

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025169

RE: AUTHORIZING CONDEMNATION PROCEEDING TO
ACQUIRE TEMPORARY EASEMENTS ON REAL PROPERTY
OWNED BY MILLBROOK EQUESTRIAN FARM INC. IN
CONNECTION WITH CULVERT (D-06) CHESTNUT RIDGE
ROAD (CR-23) OVER STONY BROOK AND CULVERT (D-07)
HALLS CORNERS ROAD (CR 24) OVER STONY BROOK,
REPLACEMENT PROJECT, IN THE TOWN OF DOVER

Legislators METZGER, PAOLONI, D'AQUANNI, and GORMAN offer the following
and move its adoption:

WHEREAS, the Department of Public Works ("DPW") has proposed replacement of
Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners
Road (CR24) over Stony Brook, Town of Dover, which project includes the acquisition of various
portions of real property (the "Project"), and

WHEREAS, DPW has determined that this Project is classified as a Type II action pursuant
to Article 8 of the Environmental Conservation Law and Part 617.5(c) (2) of the NYCRR (SEQR)
and as such no further action is required, and

WHEREAS, DPW has made a determination that in order to complete the Project
referenced above, it is necessary to acquire three (3) temporary easements over real property
owned by Millbrook Equestrian Farm Inc. located at 57 Halls Corners Road, Town of Dover,
described as approximately 5,050.33 +/- square foot parcel, Map Nos. 1,2,3, Parcel Nos. 1,2,3 of
Tax Grid No. 132600-6963-00-259195 and 132600-6963-00-333245-0000, and

WHEREAS, negotiations with the property owners to acquire these properties have
reached an impasse and authorization is requested to begin Eminent Domain Proceedings to
acquire three (3) temporary easements over portions of property owned by Millbrook Equestrian
Farm Inc., and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of
proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said temporary
easements as follows:

<u>Name</u>	<u>Map</u> Nos.	<u>Parcel</u> Nos.	<u>Area sq. ft</u>	<u>Proffered</u> <u>Amount</u>
Millbrook Equestrian Farm LLC	1	1	3,554.97 +/-	\$ 610
	2	2	669.79 +/-	\$ 195
	3	3	825.57 +/-	\$ 145
Contributory value of improvements (Maple Tree)				<u>\$1,175</u>

Total \$2,125

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Millbrook Equestrian Farm Inc. pursuant to the Eminent Domain Procedure Law for the acquisition of three (3) temporary easements over the above property in furtherance of the replacement of Culverts D-06 located on Chestnut Ridge Road (CR-23) over Stony Brook and D-07 Halls Corners Road (CR24) over Stony Brook, Town of Dover, Dutchess County, New York.

CA-108-25
AMS/mar/rjw
R-1089-A
09/03/25; rev'd 9/25/25
Fiscal Impact: See Attached.

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 2,125 _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$2,125 _____
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE TEMPORARY EASEMENTS FROM MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

Prepared On: 8/26/25



DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner

FROM: Matthew W. Davis, Assistant Civil Engineer I *MD*

DATE: September 25, 2025

RE: RESOLUTION REQUEST –TO BEGIN CONDEMNATION PROCEEDINGS TO ACQUIRE A TEMPORARY EASEMENT FROM MILLBROOK EQUESTRIAN FARM INC. IN CONNECTION WITH THE CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

The Department of Public Works is seeking authorization to begin condemnation proceedings to acquire temporary easements totaling 5,050.33 +/- square feet as described on Maps 1,2,3 Parcels 1,2,3 for the purchase price of \$950.00 along with a maple tree with a site improvement value of \$1,175.00.

These easements are located at 57 Halls Corners Road in the Town of Dover, Parcel Identification Number: (132600-6963-00-333245-0000) and 779 Chestnut Ridge Road in the Town of Dover, Parcel Identification Number: (132600-6963-00- 259195-0000).

The initial offer package was mailed certified to the property owner on June 3, 2025. The County Attorney's Office received a signed certified mailing receipt from the primary owners' mailing address on August 25, 2025. The initial 90 day offer period will expire on September 3, 2025. In order to keep the project on schedule the department is antedating a condemnation request. The County Attorney's Office will continue to try to contact and work with the property owner to secure the temporary easements without condemnation. If the county attorney can secure all the necessary closing documents before the October 14, 2025 legislative board meeting this condemnation request will be pulled from the agenda.

