PUBLIC WORK AND CAPITAL PROJECTS

RESOLUTION NO. 2025167

RE: AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

Legislators METZGER, HOUSTON, PAOLONI, and GORMAN offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution 2024206, Dutchess County has assumed lead agency status for a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East, Village of Millerton (the "Project"), which Project includes the acquisition of various properties, and

WHEREAS, the County has further determined that this Project is classified as an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.6 of the NYCRR (SEQRA) and will not result in significant adverse impacts, and

WHEREAS, the Department of Public Works ("DPW") has determined that the Project is necessary for Americans with Disabilities Act (ADA) upgrades in the Town of North East, Village of Millerton, and to insure the continued service of the sidewalk as a link in the greater mobility and transportation system of the area, and

WHEREAS, DPW has made a determination that in order to complete the Project, it is necessary to acquire a fee acquisition over real property owned by Obsidian ML 5, LLC, located at 97 Route 44, Town of North East, Village of Millerton, described as approximately 1,530.77 +/- square foot parcel, Map No. 5, Parcel No. 5 of Tax Grid No. 133801-7271-15-504270-0000, and

WHEREAS, negotiations with the property owner to acquire this property have reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire a portion of property owned by Obsidian ML 5, LLC, 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 in fee as follows:

Name	Map No.	Parcel No.	Area sq. ft	Proffered Amount
Obsidian ML 5, LLC	3	5	1,530.77 +/-	$18,274

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 Obsidian ML 5, LLC pursuant to the Eminent Domain Procedure Law for the acquisition in fee of the above property in furtherance of the replacement of the sidewalk at CR 62 (Maple Avenue), in the Town of North East, Village of Millerton, Dutchess County, New York.

CA-106-25
AMS/mar/rjw
R-1079-D
09/02/25
Fiscal Impact: See Attached.

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

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.

DUTCHESS COUNTY SEAL

Leigh Wager
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 $ 18,274

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): $18,274
Over Five Years: _____

Additional Comments/Explanation:
RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis MWD Prepared On: 8/2725

OBSIDIAN ML 5 CORRESPONDENCE DIARY

3/12/25	Offer package mailed to property owner
3/25/25	Received email from property owner confirming receipt of offer package along with questions regarding the project.
4/2/25	Questions answered
4/29/25	Additional Questions
5/1 25	Questions answered
6/25/25	Additional questions
6/26/25	Questions answered
7/17/25	Email received from owner's attorney stating they will accept the offer with modifications to the purchase documents. The requested modifications were forwarded to the county attorney for review. The department of law is anticipating a friendly condemnation will be the outcome.

AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between OBSIDIAN ML 5, LLC, a Delaware Limited Liability Company, with an address at 11995 El Camino Real, San Diego, CA. 92130, 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, all right, title and interest to a 1,530.77 +/- square foot parcel of real property located at 97 Route 44, Millerton, NY 12546, for the purpose of constructing a new sidewalk, being further described on Map 5, Parcel 5, attached hereto.

   Being a portion of those same lands described in that certain deed dated May 15, 2023 and recorded August 28, 2023 as Document Number 02 2023 2634, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-15-504270-0000).

2. IMPROVEMENTS INCLUDED IN THE ACQUISITION. The following improvements, if any, now in or on the property are included in this Agreement: Lawn area and five deciduous trees.

3. PURCHASE PRICE. The total purchase price is EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS ($18,274.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2.

4. 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.

5. 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.

6. 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.

7. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

8. 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.

9. 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.

10. 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.

11. 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.

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

IN WITNESS WHEREOF, on this _____ day of _____ 2025, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: _____
Authorized Agent

_____
Department of Law

Print Name: _____

Title: _____

APPROVED AS TO CONTENT:

