

ORIGINAL

CORPORATE RESOLUTION 2023-002
OF
VILLAGE OF MILLBROOK

We, the undersigned, being all the Board of Trustees of the Village of Millbrook, do hereby consent pursuant to Section 708(b) of the Business Corporation Laws of the State of New York, organized and existing under the laws of New York, and having its principal place of business at 35 Merritt Ave, Millbrook, New York 12545, upon motion duly made and seconded, the following was adopted by a majority of the officers present in person entitled to vote thereon June 28, 2023:

Therefore, it is resolved:

Mayor Tim Collopy is authorized to sign any documents for the Village on behalf of the Village of Millbrook Board of Trustees

By affirmative votes noted as signatures below, a majority vote of the Board of Trustees with authority to bind the Village of Millbrook approves the form and content of this resolution, to be effective immediately.

Absent

Deputy Mayor Doro

Robert Michael Herzog
Trustee Herzog

[Signature]
Trustee Contino

[Signature]
Trustee Murphy



[Signature]
Mayor Tim Collopy- Authorized Signer

[Signature]
Certified By- Sarah Witt- Village Clerk
Dated: June 28, 2023

RESOLUTION No. 2023-005

At a special meeting of the Village Board of Trustees of the Village of Millbrook (“Village Board”), held at the Village Fire House, 20 Front Street, Millbrook, New York on the 28th day of June, 2023, at 6:00 p.m., Village Mayor, Tim Collopy called the meeting to order, and Trustee Herzog, seconded by Trustee Murphy, moved the following resolution,

WHEREAS, the bridge owned by Dutchess County and designated as Bridge W-21 (BIN 3344060) on Stanford Road in the Village of Millbrook (“Village”), which traverses the east branch of the Wappingers Creek (“the Bridge”), is in disrepair and needs to be replaced; and

WHEREAS, Dutchess County (“the County”) plans to replace the Bridge and has requested the Village convey small portions of three (3) parcels of real property adjacent to the Bridge, one (1) permanent easement and two (2) temporary easements to facilitate the County in completing the work involved in replacing the Bridge; and

WHEREAS, the real property to be conveyed by the Village to the County is not needed for Village purposes; and

WHEREAS, the Village Board believes it is in the best interests of the Village to convey such property to the County and provide the temporary and permanent easements for construction to facilitate the County performing the work necessary to replace the Bridge; and

WHEREAS, the Village Board now wishes to enter into a contract with the County, in the form annexed hereto as Exhibit “A”, whereby the Village promises to convey small portions of the three (3) parcels of real property owned by the Village adjacent to the Bridge, and provide one (1) permanent easement and two (2) temporary easements, to facilitate the County in performing the work necessary to replace the Bridge; and

WHEREAS, by separate Resolution the Village Board determined the conveyance of the portions of three (3) parcels of real property and easements to the County in accordance with the terms of the Agreement annexed hereto as Exhibit “A” will not result in any adverse environmental impacts; and

NOW THEREFORE, BE IT RESOLVED, that the Village Board determines that the real property to be conveyed to the County, as described in the Agreement annexed hereto as Exhibit “A”, is not needed for Village purposes and such conveyance is in the best interest of the Village; and

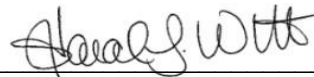
BE IT FURTHER RESOLVED, the Village Board hereby approves the conveyance of the portions of three (3) parcels of real property to the County, and the conveyance of the one (1) permanent and two (2) temporary easements, in accordance with the terms and conditions contained in the Agreement annexed hereto as Exhibit “A”; and

BE IT FURTHER RESOLVED, the Village Board hereby authorizes the Mayor or Deputy Mayor to execute the proposed Agreement annexed hereto as Exhibit “A”, or any other agreement having substantially the same or similar provisions, as well as any other documents necessary to effectuate the transactions set forth in the Agreement annexed hereto as Exhibit “A”, including but not limited to the Statement of Donation annexed hereto as Exhibit “B” and the Deeds and Easement documents annexed hereto as Exhibit “C” or any other Statement of Donation, Deeds or Easements having substantially the same or similar provisions.

The foregoing resolution was duly put to a vote which resulted as follows:

Mayor Collopy	Aye
Trustee Herzog	Aye
Trustee Contino	Aye
Trustee Doro	Absent
Trustee Murphy	Aye

DATED: Millbrook, New York
June 28, 2023



SARAH J. WITT, VILLAGE CLERK
Village of Millbrook

VILLAGE OF MILLBROOK, DUTCHESS COUNTY, NY
Resolution No: 2023-005.1
June 28, 2023

**Intent to Declare Lead Agency and Determination of Significance in accordance with the State
Environmental Quality Review Act (SEQRA)
For Approval of Conveyance of Real Property and Easements to Dutchess County for Bridge
Replacement
Unlisted Action**

WHEREAS, the action of conveying small portions of three (3) parcels of real property owned by the Village of Millbrook of approximately 532 square feet to Dutchess County (“the County”) and of granting one (1) permanent and two (2) temporary easements to the County to facilitate the County in completing the work involved in replacing the Bridge designated as Bridge W-21 (BIN 3344060) on Stanford Road in the Village (“the Project”) is an Unlisted Action under the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the Short Environmental Assessment Form (EAF) has been completed by the Village; and now,

THEREFORE, BE IT RESOLVED:

1. The Village Board shall act as lead agency for the environmental review of the Project.
2. The Village Board finds that the Project will not have a significant adverse impact on the environment for reasons stated in Part 3 of the Short EAF and the attached determination of significance.
3. The Village Mayor is hereby authorized and directed to sign Part 3 of the Short EAF indicating thereon that an Environmental Impact Statement will not be prepared and that a Negative Declaration is issued.
4. This resolution shall take effect immediately.

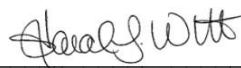
Motion offered by: Mayor Collopy

Motion seconded by: Trustee Contino

The foregoing resolution was duly put to a vote which resulted as follows:

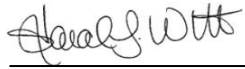
Mayor Collopy	Aye
Trustee Herzog	Aye
Trustee Contino	Aye
Trustee Doro	Absent
Trustee Murphy	Aye

DATED: Millbrook, New York
June 28, 2023



SARAH J. WITT, VILLAGE CLERK
Village of Millbrook

I certify that the above resolution adopted by the Village of Millbrook Village Board on June 28, 2023, is a true and correct transcript of the original now on file in this office.

A handwritten signature in cursive script, appearing to read "Sarah Witt", positioned above a horizontal line.

Sarah Witt
Village of Millbrook Village Clerk

State Environmental Quality Review (SEQR)

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

This notice is issued pursuant to part 617 of the implementing regulations pertaining to Article 8 of the Environmental Conservation Law (SEQR).

The Village of Millbrook Village Board, as lead agency, has determined that the proposed action described below **will not** have a significant effect on the environment and that an Environmental Impact Statement will not be prepared.

DATE: June 28, 2023
NAME OF ACTION: Conveyance of real property and easements to Dutchess County
LOCATION: Village of Millbrook
Dutchess County
SEQR STATUS: Unlisted Action
LEAD AGENCY: Village of Millbrook Village Board
CONTACT PERSON: Tim Collopy, Village Mayor, Village of Millbrook

DESCRIPTION OF ACTION:

Conveying small portions of three (3) parcels of real property, approximately 532 square feet in total, owned by the Village to Dutchess County and conveying one (1) permanent and two (2) temporary easements to Dutchess County to facilitate the work to be performed by the County in replacing the Bridge which traverses the east branch of the Wappingers Creek located in Stanford Road in the Village.

REASONS SUPPORTING THIS DETERMINATION:

The Village Board has reviewed the Short Environmental Assessment Form (SEAF) and the criteria contained in 6 NYCRR §617.7 and has determined that the Action will not have a significant impact on the environment for the following reasons:

- A. As required by §617.7(a)(2), the Village Board has determined that an Environmental Impact Statement is not required because any identified adverse impacts on the environment will not be significant.
- B. As required by §617.7(b), the Village Board has:
 - 1. Considered the action as defined in subdivisions 617.2(b) and 617.3(g).
 - 2. Reviewed the SEAF, the criteria identified in 617.7(c) and other supporting information to identify relevant areas of environmental concern.
 - 3. Analyzed the identified relevant areas of environmental concern to determine whether the action will have a significant adverse impact.
 - 4. Set forth herein its written Finding of No Significant Environmental Impact.

- C. The Village Board has compared the impacts reasonably expected to result from the proposed action to the criteria listed in 617.7(c)(1) as indicators of significant adverse impacts:
1. Air quality, ground or surface water quality or quantity, traffic or noise levels, solid waste production, erosion potential, flooding, leaching or drainage problems;
 2. Removal or destruction of large quantities of vegetation or fauna, interference with migration fish or wildlife, impacts to special habitats, impacts to threatened or endangered species, or any other impacts to natural resources;
 3. Impairment of Critical Environmental Areas;
 4. Conflicts with currently adopted community plans and goals;
 5. Impairment of important historical, archeological, or aesthetic resources or community character;
 6. Major change in use or type of energy;
 7. Creation of a human health hazard;
 8. Substantial change in use or intensity of use of land including agricultural land, open space or recreational resources;
 9. Encouraging a population increase;
 10. Creation of a material demand for other actions resulting in above consequences;
 11. Changes in two or more elements of the environment that combined have a substantial adverse impact on the environment;
 12. Two or more related actions undertaken, funded or approved by an agency that combined have a significant effect on the environment.
- D. 617.7(c)(2) – For the purpose of determining significant adverse impacts on the environment of those factors listed above, the long-term, short-term, direct, indirect and cumulative impacts, including simultaneous or subsequent actions, to the extent reasonable, as included in any long-range plan for the action, any action that is a result of the reviewed action or is dependent on the action were reviewed.
- E. 617.7(c)(3) – The significance of any likely consequences was assessed in connection with the setting of the action, the likelihood of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected as a consequence of the action.

Based on this review, the Village of Millbrook Village Board has determined that no significant adverse environmental impacts would result from this Action.

