

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

AUTHORIZING RESOLUTION

(Transfer of .18 Acres of Property in Kingston to Richard P. Boice)

At a meeting of the Board of Directors of Ulster County Economic Development Alliance, Inc., a Local Development Corporation (the "Corporation"), convened on May 7, 2019, at 4:00 p.m.

RESOLUTION OF THE ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC. AUTHORIZING THE CHAIRMAN OF THE BOARD OF DIRECTORS OF THE CORPORATION TO EXECUTE A PURCHASE AND SALE AGREEMENT AND THE CLOSING DOCUMENTS NECESSARY TO CONVEY PROPERTY TO RICHARD P. BOICE

WHEREAS, pursuant to Resolution Number 509 of 2018, (herein, the "County Authorizing Resolution"), the Ulster County Legislature authorized (i) the undertaking of a certain Disposition, as defined within the County Authorizing Resolution and more particularly described herein (collectively, the "Disposition") of a fee interest to the Corporation of a certain parcel of land, along with the buildings and improvements located thereon, as defined herein; and

WHEREAS, after the Disposition, the Corporation became the owner of the land (the "Land") and the improvements located thereon (the "Improvements"), located on O'Neil Street, in the City of Kingston, Ulster County, State of New York, which is a portion of a property identified by tax identification number 48.80-1-31.110. The Land is more particularly described on Exhibit "A" attached hereto and made a part hereof. The Land and the Improvements are hereinafter collectively referred to as the "Premises"; and

WHEREAS, the Purchaser currently owns the property adjacent to the Premises and improvements on that property encroach upon the Premises; and

WHEREAS, the Seller now desires to sell the Premises to the Purchaser; and the Purchaser desires to acquire the Premises from the Seller,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION, AS FOLLOWS:

1. That the form, terms and provisions of the Purchase and Sale Agreement, proposed to be entered into between the Corporation and Richard P. Boice, regarding the property located on O'Neil Street, in the City of Kingston, Ulster County, State of New York, which is a portion of a parcel identified by tax identification number 48.80-1-31.110, in substantially the form attached hereto as Exhibit "B", be, and they hereby are, in all respects approved, with such additions thereto or deletions therefrom as the as the officer or officers executing the agreement shall, in his/her or their sole discretion, determine to be necessary, proper and advisable, such determination to be evidenced conclusively by the execution and delivery thereof.

2. That the form, terms and provisions of the deed proposed to be entered into between the Corporation and Richard P. Boice, regarding the property located on O'Neil Street, in the City of Kingston, Ulster County, State of New York, which is a portion of a parcel identified by tax identification number 48.80-1-31.110, in substantially the form attached hereto as Exhibit "C", be, and they hereby are, in all respects approved, with such additions thereto or

deletions therefrom as the as the officer or officers executing the agreement shall, in his/her or their sole discretion, determine to be necessary, proper and advisable, such determination to be evidenced conclusively by the execution and delivery thereof.

3. That the Chairman of the Board be hereby authorized to execute the deed and all other closing documents necessary to transfer the property located on O'Neil Street, in the City of Kingston, Ulster County, State of New York, which is a portion of a parcel identified by tax identification number 48.80-1-31.110, from the Corporation to Richard P. Boice, under the terms laid out in the Purchase and Sale Agreement.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	YEA	NAY	ABSENT	ABSTAIN
Julie Cohen Lonstein	[]	[]	[]	[]
Kenneth Crannell	[]	[]	[]	[]
Burton Gulnick	[]	[]	[]	[]
Brian Waltman	[]	[]	[]	[]
Lynn Archer	[]	[]	[]	[]
Lisa Burger	[]	[]	[]	[]
Ward Todd	[]	[]	[]	[]

STATE OF NEW YORK)
) SS.:
COUNTY OF ULSTER)

That I have compared the annexed extract of minutes of the meeting of the Ulster County Economic Development Alliance Inc. (the "Corporation"), including the resolution contained therein, held on _____, 2019, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this day of , 2019.