_____
Department of Public Works

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 1 OF 3

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

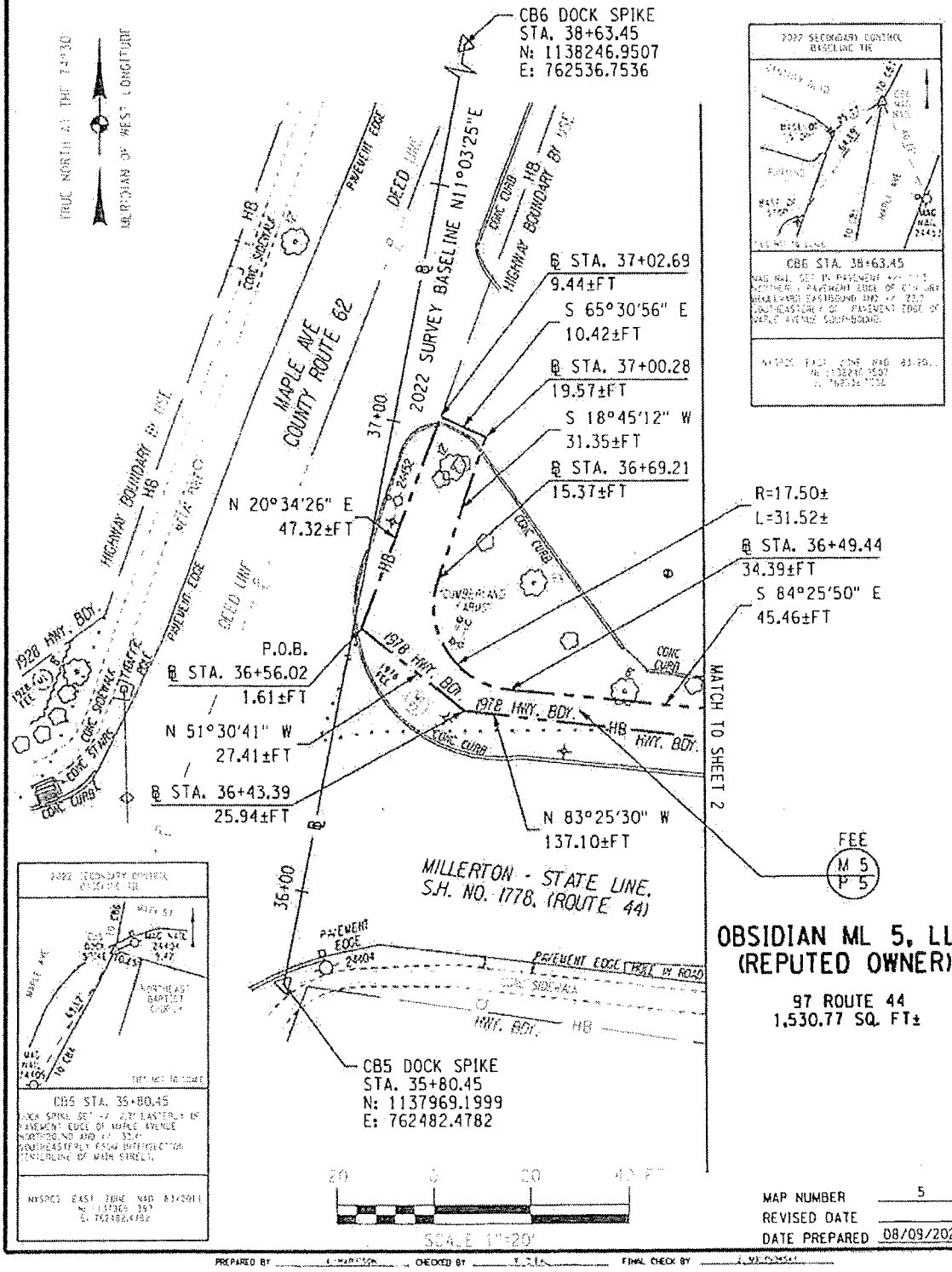
OBSIDIAN ML 5, LLC
(REPUTED OWNERS)

DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

Type: FFE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

REPUTED OWNER:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 15810



MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY _____ CHECKED BY _____ FINAL CHECK BY _____

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 2 OF 3

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

Type: FEE
Portion of Real Property Tax
Parcel ID No.
133801-7271-15-504270-0000

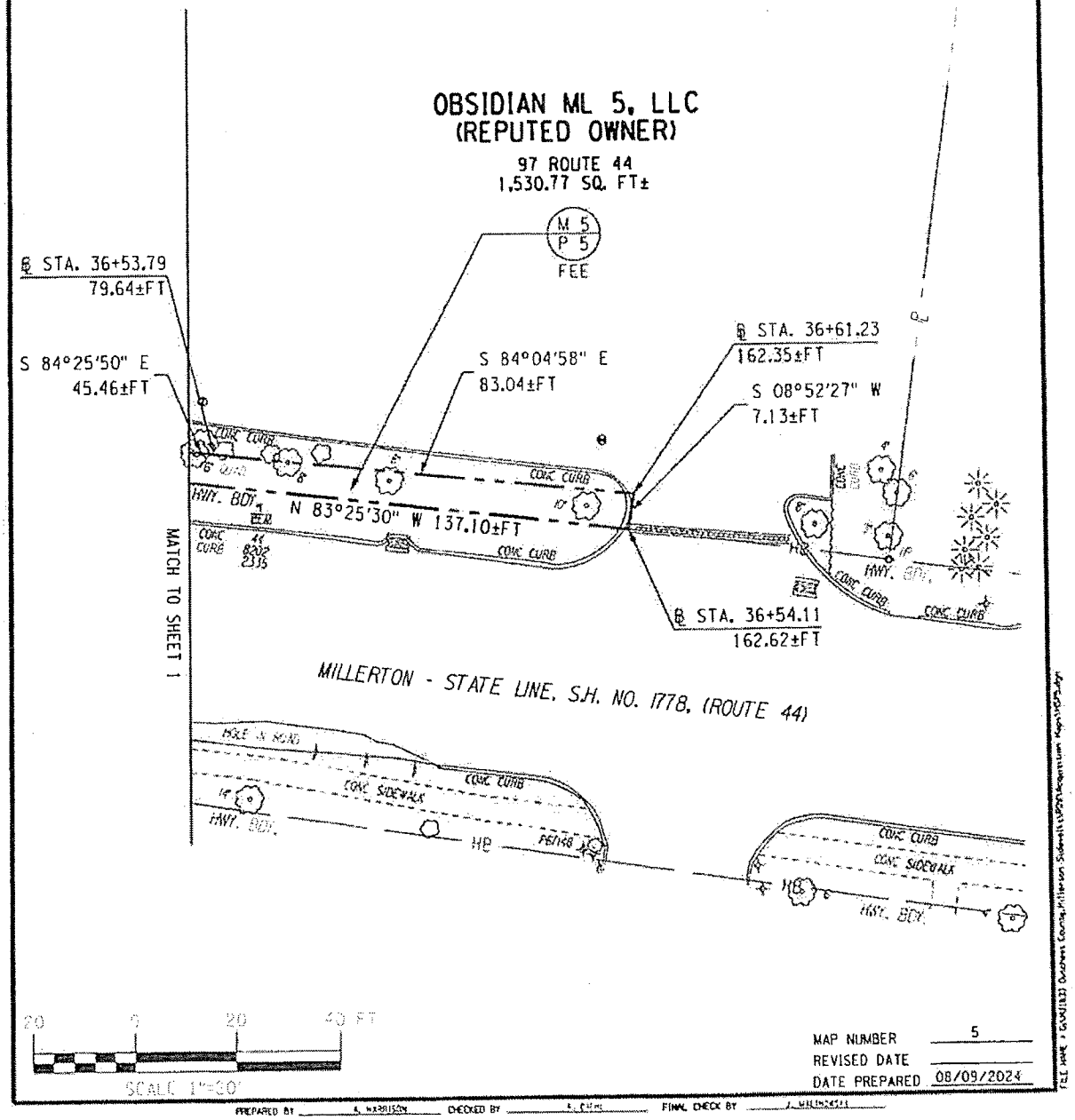
OBSIDIAN ML 5, LLC
(REPUTED OWNERS)