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 does 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 Cady, 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**

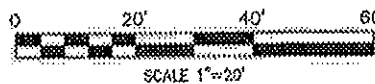
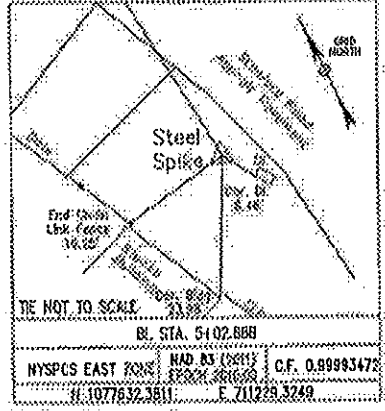
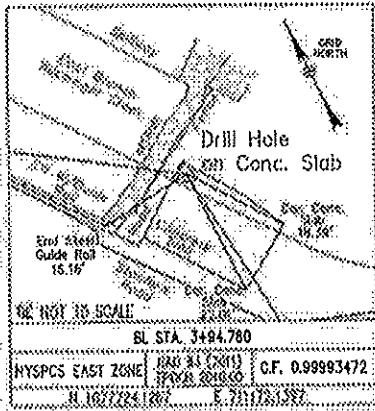
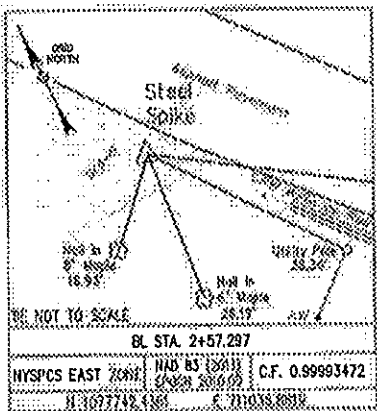
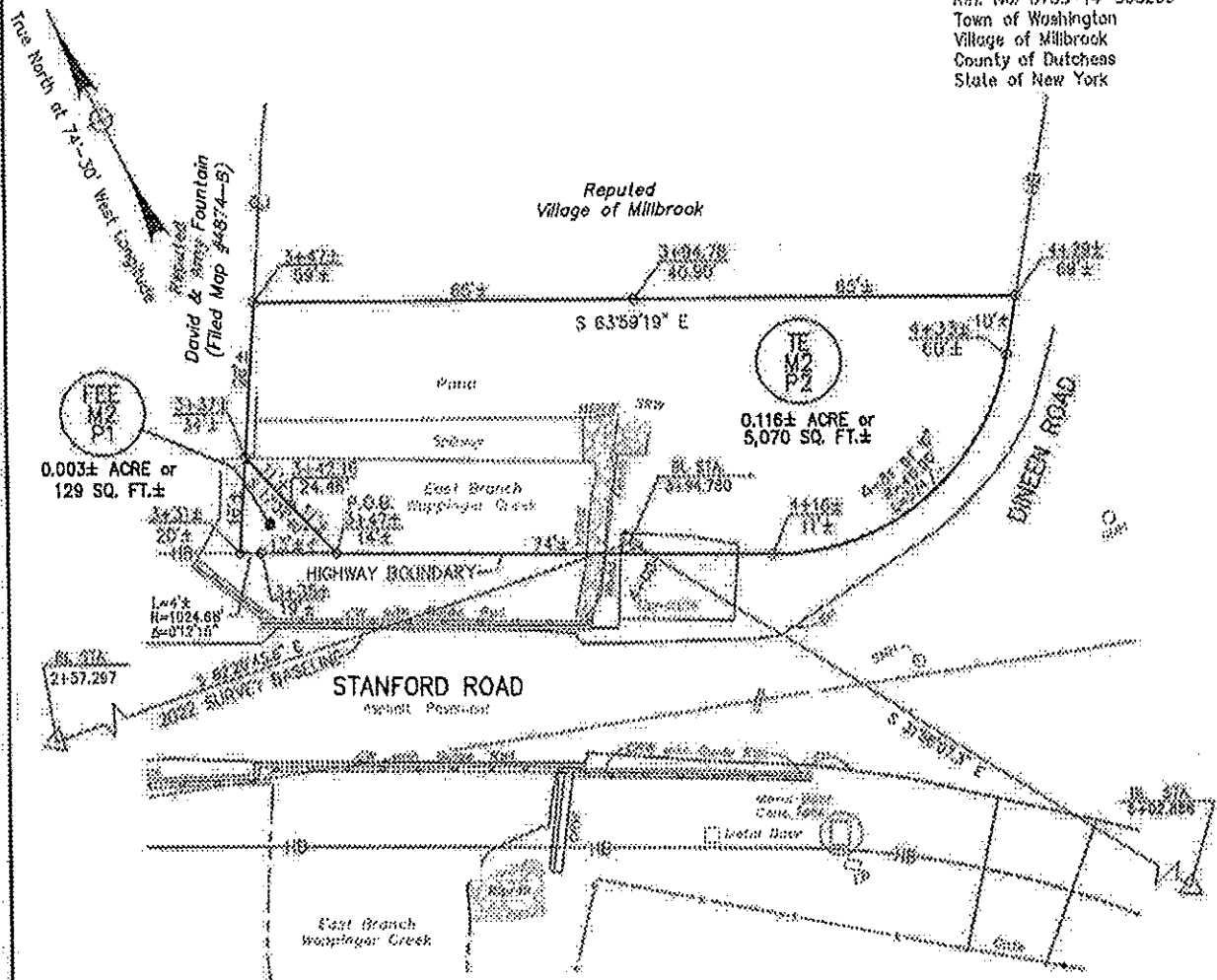
STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

SEE

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 northerly boundary of Stanford Road, said point being 174 feet distant northeasterly measured at right angles, from station 3+41.1 of the survey baseline hereinafter referred to; thence along said existing northerly boundary of Stanford Road following a curve to the left having a radius of 1834.88 feet and subtending an angle of 111° 34' 10" West 118 feet to a point in the westerly line of lands reputedly of Mountain District herein North 17° 34' 10" West 118 feet to a point in the westerly line of said baseline; thence along said lands northeasterly 342 feet measured at right angles, from station 3+41.1 of said baseline; thence through lands of the grantor herein South 17° 34' 10" West 118 feet to a point distant northeasterly 392 feet measured at right angles, from station 3+41.1 of said baseline; thence through lands of the grantor herein South 63° 59' 19" East 652 feet to a point distant northeasterly 40.90 feet measured at right angles, from station 3+94.78 of said baseline; thence continuing through lands of the grantor here in South 63° 59' 19" East 652 feet to a point in the westerly boundary of Dineen Road distant northeasterly 691 feet measured at right angles, from station 4+292 of said baseline; thence southerly along said westerly boundary of Dineen Road 102 feet to a point being distant northeasterly 402 feet measured at right angles, from station 4+333 of said baseline; thence continuing northeasterly along the westerly boundary of Dineen 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 northeasterly 111 feet measured at right angles, from station 4+169 of said baseline; thence continuing along said northerly boundary of Stanford Road northeasterly 174 feet to the point of beginning;

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 MEAN LONGITUDE.

Parcel No. 2

TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

A temporary easement to be conveyed in, on and over the property delineated above and hereinafter described for the purpose of maintaining highway improvements. Such easement shall be extended in 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 174 feet distant northeasterly measured at right angles, from station 3+41.1 of the survey baseline hereinafter referred to; thence through lands of the grantor herein North 17° 34' 10" West 118 feet to a point distant northeasterly 392 feet measured at right angles, from station 3+41.1 of said baseline; thence continuing through lands of the grantor herein North 17° 34' 10" West 118 feet to a point in the westerly line of lands reputedly of Mountain District northeasterly 342 feet measured at right angles, from station 3+41.1 of said baseline; thence along said lands northeasterly 342 feet measured at right angles, from station 3+41.1 of said baseline; thence through lands of the grantor herein South 17° 34' 10" West 118 feet to a point distant northeasterly 392 feet measured at right angles, from station 3+41.1 of said baseline; thence through lands of the grantor herein South 63° 59' 19" East 652 feet to a point distant northeasterly 40.90 feet measured at right angles, from station 3+94.78 of said baseline; thence continuing through lands of the grantor here in South 63° 59' 19" East 652 feet to a point in the westerly boundary of Dineen Road distant northeasterly 691 feet measured at right angles, from station 4+292 of said baseline; thence southerly along said westerly boundary of Dineen Road 102 feet to a point being distant northeasterly 402 feet measured at right angles, from station 4+333 of said baseline; thence continuing northeasterly along the westerly boundary of Dineen 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 northeasterly 111 feet measured at right angles, from station 4+169 of said baseline; thence continuing along said northerly boundary of Stanford Road northeasterly 174 feet to the point of beginning;

Being 0.070 acres less or 3.114 acre more or less.

RESERVED: However, to the owner of any right, title or interest in and to the property delineated as Parcel No. 2 above, and such owner's successors or assigns, the right of access and the right of using said property and such easement shall be further limited or restricted only to the extent and to the use which is necessary to effectuate the purpose for, and as established by the construction or reconstruction and as so constructed or reconstructed; the easement, 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+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 MEAN LONGITUDE.

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

Date: July 7, 2023

Robert A. Buckner, Jr.
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 7, 2023

