

On motion of TRUSTEE \_\_\_\_\_, seconded by TRUSTEE \_\_\_\_\_, the following resolution was adopted by the Board of Trustees of the Village of Croton-on-Hudson, New York.

WHEREAS, the Village is working with its engineering design consultant, CHA Consulting Inc., on completing the final design, plans and specifications, and permitting necessary to go out to bid for the Croton Point Avenue Improvement Project; and

WHEREAS, as part of this project, the Village will need to acquire a small piece of property and a temporary easement from the owner of 1 Croton Point Avenue; and

NOW THEREFORE, BE IT RESOLVED that the Village Manager is authorized to execute a purchase agreement and temporary easement with Croton Point Realty, Inc.;

AND BE IT FURTHER RESOLVED: that the Village Manager is authorized to pay Croton Point Realty, Inc., the amount of \$18,000 for this acquisition;

AND BE IT FURTHER RESOLVED: that this amount be charged to H10214.

Dated: December 17, 2018

**AGREEMENT TO PURCHASE REAL PROPERTY**

**Project:** Croton-on-Hudson Parking Facility and Bicycle Enhancements    **PIN:** 8780.41  
**Map Nos.:** 01 & 02    **Parcels:** 1 & 1

This Agreement by and between **CROTON POINT REALTY, INC.** hereinafter referred to as "Seller", and the **VILLAGE OF CROTON-ON-HUDSON** hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey:

- ☒ *all right title and interest* to 398± square feet of real property, being the same lands designated as Parcel No. 1 on Map No. 01, attached hereto as Exhibit "A".
- ☐ a *permanent easement* to 0± square feet of real property, being the same lands designated as Parcel No(s). on Map No. ,attached hereto as Exhibit "A".
- ☒ a *temporary easement* to 175± square feet of real property, being the same lands designated as Parcel No. 1 on Map No. 02, attached hereto as Exhibit "A".

Located at 1 Croton Point Avenue, Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester, New York, further described as:

Being a portion of those same lands described in that certain Bargain and Sale Deed dated March 20, 2008 and recorded May 6, 2008 as Control No. 481150014, which is the vesting deed and rests on a Bargain and Sale Deed dated December 31, 1987 and recorded June 13, 1988 in Liber 9214 of Deeds at Page 256, both having been recorded in the Office of the County Clerk for Westchester County, New York (re: Tax Map No. 79.17-1-4), and being the same lands designated as Parcels 1 & 1 on Exhibit "A", attached hereto.

- 2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: **Asphalt (398± sq. ft.) and ornamental rocks.**
- 3. **PURCHASE PRICE.** The total purchase price is **EIGHTEEN THOUSAND AND 00/100 DOLLARS (\$18,000.00)**. This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. **PAYMENT.** All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Westchester County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully signed agreement.
6. 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement shall be for **two (2) years**.
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.
  - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
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. 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.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. 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. ADDENDA. The following Addenda are incorporated into this agreement:

[ ] Cost to Cure [x] Other paragraph 8 shall be amended to include the following additional language: Notwithstanding the foregoing, seller shall obtain \*  
IN WITNESS WHEREOF, on this 13<sup>th</sup> day of December, 2018, the parties have entered into this Agreement.

**CROTON POINT REALTY, INC.**

Witness:



By:



Print Name: STEPHEN DENAMÉ

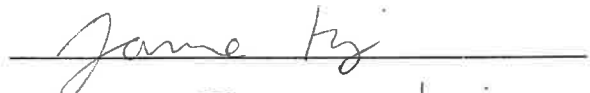
Title: President

**VILLAGE OF CROTON-ON-HUDSON**

Witness:



By:



Print Name: Janine King

Title: Village Manager

Date: December 28, 2018

\*all partial releases of mortgage premises and there shall be no reduction in purchase price as a result of the foregoing.

# Exhibit A

CROTON ON HUDSON  
PARKING, PEDESTRIAN AND  
BICYCLE ENHANCEMENTS

VILLAGE OF CROTON-ON-HUDSON  
ACQUISITION MAP  
PIN 8780.41

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

## MAP REFERENCE INFORMATION:

"Plan of Lots Called Harmon"  
Dated 1907 Filed in Westchester County  
Clerk's Office as Map #1776

CROTON POINT REALTY, INC.  
(REPUTED OWNER)