The subject project is classified as a Type II Action as per 6 NYCRR§617.5(c) (2). No further action is required

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CULVERT (D-06) CHESTNUT RIDGE ROAD (CR 23) OVER STONY BROOK AND CULVERT (D-07) HALLS CORNERS ROAD (CR 24) OVER STONY BROOK, REPLACEMENT PROJECT, TOWN OF DOVER, DUTCHESS COUNTY, NEW YORK

This Agreement by and between MILLBROOK EQUESTRIAN FARM INC., with a mailing address of 100 Coliseum Drive, Cohoes, NY 12047, 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 temporary easements located at 779 Chestnut Road and 57 Halls Corners Road, Dover Plains, NY 10280,

- ☒ a temporary easement to 3,554.97+/- square feet of real property as shown on Map 1 Parcel 1 for the purchase price of \$610.00
- ☒ a temporary easement to 669.79+/- square feet of real property as shown on Map 2 Parcel 2 for the purchase price of \$195.00
- ☒ a temporary easement to 825.57+/- square feet of real property as shown on Map 3 Parcel 3 for the purchase price of \$145.00

Map 2 being a portion of those same lands described in that certain deed dated March 15, 2002, and recorded April 4, 2002 as Document 02 2002 3181 in the Office of the County Clerk for Dutchess County, with the Parcel Number (132600-6963-00-259195-0000).

Maps 1 and 3 being portions of those same lands described in that certain deed dated April 4, 1995, and recorded April 20, 1995 in Liber 1960 Page 339 in the Office of the County Clerk for Dutchess County, with the Parcel Number (132600-6963-00-333245-0000).

2. TEMPORARY EASEMENT USE. The temporary easements shall be exercised for the purpose of access and constructing or reconstructing two box culvert structures together with all appearances.
3. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

4. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Maple tree with the improvement value of \$1,175.00.
5. PURCHASE PRICE. The total purchase price is TWO THOUSAND ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$2,125.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 4 if any.
6. 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.
7. THE PARTY OF THE FIRST PART AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the party of the second part, its employees, contractors, invitees or agents in the use of the Easement Premises in connection with this temporary easement. The party of the second part agrees to defend, indemnify and hold harmless the party of the first part, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the party of the second part of the easement premises, or the acts of party of the second part, its agents, employees or contractors.
8. 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.
9. 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.
10. 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.

11. **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.
12. **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.
13. **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.
14. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
15. **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.
16. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
17. **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 ____ day of _____ 2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: _____
Millbrook Equestrian Farm Inc.

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

Department of Public Works

BUYER: _____
County of Dutchess

Print Name: _____

Title: _____



REPLACEMENT OF
CULVERT D-07
COUNTY ROUTE 24
(HALLS CORNERS ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

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

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-333245-0000

Lot #5 on a map entitled
"Survey Map Showing Wiendick
Subdivision" as surveyed by
Kevin Cunningham, dated 3/7/88,
and filed in the Dutchess County
Clerk's Office on 6/27/88 as
Filed Map No. 8432.

MILLBROOK EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

B. 1960 P. 339

Town of Dover
County of Dutchess
State of New York

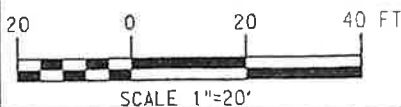
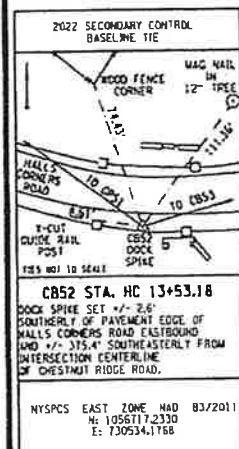
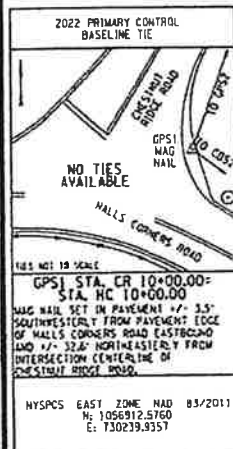
REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARMS, INC.
100 COLISEUM DRIVE
COHOES, NY 12047

TRUE NORTH AT THE 74°30'
MERIDIAN OF WEST LONGITUDE

N 65°37'47" W
17.62±FT
@ STA. HC 13+11.24
19.15±FT

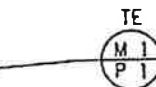
CB52 DOCK SPIKE
STA. HC 13+53.18
N: 1056717.2330
E: 730534.1768