Michael A. De
Michael A. De
P.C.S. LICENSE NO. 049330

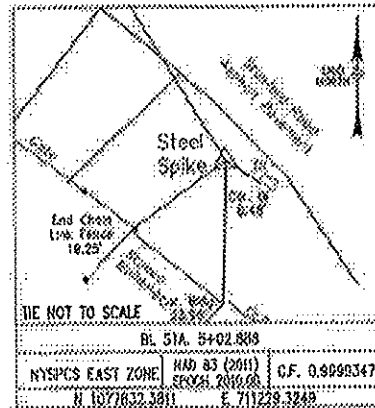
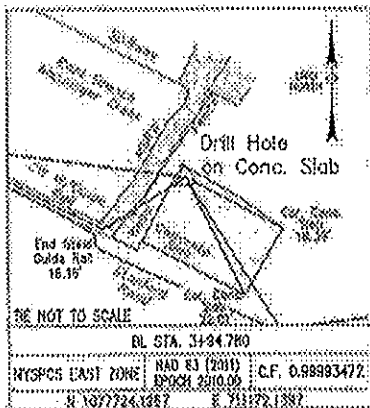
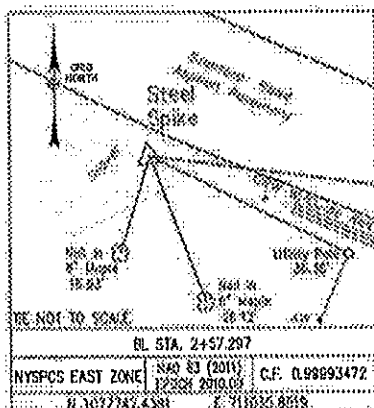
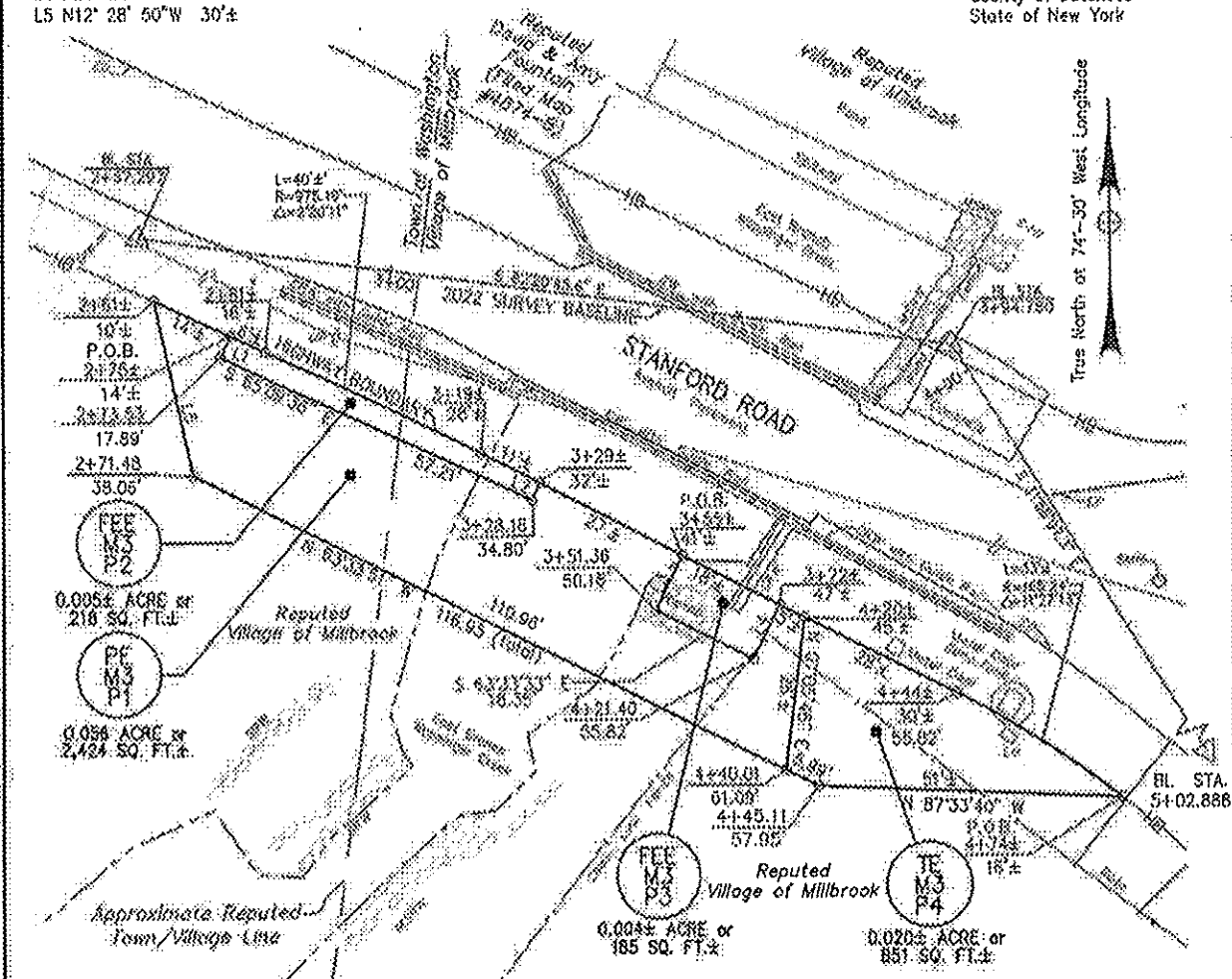
STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

VILLAGE OF MILLBROOK
(REPUTED OWNER)
COD: LIBR 1905, PAGE 491
LIBR 849, PAGE 575
LIBR 1799, 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	N28° 25'	13"E	10'±
L5	N12° 28'	50"W	30'±



0 20' 40' 60'

SCALE 1" = 20'

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

Page: No. 5

2002/03/20 14:00:00 P.O. 1,00000 PARAGUAY

[illegible]

The above mentioned survey baseline is a portion of the full survey baseline for the reconstruction of the Strawberry Gap Bridge over the east reach of the Klamath River and overlies as follows:

Beginning at station 3437.297; thence North 87° 20' 45.2" East to station 3491.280;

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-11-2010 BY 60322 UCBAW/STP

324, 325, 326

232

[illegible]

beginning at station 1+37.207; thence down 02° 20' 45.6" East to station 3+41.100 and South 31.36' 01.3" East to station 3+02.088.

All bearings referred to TRUE NORTH at the 14° - 30' DECLINATION OF MARCH 1880/1900.

Page No. 2

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[illegible]

Bearing at station 2437.190: thence South 87° 20' 45.6" East to station 2494.780 and South 11° 35' 03.2" East to station 2496.888.

all headlines referred to YFHS 70778 at 134 11' - 30' ON 10128 OF EAST LONGITUDE.

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

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 ~~acquired~~ in, on and over the property ~~delimited 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, ~~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 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' 40" West 51x feet to a point distant southwesterly 57.25 feet measured at right angles, from station 4+45.11 of said baseline; (2) North 63° 33' 51" West 5.39 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+44x of said baseline; thence continuing along said existing southerly boundary of Stanford Road along a curve to the right having a radius of 165.24 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 Happinger Creek and described as follows:

Beginning at station 2+87.297; thence South 62° 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. Bull
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. Travis
NICHOLAS M. TRAVIS, LAND SURVEYOR
P.L.S. LICENSE NO. 049330

BARGAIN & SALE DEED

THIS INDENTURE, made this 29 day of June, 2023

Between, VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545, party of the first part,

-and-

COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release by way of donation unto the party of the second part, its heirs successors and/or assigns, forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Millbrook, Town of Washington, County of Dutchess, State of New York, being more particularly bounded and described on Map 2, Parcel 1, annexed hereto.

Being a portion of those same lands described in a certain deed dated June 9, 1988, and recorded June 10, 1988 in Liber 1799 Page 831 in the Office of the County Clerk for Dutchess County, re: Parcel Number (135801-6765-14-368259-0000).

CPB/L

This conveyance is made to the County of Dutchess in accordance with the authority set forth in Resolution No. of the Dutchess County Legislature.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part, forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the

payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

ORIGINAL

party of the first part,

VILLAGE OF MILLBROOK

Tim Collopy, Mayor
Authorized Official

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

ORIGINAL

On this 29 day of June, 2023, before me, the undersigned, personally appeared Tim Collopy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH J. WITT
Notary Public - State of New York
No. 01WI6250628
Qualified in Dutchess County
My Commission Expires Oct. 31, 2023
cl

Sarah J. Witt
Notary Public

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

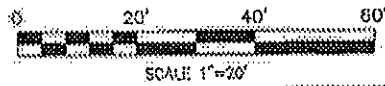
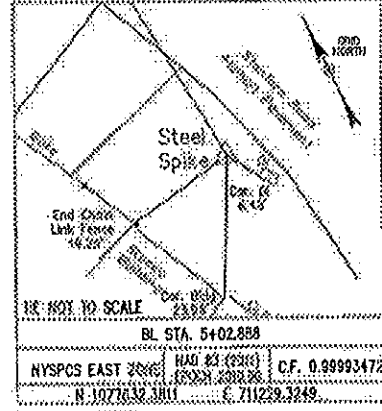
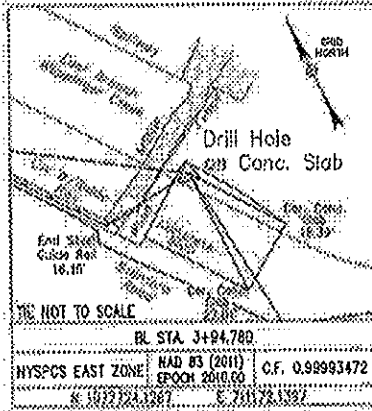
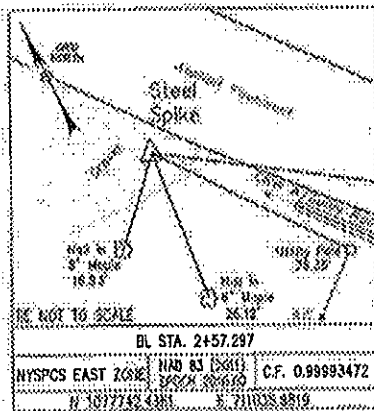
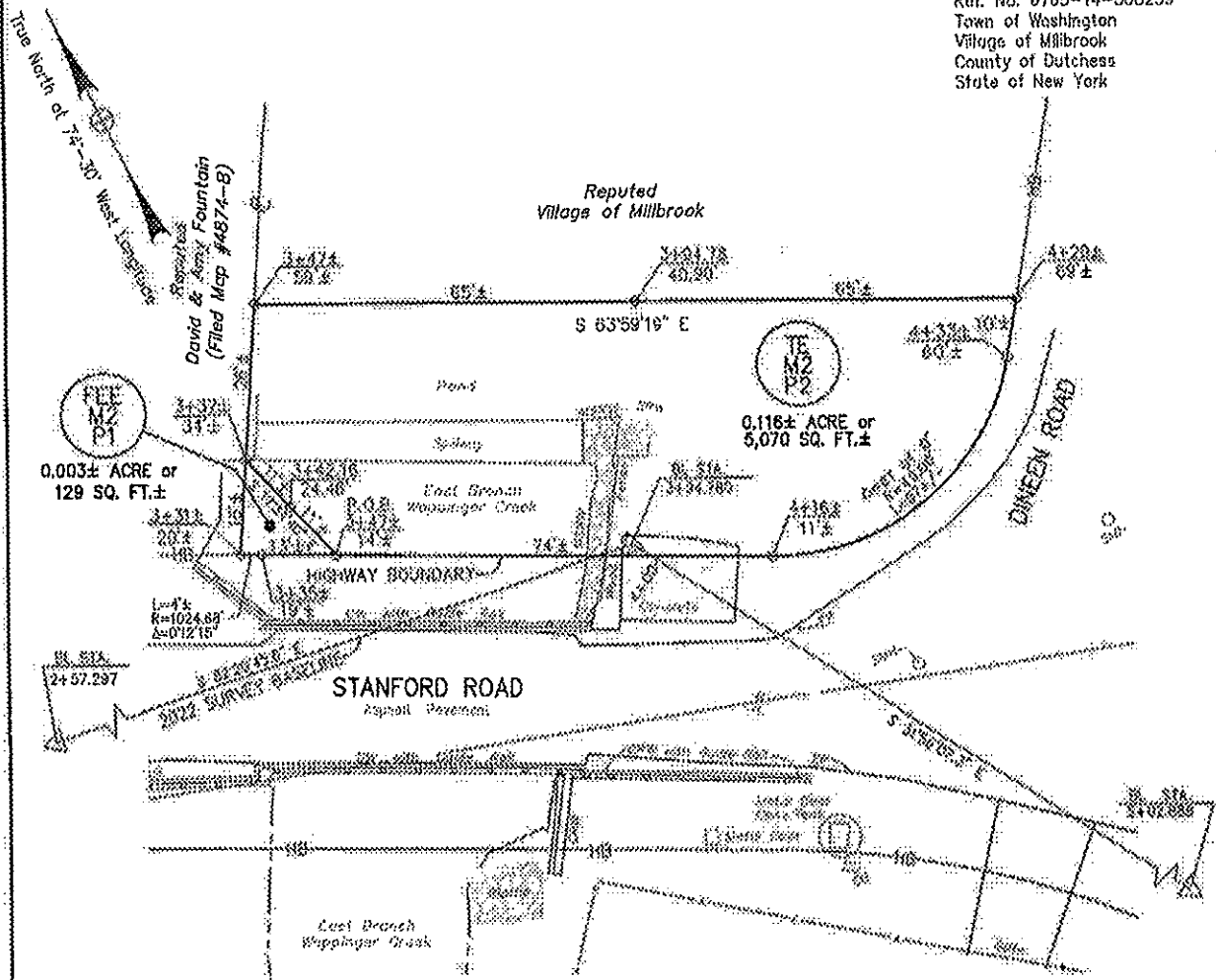
STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