CC#481150014

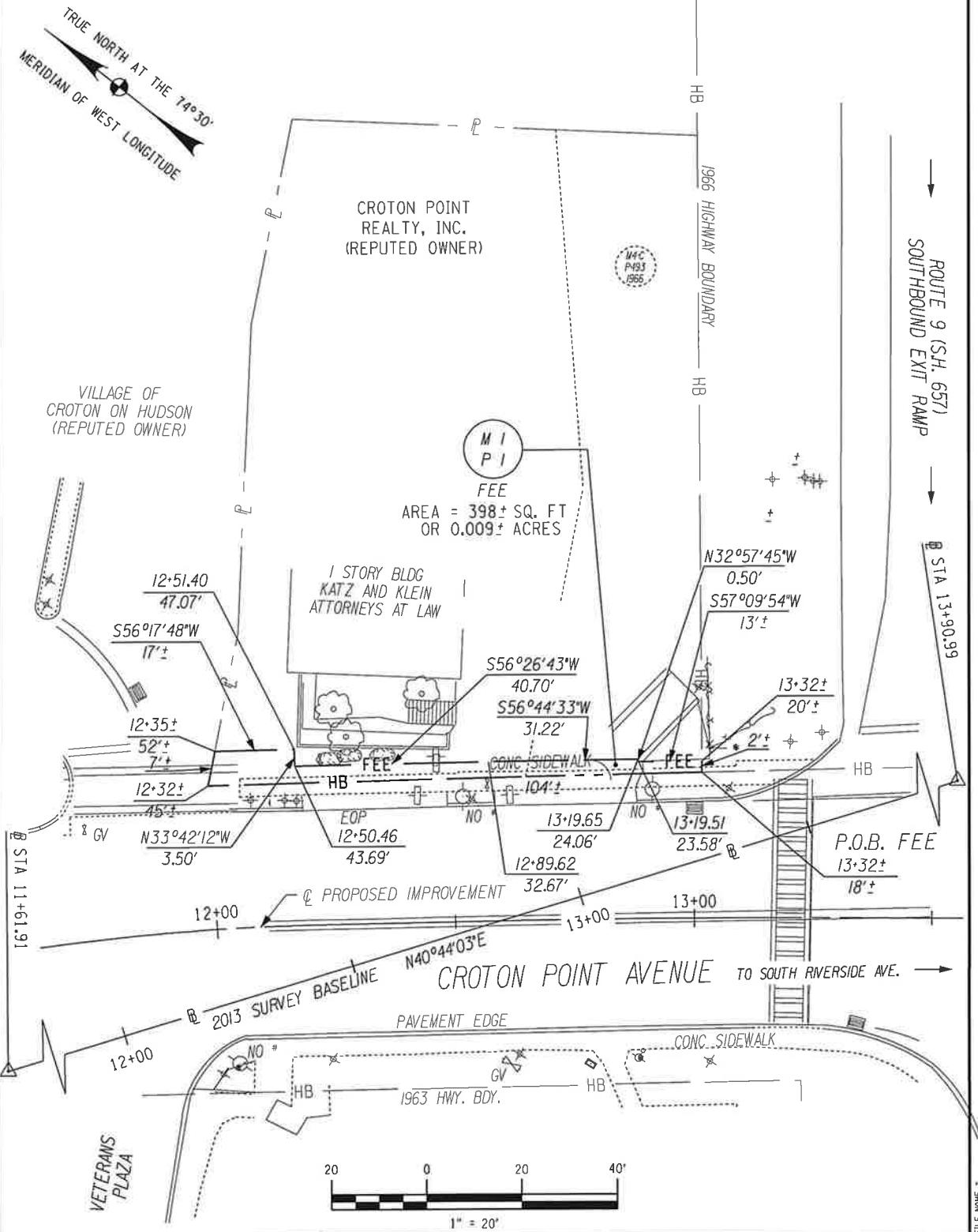
TRN: BY MAP NUMBER

## PARCEL SUMMARY:

Type: P# 1 : FEE  
Portion of 2012 Tax  
Map Ref. No. 79.17-1-4  
Village of Croton On Hudson  
Town of Cortlandt  
County of Westchester  
State of New York

## Parcel Locator Points:

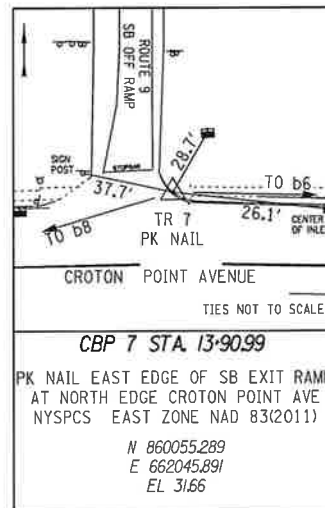
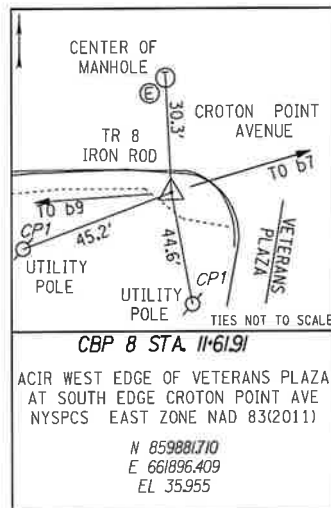
Parcel No:  
N: 860021.85  
E: 661993.99



