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.

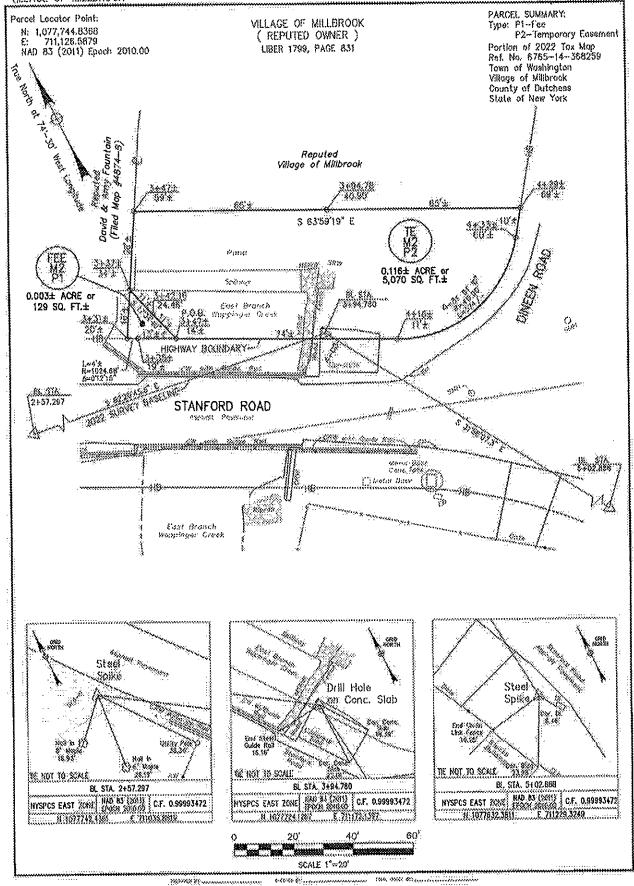
- 5. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held 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.

| shall constitute one agreement Agreement by signing any such electronic means applied hereto effect as a manually signed origin effect to copies of signatures. | t, and any of the parties hereto may execute this a counterpart. A facsimile of signature transmitted by or to any other document shall have the same and nal. This provision contemplates giving legal force and . This provision dose not contemplate the use of ated by New York State Technology Law Article 3, rds Act." |
|---|---|
| IN WITNESS WHEREOF, on this _ parties have entered into this Agreer | 29TH day of JUNE 2023, the ment |
| APPROVED AS TO FORM: | SELLER: 1 in Cally, may on Village of Millbrook |
| Department of Law | |
| APPROVED AS TO CONTENT: | BUYER:County of Dutchess |
| Department of Public Works | Print Name |
| | |

Title:

13. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together

STANFORD ROAD TOWN OF WASHINGTON VILLAGE OF MILLBROOK MAP NO. 2 PARCEL NOS. 1 & 2 SHEET 1 OF 2 SHEETS



STANFORD ROAD TOWN OF WASHINGTON VILLAGE OF MILLBROOK MAP NO. 2 PARCEL NOS. 1 & 2 SHEET 2 OF 2 SHEETS

Parcel No. 3

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

Beginning at a point on the execute controlly boundary of stations and, and point terms in the Satart controlly Beginning at 120 and 1

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Stanford Road Bridge ever the East Brench of the Mappinger Creek and described as follows:

Begining at station 2+57,297; thence South 82° 20' 45.6" East to station 3-94,780.

All bearings referred to TRUE BORTS of the 74° - 30' MERIDIAN OF MERY LONGITUDE.

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TEMPORARY SASEMENT FOR ETGRMAY PURPOSES

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RESERVED. Busever, to the court of the vest, title or interest in and to the property delineated as Parcel No. 2 above, and sade property is conscious in adjusted the state of property and sade above the feeting fraction of sade property and sade and sade in the feeting fraction of sade property and sade above the constraint of the constraint of recommendation and as so destructed or reconstraint, the constraint, the constraint in the constraint of recommendation and as so destructed or reconstraints.

The above mentalized survey baseline is a portion of the TO22 survey baseline for the reconstruction of the Stanford Road SCHOOS over the East Branch of the Mappinger Creek and described as follows:

Begining at station 2+57.297; thence South 62° 20' 48.6" East to station 3+84.780 and South 31 56' 07.3" East to station 5+02.896.

All bearings referred to TRUE NORTH at the 74° - 30" MERIDIAN OF NEST LONGITUDE,

I nereby certify that the property mapped above is necessary for this project, and the section thereof is terminated.

