

RESOLUTION NO. 2026135

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION AND PERMANENT EASEMENT FROM THE TOWN OF WAPPINGER, IN CONNECTION WITH REPLACEMENT OF CULVERT WP-35, COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) OVER UNNAMED STREAM, TOWN OF WAPPINGER, DUTCHESS COUNTY

Legislators MUNN, BRENDLI, LAWLER, REDL, RHODES and WINSBY offer the following and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has proposed the replacement of culvert WP-35, County Route 94 (All Angels Hill Road) over an unnamed stream in the Town of Wappinger, a project which includes the acquisition of certain portions of property (the "Project"), and

WHEREAS, DPW has determined that the Project is an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law (the "New York State Environmental Quality Review Act" or "SEQRA") and its implementing regulations at 6 NYCRR Part 617, and will not have a significant effect on the environment, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire the following parcels both of which are located at Carroll Drive, in the Town of Wappinger, described as Parcel Identification Number 135689-6257-02-957600-0000, presently owned by the Town of Wappinger:

- (1) a fee acquisition on a portion of property shown on Map 3, Parcel 3 (approximately 101.58 +/- square feet)
- (2) a permanent easement on a portion of property shown on Map 9, Parcel 11 (approximately 15.00 +/- square feet) and,

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the Town of Wappinger is annexed hereto, and

WHEREAS, DPW has recommended that the subject property be purchased for the sum of \$281 for the fee acquisition and \$40 for the permanent easement, 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 her 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 easement, and be it further

RESOLVED, that upon receipt from the property owner of an executed deed and easement 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 owner the sum of \$321

PUBLIC WORKS

(\$281 and \$40 referenced above) 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-078-26
BP/rjw/mar
R-1092
07/01/2026
Fiscal Impact: See Attached

APPROVED

Susan J. Serino

SUSAN J. SERINO
COUNTY EXECUTIVE

Date Aug. 21, 2026

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 10th day of August 2026, and the same a true and correct transcript of said original Resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 11th day of August 2026.



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

 County Executive

BP County Attorney (as to form)

DW/BP DPW

SD/BP Finance

DAB/BP Comptroller

 Budget

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 321

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$321
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE REAL PROPERTY OWNED BY THE TOWN OF WAPPINGER IN CONNECTION WITH THE REPLACEMENT OF CULVERT WP-35, COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) OVER AN UNNAMED STREAM, TOWN OF WAPPINGER, DUTCHESS COUNTY, NY

Prepared by: Matthew W. Davis *MD*

Prepared On: 6/29/26

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: David C. Whalen, Acting Commissioner

FROM: Matthew Davis, Assistant Civil Engineer I MD

DATE: June 29, 2026

RE: RESOLUTION REQUEST – TO ACQUIRE REAL PROPERTY OWNED BY THE TOWN OF WAPPINGER IN CONNECTION WITH THE REPLACEMENT OF CULVERT WP-35, COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) OVER UNNAMED STREAM, TOWN OF WAPPINGER

Accompanying this memo is a Resolution Request Form, Fiscal Impact Statement and the signed Agreement to Purchase Real Property. The department is seeking authorization to acquire the following parcels:

- *A fee acquisition* of 101.58+/- square feet of real property being further described on Map 3, Parcel 3, for the purchase price of \$281.00
- *A permanent easement* to 15.00+/- square feet of real property further described on Map 9, Parcel 11, for the purchase price of \$40.00

These parcels are located on a portion of the property located on Carroll Drive, Town of Wappinger, County of Dutchess with the parcel number (135689-6257-02-957600-0000).

The subject project is a Type II Action pursuant 6 NYCRR Part 617 of the State Environmental Review Act (SEQRA).

AGREEMENT TO PURCHASE REAL PROPERTY

Project: REPLACEMENT OF CULVERT WP-35, COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) OVER UNNAMED STREAM, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

This Agreement by and between TOWN OF WAPPINGER, a municipal corporation, with offices at 20 Middlebush Road, Wappingers Falls, New York 12590, hereinafter referred to as "Seller", and COUNTY OF DUTCHESS, a municipal corporation, 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 by way of donation,

- ☒ a temporary easement to 3,937.73 +/- square feet of real property.
Purchase Price: \$2,454.00
- ☒ a permanent easement to 15.00 +/- square feet of real property.
Purchase Price: \$40.00
- ☒ a fee acquisition of 101.58 +/- square feet of real property.
Purchase Price: \$281.00

Located on Carroll Drive, Town of Wappinger, County of Dutchess, being further described on Maps 3,4,9 - Parcels 3,4,11, attached hereto.