Secretary

[SEAL]

EXHIBIT "A"

All that certain lot, piece or parcel of land situate, lying and being in the City of Kingston, County of Ulster and State of New York, being designated as Parcel A on that certain map entitled "Final Map of Lot Line Revision Between Lands of Ulster County and Lands of Richard P. & Helen D. Boice" filed on April 24, 2019, in the Office of the Clerk of Ulster County as Map No. 1986, and which is more accurately bounded and described as follows:

Tax Map SBL 48.80-1-31.110, portion of

BEGINNING at a point on the easterly bounds of a city street know as O'Neil Street, said point being on the westerly bounds of lands now or formerly of Richard P. & Helen D. Boice as described in Liber 4402 of deeds at page 279,

thence running along said lands and along the lot line to be removed, the following four courses and distances:

1. South 71°35'07" East 94.12 feet to a point
2. South 80°04'29" East 77.36 feet to a point
3. North 39°49'59" East 8.40 feet to a point and
4. South 73°02'16" East 110.28 feet to a point on the westerly bounds of lands now or formerly of Donna Spada as described in Liber 4710 of deeds at page 297,

thence running along said lands South 19°39'26" West 29.72 feet to a point of the northerly bounds of lands now or formerly of The County of Ulster as described in Liber 1414 of deeds at page 933

thence running along said lands and along the proposed new lot line the following two courses and distances:

1. North 76°32'30" West 146.81 feet and
2. North 73°04'49" West 146.23 feet to a point the easterly bounds of aforementioned O'Neil Street

thence continuing along said street bounds North 39°07'39" East 25.85 feet to the point and place of beginning

CONTAINING eighteen hundredths (0.18) acres.

SUBJECT to all legally enforceable covenants, easements, restrictions, conditions and agreements of record.

SUBJECT to any right, title and interest the public and the County of Ulster may have in and to that portion of O'Neil Street.

EXHIBIT “B”

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

TO

RICHARD P. BOICE

PURCHASE AND SALE AGREEMENT

Dated as of _____, 2019

**A 0.18 acre portion of the property identified as SBL No. 48.80-1-31.110,
located at O’Neil Street, in the City of Kingston, Ulster County, State of New York**

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into as of the ____ day of _____, 2019 (the "Effective Date"), by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston New York 12401 (herein after referred to as the "Seller" or the "Corporation"), and **RICHARD P. BOICE**, having an address at 10 Thruview Farm Road, Lake Katrine, New York 12449 (the "Purchaser").

RECITALS:

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law of the State of New York, the Corporation was established as a not-for-profit local development corporation pursuant to the filing of a Certificate of Incorporation with the New York Secretary of State; and

WHEREAS, pursuant to Resolution Number 509 of 2018, (herein, the "County Authorizing Resolution"), the Ulster County Legislature authorized (i) the undertaking of a certain Disposition, as defined within the County Authorizing Resolution and more particularly described herein (collectively, the "Disposition") of a fee and/or leasehold interest to the Corporation of a certain parcel of land, along with the buildings and improvements located thereon, as defined herein; and

WHEREAS, after the Disposition, the Corporation became the owner of the land (the "Land") and the improvements located thereon (the "Improvements"), located on O'Neil Street, in the City of Kingston, Ulster County, State of New York, which is a portion of a property identified by tax identification number 48.80-1-31.110. The Land is more particularly described on Exhibit "A" attached hereto and made a part hereof. The Land and the Improvements are hereinafter collectively referred to as the "Premises"; and

WHEREAS, the Purchaser currently owns the property adjacent to the Premises and improvements on that property encroach upon the Premises; and

WHEREAS, the Seller now desires to sell the Premises to the Purchaser; and the Purchaser desires to acquire the Premises from the Seller on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

SALE AND PURCHASE

1.1 SALE AND PURCHASE. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy and accept from Seller, subject to the terms, covenants, conditions and provisions hereinafter set forth, the following:

(a) the Premises, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, open or proposed, abutting said parcel;

(b) all right, title, and interest, if any, of Seller, reversionary or otherwise, in and to all easements in or upon the Land and all other rights of way, licenses, privileges, appurtenances and water, mineral and air rights, if any;

(c) all right, title, and interest, if any, of Seller in and to any and all transferable licenses, permits, certificates, approvals, authorizations, variances, and consents issued or granted by government or quasi-government bodies, officers, or authorities with respect to the ownership of the Premises;

(d) Seller's interest in all plans, specifications, drawings, reports, studies, and other similar matters, relating to the Premises and in the possession of the Seller, but only to the extent assignable (the "Plans").

The items described in (a) through (d) of this Section 1.1 are hereinafter collectively referred to as the "Property".