Parcel Locator Point:
N: 1,077,744.8368
E: 711,126.5879
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



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

 ORDERED BY: NGC ORDERED BY: NGC FILE CHECK OK

BARGAIN & SALE DEED

THIS INDENTURE, made this 29 day of June, 2023

Between, VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545, party of the first part,

-and-

COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release by way of donation unto the party of the second part, its heirs successors and/or assigns, forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Millbrook, Town of Washington, County of Dutchess, State of New York, being more particularly bounded and described on Map 3, Parcels 2 & 3, annexed hereto.

Being a portion of those same lands described in a certain deed dated June 6, 1997, and recorded June 18, 1997 in Liber 1995 Page 491 and in a certain deed dated November 1, 1946, and recorded November 1, 1946 in Liber 649 Page 575 in the Office of the County Clerk for Dutchess County, re: Parcel Numbers (135889-6765-03-332250-0000) (135801-6765-18-345235-0000).

This conveyance is made to the County of Dutchess in accordance with the authority set forth in Resolution No. _____ of the Dutchess County Legislature.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part, forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will

hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

ORIGINAL

party of the first part,

VILLAGE OF MILLBROOK

Tim Collopy, MAYOR
Authorized Official

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

ORIGINAL

On this 29 day of June, 2023, before me, the undersigned, personally appeared tim Collopy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

David J. W...
Notary Public

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 Locotor Point:

N: 1,077,689.2486
E: 711,126.9437
NAD 83 (2011) Epoch 2010.00

VILLAGE OF MILLBROOK
(REPUTED OWNER)

CCD: LIBER 1995, PAGE 491
LIBER 649, PAGE 575
LIBER 1799, PAGE 831

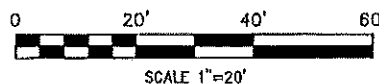
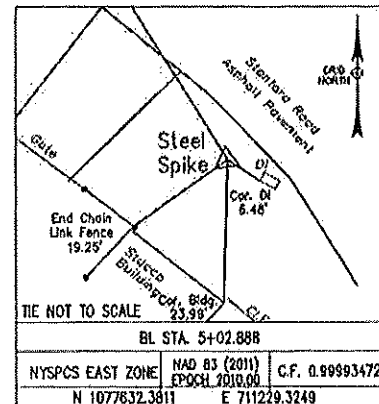
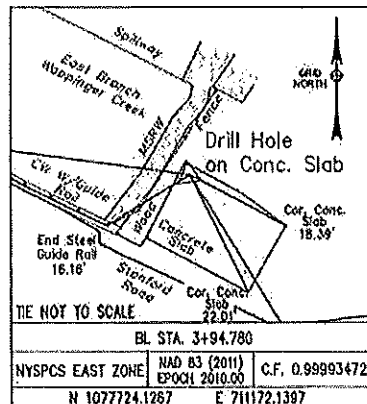
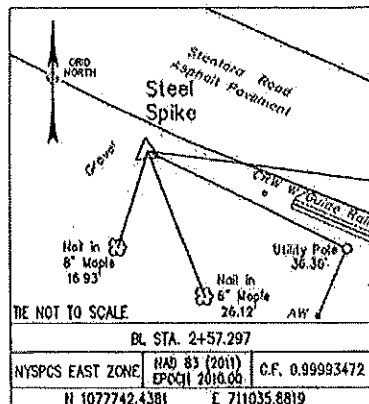
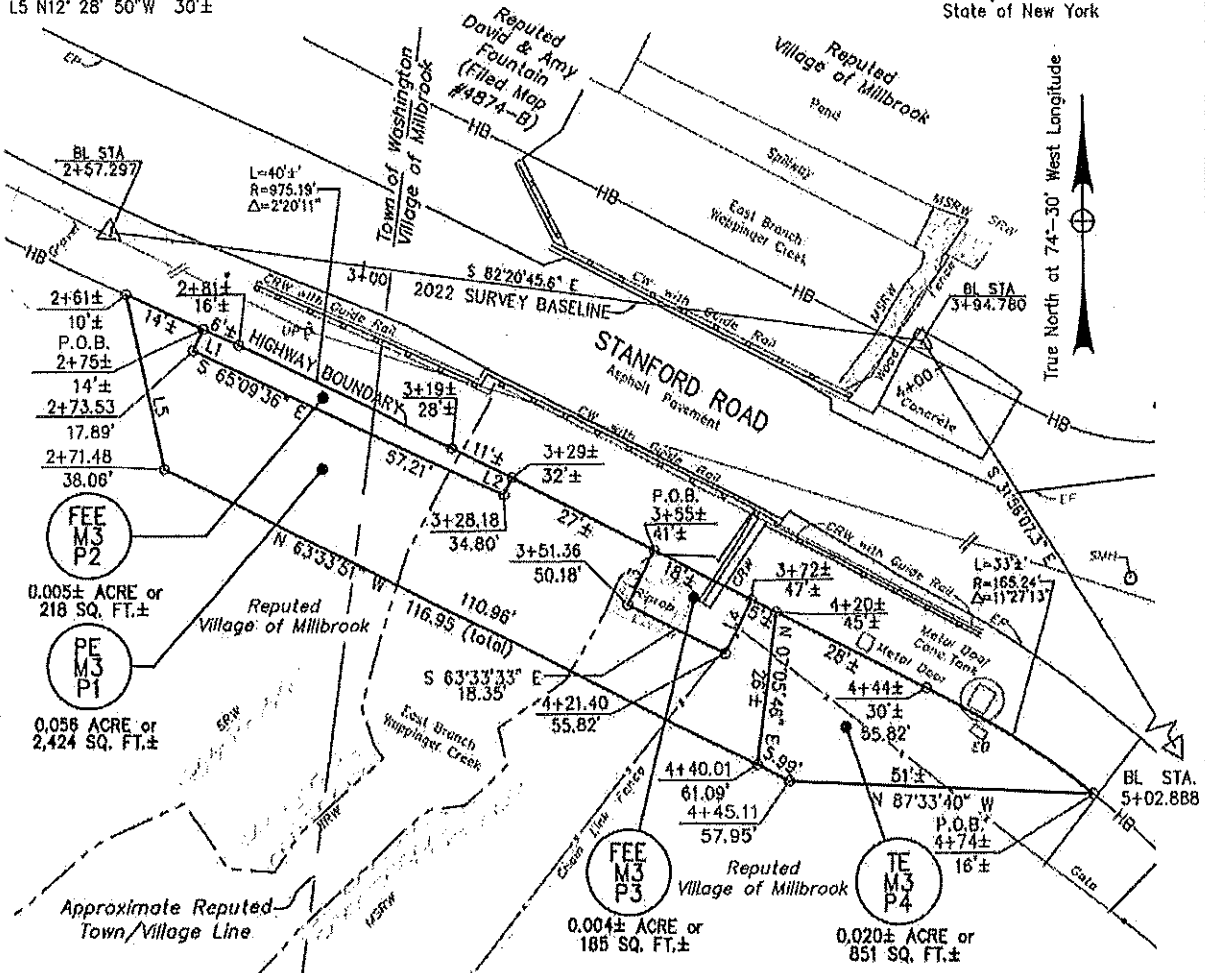
PARCEL SUMMARY:

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'±



STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

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

Parcel No. 1

PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A permanent easement to be retained 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 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 southerly boundary of Stanford Road, said point being 145 feet distant southwesterly measured at right angles, from station 2+754 of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) South 24° 50' 24" West 41 feet to a point distant southwesterly 17.89 feet measured at right angles, from station 2+773.53 of said baseline; (2) South 65° 09' 36" East 57.21 feet to a point distant southwesterly 34.80 feet measured at right angles, from station 3+28.18 of said baseline; (3) North 26° 23' 24" East 31 feet to a point in said existing southerly boundary of Stanford Road distant 321 feet measured at right angles, from station 3+291 of said baseline; thence continuing along the existing southerly boundary of Stanford Road southwesterly 211 feet to a point distant 412 feet measured at right angles, from station 3+551, thence through lands of the grantor herein the following three (3) courses: (1) South 26° 29' 28" East 101 feet to a point distant southwesterly 50.18 feet measured at right angles, from station 3+551.36 of said baseline; (2) South 63° 33' 33" East 15.35 feet to a point distant southwesterly 55.82 feet measured at right angles, from station 4+21.40 of said baseline; (3) North 26° 23' 13" East 101 feet to a point in said southerly boundary of Stanford Road distant southwesterly 471 feet measured at right angles, from station 3+723; thence along said existing southerly boundary of Stanford Road southwesterly 58 feet to a point distant southwesterly 451 feet measured at right angles, from station 4+201; thence through lands of the grantor herein the following three (3) courses: (1) South 07° 05' 46" West 281 feet to a point distant southwesterly 61.09 feet measured at right angles, from station 4+40.01 of said baseline; (2) North 13° 23' 51" West 110.36 feet to a point distant southwesterly 38.06 feet measured at right angles to station 4+71.46 of said baseline; (3) thence North 17° 28' 50" West 301 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 101 feet measured at right angles from station 2+611 of said baseline; thence along said southerly boundary of Stanford Road southwesterly 141 feet to the point of beginning; being 2,424 square feet or 0.056 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 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 purpose 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+57,297; thence South 82° 26' 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

FEF

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 southerly boundary of Stanford Road, said point being 141 feet distant southwesterly measured at right angles, from station 2+771 of the survey baseline referenced hereafter; thence along said southerly boundary of Stanford Road southwesterly 82 feet to a point distant southwesterly 161 feet measured at right angles, from station 2+611 of said baseline; thence continuing southwesterly along said existing southerly boundary of Stanford Road to having a curve to the right having a radius of 475.19 feet; a distance of 401 feet to a point distant southwesterly 261 feet measured at right angles, from station 3+191 of said baseline; thence continuing along said existing southerly boundary of Stanford Road southwesterly 112 feet to a point distant southwesterly 221 feet measured at right angles, from station 3+291 of said baseline; thence through lands of the grantor herein the following three (3) courses: (1) South 24° 50' 24" West 31 feet to a point distant southwesterly 34.80 feet measured at right angles, from station 3+28.18 of said baseline; (2) North 65° 09' 36" West 57.21 feet to a point distant 17.89 feet measured at right angles, from station 2+773.53 of said baseline; (3) North 24° 50' 24" East 41 feet to the point of beginning; being 216 square feet or 0.005 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° 26' 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.