Being a portion of those same lands described in that certain deed dated December 27, 2005, and recorded February 6, 2006, as Document Number 02 2006 1119, in the Office of the County Clerk for Dutchess County, re: Parcel Number (135689-6257-02-957600-000)

2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **TEMPORARY EASEMENT USE.** The temporary easement shall be exercised for the purpose of constructing or reconstructing a culvert together with all appurtenances.
4. **PERMANENT EASEMENT USE:** The permanent easement shall be exercised for the purpose of constructing and maintaining a guiderail end section.

5. **TERM OF TEMPORARY EASEMENT.** The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.
6. **PURCHASE PRICE.** The total purchase price is TWO THOUSAND, SEVEN HUNDRED, SEVENTY-FIVE AND 00/100 DOLLARS (\$2,775.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
7. **THE PARTY OF THE SECOND PART** is required to restore the property of the party of the first part that is disturbed as a result of construction personnel or equipment access to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.
8. **THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS** shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the easement premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.
9. **THE CONTRACTOR** hired by the party of the second part shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The party of the first part shall be listed as additional insured on the contractor's certificate of insurance.
10. **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.
11. **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

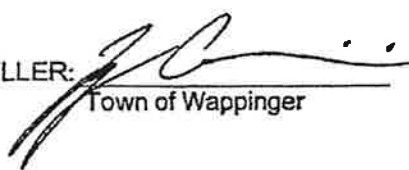
shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

12. 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.
 13. 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.
 14. 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.
 15. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent and temporary 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.
 16. 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.
 17. CLOSING DATE AND PLACE. Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
 18. 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 does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."
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IN WITNESS WHEREOF, on this _____ day of _____ 2026, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: 

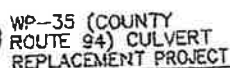
Town of Wappinger

APPROVED AS TO CONTENT:

Department of Public Works

BUYER: _____

County of Dutchess



'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 3
PARCEL NO. 3
SHEET 1 OF 2 SHEET

Originess of this map (streets 1 & 2)
are on file at the offices of the
Dutchess County Department of Public
Works.

TOWN OF WAPPINGER
(REPUTED OWNER)