1.2 PURCHASE PRICE. The purchase price to be paid by Purchaser to Seller for the sale and conveyance of the Premises and the Property is **Nineteen Thousand One Hundred and 00/100 Dollars (\$19,100.00)**, which is payable to Seller at the closing of the transaction contemplated hereby (the "Closing") by wire transfer of immediately available funds.

1.3 EARNEST MONEY DEPOSIT. It is a condition precedent to the effectiveness of this Agreement that upon the execution of this Agreement by the Purchaser, Purchaser shall deposit with the Ulster County Commissioner of Finance (the "Escrow Agent"), by delivery of a cashier's check or wire transfer of immediately available federal funds in the amount of **Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00)** (the "Deposit"). If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Deposit shall be credited against the Purchase Price at Closing.

1.4 REAL ESTATE AND OTHER TAXES. Purchaser acknowledges that the Premises is currently wholly exempt from real property taxes (Roll Section 8) and that upon transfer of title to the Purchaser at the Closing Date, the taxable status of the Premises conveyed shall be determined in accordance with Section 520 of the New York Real Property Tax Law ("RPTL"). Purchaser further acknowledges that a pro rata tax may be assessed by the applicable assessor as of the Closing Date pursuant to Section 520 of RPTL and that the Purchaser shall be responsible for all real estate

taxes assessed against the Premises as of and after the Closing. Nothing herein shall be construed to limit the provisions of section 2.1(f) herein.

ARTICLE II

TEMPORARY EASEMENT

2.1 TEMPORARY EASEMENT. The Purchaser acknowledges that following the Closing:

(a) The County of Ulster shall retain a temporary non-exclusive easement on, over, and across the Property (the "Easement");

(b) The Easement is retained to permit the County and its contractors, consultants, subcontractors, sub-consultants, materialmen, suppliers, and workers to build and maintain a fence between the Property and the adjacent lands owned by the County;

(c) The temporary easement shall be for a term commencing on April __, 2019 and expiring three years thereafter (the "Expiration Date");

(d) Upon the Expiration Date, the Easement shall terminate and be of no further force or effect without the necessity for further action by the parties.

This Article shall survive the Closing.

ARTICLE III

SURVEY AND TITLE

3.1 SURVEY. Purchaser has in its possession and shall deliver to Seller within ten (10) business days of the Effective Date of this Agreement a survey of the Land dated _____ prepared by a licensed surveyor showing the location of all easements or encroachments, if any, affecting the Land.

3.2 TITLE. Conveyance of the Premises shall be made by a good and sufficient form Quitclaim Deed, with covenants against grantor's acts ("Deed"), conveying good and marketable title subject to the following Permitted Encumbrances:

(a) Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners, and the

like, if any, on, under or above any street or highway, the Property or any adjoining property.

(c) The state of facts shown on that certain survey made Brooks and Brooks Land Surveyors, P.C. dated [DATE] ("**Seller's Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) All covenants, restrictions and rights, and all easements and agreements for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property.

(e) Variations between tax lot lines and lines of record title.

(f) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

(g) Consents by Seller or any former owner for the erection and maintenance of any structures on, under, or above any streets or roads on which the Property may abut.

(h) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) which will be extinguished upon the transfer of the Property.

(i) Any exceptions disclosed on Schedule B of the Title Commitment which are the responsibility of any tenant under the Leases to cure, correct, and remove of record.

(j) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company.

(k) Such other matters as any reputable title insurer licensed to do business in New York State shall be willing, without special premium, to omit as exceptions to title insurance coverage.

(l) The Temporary Easement set forth in Article II of this Agreement.

Good and marketable title shall be defined as: marketable title in fee simple, insurable by a title insurance company licensed to do business in the State of New York, at standard rates and subject to standard conditions and exceptions, provided however that there shall be no exception concerning parties in possession, mechanic's liens and other improvement liens; provided, however, that Purchaser shall have received a survey acceptable to Purchaser and Purchaser's title insurance company. The Deed shall be prepared by Seller, duly signed by the Seller, signature(s) acknowledged and with any New York State transfer tax paid by the Seller. The cost of title insurance and a survey shall be borne by Purchaser. Acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed on the part of the Seller except as otherwise provided in this Agreement.