P.O.B.
@ STA. HC 12+93.85
16.33±FT
N 39°22'00" E
22.96±FT
@ STA. HC 12+96.16
39.17±FT



SCALE 1"=20'

GPS1 MAG NAIL
STA. CR 10+00.00±
STA. HC 10+00.00±
N: 1056912.5760
E: 730239.9357



MILLBROOK
EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

57 HALLS CORNERS RD
3,554.97 SQ. FT± OF
WHICH 200.04 SQ. FT±
IS UNDERWATER.

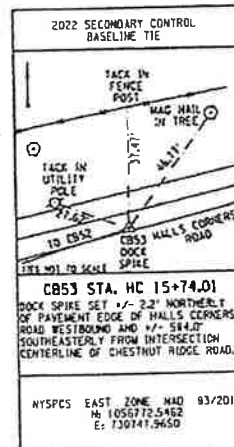
@ STA. HC 14+05.35
24.00±FT

@ STA. HC 14+70.25
35.61±FT

S 33°31'14" E
21.45±FT

@ STA. HC 14+77.24
15.33±FT

CB53 DOCK SPIKE
STA. HC 15+74.01
N: 1056772.5462
E: 730747.9650



MAP NUMBER 1
REVISED DATE
DATE PREPARED 12/23/2024

PREPARED BY J. HENSLY CHECKED BY R. DICKS FINAL CHECK BY J. HENSLY

REPLACEMENT OF
CULVERT D-07
COUNTY ROUTE 24
HALLS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 1, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT 0-07, COUNTY ROUTE 24 (ALLS CORNERS ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD), SAID POINT BEING 16.33± FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 12+93.85 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-07, COUNTY ROUTE 24 (HALLS CORNERS ROAD) PROJECT; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARMS, INC. (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 39°22'00" EAST 22.96± FT TO A POINT 39.17± FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 12+96.16 OF SAID BASELINE; (2) SOUTH 89°50'05" EAST 130.26± FT TO A POINT 35.61± FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+70.25 OF SAID BASELINE; AND (3) SOUTH 33°13'14" EAST 21.45± FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD), THE LAST MENTIONED POINT BEING 15.33± FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+77.24 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 24 (HALLS CORNERS ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 82°22'13" WEST 72.41± FT TO A POINT 24.00± FT DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION HC 14+05.35 OF SAID BASELINE; (2) NORTH 87°37'47" WEST 68.91± FT TO A POINT 19.15± FT DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION HC 13+11.24 OF SAID BASELINE; AND (3) NORTH 65°37'47" WEST 17.62± FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 3,554.97± SQUARE FEET MORE OR LESS OF WHICH 200.04± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE
DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID
PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT
WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR
RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED
PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-07, COUNTY ROUTE 24 (HALLS CORNERS ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE SOUTH 56°25'13" EAST TO STATION HC 13+53.18;
THENCE NORTH 75°29'38" EAST TO STATION HC 15+74.01.

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 JAN 7 2025

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



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

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

Joseph D. Gwinowski - Land Surveyor
P.L.S. License No. 050314

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 1
REVISED DATE _____
DATE PREPARED 12/23/2024

FORWARDED BY 1. 545:11 RECEIVED BY R. C. 12 FINAL CHECK BY 1. 545:11

DATE: 10/10/1968

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

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-259195-0000

Lot #2 on a map entitled "Plat of Wiendick Subdivision" as surveyed by Harry L. Bly, L.S., dated 5/11/87, last revised 7/21/87 and filed in the Dutchess County Clerk's Office on 12/21/87 as Filed Map No. 8222.

MILLBROOK EQUESTRIAN
FARM, INC.
(REPUTED OWNER)

DOCUMENT# 02-2002-3181

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARM, INC.
100 COLISEUM DRIVE
COHOES, NY 12047

**MILLBROOK EQUESTRIAN
FARM, INC.
(REPUTED OWNER)**

779 CHESTNUT RIDGE RD
669.79 SQ. FT± OF
WHICH 8.72 SQ. FT±
IS UNDERWATER.

S 88°50'53" E
24.01±FT

STA. CR 12+75.24
31.74±FT

N 30°01'12" E
20.80±FT

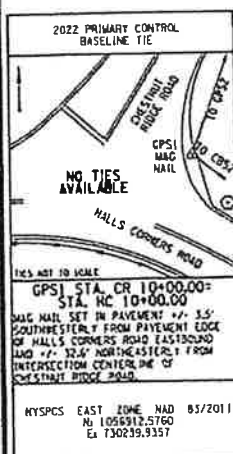
SWIFT CEMETARY PLOT
(REPUTED OWNER)