CROTON ON HUDSON  
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VILLAGE OF CROTON-ON-HUDSON  
ACQUISITION MAP  
PIN 8780.41

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



All that piece or parcel of property designated as Parcel No. 1, situate in the Village of Croton-on-Hudson, County of Westchester, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of Croton Point Avenue, an existing City Street, at its intersection with the westerly highway boundary of Route 9 (S.H.657) an existing state highway, said point being 18± feet distant northwesterly measured at right angles from Station 13+32± of the hereinafter described survey baseline for the proposed improvement of Croton Point Avenue, thence northeasterly along said westerly highway boundary a distance of 2± feet to a point, said point being 20± feet distant northwesterly measured at right angles from Station 13+32± of said baseline, thence through the lands of Croton Point Realty, Inc. (Reputed Owner), the following (6) six courses and distances; (1) South 57°09'54" West, a distance 13± feet to a point, said point being 23.58 feet distant northwesterly measured at right angles from station 13+19.51 of said baseline; (2) North 32°57'45" West, a distance 0.50 feet to a point, said point being 24.06 feet distant northwesterly measured at right angles from station 13+19.65 of said baseline; (3) South 56°44'33" West, a distance of 31.22 feet to a point, said point being 32.67 feet distant northwesterly measured at right angles from station 12+89.62 of said baseline; (4) South 56°26'43" West, a distance 40.70 feet to a point, said point being 43.69 feet distant northwesterly measured at right angles from station 12+50.46 of said baseline; (5) North 33°42'12" West, a distance of 3.50 feet to a point, said point being 47.07 feet distant northwesterly measured at right angles from station 12+51.40 of said baseline; and (6) South 56°17'48" West, a distance of 17± feet to a point on the property division line between the lands of the Village of Croton on Hudson (Reputed Owner) on the north, and the lands of Croton Point Realty, Inc. (Reputed Owner) on the south, said point being, 52± feet distant northwesterly measured at right angles from station 12+35± of said baseline; thence southerly along said property division line a distance of 7± feet to a point on the first mentioned northerly boundary of Croton Point Avenue, said point being 45± feet distant northwesterly measured at right angles from station 12+32± of said baseline; thence southeasterly along said northerly city street boundary a distance of 104± feet to the point of beginning, being 398± square feet, more or less.

The above mentioned baseline is a portion of the Survey Baseline for the proposed reconstruction of a portion of Croton Point Avenue, as shown on a map and plan on the file at the Village of Croton-on-Hudson Department of Public Works and described as follows;

Beginning at Station 11+61.91; thence North 40°44'03" East to Station 13+90.99.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

MAP OF LANDS OF  
Croton Point Realty, Inc.  
TO BE ACQUIRED BY  
THE VILLAGE OF CROTON ON HUDSON

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

Date Dec 28 2018

Janine King  
Janine King  
Village Manager  
Village of Croton on Hudson



"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 was prepared in accordance with current NYSDOT policies, standards and procedures.

Date AUGUST, 9TH 2018

John E. Quinn, Jr.  
John E. Quinn, Jr., Land Surveyor  
P.L.S. License No. 50269  
CHA Consulting, Inc

# Exhibit A

CROTON ON HUDSON  
PARKING, PEDESTRIAN AND  
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VILLAGE OF CROTON-ON-HUDSON  
ACQUISITION MAP  
PIN 8780.41