DOCUMENT # 02 2006 1119
TRN 3

Town of Wappinger
County of Dutchess
State of New York

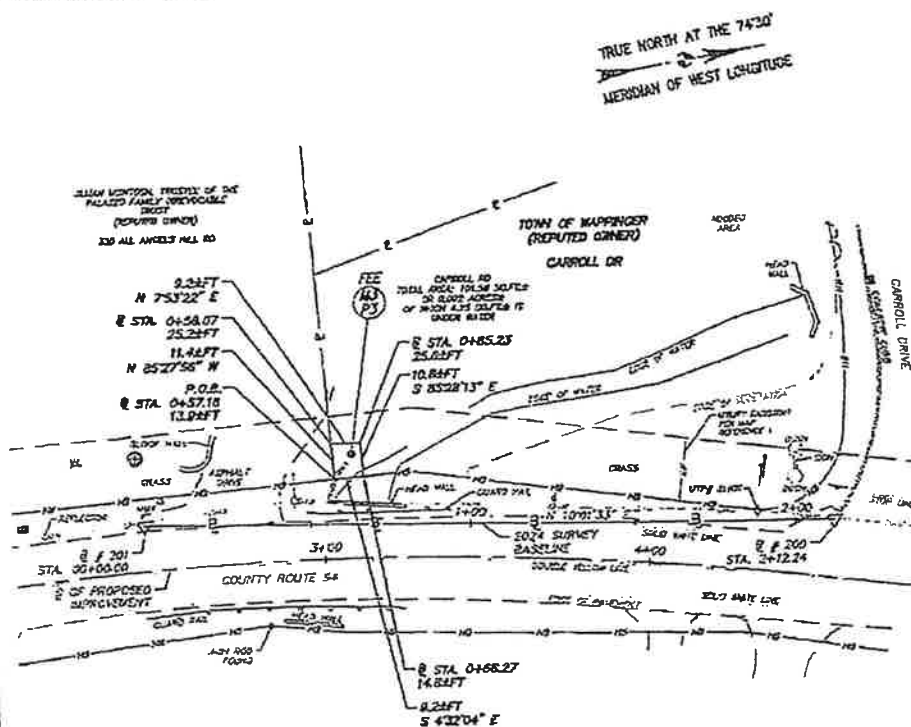
OWNER:
TOWN OF WAPPINGER
CARROLL DR
WAPPINGERS FALLS, NY 12590

ACQUISITION DESCRIPTION:

Type: FEE
Portion of Real Property Tax
Parcel ID No.
6257-02-857800

MAP REFERENCE INFORMATION:

1. MAP ENTITLED "METES & BOUNDS
PUBLIC IMPROVEMENT PLAN,
ROCKINGHAM FARMS-SECTION II, TOWN
OF WAPPINGER, DUTCHESS COUNTY,
NEW YORK", PREPARED BY HERBERT
L. KARTIGAYER, P.E., L.E., DATED
DECEMBER 9, 1965, LAST REVISED
JUNE 22, 1966 AND FILED IN THE
DUTCHESS COUNTY CLERK'S OFFICE
ON JULY 11, 1966 AS MAP No. 3425



SCALE : 1" = 30'

MAP NUMBER _____

REVISED DATE _____

DATE PREPARED _____

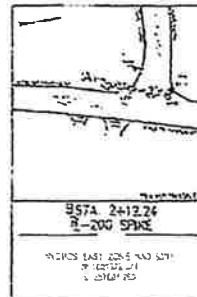
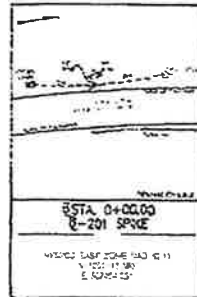
RECEIVED BY JOHN J. BART CHECKED BY FRANK DODD FINAL CHECK BY LESLIE WHITE



WP-35 (COUNTY
ROUTE 94) CULVERT
REPLACEMENT PROJECT

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 3
PARCEL NO. 3
SHEET 2 OF 2 SHEET



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 acquisition, for the purposes connected with the highway system of the County of Dutchess, pursuant to Section 113 of the Highway Law and Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 3, SITUATED 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 WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OF JULIAN MCINTOSH, TRUSTEE OF THE PALAZZO FAMILY IRREVOCABLE TRUST (REPUTED OWNER) ON THE SOUTH AND THE PROPERTY OF THE TOWN OF WAPPINGER (REPUTED OWNER) ON THE NORTH; SAID POINT BEING 13.9± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+57.16± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT; THENCE ALONG SAID DIVISION LINE NORTH 85°27'56" WEST 11.4± FEET TO A POINT 25.2± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+56.07± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF THE TOWN OF WAPPINGER (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 75°3'22" EAST 8.2± FEET TO A POINT 25.6± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+65.23± OF SAID BASELINE AND (2) SOUTH 85°28'13" EAST 10.8± FEET TO A POINT ON THE FIRST MENTIONED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94, SAID POINT BEING 14.8± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+66.27± OF SAID BASELINE; THENCE ALONG SAID BOUNDARY LINE SOUTH 43°2'04" EAST 9.2± FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING 101.58± SQUARE FEET MORE OR LESS OF WHICH 4.25± SQUARE FEET IS UNDER WATER.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2024 SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 0+00.00, THENCE NORTH 10°-01'-33" EAST TO STATION 2+12.24.

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 4/30/26 20__

Robert H. Bekked, P.E.