DOCUMENT# 02-2023-2634

Village of Millerton
County of Dutchess
State of New York

REPUTED OWNERS:
OBSIDIAN ML 5, LLC
165 FLANDERS ROAD
WESTBOROUGH, MA, 15810

TRUE NORTH AT THE 74°45' MERIDIAN OF WEST LONGITUDE



20 0 20 40 FT
SCALE 1"=20'

MAP NUMBER 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY A. HARRISON CHECKED BY FINAL CHECK BY

T:\LE HAVE \ GIS\11833 Dutchess County, Millerton Sidewalks\GIS\Mapping\Maps\MAP.mxd

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

COUNTY ROUTE 62
(MAPLE AVENUE)
SIDEWALK IMPROVEMENTS

PIN N/A

MAP NO. 5
PARCEL NO. 5
SHEET 3 OF 3

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 fee 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.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 5, SITUATE IN THE VILLAGE OF MILLERTON, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) AT ITS INTERSECTION WITH THE EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), SAID POINT BEING 1.61±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+56.02 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 20°-34'-26" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 47.32±FT TO A POINT 9.44±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+02.69 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF OBSIDIAN ML 5, LLC (REPUTED OWNER) THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) SOUTH 65°-30'-56" EAST 10.42±FT TO A POINT 19.57±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+00.28 OF SAID BASELINE; (2) SOUTH 18°-45'-12" WEST 31.35±FT TO A POINT 15.37±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+69.21 OF SAID BASELINE; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 17.50±FT, A DISTANCE OF 31.52±FT TO A POINT 34.39±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+49.44 OF SAID BASELINE; (4) SOUTH 84°-25'-50" EAST 45.46±FT TO A POINT 79.64±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+53.79 OF SAID BASELINE; (5) SOUTH 84°-04'-58" EAST 83.04±FT TO A POINT 162.35±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+61.23 OF SAID BASELINE; AND (6) SOUTH 8°-52'-27" WEST 7.13±FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44), THE LAST MENTIONED POINT BEING 162.62±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+54.11 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 83°-25'-30" WEST 137.10±FT TO A POINT 25.94±FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+43.39 OF SAID BASELINE; AND (2) NORTH 51°-30'-41" WEST 27.41±FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,530.77± SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 35+80.45; THENCE NORTH 11°-03'-25" EAST TO STATION 38+63.45.

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 30 2025

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

STATE OF NEW YORK
JOSEPH G. MALINOWSKI
LICENSED LAND SURVEYOR
050314

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 30 2025

Joseph G. 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 5
REVISED DATE
DATE PREPARED 08/09/2024

PREPARED BY J. HARRISON CHECKED BY J. [illegible] FINAL CHECK BY J. MALINOWSKI

FILE NAME = G:\4\0\623 Dutchess County\Millerton Sidewalks\ROW\Exhibits\Map\5-EXP.dgn

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)		
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ____

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025167 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci	Absent	
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present:	19	**Resolution:**	✓	**Total :**	19	0
Absent:	6	**Motion:**			Yes	No
Vacant:	0			**Abstentions:**	0	

2025167 AUTHORIZING CONDEMNATION PROCEEDING TO ACQUIRE A FEE ACQUISITION ON REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN RELATION TO THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

OCTOBER 14, 2025