to effectuate the purpose for, and as established by the construction or reconstruction and as so constructed or reconstructed; the maintenance, of the highway.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Stanford Road Bridge over the East Branch of the Wappinger Creek and described as follows:

Beginning at station 2+57.297; thence South 82° 20' 45.6" East to station 3+94.780 and South 31° 56' 07.3" East to station 5+02.899.
All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

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 survey was performed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

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

Date: July 11, 2023
Robert A. Buckner, Jr.
COMMISSIONER



Date: July 11, 2023
Michael S. De...
P.C.S. LICENSE NO. 049330

**DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP
REPLACEMENT OF BRIDGE W-21**

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

MAP NO. 3
PARCEL NOS. 1, 2, 3 & 4
SHEET 1 OF 3 SHEETS

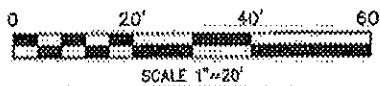
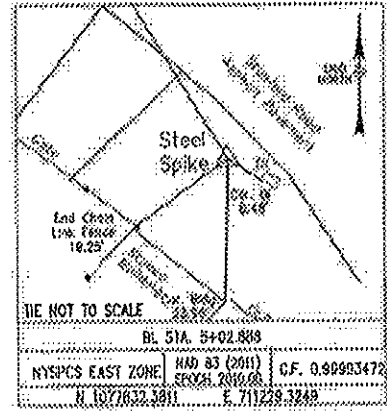
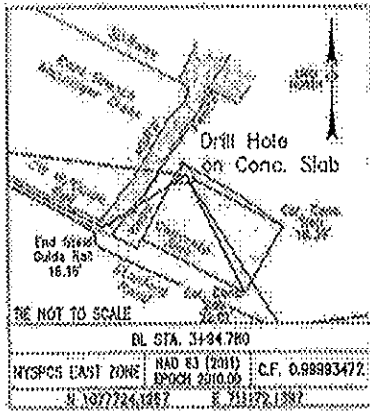
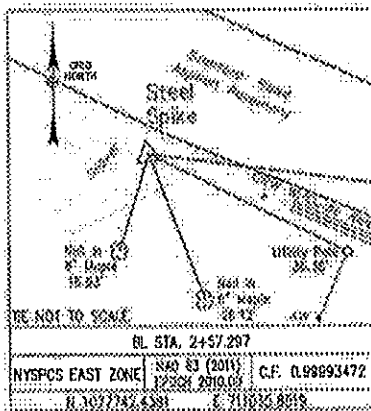
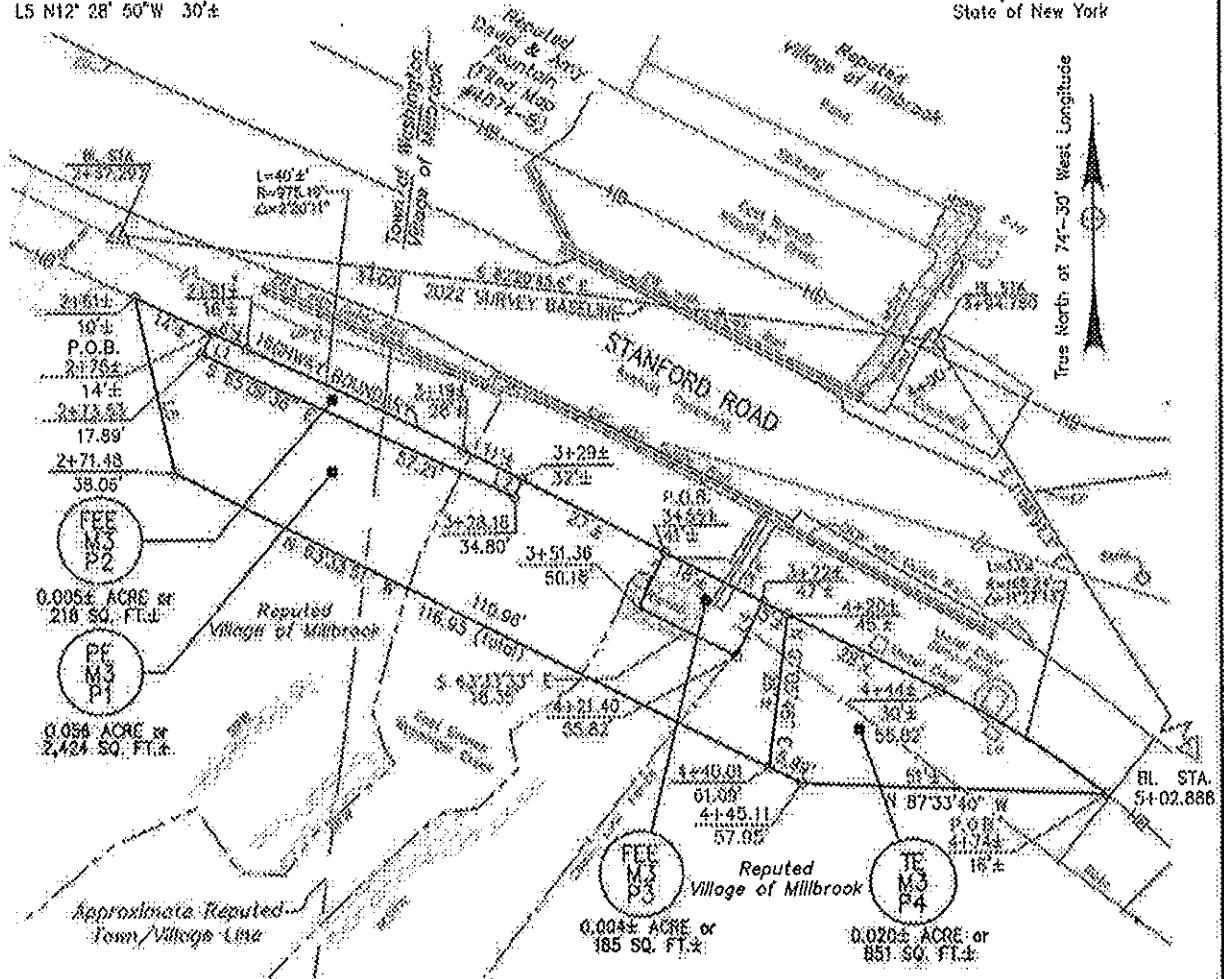
Parcel Locator Point:
N: 1,077,689.2488
E: 711,126.9437
NAO 83 (2011) Epoch 2010.00