Robert H. Bekked, P.E.
Commissioner of Public Works

Unauthorized alteration of 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 April 22 2026

Lucas J. Boyer

LUCAS J. BOYER, Land Surveyor
P.L.S. License No. 050889

PREPARED BY QUINCY SAIF CHECKED BY CRISTIE COOPER FINAL CHECK BY LUCAS BOYER



WP-35 (COUNTY
ROUTE 94) CULVERT
REPLACEMENT PROJECT

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 4
PARCEL NO. 4
SHEET 1 OF 3 SHEET

Originals of this map (sheets 1, 2 & 3)
are on file at the offices of the
Dutchess County Department of Public
Works.

TOWN OF WAPPINGER
(REPUTED OWNER)

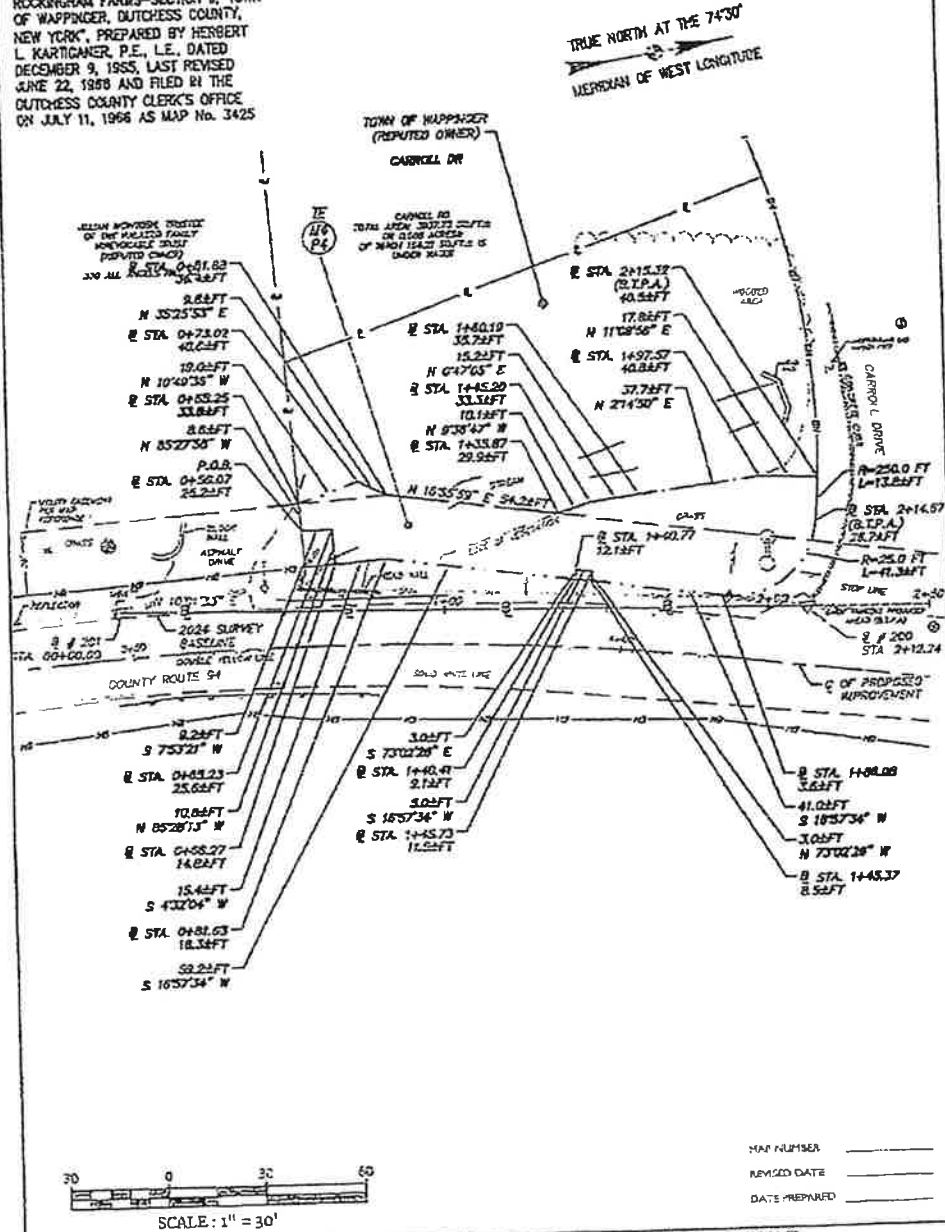
DOCUMENT # 02 2006 1119
TRN: 4

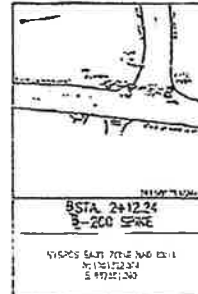
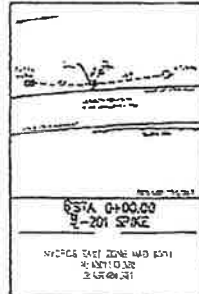
Town of Wappinger
County of Dutchess
State of New York