Parcel No. 3

FEF

All that piece or parcel of property designated as Parcel No. 3, 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 southerly boundary of Stanford Road, said point being 411 feet distant southwesterly measured at right angles, from station 3+551 of the survey baseline referenced hereafter; thence along said existing southerly boundary of Stanford Road southwesterly a distance of 161 feet to a point being distant 471 southwesterly measured at right angles, from station 3+723 of said baseline; thence through lands of the grantor herein the following three (3) courses: (1) South 26° 25' 13" West 101 feet to a point distant southwesterly 55.82 feet measured at right angles, from station 4+21.40 of said baseline; (2) North 63° 33' 33" East 15.35 feet to a point distant southwesterly 50.18 feet measured at right angles, from station 3+551.36 of said baseline; (3) North 26° 29' 28" East 101 feet to the point of beginning; being 185 square feet or 0.004 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° 26' 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.

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 piece or parcel of property designated as Parcel No. 4, 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 southerly boundary of Stanford Road, said point being 161 feet distant southwesterly measured at right angles, from station 4+741 of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) North 87° 33' 40" West 511 feet to a point distant southwesterly 57.95 feet measured at right angles, from station 4+43.11 of said baseline; (2) North 63° 33' 51" East 5.99 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 261 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 451 feet measured at right angles from station 4+201 of said baseline; thence along said existing southerly boundary of Stanford Road southeasterly 281 feet to a point distant southwesterly 301 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 165.24 feet a distance of 331 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+57.297; thence South 82° 20' 45.6" East to station 3+94.780 and South 31° 56' 07.3" East to station 5+02.888.

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 7, 2023

ROBERT A. BALDWIN, P.E.
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: _____, 2023

NICHOLAS G. CHAPIN, LAND SURVEYOR
P.L.S. LICENSE NO. 049330

PERMANENT EASEMENT

THIS INDENTURE, made this *29* day of *June*, 2023

Between, VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545,, party of the first part,

-and-

COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release by way of donation unto the party of the second part, its heirs successors and/or assigns the following described Permanent Easement;

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Clinton, County of Dutchess, State of New York, being more particularly bounded and described on Map 3, Parcel 1, annexed hereto.

Being a portion of those same lands described in a certain deed dated June 6, 1997, and recorded June 18, 1997 in Liber 1995 Page 491 and in a certain deed dated November 1, 1946, and recorded November 1, 1946 in Liber 649 Page 575 in the Office of the County Clerk for Dutchess County, re: Parcel Numbers (135889-6765-03-332250-0000) (135801-6765-18-345235-0000).

This conveyance is made to the County of Dutchess in accordance with the authority set forth in Resolution No. _____ of the Dutchess County Legislature.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part, forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way what so ever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will

hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same.

RESERVING, however, to the owner of any right, title or interest in and to the property described 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 purpose for, and as established by, the construction and as so constructed, the maintenance, of the herein identified project.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

ORIGINAL

party of the first part,

VILLAGE OF MILLBROOK

Tim Callahan, Mayor
Authorized Official

party of the first part,

COUNTY OF DUTCHESS

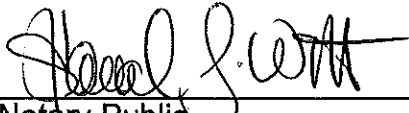
William F.X. O'Neil
County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

ORIGINAL

On this 29 day of June, 2023, before me, the undersigned, personally appeared Tim Collopy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH J. WITT
Notary Public - State of New York
No. 01WI6250628
Qualified in Dutchess County
My Commission Expires Oct. 31, 2023



Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2023, before me, the undersigned, personally appeared William F.X. O'Neil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:
Anne Marie Smith
Dutchess County Department
of Law, 22 Market Street
Poughkeepsie, NY 12601

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: 1,077,689.2486
E: 711,126.9437
NAD 83 (2011) Epoch 2010.00

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'±

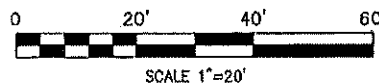
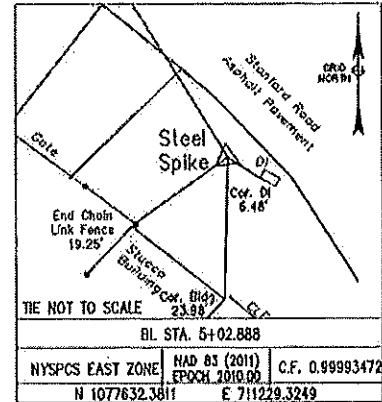
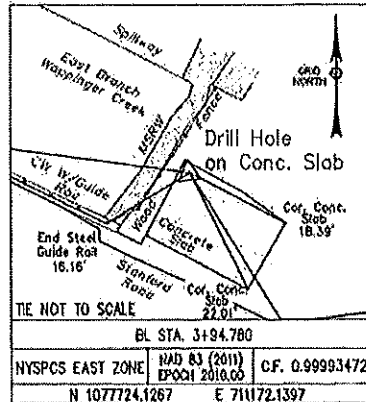
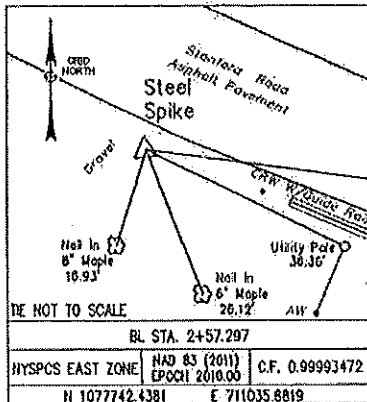
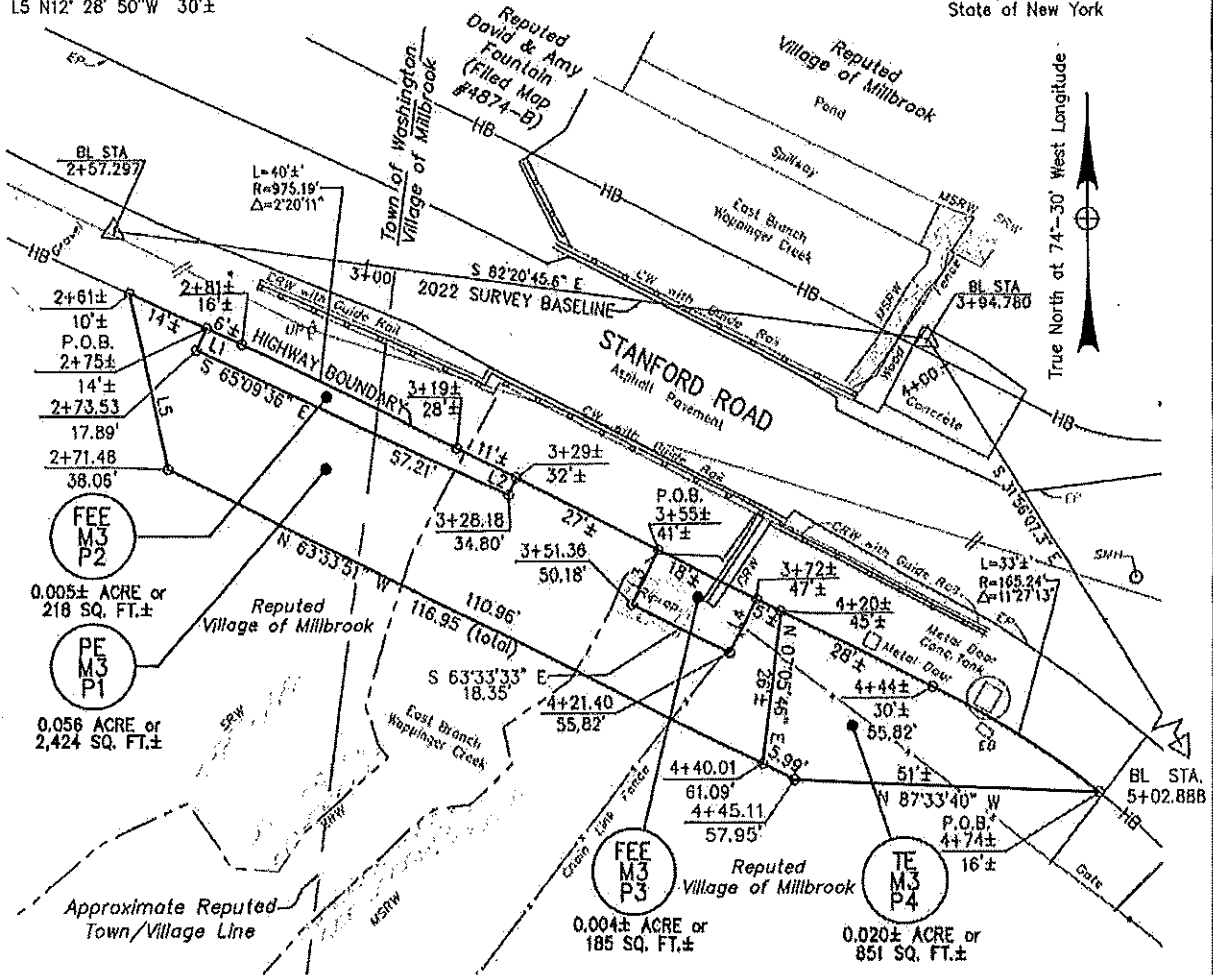
VILLAGE OF MILLBROOK
(REPUTED OWNER)

CCD: LIBER 1995, PAGE 491
LIBER 649, PAGE 575
LIBER 1799, 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



STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

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

Parcel No. 1

PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A Permanent easement to be acquired 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 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 southerly boundary of Stanford Road, said point being 144 feet distant southwesterly measured at right angles, from station 2+754 of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) South 28° 50' 22" West 49 feet to a point distant southwesterly 17.89 feet measured at right angles, from station 2+73.53 of said baseline; (2) South 65° 09' 36" East 57.21 feet to a point distant southwesterly 34.00 feet measured at right angles, from station 3+26.18 of said baseline; (3) North 24° 50' 21" East 1/2 acre to a point in said existing southerly boundary of Stanford Road distant 321 feet measured at right angles, from station 3+292 of said baseline; thence continuing along the existing southerly boundary of Stanford Road southwesterly 271 feet to a point distant 411 feet measured at right angles, from station 3+557; thence through lands of the grantor herein the following three (3) courses: (1) South 28° 29' 28" West 101 feet to a point distant southwesterly 50.10 feet measured at right angles, from station 3+51.36 of said baseline; (2) South 65° 43' 33" East 18.35 feet to a point distant southwesterly 55.82 feet measured at right angles, from station 4+21.40 of said baseline; (3) North 28° 25' 15" East 101 feet to a point in said southerly boundary of Stanford Road distant southwesterly 471 feet measured at right angles, from station 3+721; thence along said existing southerly boundary of Stanford Road southwesterly 52 feet to a point distant southwesterly 451 feet measured at right angles, from station 4+201; thence through lands of the grantor herein the following three (3) courses: (1) South 07° 05' 46" West 261 feet to a point distant southwesterly 61.09 feet measured at right angles, from station 4+40.01 of said baseline; (2) North 02° 23' 51" West 110.96 feet to a point distant southwesterly 38.06 feet measured at right angles to station 2+71.49 of said baseline; (3) thence North 12° 25' 40" West 301 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 101 feet measured at right angles from station 2+611 of said baseline; thence along said southerly boundary of Stanford Road southwesterly 144 feet to the point of beginning; being 2,424 square feet or 0.056 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 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+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

FEZ

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 southerly boundary of Stanford Road, said point being 144 feet distant southwesterly measured at right angles, from station 2+754 of the survey baseline referenced hereafter; thence along said southerly boundary of Stanford Road southwesterly 81 feet to a point distant southwesterly 161 feet measured at right angles, from station 2+811 of said baseline; thence continuing southwesterly along said existing southerly boundary of Stanford Road following a curve to the right having a radius of 975.10 feet a distance of 401 feet to a point distant southwesterly 281 feet measured at right angles, from station 3+191 of said baseline; thence continuing along said existing southerly boundary of Stanford Road southwesterly 112 feet to a point distant southwesterly 321 feet measured at right angles, from station 3+291 of said baseline; thence through lands of the grantor herein the following three (3) courses: (1) South 24° 50' 26" West 31 feet to a point distant southwesterly 34.80 feet measured at right angles, from station 3+28.18 of said baseline; (2) North 65° 09' 36" West 57.21 feet to a point distant 17.89 feet measured at right angles, from station 2+73.52 of said baseline; (3) North 24° 30' 24" East 41 feet to the point of beginning; being 215 square feet or 0.005 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 and South 31° 56' 07.3" East to station 3+62.886.

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

Parcel No. 3

FEZ

All that piece or parcel of property designated as Parcel No. 3, 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 southerly boundary of Stanford Road, said point being 111 feet distant southwesterly measured at right angles, from station 3+511 of the survey baseline referenced hereafter; thence along said existing southerly boundary of Stanford Road southwesterly a distance of 101 feet to a point being distant 471 southwesterly measured at right angles, from station 3+77 of said baseline; thence through lands of the grantor herein the following three (3) courses: (1) South 26° 25' 13" West 101 feet to a point distant southwesterly 35.02 feet measured at right angles, from station 4+21.40 of said baseline; (2) North 63° 33' 33" West 18.35 feet to a point distant southwesterly 50.18 feet measured at right angles, from station 3+51.36 of said baseline; (3) North 26° 29' 28" East 101 feet to the point of beginning; being 185 square feet or 0.004 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 and South 31° 56' 07.3" East to station 3+62.886.

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

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 piece or parcel of property designated as Parcel No. 4, 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 southerly boundary of Stanford Road, said point being 161 feet distant southwesterly measured at right angles, from station 4+744 of the survey baseline referenced hereafter; thence through lands of the grantor heretofore, the following three (3) courses: (1) North 87° 33' 40" West 51' feet to a point distant southwesterly 57.95 feet measured at right angles, from station 4+43.11 of said baseline; (2) North 81° 33' 31" West 5.59 feet to a point distant southwesterly 61.09 feet measured at right angles, from station 4+40.01 of said baseline; (3) thence North 87° 05' 46" East 261 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 451 feet measured at right angles from station 4+201 of said baseline; thence along said existing southerly boundary of Stanford Road southeasterly 281 feet to a point distant southwesterly 384 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 165.24 feet a distance of 334 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+57.297; thence South 82° 20' 45.6" East to station 3+94.780 and South 31° 56' 07.3" East to station 5+02.888.

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: June 7, 2023

ROBERT A. BARKIND, P.E.
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: _____, 2023

NICHOLAS G. CHAPIN, LAND SURVEYOR
P.L.S. LICENSE NO. 049330

STATEMENT OF DONATION

Village of Millbrook
35 Merritt Avenue
Millbrook, NY 12545

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

Parcel Locations: Stanford Road, Town of Washington

Parcel Grid Identification Numbers: 135801-6765-14-368259-0000, 135889-6765-103-332250-0000, 135801-6765-18-345235-0000, 135801-6765-18-353221

Map and Parcel Numbers: Map 2 Parcels 1, 2 Map 3 Parcels 1, 2, 3, 4

In order to advance the above referenced project, I, TIM COLLOPY, MAYOR, VILLAGE OF MILLBROOK do hereby agree to grant and release to Dutchess County, by way of donation, the parcels of real property as described in the accompanying Agreement to Purchase Real Property.

I/We have been fully informed of the right to receive just compensation and do herewith waive the right of just compensation.

I/we understand that I/we will be asked to execute the necessary documents in connection with this conveyance to Dutchess County.

- ☒ I/We hereby waive the right to an appraisal.
or
☐ I/We hereby do not waive the right to an appraisal.

Date: 6/29, 2023

Tim Collopy
Village of Millbrook

TEMPORARY EASEMENT

THIS INDENTURE, made this 29 day of June, 2023

Between, VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545, party of the first part,

-and-

COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release by way of donation unto the party of the second part, its heirs successors and/or assigns the following described Temporary Construction Easement;

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Millbrook, Town of Stanford, County of Dutchess, State of New York, being more particularly bounded and described on Map 2, Parcel 2, annexed hereto.

Being a portion of those same lands described in a certain deed dated June 9, 1988, and recorded June 10, 1988 in Liber 1799 Page 831 in the Office of the County Clerk for Dutchess County, re: Parcel Number (135801-6765-14-368259-0000).

CPA

TERM OF TEMPORARY EASEMENT shall be for a period of two (2) years. The commencement date may be up to six (6) months after the execution of the temporary easement.

SAID TEMPORARY EASEMENT shall be exercised for the purpose of access and construction activities.

IT is further agreed and understood that 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.

IT is further agreed and understood that 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

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.

IT is further understood that 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.

IT is further agreed that the party of the second part shall not be liable for the maintenance of the area that was subject of the Temporary Easement or liable for the damages in connection therewith after termination of easement.

RESERVING, however, to the owner of any right, title or interest in and to the property described above and such owner's heirs successors and/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 and as so constructed, the maintenance, of the herein identified project.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

party of the first part,

VILLAGE OF MILLBROOK


Authorized Official

party of the first part,

COUNTY OF DUTCHESS

William F.X. O'Neil
County Executive

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS:

On this 29 day of June, 2023, before me, the undersigned, personally appeared Tim Collopy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SARAH J. WITT
Notary Public - State of New York
No. 01W16250628
Qualified in Dutchess County
My Commission Expires Oct. 31, 2023


Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2023, before me, the undersigned, personally appeared William F.X. O'Neil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:
Anne Marie Smith
County Attorney
Dutchess County Department of Law
22 Market Street
Poughkeepsie, NY 12601

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

Parcel Locator Point:

N: 1,077,744,8368

E: 711,128;5879

NAD BS (2011) Epoch: 2010.00

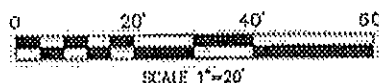
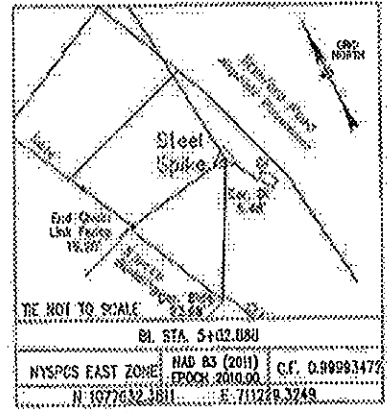
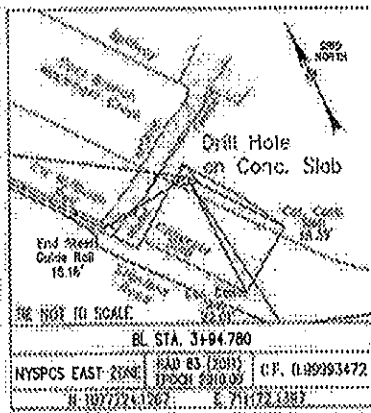
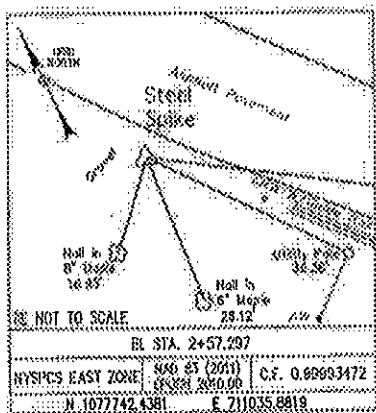
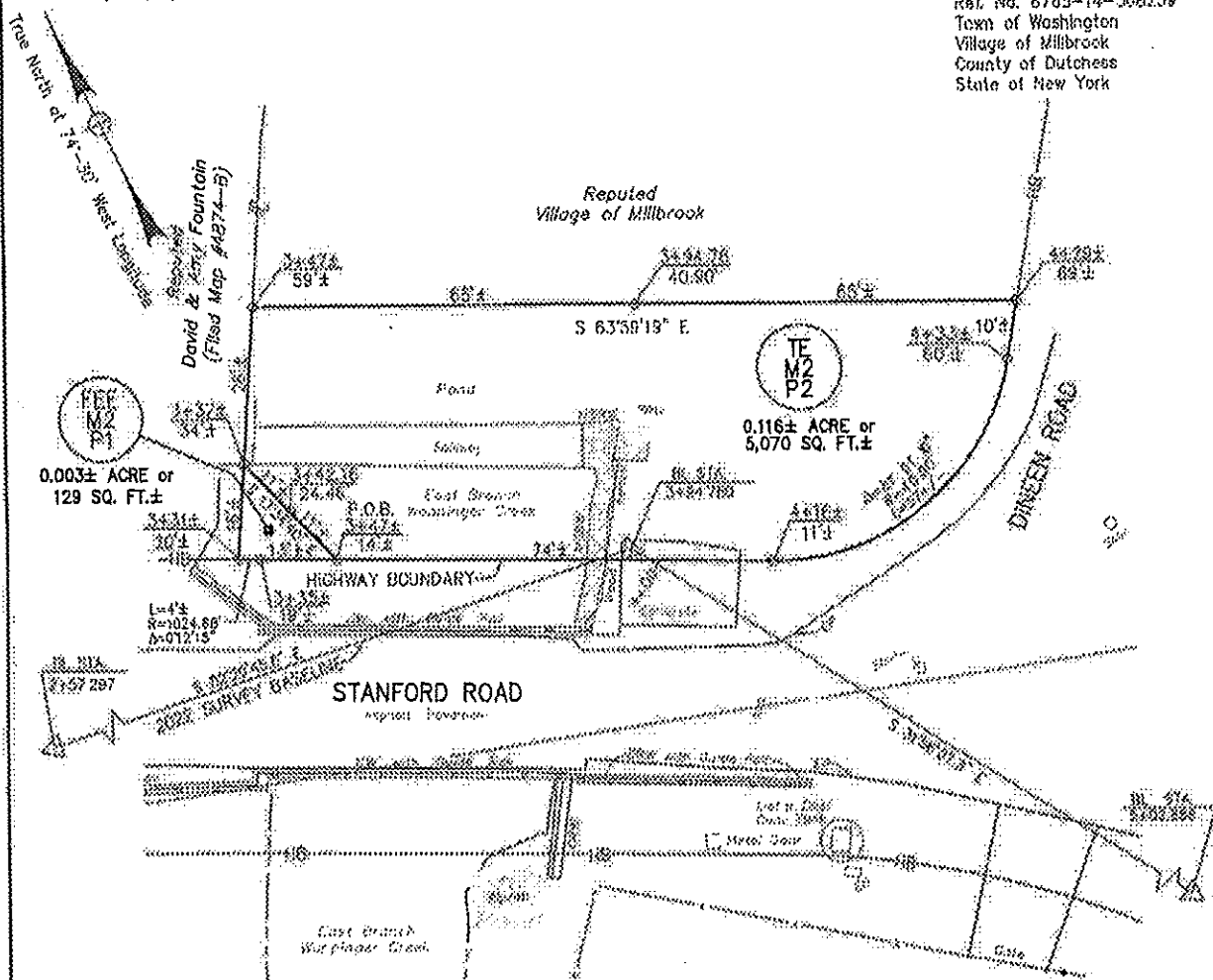
VILLAGE OF MILLBROOK
(REPUTED OWNER)
LIBR 1799, PAGE 831

PARCEL SUMMARY:

Type: P1-fes

F2-Temporary Easement

Portion of 2022 Tax Map
Ref. No. 8765-14-368259
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

112

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 141 feet distant northeasterly measured at right angles from station 2+57.287 of the survey baseline hereinafter described thence along said existing boundary of Stanford Road northeasterly 141 feet to a point distant northeasterly 151 feet measured at right angles from station 2+57.287 of said baseline thence continuing northeasterly along said existing westerly boundary of Stanford Road following a curve in the left bearing a point of 1824.88 feet a distance of 44 feet to a point and thence northeasterly of Stanford Road northeasterly 288 feet measured at right angles from station 2+57.287 of said baseline thence along said lands northeasterly of Stanford Road northeasterly 141 feet to a point distant 141 feet measured at right angles from station 2+57.287 of said baseline thence through lands of the greater herein south 33° 58' 19" East 608 feet to a point distant northeasterly 40.00 feet measured at right angles from station 2+57.287 of said baseline thence through lands of the greater herein south 33° 58' 19" East 608 feet to a point in the westerly boundary of Stanford Road distant northeasterly 188 feet measured at right angles from station 2+57.287 of said baseline thence continuing along said westerly boundary of Stanford Road 109 feet to a point being distant northeasterly 608 feet measured at right angles from station 2+57.287 of said baseline thence continuing northeasterly along the westerly boundary of Stanford Road and the northerly boundary of Stanford Road following a curve to the right having a radius of 40.00 feet a distance of 372 feet to a point distant northeasterly 71 feet measured at right angles from station 2+57.287 of said baseline thence continuing along said northerly boundary of Stanford Road northeasterly 74 feet to the point of beginning being 5.878 square feet or 0.136 acre more or less.

The above mentioned survey baseline is a portion of the 2077 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+57.287; thence South 82° 20' 41.6" East to station 2+54.780.

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

Parcel No. 2

TERRITORIAL EASEMENT FOR HIGHWAY PURPOSES

I, Surveyor General, do hereby certify that the above described lands and parcels are necessary for the purpose of reconstructing the Stanford Road Bridge over the East Branch of the Wappinger Creek and that the same are 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 westerly boundary of Stanford Road, said point being 141 feet distant northeasterly measured at right angles from station 2+57.287 of the survey baseline hereinafter described thence along said existing boundary of Stanford Road northeasterly 141 feet to a point distant northeasterly 151 feet measured at right angles from station 2+57.287 of said baseline thence continuing northeasterly along said existing westerly boundary of Stanford Road following a curve in the left bearing a point of 1824.88 feet a distance of 44 feet to a point and thence northeasterly of Stanford Road northeasterly 288 feet measured at right angles from station 2+57.287 of said baseline thence along said lands northeasterly of Stanford Road northeasterly 141 feet to a point distant 141 feet measured at right angles from station 2+57.287 of said baseline thence through lands of the greater herein south 33° 58' 19" East 608 feet to a point distant northeasterly 40.00 feet measured at right angles from station 2+57.287 of said baseline thence through lands of the greater herein south 33° 58' 19" East 608 feet to a point in the westerly boundary of Stanford Road distant northeasterly 188 feet measured at right angles from station 2+57.287 of said baseline thence continuing along said westerly boundary of Stanford Road 109 feet to a point being distant northeasterly 608 feet measured at right angles from station 2+57.287 of said baseline thence continuing northeasterly along the westerly boundary of Stanford Road and the northerly boundary of Stanford Road following a curve to the right having a radius of 40.00 feet a distance of 372 feet to a point distant northeasterly 71 feet measured at right angles from station 2+57.287 of said baseline thence continuing along said northerly boundary of Stanford Road northeasterly 74 feet to the point of beginning being 5.878 square feet or 0.136 acre more or less.

RESERVING, however, to the owner of any portion of the above described lands the right to use the same for any purpose and such use shall not be further limited or restricted by this easement beyond that which is necessary to effectuate its purposes for, and as established by, the acquisition or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2077 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+57.287; thence South 82° 20' 41.6" East to station 2+54.780 and thence 71 feet 07.3" East to station 2+07.888.

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: May 7, 1963

ROBERT W. ROBINSON, JR.
COMMISSIONER



Unauthorized alteration of a survey map having 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 various standards for land surveys as adopted by the New York State Association of Professional Land Surveyors, Inc.

Date: May 7, 1963

WILLIAM S. CHAPMAN, LAND SURVEYOR
P.L.S. LICENSE NO. 049130

TEMPORARY EASEMENT

THIS INDENTURE, made this *29* day of *June*, 2023

Between, VILLAGE OF MILLBROOK, with offices located at 35 Merritt Ave, Millbrook, NY 12545, party of the first part,

-and-

COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release by way of donation unto the party of the second part, its heirs successors and/or assigns the following described Temporary Construction Easement;

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Millbrook, Town of Stanford, County of Dutchess, State of New York, being more particularly bounded and described on Map 3, Parcel 4, annexed hereto.

Being a portion of those same lands described in a certain deed dated June 9, 1988, and recorded June 10, 1988 in Liber 1799 Page 831 in the Office of the County Clerk for Dutchess County, re: Parcel Number (135801-6765-18-353221-0000).

TERM OF TEMPORARY EASEMENT shall be for a period of two (2) years. The commencement date may be up to six (6) months after the execution of the temporary easement.

SAID TEMPORARY EASEMENT shall be exercised for the purpose of access and construction activities.

IT is further agreed and understood that 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.

IT is further agreed and understood that 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

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.

IT is further understood that 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.

IT is further agreed that the party of the second part shall not be liable for the maintenance of the area that was subject of the Temporary Easement or liable for the damages in connection therewith after termination of easement.

RESERVING, however, to the owner of any right, title or interest in and to the property described above and such owner's heirs successors and/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 and as so constructed, the maintenance, of the herein identified project.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first written above.

party of the first part,

VILLAGE OF MILLBROOK


Authorized Official

party of the first part,

COUNTY OF DUTCHESS

William F.X. O'Neil
County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this 29 day of June, 2023, before me, the undersigned,
personally appeared Tim Collopy, personally known to me or proved to
me on the basis of satisfactory evidence to be the individual whose name is subscribed
to the within instrument and acknowledged to me that (s)he executed the same in
his/her capacity, and that by his/her signature on the instrument, the individual or the
person upon behalf of which the individual acted, executed the instrument.