767 CHESTNUT RIDGE RD

STA. CR 12+54.59
34.26±FT

N 31°49'04" W
23.45±F

P.O.B.
@ STA. CR 12+41.10
15.09±FT



GPS1 MAG NAIL
STA. CR 10+00.00=
STA. HC 10+00.00
N: 1056912.5760
E: 730239.9357



SCALE 1"=20'

MAP NUMBER 2
REVISED DATE _____
DATE PREPARED 12/23/2024



REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 2 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF SWIFT CEMETERY PLOT (REPUTED OWNER) ON THE SOUTHWEST AND THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) ON THE NORTHEAST, SAID POINT BEING 15.09± FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+41.10 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE NORTH 31°49'04" WEST ALONG SAID DIVISION LINE 23.45± FT TO A POINT 34.26± FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+54.59 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARM, INC. (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 30°-01'-12" EAST 20.80± FT TO A POINT 31.74± FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+75.24 OF SAID BASELINE; AND (2) SOUTH 88°-50'-53" EAST 24.01± FT TO A POINT ON THE FIRST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 9.47± FT DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+84.20 OF SAID BASELINE; THENCE SOUTH 30°29'09" WEST ALONG THE LAST MENTIONED NORTHWESTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 43.46± FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 669.79± SQUARE FEET MORE OR LESS OF WHICH 8.72± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION CR 10+00.00= HC 10+00.00; THENCE NORTH 23°03'20" EAST TO STATION CR 13+38.37.

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 Jan 7 2025

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



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

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date January 7 2025

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

MJ Engineering, Architecture,
Landscape Architecture and
Land Surveying, P.C.
21 Corporate Drive
Clifton Park, NY 12065

MAP NUMBER 2
REVISED DATE
DATE PREPARED 12/20/2024



REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

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

Type: TEMPORARY EASEMENT
Portion of Real Property Tax
Parcel ID No.
132600-6963-00-333245-0000

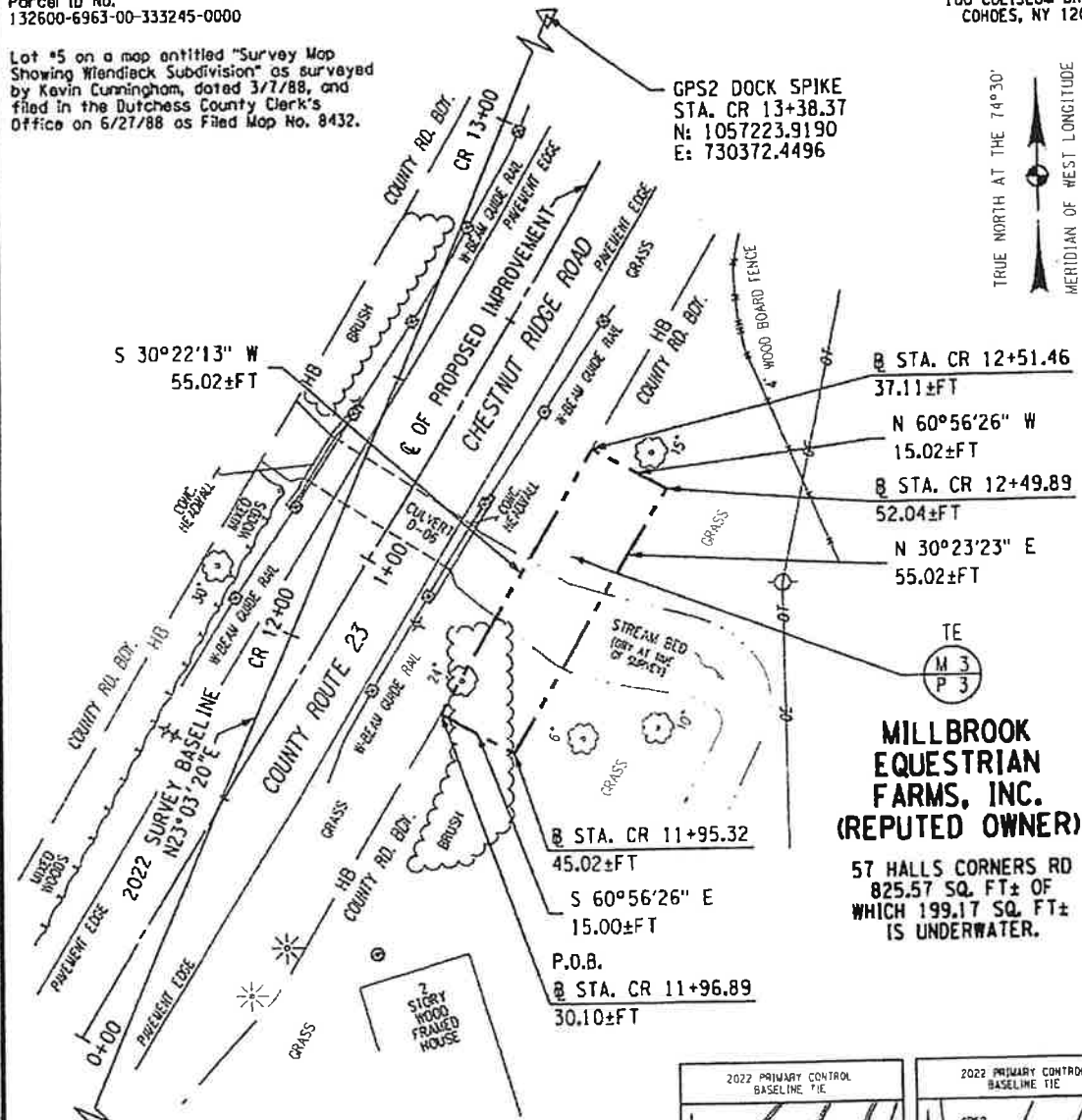
MILLBROOK EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