OWNER:
TOWN OF WAPPINGER
CARROLL DR
WAPPINGERS FALLS, NY 12590

ACQUISITION DESCRIPTION:
Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
6257-02-957600

MAP REFERENCE INFORMATION:
1. MAP ENTITLED "METES & BOUNDS
PUBLIC IMPROVEMENT PLAN,
ROCKINGHAM FARMS-SECTION II, TOWN
OF WAPPINGER, DUTCHESS COUNTY,
NEW YORK", PREPARED BY HERBERT
L. KARTICANER, P.E., L.E., DATED
DECEMBER 9, 1955, LAST REVISED
JUNE 22, 1968 AND FILED IN THE
DUTCHESS COUNTY CLERK'S OFFICE
ON JULY 11, 1968 AS MAP No. 3425





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 temporary easement, for the purposes connected with the highway system of the County of Dutchess, pursuant to Section 11B of the Highway Law and Eminent Domain Procedure Law.

PARCEL NO. 4, A TEMPORARY EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY DELINEATED ABOVE FOR THE PURPOSE OF A WORK AREA IN CONNECTION WITH THE CONSTRUCTION OR RECONSTRUCTION OF CULVERT AND APPURTENANCES FOR USE AND EXERCISABLE DURING THE CONSTRUCTION OR RECONSTRUCTION OF THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT AND TERMINATING UPON THE APPROVAL OF THE COMPLETED WORK, UNLESS SOONER TERMINATED IF DEEMED NO LONGER NECESSARY FOR OF THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT AND RELEASED BY THE COUNTY OF DUTCHESS OR OTHER AUTHORIZED REPRESENTATIVE ACTING FOR THE PEOPLE OF DUTCHESS COUNTY OR ITS ASSIGNS. SUCH EASEMENT SHALL BE EXERCISED IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 4, AS SHOWN ON THE ACCOMPANYING MAP:

BEGINNING AT A POINT ON THE PROPOSED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTY OF JILLIAN MCINTOSH, TRUSTEE OF THE PALAZZO FAMILY IRREVOCABLE TRUST (REPUTED OWNER) ON THE SOUTH AND THE PROPERTY OF THE TOWN OF WAPPINGER (REPUTED OWNER) ON THE NORTH; SAID POINT BEING 25.2± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+56.07± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT; THENCE ALONG SAID DIVISION LINE NORTH 85°27'58" WEST 8.6± FEET TO A POINT 33.8± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+55.25± OF SAID BASELINE, THENCE THROUGH THE PROPERTY OF THE TOWN OF WAPPINGER (REPUTED OWNER) THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) NORTH 10°49'36" WEST 19.0± FEET TO A POINT 40.6± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+73.02± OF SAID BASELINE, (2) NORTH 35°25'33" EAST 9.8± FEET TO A POINT 36.4± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+81.88± OF SAID BASELINE, (3) NORTH 15°55'59" EAST 54.2± FEET TO A POINT 29.9± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+35.67± OF SAID BASELINE, (4) NORTH 9°36'47" WEST 10.1± FEET TO A POINT 33.3± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+45.20± OF SAID BASELINE, (5) NORTH 0°47'05" EAST 15.2± FEET TO A POINT 35.7± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+50.19± OF SAID BASELINE, (6) NORTH 27°4'50" EAST 37.7± FEET TO A POINT 40.8± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+97.57± OF SAID BASELINE AND (7) NORTH 11°08'56" EAST 17.8± FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CARROLL DRIVE, SAID POINT BEING 40.5± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 2+15.32± OF THE BACK TANGENT PRODUCED AHEAD (B.T.P.A.) OF SAID BASELINE, THENCE ALONG LAST THE MENTIONED SOUTHERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) EASTERLY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 250.0 FEET AND A LENGTH OF 13.8± FEET TO A POINT 28.7± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 2+14.67± OF THE BACK TANGENT PRODUCED AHEAD (B.T.P.A.) OF SAID BASELINE AND (2) SOUTHEASTERLY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 25.0 FEET AND A LENGTH OF 41.3± FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), SAID POINT BEING 3.6± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+86.08± OF SAID BASELINE, THENCE ALONG THE LAST MENTIONED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) SOUTH 16°57'34" WEST 41.0± FEET TO A POINT 8.5± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+45.37± OF SAID BASELINE, THENCE THROUGH THE PROPERTY OF THE TOWN OF WAPPINGER THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 73°02'26" WEST 3.0± FEET TO A POINT 11.5± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+45.73± OF SAID BASELINE, (2) SOUTH 16°57'34" WEST 5.0± FEET TO A POINT 12.1± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+40.77± OF SAID BASELINE AND (3) SOUTH 73°02'26" EAST 3.0± FEET TO A POINT ON THE PREVIOUSLY MENTIONED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), SAID POINT BEING 9.1± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+40.41± OF SAID BASELINE, THENCE ALONG THE WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 16°57'34" WEST 59.2± FEET TO A POINT 16.3± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+81.63± OF SAID BASELINE AND (2) SOUTH 4°32'04" WEST 15.4± FEET TO A POINT ON THE FIRST MENTIONED PROPOSED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), SAID POINT BEING 14.8± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+55.27± OF SAID BASELINE, THENCE ALONG THE LAST MENTIONED PROPOSED BOUNDARY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 85°23'13" WEST 10.8± FEET TO A POINT 25.6± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 0+65.23± OF SAID BASELINE AND (2) SOUTH 7°53'21" WEST 9.2± FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING 3937.73± SQUARE FEET MORE OR LESS OF WHICH 164.21 SQ.FT.± IS UNDER WATER.



WP-35 (COUNTY
ROUTE 94) CULVERT
REPLACEMENT PROJECT

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 4
PARCEL NO. 4
SHEET 3 OF 3 SHEET

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 PURPOSE FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2024 SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 0+00.00, THENCE NORTH $10^{\circ}-01'-33''$ EAST TO STATION 2+12.24.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE $74^{\circ}-30'$ MERIDIAN OF WEST LONGITUDE.



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

Date 4/20/26 20__

Robert A. Boband
Robert A. Boband, P.E.
Commissioner of Public Works

Unauthorized alteration of 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 April 22 2026

Lucas J. Boyer
LUCAS J. BOYER, Land Surveyor
P.L.S. License No. 050889

PREPARED BY DAVID TANT CHECKED BY DAVID TANT FINAL CHECK BY LUCAS BOYER



WP-35 (COUNTY
ROUTE 94) CULVERT
REPLACEMENT PROJECT

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 9
PARCEL NO. 11
SHEET 1 OF 2 SHEET

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

TOWN OF WAPPINGER
(REPUTED OWNER)