SARAH J. WITT
Notary Public - State of New York
No. 01WI6250628
Qualified in Dutchess County
My Commission Expires Oct. 31, 2023



Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2023, before me, the undersigned,
personally appeared William F.X. O'Neil, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the
within instrument and acknowledged to me that (s)he executed the same in his/her
capacity, and that by his/her signature on the instrument, the individual or the person
upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:
Anne Marie Smith
County Attorney
Dutchess County Department of Law
22 Market Street
Poughkeepsie, NY 12601

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

STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

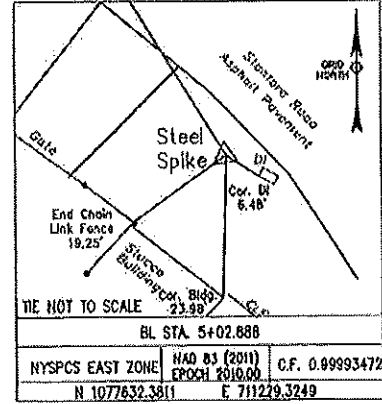
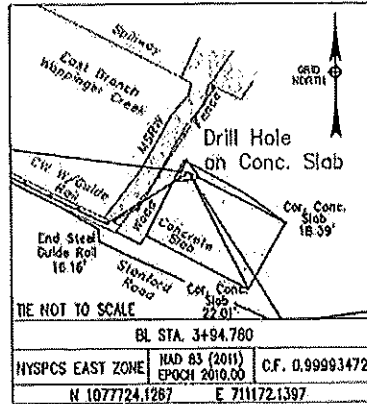
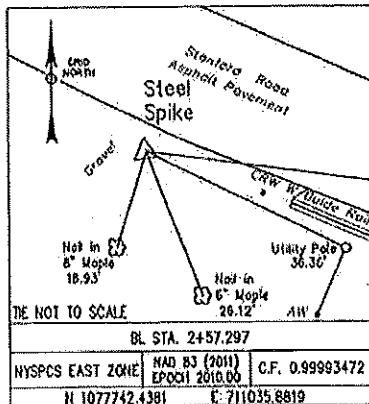
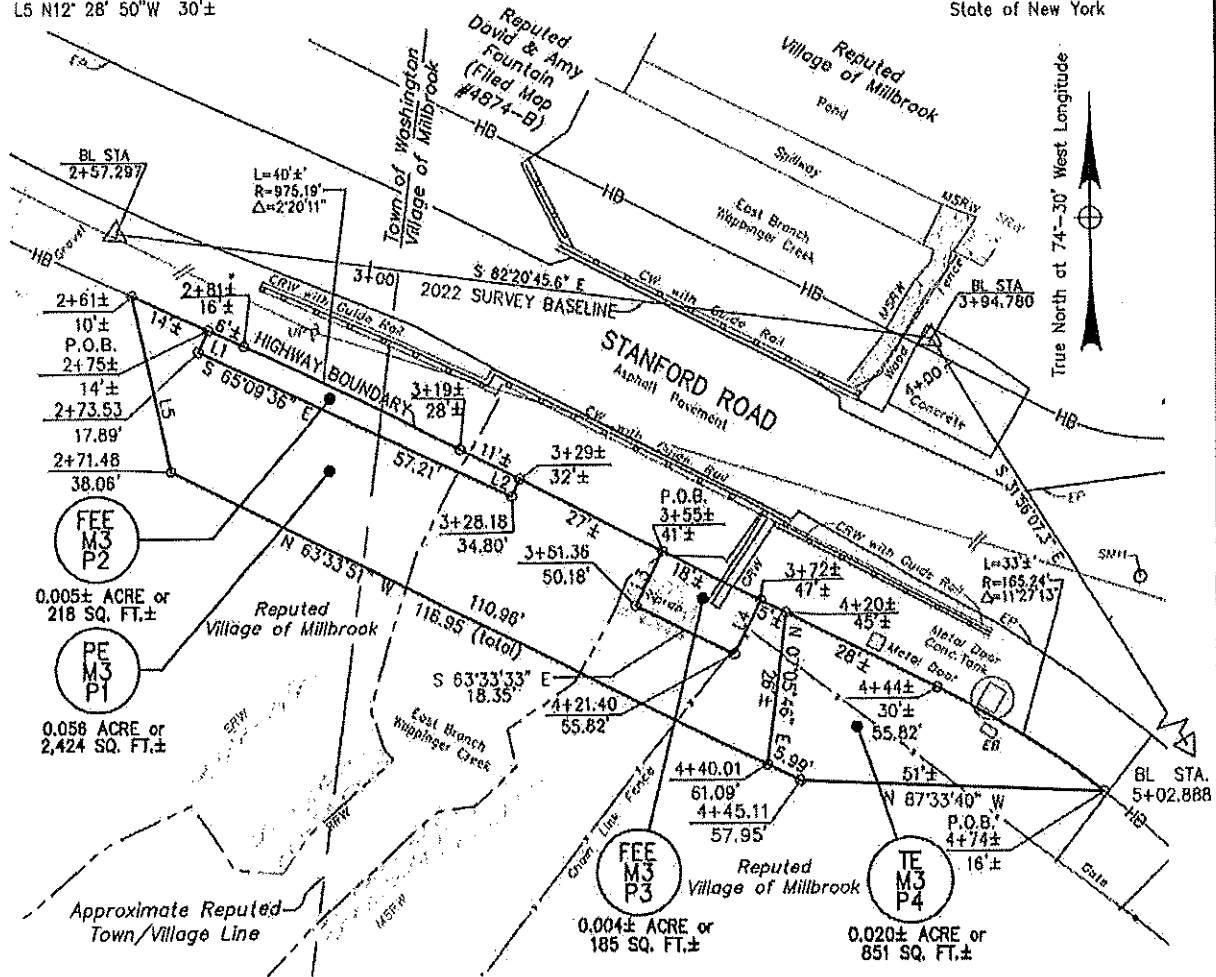
MAP NO. 3
PARCEL NOS. 1, 2, 3 & 4
SHEET 1 OF 3 SHEETS

Parcel Locator Point:
N: 1,077,889.2486
E: 711,126.9437
NAD 83 (2011) Epoch 2010.00

VILLAGE OF MILLBROOK
(REPUTED OWNER)
CCD: LIBER 1995, PAGE 491
LIBER 649, PAGE 575
LIBER 1799, 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 N28° 29' 28"E 10'±
L4 N26° 25' 13"E 10'±
L5 N12° 28' 50"W 30'±



STANFORD ROAD
TOWN OF WASHINGTON
VILLAGE OF MILLBROOK

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

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

Parcel No. 1

PERMANENT EASEMENT FOR HIGHWAY PURPOSES

A Permanent 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. 1, 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 141 feet distant southwesterly measured at right angles, from station 2+51 of the survey baseline referenced hereafter; thence through lands of the grantor hereth the following three (3) courses: (1) South 25° 50' 24" East 41 feet to a point distant southwesterly 17.89 feet measured at right angles, from station 2+73.53 of said baseline; (2) South 65° 03' 36" East 57.21 feet to a point distant southwesterly 54.80 feet measured at right angles, from station 3+28.18 of said baseline; (3) North 24° 50' 24" East 32 feet to a point in said existing southerly boundary of Stanford Road distant 32 feet measured at right angles, from station 3+29 of said baseline; thence continuing along the existing southerly boundary of Stanford Road southeasterly 27 feet to a point distant 412 feet measured at right angles, from station 3+51; thence through lands of the grantor herein the following three (3) courses: (1) South 31° 20' 28" East 162 feet to a point distant southwesterly 50.18 feet measured at right angles, from station 3+51.36 of said baseline; (2) South 65° 53' 32" East 18.35 feet to a point distant southwesterly 55.82 feet measured at right angles, from station 4+21.40 of said baseline; (3) North 26° 29' 28" East 102 feet to a point in said southerly boundary of Stanford Road distant southwesterly 44 feet measured at right angles, from station 4+20; thence through lands of the grantor hereth the following three (3) courses: (1) South 37° 03' 46" East 281 feet to a point distant southwesterly 61.09 feet measured at right angles, from station 5+30.91 of said baseline; (2) North 33° 51' 51" East 110.56 feet to a point distant southwesterly 10.06 feet measured at right angles to station 5+71.48 of said baseline; (3) thence North 17° 25' 56" East 304 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 102 feet measured at right angles from station 2+613 of said baseline; thence along said southerly boundary of Stanford Road southeasterly 142 feet to the point of beginning; being 2,424 square feet or 0.056 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 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 purpose 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+57.297; thence South 82° 23' 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

FEE

All that piece or parcel of property designated as Parcel No. 2, 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 141 feet distant southwesterly measured at right angles, from station 2+51 of the survey baseline referenced hereafter; thence along said southerly boundary of Stanford Road southeasterly 62 feet to a point distant southwesterly 16 feet measured at right angles, from station 2+81 of said baseline; thence continuing southeasterly along said existing southerly boundary of Stanford Road following a curve to the right having a radius of 975.19 feet a distance of 409 feet to a point distant southwesterly 28 feet measured at right angles, from station 3+13 of said baseline; thence continuing along said existing southerly boundary of Stanford Road southeasterly 112 feet to a point distant southwesterly 321 feet measured at right angles, from station 3+291 of said baseline; thence through lands of the grantor hereth the following three (3) courses: (1) South 26° 50' 24" East 31 feet to a point distant southwesterly 34.60 feet measured at right angles, from station 3+38.18 of said baseline; (2) North 65° 03' 36" East 57.21 feet to a point distant 17.89 feet measured at right angles, from station 2+73.53 of said baseline; (3) North 24° 50' 24" East 41 feet to the point of beginning; being 216 square feet or 0.005 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° 23' 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.

Parcel No. 3

FEE

All that piece or parcel of property designated as Parcel No. 3, 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 141 feet distant southwesterly measured at right angles, from station 2+51 of the survey baseline referenced hereafter; thence along said existing southerly boundary of Stanford Road southeasterly a distance of 162 feet to a point being distant 471 southwesterly measured at right angles, from station 3+72 of said baseline; thence through lands of the grantor herein the following three (3) courses: (1) South 26° 25' 13" East 102 feet to a point distant southwesterly 55.82 feet measured at right angles, from station 4+21.40 of said baseline; (2) North 33° 53' 53" East 110.56 feet to a point distant southwesterly 50.18 feet measured at right angles, from station 3+51.36 of said baseline; (3) North 26° 29' 28" East 162 feet to the point of beginning; being 185 square feet or 0.004 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° 23' 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.

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 piece or parcel of property designated as Parcel No. 4, 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 southerly boundary of Stanford Road, said point being 161 feet distant southwesterly measured at right angles, from station 4+441 of the survey baseline referenced hereafter; thence through lands of the grantor hereto, the following three (3) courses: (1) North 82° 33' 40" East 51 feet to a point distant southwesterly 57.95 feet measured at right angles, from station 4+431.1 of said baseline; (2) North 83° 33' 51" East 5.88 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 261 feet to a point in said existing southerly boundary of Stanford Road distant southwesterly 451 feet measured at right angles from station 4+202 of said baseline; thence along said existing southerly boundary of Stanford Road southeasterly 281 feet to a point distant southwesterly 301 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 165.24 feet a distance of 332 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+57.297; thence South 82° 20' 45.6" East to station 3+94.780 and South 31° 56' 07.3" East to station 5+02.888.

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: June 7, 2023

Robert A. Gaikind, P.E.
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: June 7, 2023

Nicholas G. Chapin
NICHOLAS G. CHAPIN, LAND SURVEYOR
P.L.S. LICENSE NO. 049330