

**CONTRACT FOR SALE
OF
REAL PROPERTY**

PARTIES TO AGREEMENT

John Coffey , residing at 1716 Schoharie Turnpike, Catskill, New York 12414, hereinafter referred to as Seller; and

County of Albany a Municipal Subdivision of the State of New York with offices at 112 State Street, Albany, New York 12207, hereinafter referred to as Purchaser.

AGREEMENT

The Seller agrees to sell all of the Seller's interests in, and the Purchaser agrees to purchase the Seller's interest in the real property more particularly described on the SCHEDULE "A" attached hereto, upon all of the terms and conditions herein.

DESCRIPTION OF PROPERTY

The property being sold and purchased is a one-family residence located at: 60 Trinity Lane, in the Town of Coeymans, County of Albany, State of New York, more particularly described in SCHEDULE "A" attached; Tax Map No. 129.-2-21.

PROPERTY INCLUDED IN SALE

Plumbing, pumps, heating fixtures and light fixtures, electrical systems, storm windows and screens, built in bathroom and kitchen cabinets, if now in or on said premises are represented to be owned by the Seller and are free and clear of all liens and encumbrances and are included in the sale. Specifically included in the sale: N/A

DEED

The Seller shall convey the premises to the Purchaser by a Bargain & Sale Deed (with covenant against grantor's acts) in proper form for recording. The said Deed shall be prepared, duly signed and acknowledged by the Seller, and shall have attached thereto any transfer tax stamps in the proper amount, all at the Seller's expense, so as to convey to the Purchaser the fee simple of the premises free and clear of all liens and encumbrances, except as otherwise stated herein.

The deed shall convey the property subject, however, to covenants, easements, restrictions, and agreements of record which are not disclosed in SCHEDULE "A"

annexed hereto providing that the same do not render the title unmarketable, and/or substantially impair the actual or intended use of the property.

EXISTING CONDITIONS & LIENS

The Seller shall convey the premises subject to:

(a) LIENS

The premises are being sold free and clear of any and all liens of any nature and description, except those expressly herein set forth.

(b) EXISTING LAW

Any and all zoning and environmental protection laws.

(c) ASSESSMENTS

Any unpaid installments of street, water or sewer and improvement assessments payable after the date of transfer of title to the premises.

(d) FACTS & SURVEY

Any state of facts which an inspection may show or an accurate survey may show providing that the same does not render the title to the property unmarketable or uninsurable.

(e) LOCAL LAW

All building, zoning or related ordinances or regulations of any governmental authority having competent jurisdiction over the property, providing the property as presently used is not in violation thereof, and if in violation thereof, the same is not saved or preserved by the benefit of any "grandfather" provision benefiting the use or construction.

PURCHASE PRICE

The purchase price shall be as follows:

PURCHASE PRICE	92,000.00
CONTRACT DEPOSIT	9,200.00
CASH AT CLOSING	82,800.00
TOTAL PURCHASE PRICE	92,000.00

DOWN PAYMENT

The down payment herein to the extent of **\$9,200.00** shall be held in escrow in a non-interest bearing account by the attorney for the Seller, Deily & Schaefer, Attorneys, as Escrow Agent for Seller, in The Bank of Greene County at Main and Church Streets, Catskill, New York, until closing of title, or until this contract is otherwise rendered null and void pursuant to its terms, and thereafter shall be disbursed to Seller or Purchaser, as the case may be. Seller's attorney shall receive no payment for handling such amount and shall not be liable for such handling except in the case of gross negligence or willful disregard of the provisions of this contract.

AS IS CONDITION

The Purchaser is purchasing the property in **"AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**

The Purchaser acknowledges, for himself and his successors, heirs and assignees, that Purchaser has been given a reasonable opportunity to inspect and investigate the property and all improvements therein, either independently or through agents of Purchaser's choosing, and that, in purchasing the property, Purchaser is not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, foundation, environmental condition or status, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or that the property or improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, code or ordinances.

The closing of this transaction shall constitute an acknowledgment by Purchaser that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION.**

The Purchaser further understands that neither Seller nor Seller's agent warrants the square footage of the property, and Seller suggests that if the square footage is of material importance, Purchaser is to measure the property.

CLOSING

The transfer shall occur on or about **November 6, 2020**, and will be held at the law offices of **DEILY & SCHAEFER**, One Bridge Street, Catskill, New York,, or at such other place as agreed to by the parties.

