

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Watervliet Shaker Road Intersection Improvement Project **PIN:** na **Map No(s):** 01 **Parcel(s):**01

This Agreement by and between **DECHANTAL HOLDINGS, LLC** and hereinafter referred to as “Seller”, and **ALBANY COUNTY DPW** 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 3424± square feet of real property
- ☐ *a permanent easement* to ± square feet of real property
- ☐ *a temporary easement* to ± square feet of real property

Located at 1033 Watervliet Shaker Road, Town of Colonie, Albany County, New York, further described as:

Being a portion of those same lands described in that Instrument #R2021-33781 deed dated 11/1/2021, and recorded 11/5/2021 in Instrument #R2021-33781 in the Office of the County Clerk for Albany County, New York (re: Tax Map No. 17.04-4-18), and being the same lands designated as parcel(s) 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: Lawn, asphalt, curb, trees ,sprinkler system
- 3. **PURCHASE PRICE.** The total purchase price is **TWENTY EIGHT THOUSAND, THREE HUNDRED AND 00/100 DOLLARS (\$28,300)**. 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 **Albany** County Clerk’s Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. **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 [] Other _____

IN WITNESS WHEREOF, on this _____ day of _____, 20____, the parties have entered into this Agreement.

Witness: _____

DeChantal Holdings, LLC

Witness: _____

ALBANY COUNTY DPW

Witness: _____

By: _____
Print Name:
Title:
Date: _____, 20____