All other tangible and intangible property rights, to the extent such rights are assignable, if any, constituting the Property shall be assigned to and assumed by Purchaser at the Closing (hereinafter defined). Conveyance of these items shall be made by commercially reasonable bills of sale and/or assignment and assumption agreements, and shall include the consent of third parties if required to effectuate the assignment.

ARTICLE IV

"AS-IS" CONDITION

4.1 PREMISES CONVEYED "AS-IS". Except for the express representations and warranties of Seller set forth herein, Purchaser is acquiring the Premises "AS-IS," without any covenant, representation or warranty of any nature whatsoever, express or implied, and Purchaser is relying solely on Purchaser's own investigation of the Premises.

ARTICLE V

INSPECTION

5.1 INSPECTION. Seller shall permit Purchaser and its authorized agents and representatives to enter upon the Premises at all reasonable times during normal business hours to inspect and conduct reasonable tests which are approved by Seller. Such entry and inspections may be conducted only during the period commencing on the Effective Date and ending at 5:00 p.m., New York time on the date that is Ninety (90) days following the Effective Date (the "Inspection Period"). Purchaser shall notify Seller, in writing, of its intention, or the intention of its agents or representatives, to enter the Premises at least forty-eight (48) hours prior to such intended entry, and obtain Seller's prior written request to any tests to be conducted thereon. At Seller's option, Seller may be present for any inspections or tests. All testing shall be at Purchaser's sole expense and shall be accomplished without unreasonably interfering with Seller's use and occupancy of the Premises. After such access, Purchaser agrees to return the Premises to substantially the same condition as prior to said access. In connection therewith, Purchaser shall indemnify and hold Seller harmless from any and all matters, actions, claims or proceedings asserted against Seller arising in or out of injury to person or property in connection with any such due diligence inspection of the Premises as provided herein, including reasonable attorney's fees.

5.2 DOCUMENT REVIEW. In addition to the documents listed above in, Section 3.1 and 3.2, Seller shall within ten (10) business days after the Effective Date, deliver to Purchaser the following, if in the possession of Seller (collectively, the "Documents"):

- (i) copies of any Plans;
- (ii) copies of all service contracts, if any; and
- (iii) copies of all permits, if any, in Seller's possession.

5.3 RETURN OF DOCUMENTS. Purchaser shall return all of the Documents, any and all copies Purchaser has made of the Documents, and all copies of any studies, reports, or test results obtained by Purchaser (and actually paid for by Seller) in connection with its inspection of the Premises (collectively, the "Purchaser's Information") on the earlier to occur of (i) such time as Purchaser determines that it shall not acquire the Premises, or (ii) such time as this Agreement is terminated for any reason.

5.4 NO REPRESENTATION OR WARRANTY BY SELLER. Purchaser hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the truth, accuracy, or completeness of the Documents or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy, or completeness of the Documents and is providing the Documents solely as an accommodation to Purchaser. Seller expressly disclaims and Purchaser waives any and all liability for representations or warranties, express or implied, statements of fact, and other matters contained in the Documents, or for any omissions from the Documents, or in any other written or oral communications transmitted or made available to Purchaser. Purchaser shall rely solely upon its own investigation with respect to the Premises, including, without limitation, the Premises physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.

5.5 INSPECTION OBLIGATIONS AND RESPONSIBILITIES OF PURCHASER. In conducting any inspections, investigations, examinations, or tests of the Premises, Purchaser and its agents and representatives shall:

- (i) not damage any part of the Premises or any personal property;
- (ii) maintain commercial general liability (occurrence basis) insurance in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its agents and its representatives on the Premises;
- (iii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Premises;
- (iv) not permit any liens to attach to the Premises;
- (v) fully restore the Land and the Improvements to the condition in which the same was found before any such inspections or tests were undertaken;
- (vi) not reveal or disclose any information obtained during the Inspection Period concerning the Premises and the Documents to anyone outside Purchaser's organization, except with the confidentiality standards set forth in Section hereof; and
- (vii) deliver to Seller a copy of all Purchaser's information.