Date: 2023

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 certant Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

7 A A CHIEF SWEETON F. C. S. 1,7CENSE NO. 049330



STANFORD ROAD

MAP NO. 3 PARCEL NOS. 1, 2, 3 & 4 SHEET 1 OF 3 SHEETS TOWN OF WASHINGTON VILLAGE OF MILLBROOK PARCEL SUMMARY: Type: P1—Permanent Eosement P2 & P3*F99; P4--Temporary Eosement Parcel Locator Point: VILLAGE OF MILLBROOK N: 1,077,689 2486 (REPUTED OWNER) E: 711,126,9437 NAO 83 (2011) Epoch 2010.00 CCD: USER 1995, PAGE 491 LISER 649, PAGE 575 USER 1799, PAGE 831 Portion of 2022 Tex Mop Ref. No. 6765-14-332250 Line Table Ref. No. 6765-14-345235 Ref. No. 6765-14-353221 Li N24' 50' 24"E L2 N24' 50' 24"E 4 ± 3'± Town of Washington 13 N26' 29' 28"E L4 N26' 25' 13"E 10'4: Village of Millbrook County of Dutchess State of New York 10'± L5 N12' 28' 50"W 30°± a de Paris in the same O'Hear Majo congitude MONA SI . ‱ L=40'4' 787-30 TOTAL SURVEY BASISAN Ħ (out) TANCORD ROAD 10.1 P.O.B. ئۇ ئىل 31.28± 2512.53 17.89 3+29± 2+71.48 777 38.05 34.80 3+51,36 \$1.05 0.005± ACRE & 218 SQ. FT.J 110,50 THE SEE THOMAS Ropules Vilage of Webrock 30/3 0.050 ACRE N 2.424 SQ FT A Cir. BL. STA 54 02.888 🕸 of All N 187'33'40" W 1.018. 41.018. K ± Reputed Village of Millbrook Spproximate Keputed-0,004% ACRE or 185 SQ. FT.2 Town/Village Line Steel A. San **\$\$** Soike Drill Hole Steel on Cone. Slab Soike End (84%) 174: 86966 18.25 the not to scale HE NOT TO SCALE BL 51A. 5+02.888 BL STA, 2+57.297 BL STA. 3+84.780 WISPCS LAST MINE NAO 83 (2011) C.F. 0.98993472 U. NOT724,1887 \$19.00 C.F. 0.98993472 NYSPCS EAST ZONE | HAD 83 (2011) | C.F. 0.99993472 H 107/832,3811 | E. 7/11/29,3249 NYSPCS EAST ZONE | 1/25/24 2010,03 | C.F. 0.93893472 20' SCALE 1"#20"

STANFORD ROAD TOWN OF WASHINGTON WILLAGE OF MILLBROOK MAP NO. 3 PARCEL NOS. 1, 2, 3 & 4 SHEET 2 OF 3 SHEETS

Parce: No. 1

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STANFORD ROAD TOWN OF WASHINGTON VILLAGE OF MILLBROOK MAP NO. 3 PARCEL NOS. 1, 2, 3 & 4 SHEET 3 OF 3 SHEETS

Parcal No. 4

TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

A Temporary easement to be essentiated in, on and over the property 38 [1988] and above and bardisekter described for the purpose of constrainting highway improvements. Such vascared [1881] he exercised in and to all that piece or parcel of property designated as Fartel No. 4, allware in the first of Machinghon, Vallage of Millbrook, County of Datchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the existing someherly boundary of Stanford Road, said point being like feet distant southwesterly measured at right angles, from station 4+7%; of the survey baseline referenced hereafter; thence through lands of the granuor herein the following three (3) courses: (1) North 67 33 60 West 51% feet to a point distant southwesterly 57.03 station 4+45.11 of said Waysiass; (2) North 63 33 51 West 5.99 feet to a point distant southwesterly 61.09 feet measured at right XMMSSN, from station 4+40.01 of said baseline; (3) thence Morth 07 05 46 East 264 feet to a point in add existing southerly boundary of Stanford Road slowesterly 45% feet measured at right angles from station 4+20% of said baseline; thence along add existing southerly boundary of Stanford Road southeasterly 2% feet to a point distant southwesterly 30% feet measured at right angles, from station 4+441 of said baseline; thence continuing along said existing southerly boundary of Stanford Road southeasterly 30% 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 332 feet to the point of bagining; being 351 square feet or 0.020 acre more of 1888.

RESERVING, however, to the owner of any right, fittle ox interest in and no 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 uses shall not be further limited or restricted ender this easement beyond that which is necessary to effectuate its purposes for, and as escablished by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the Aerein project.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Stanford Road Bridge over the Bast Branch of the Mappinger Creek and described as Sollows:

Begining at station 2+87.297; thence South 82° 20' 15.6" 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.

Unauthorized alteration of a survey may bearing a licensed land surveou's seal is a violation of the New York State Education Law.

I hereby nertify that this survey was perfeamed in accordance with the current Standards for Land Surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: 2023

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended. Date: 2023