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

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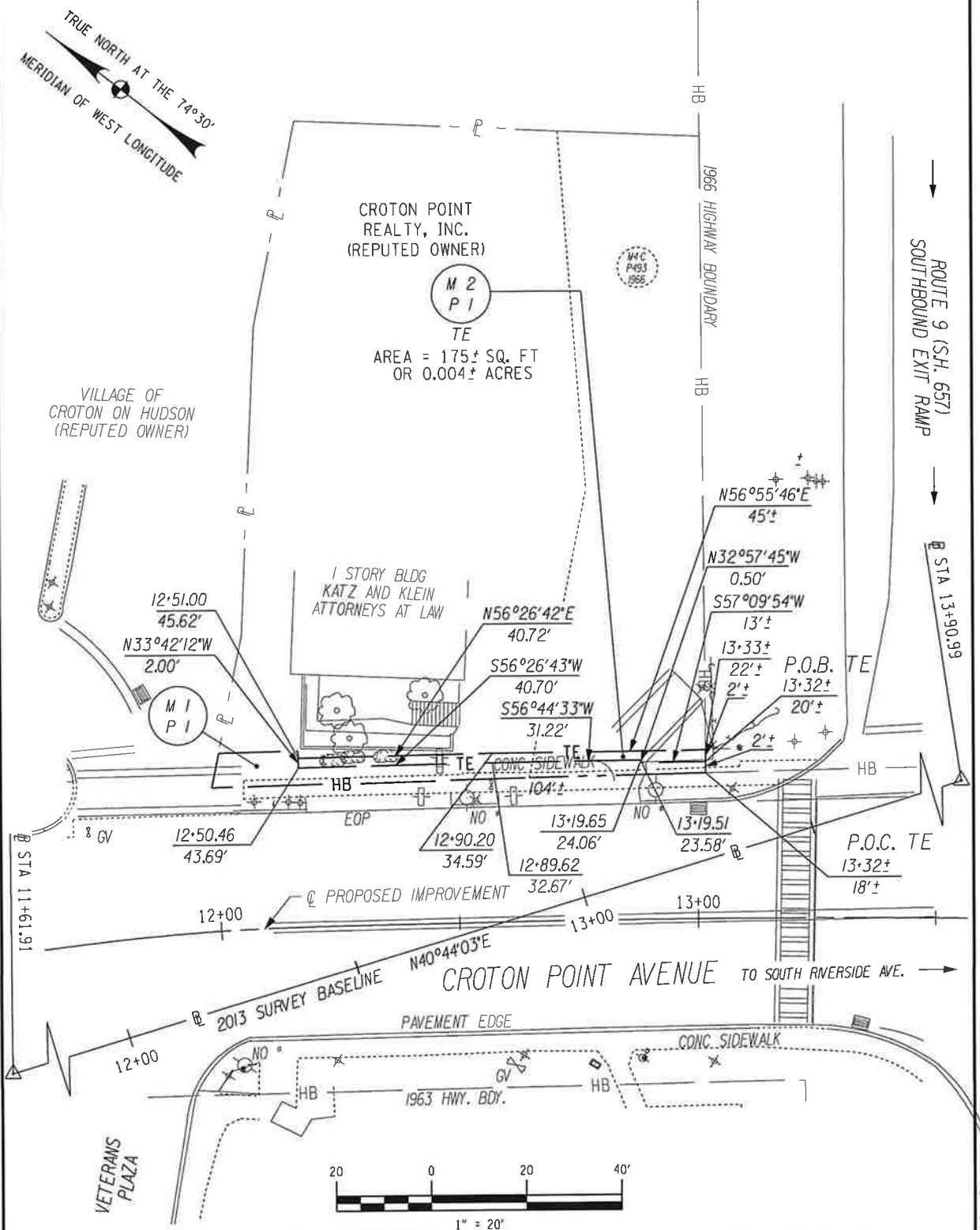
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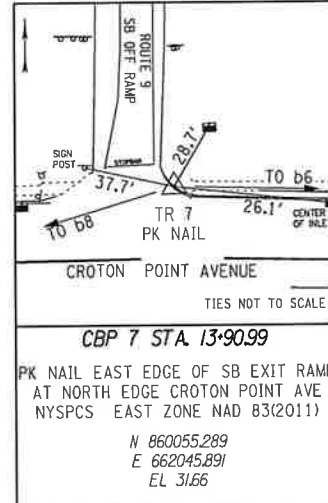
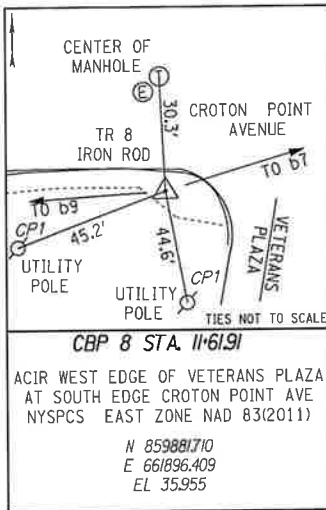
Parcel No:  
N: 860023.83  
E: 661992.72



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**VILLAGE OF CROTON-ON-HUDSON  
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PIN 8780.41**

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



**TEMPORARY EASEMENT FOR IMPROVEMENTS**

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area and grading in connection with the construction or reconstruction of the highway and appurtenances for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes, and released by the Village Manager or other authorized representative acting for the People of the Village of Croton on Hudson, or its assigns, Such easement shall be exercised in and to all that piece or parcel or property hereinafter designated as Parcel No. 1, situate in the Village of Croton on Hudson, County of Westchester, State of New York, as shown on the accompanying map and described as follows:

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