5.6 PURCHASER'S AGREEMENT TO INDEMNIFY. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, CAUSES OF ACTION, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF PURCHASER'S INSPECTIONS OR TESTS OR ANY VIOLATION OF THE PROVISIONS OF THIS SECTION 5.6. THIS INDEMNITY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

5.7 RIGHT OF TERMINATION. If, during the Inspection Period, Purchaser shall, for any reason, in Purchaser's sole discretion, judgment, and opinion, be dissatisfied with any aspect of the Premises or any item examined by Purchaser pursuant to this Agreement, Purchaser shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to Seller on or before the Inspection Period Expiration Date, whereupon all of the provisions of this Agreement (except Sections 5.5 and 5.6 hereof) shall terminate. Upon such termination, neither Seller nor Purchaser shall have any further obligation or liability to the other hereunder, except as provided in Sections 5.5 and 5.6 of Article IV hereof, and upon Purchaser's delivery to Seller of the Documents and Purchaser's Information, the Deposit shall be returned to Purchaser.

5.8 COSTS. Other than as expressly set forth herein, the following third-party costs relating to the sale and settlement of the Premises shall be the sole obligation of the Purchaser: recording the deed and/or assignments, any and all transfer tax associated with the transfer, all searches, survey updates, all title company settlement charges, closing expenses, legal expenses of the Purchaser, settlement fees, Purchaser's environmental investigations, title search fees, insurance fees, and any and all other costs of Purchaser associated with the transaction contemplated by this Agreement. Purchaser shall also be responsible for reimbursing the Seller for the cost of the appraisal of the Premises conducted by Hudson Valley Appraisal (\$2,200.00). Such reimbursement shall be provided at closing. Seller shall be responsible for its own attorneys' and professional fees and expenses.

ARTICLE VI

CONDITIONS PRECEDENT, DEFAULT AND TERMINATION

6.1 PURCHASER'S CONDITIONS PRECEDENT TO CLOSING. The obligation of Purchaser to purchase the Premises, and close the transaction contemplated hereby is subject to satisfaction of each of the following conditions precedent, the satisfaction of which shall be determined solely by Purchaser in the exercise of its reasonable judgment (unless a different standard is stated). Any of these conditions precedent may be waived in Purchaser's sole discretion.

- (i) **CLOSING DELIVERIES.** Seller shall have delivered at the Closing all documents required from Seller under this Agreement.
- (ii) **REPRESENTATIONS AND WARRANTIES.** All of the representations and warranties of Seller set forth herein shall be true in all material respects as of the Closing Date.

6.2 SELLER'S CONDITIONS PRECEDENT TO CLOSING. The obligation of Seller to sell the Premises and close the transaction contemplated hereby is subject to satisfaction of each of the following conditions precedent, the satisfaction of which shall be determined solely by Seller in the exercise of its reasonable judgment (unless a different standard is stated). Any of these conditions precedent may be waived by Seller in Seller's sole discretion.

- (i) REPRESENTATIONS AND WARRANTIES. All of the representations and warranties of Purchaser set forth herein shall be true in all material respects as of the Closing Date.
- (ii) CLOSING DELIVERIES. Purchaser shall have paid the Purchase Price as provided in Section 1.2 and shall have delivered at Closing all documents required from Purchaser under this Agreement.

6.3 PURCHASER'S RIGHTS AND REMEDIES IN EVENT OF NON-SATISFACTION OF CONDITIONS PRECEDENT. If Purchaser, in its reasonable discretion, determines that any of the conditions precedent set forth in Section 6.1 shall be unsatisfied by the date stated or, if no date is stated, the Closing Date, Purchaser may, at its option, elect either (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall forthwith be returned to Purchaser and thereupon this Agreement shall be terminated and of no further force or effect, or (ii) to waive the condition precedent.

6.4 PURCHASER'S REMEDIES. The obligation of Purchaser to close the transaction contemplated hereby is, at Purchaser's option, further subject to all representations of Seller contained in this Agreement being true and correct in all material respects on and as of the Effective Date and the Closing Date and all obligations of Seller to have been performed on or before the Closing Date having been timely and duly performed. Upon default by Seller in its obligation to convey the Premises, Purchaser may, by notice to Seller, elect either (i) to terminate this Agreement, or (ii) to seek specific performance of Seller's obligation to convey the Premises. If this Agreement is terminated by Purchaser pursuant to this Section 6.4, the Deposit shall be returned to Purchaser and thereupon this Agreement shall be terminated. The failure of a condition precedent caused by the action or inaction of a third party not in the control of Seller shall not be deemed a default by Seller in the fulfillment of an obligation. IN NO EVENT SHALL SELLER, ITS DIRECT OR INDIRECT PARTNERS, MEMBER OR MEMBERS OWNERS, OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE, ATTORNEY, OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF, HAVE ANY LIABILITY BEYOND ITS INTEREST IN THE PROPERTY, FOR ANY CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY, OR OTHERWISE (COLLECTIVELY, THE "CLAIMS"), AND PURCHASER HEREBY WAIVES THE CLAIMS.