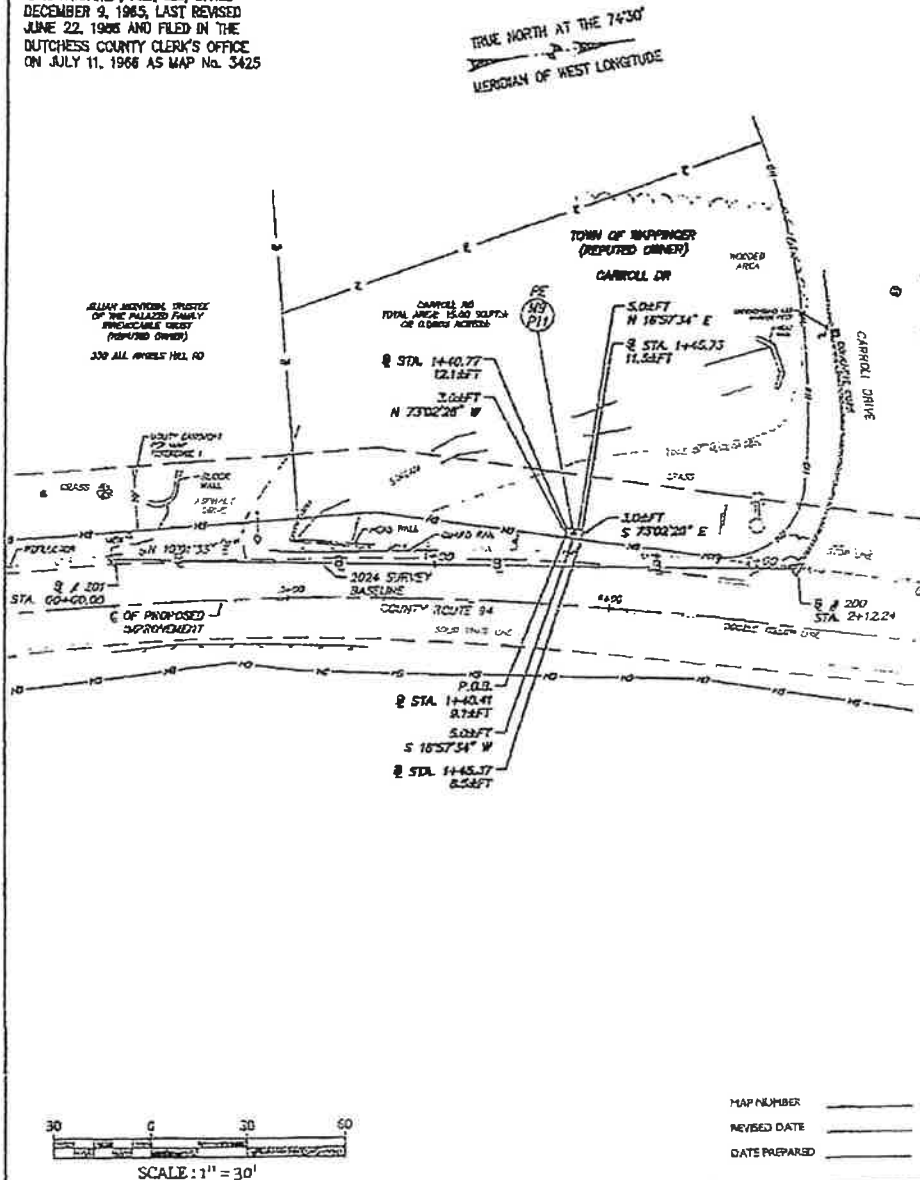
Town of Wappinger
County of Dutchess
State of New York

DOCUMENT #: 02 2006 1119
TRN:11

OWNER:
TOWN OF WAPPINGER
CARROLL DR
WAPPINGERS FALLS, NY 12590

ACQUISITION DESCRIPTION:
Type: PERMANENT EASEMENT
Portion of Real Property Tax
Parcel ID No.
6257-02-957600

MAP REFERENCE INFORMATION:
1. MAP ENTITLED "METES & BOUNDS
PUBLIC IMPROVEMENT PLAN,
ROCKINGHAM FARMS-SECTION II, TOWN
OF WAPPINGER, DUTCHESS COUNTY,
NEW YORK", PREPARED BY HERBERT
L. KARTICANER, P.E., L.E., DATED
DECEMBER 9, 1965, LAST REVISED
JUNE 22, 1966 AND FILED IN THE
DUTCHESS COUNTY CLERK'S OFFICE
ON JULY 11, 1966 AS MAP No. 3425



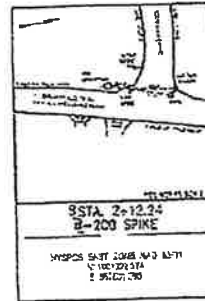
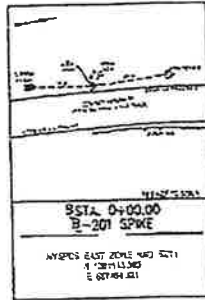
PREPARED BY: DANIEL JANTZ CHECKED BY: DEAN ROBERTS FINAL CHECK BY: LUCAS BOUTE