ADDITIONAL DOCUMENTS, ETC.

In connection with the transactions contemplated by this Agreement, the parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.

APPORTIONMENTS

The following are to be apportioned as of midnight of the day before the date of closing: (a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; and (b) fuel oil and/or propane, if any.

If the closing shall occur before a new bill is issued, the apportionment of taxes shall be upon the basis of the old tax bill for the preceding period applied to the latest assessed valuation.

The Seller and the Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of closing shall be corrected, and this provision shall survive the closing of title and the delivery of the deed.

PURCHASER'S LIEN

All sums paid on account of this agreement and the reasonable expense of examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this agreement.

LIMITATION OF LIABILITY

If the Seller is unable to transfer title to the Purchaser in accordance with this agreement, the Seller's sole liability shall be to refund all money paid on account of this agreement and the Purchaser's cost of having the title examination made. Upon such refund and payment, this agreement shall be considered cancelled, and neither the Seller nor the Purchaser shall have any further rights against the other.

FIRE AND CASUALTY LOSSES

The Purchaser and the Seller agree that Section 5-1311 of the General Obligations Law of the State of New York shall apply to this agreement.

CONDITION OF PROPERTY

The Purchaser has inspected and examined the premises and is thoroughly acquainted with their condition and waives the right to receive a credit of \$500.00 in

lieu of the Real Property Condition Report. The Seller has not made and does not make any representations as to the condition of the premises and the Purchaser agrees to take the same "as is".

Purchaser shall also have the right to inspect the subject premises within forty-eight hours prior to closing to insure compliance with the terms of this contract.

SELLER'S PERFORMANCE

It is agreed that, by the delivery and acceptance of the deed at the closing of title, the liabilities and responsibilities of the Seller shall be deemed to have been fully complied with and all of the Seller's covenants under this agreement to have been fully performed, except only as to those provisions which are expressly represented to survive the closing of title.

ENFORCEABLE AGREEMENT

The Contract shall be considered only as an offer to Purchaser and shall not be enforceable against the Seller until the same and all of its terms and conditions are approved by Seller and this Contract executed and delivered by and on behalf of Seller.

MODIFICATIONS and CHANGES

Neither this agreement nor any provision hereof shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification change or discharge or termination is sought.

TITLES, SINGULAR/PLURAL

The titles of the articles herein are for convenience of reference and shall not be deemed to modify or affect the interpretation of this agreement. Wherever the sense of this agreement shall require, the words "Purchaser" and "Seller" shall be considered as plural.

PARTIES BOUND, POSSESSION

This agreement shall also apply to and bind the distributees, heirs, executors, administrations, successors and assigns of the respective parties. The Purchaser shall have possession upon closing of title.

ENTIRE AGREEMENT

This contract contains all of the agreements hereto. There are no other promises, terms, conditions, warranties, representations or statements made by either party to the

other and each party represents to the other that he or she is not relying upon any such promise, term, condition, warranty, representation of statement in executing this agreement. This agreement shall bind and shall apply to the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

DEFINITIONS

Whenever gender, number or other consideration require that "Sellers" be construed as "Seller" or "Purchasers" as "Purchaser", this contract shall be interpreted whenever the sense so requires.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2020.

COUNTY OF ALBANY

Seller - John Coffey

BY _____
Purchaser -

SCHEDULE "A"

All that tract or parcel of land situate in the Town of Coeymans, Albany County, New York bounded on the north by lands now or formerly of Walter McCullouch; on the east by Lawson's Lake; on the south by the lands now or formerly of Quintus Shaller; and on the west by lands now or formerly of G.L. Leggett, which premises appeared on the assessment roll for the Town of Coeymans for the year 1885 assessed to John Rowe heirs, and being the same premises described in a deed from Frank Campbell, Comptroller of the State of New York, to Solomon C. Rowe, dated January 18, 1893, and recorded in the Albany County Clerk's Office in Book 444 of Deeds at page 342.

Subject to all enforceable covenants, conditions, easements, and restrictions of record.

Subject to any state of facts which an accurate survey and/or personal inspection of the premises would disclose.

Being the same premises conveyed to Linda E. Lawton, by Warranty Deed from Daniel W. Tidd as Trustee of the Eunice A. Lawton Irrevocable Intervivos Trust, dated January 28, 2008, and recorded in the Albany County Clerk's Office on January 29, 2008, in Liber 2910 of Deeds at page 5.