B. 1960 P. 339

Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:
MILLBROOK EQUESTRIAN
FARMS, INC.
100 COLISEUM DRIVE
COHDES, NY 12047

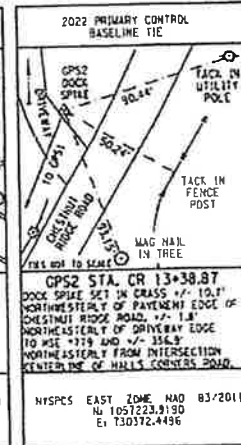
Lot #5 on a map entitled "Survey Map
Showing Winding Subdivision" as surveyed
by Kevin Cunningham, dated 3/7/88, and
filed in the Dutchess County Clerk's
Office on 6/27/88 as Filed Map No. 8432.



MILLBROOK
EQUESTRIAN
FARMS, INC.
(REPUTED OWNER)

57 HALLS CORNERS RD
825.57 SQ. FT.± OF
WHICH 199.17 SQ. FT.±
IS UNDERWATER.

GPS1 MAG NAIL
STA. CR 10+00.00=
STA. HC 10+00.00
N: 1056912.5760
E: 730239.9357



MAP NUMBER 3
REVISED DATE
DATE PREPARED 12/23/2024



PREPARED BY J. HANLEY CHECKED BY D. DUFFY FINAL CHECK BY J. MAHONEY



REPLACEMENT OF
CULVERT D-06
COUNTY ROUTE 23
(CHESTNUT RIDGE ROAD)

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN N/A

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

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in temporary easement acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 3, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF CONSTRUCTION AND GROUND RESTORATION IN CONNECTION WITH THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) TO RECONSTRUCT AND GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), SAID POINT BEING 30.10± FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+96.89 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF CULVERT D-06, COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) PROJECT; THENCE THROUGH THE PROPERTY OF MILLBROOK EQUESTRIAN FARMS, INC. (REPUTED OWNER) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 60°56'26" EAST 15.00± FT TO A POINT 45.02± FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 11+95.32 OF SAID BASELINE; (2) NORTH 30°23'23" EAST 55.02± FT TO A POINT 52.04± FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+49.89 OF SAID BASELINE; AND (3) NORTH 60°56'26" WEST 15.02± FT TO A POINT ON THE FIRST MENTIONED SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD), THE LAST MENTIONED POINT BEING 37.11± FT DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION CR 12+51.46 OF SAID BASELINE; THENCE SOUTH 30°22'13" WEST ALONG THE LAST MENTIONED SOUTHEASTERLY BOUNDARY OF COUNTY ROUTE 23 (CHESTNUT RIDGE ROAD) 55.02± FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 825.57± SQUARE FEET MORE OR LESS OF WHICH 199.17± SQUARE FEET IS UNDERWATER.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

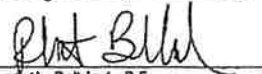
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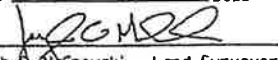

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Date January 7 2025


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