WP-35 (COUNTY
ROUTE 94) CULVERT
REPLACEMENT PROJECT

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 9
PARCEL NO. 11
SHEET 2 OF 2 SHEET



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 permanent easement, for the 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 94 (ALL ANGELS HILL ROAD) FOR THE WP-35 CULVERT REPLACEMENT PROJECT, IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 11, 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 WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) SAID POINT BEING 9.1± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+40.41± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT; THENCE THROUGH THE PROPERTY OF THE TOWN OF WAPPINGER (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 73°02'26" WEST 3.0± FEET TO A POINT 12.1± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+40.77± OF SAID BASELINE, (2) NORTH 18°57'34" EAST 5.0± FEET TO A POINT 11.5± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+45.73± OF SAID BASELINE AND (3) SOUTH 73°02'28" EAST 3.0± FEET TO A POINT ON THE FIRST MENTIONED WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), SAID POINT BEING 8.5± FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES FROM STATION 1+45.37± OF SAID BASELINE, THENCE ALONG SAID WESTERLY BOUNDARY LINE OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) SOUTH 18°57'34" WEST 5.0± FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING 15.00± SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2024 SURVEY BASELINE FOR THE WP-35 (COUNTY ROUTE 94) CULVERT REPLACEMENT PROJECT, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 0+00.00, THENCE NORTH 10°-01'-33" EAST TO STATION 2+12.24.

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 4/30/26 2026

Robert H. Balkind, P.E.
Commissioner of Public Works



Unauthorized alteration of 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 April 22 2026

Lucas J. Soyler
LUCAS J. SOYER, Land Surveyor
P.L.S. License No. 050889

PREPARED BY: QUINCY JAMES CHECKED BY: QUINCY JAMES FINAL CHECK BY: QUINCY JAMES

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 16 - Fishkill and Beacon	Valdés Smith*	X	
District 9 - City of Poughkeepsie	Atkins*	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn*	X	
District 3 - LaGrange	Polasek*	X	
District 12 - East Fishkill	Metzger*	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 8 - City and Town of Poughkeepsie	Brendli (C)	X	
District 10 - City of Poughkeepsie	Johnson	X	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 18 - City of Beacon and Fishkill	Rhodes (VC)	X	
District 22 - Beekman and Union Vale	Tresca	X	
District 24 - Dover and Pawling	House	X	

Present: <u>12</u>	Resolution: <u> </u>	Total : <u>12</u>
Absent: <u> </u>	Motion: <u> </u>	Yes No
Vacant: <u> </u>		Abstentions: <u> </u>

2026135 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION AND PERMANENT EASEMENT FROM THE TOWN OF WAPPINGER, IN CONNECTION WITH REPLACEMENT OF CULVERT WP-35, COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) OVER UNNAMED STREAM, TOWN OF WAPPINGER, DUTCHESS COUNTY

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	X	
District 9 - City of Poughkeepsie	Atkins	X	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	X	
District 3 - LaGrange	Polasek	X	
District 12 - East Fishkill	Metzger	X	
District 1 - Town of Poughkeepsie	Redl	X	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	X	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	X	
District 5 - Town of Poughkeepsie	Shah	X	
District 6 - Town of Poughkeepsie	Kaul	X	
District 7 - Hyde Park and Pleasant Valley	Darrow	X	
District 8 - City and Town of Poughkeepsie	Brendli	X	
District 10 - City of Poughkeepsie	Johnson		ABSENT
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	X	
District 13 - East Fishkill and Wappinger	Giles	X	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	X	
District 15 - Wappinger	Faust	X	
District 17 - Town and Village of Fishkill	McHoul	X	
District 18 - City of Beacon and Fishkill	Rhodes	X	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		ABSENT
District 21 - East Fishkill	Caswell	X	
District 22 - Beekman and Union Vale	Tresca	X	
District 23 - Pawling, Beekman and East Fishkill	Rolison	X	
District 24 - Dover and Pawling	House	X	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander	X	
Present: <u>23</u>	Resolution: ____	Total : <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: ____	Yes	No
Vacant: ____		Abstentions: ____	

CONSENT AGENDA: RESOLUTIONS 2026123, 124, 125, 126, 127, 128, 129, 130, 132, 133, 135, 137