VILLAGE OF MILLBROOK
(REPUTED OWNER)
CCD: LIBER 1995, PAGE 491
LIBER 649, PAGE 575
LIBER 1789, PAGE 831

PARCEL SUMMARY:
Type: P1-Permanent Easement
P2 & P3-~~Fee~~
P4-Temporary Easement

Portion of 2022 Tax Map
Ref. No. 6765-14-332250
Ref. No. 6765-14-345235
Ref. No. 6765-14-353221
Town of Washington
Village of Millbrook
County of Dutchess
State of New York

Line Table
L1 N24° 50' 24"E 4'±
L2 N24° 50' 24"E 3'±
L3 N26° 29' 28"E 10'±
L4 N26° 25' 13"E 10'±
L5 N12° 28' 50"W 30'±



DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP
REPLACEMENT OF BRIDGE W-21

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

MAP NO. 3
PARCEL NOS. 1, 2, 3 & 4
SHEET 3 OF 3 SHEETS

Parcel No. 4

TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

A Temporary easement to be exercised in, on, and over the property delineated above and hereinafter described for the purpose of constructing highway improvements. Such easement shall be exercised in and to all that place or parcel of property designated as Parcel No. 4, situated in the Town of Washington, Village of Millbrook, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the existing southerly boundary of Stanford Road, said point being 16x feet distant southwesterly measured at right angles, from station 4+74x of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) North 87° 33' 48" West 51x feet to a point distant southwesterly 57.25 feet measured at right angles, from station 4+43.11 of said baseline; (2) North 63° 33' 51" West 5.35 feet to a point distant southwesterly 61.09 feet measured at right angles, from station 4+40.01 of said baseline; (3) thence North 07° 05' 46" East 26x feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 45x feet measured at right angles from station 4+20x of said baseline; thence along said existing southerly boundary of Stanford Road southeasterly 28x feet to a point distant southwesterly 30x feet measured at right angles, from station 4+441 of said baseline; thence continuing along said existing southerly boundary of Stanford Road along a curve to the right having a radius of 155.24 feet a distance of 33x feet to the point of beginning; being 851 square feet or 0.020 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 4 above, 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 as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Stanford Road Bridge over the East Branch of the Wappinger Creek and described as follows:

Beginning at station 2+87.297; thence South 82° 20' 45.6" East to station 3+94.780 and South 31° 56' 07.3" East to station 5+02.888.

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: July 1, 2023

ROBERT J. ...
COMMISSIONER



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 survey was performed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: July 1, 2023

NICHOLAS M. ...
P.L.S., LICENSE NO. 049330