6.5 SELLER'S REMEDIES. Other than the matters provided in Sections 5.5, 5.6 and Section 8.1 hereof, in the event Purchaser fails to perform any of its obligations pursuant to this Agreement for any reason except failure by Seller to perform hereunder, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and recover the Deposit as liquidated

damages and not as penalty in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that the Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Deposit is a fair and reasonable estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain.

ARTICLE VII

CLOSING

7.1 DATE AND PLACE. Closing of the transaction contemplated hereby for the Premises shall be held at the offices of the Seller, at such date, place and time as the parties may mutually agree ("Closing Date") but in no event later than _____, 2019, except as agreed to in Section 7.2 of this Article VII.

7.2 SELLER'S DELIVERIES. At Closing and as a condition precedent to the obligation of the Purchaser hereunder, the Seller shall deliver to the Purchaser the following (unless expressly waived in writing by the Purchaser):

- (i) **BILL OF SALE.** A counterpart page, signed by Seller to a Bill of Sale in the form reasonably acceptable to the parties to convey the Premises in accordance with the terms of this Agreement;
- (ii) **DEED.** A good and sufficient Bargain and Sale Deed conveying good, marketable, and insurable title to the Premises free and clear of all liens, claims and encumbrances, except the Permitted Encumbrances. The Deed shall be duly executed and acknowledged by Seller along with required recording forms TP-584 and RP-5217, and a customary affidavit of title duly executed and acknowledged by Seller and reasonably acceptable to Purchaser's title company;
- (iii) **AUTHORIZING RESOLUTIONS.** Resolution(s) of the Seller to the extent required and applicable authorizing the Seller to execute this Agreement and the closing documents, and the County Authorizing Resolution, each of which shall be certified to be true, complete and un-amended copies by the Seller that are in full force and effect as of Closing;
- (iv) **SECTION 1445 CERTIFICATE.** A certificate of Seller warranting that it is not a foreign person as defined under Section 1445 of the Internal Revenue Code;
- (v) **PHYSICAL POSSESSION.** Actual physical possession of the Premises;
- (vi) **CERTIFICATE OF REPRESENTATIONS AND WARRANTIES.** A certificate, dated as of the Closing, signed by the Seller certifying that all of the representations and warranties made by the Seller in this Agreement are true, accurate and complete in all material respects as of the Closing;

- (vii) OTHER DOCUMENTS. Such further documentation as the Purchaser or its attorneys may reasonably request.

7.4 PURCHASER'S DELIVERIES. At Closing and as a condition precedent to the obligation of the Seller hereunder, the Purchaser shall deliver to the Seller the following (unless expressly waived in writing by the Seller):

- (i) PURCHASE PRICE; DEPOSIT; CLOSING PAYMENT. The Purchaser shall deliver the remaining amounts due of the Purchase Price to the Seller;
- (ii) BILL OF SALE. A signed counterpart page to the Bill of Sale in the form acceptable to the parties hereto;
- (iii) CERTIFICATE OF REPRESENTATIONS AND WARRANTIES. A certificate, dated as of the Closing, signed by the Purchaser certifying that all of the representations and warranties made by the Purchaser herein are true, accurate and complete as of the Closing;
- (iv) AUTHORIZING RESOLUTIONS. Resolution(s) of the Purchaser to the extent required and applicable authorizing the Purchaser to execute this Agreement and the closing documents, which shall be certified to be true, complete and un-amended copies by the Purchaser that are in full force and effect as of Closing; and
- (v) OTHER DOCUMENTS. Such further documents as the Seller or its attorney may reasonably request.

ARTICLE VIII

BROKERAGE

8.1 BROKERAGE. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, attorneys' fees, court costs, and interest. This Article shall survive the Closing or other termination of this Agreement.

ARTICLE IX

REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 REPRESENTATIONS OF THE PURCHASER. The Purchaser hereby represents and warrants to the Seller as follows:

(i) AUTHORIZATION. Purchaser is an individual with the power, authority, and legal right, to enter into and perform the obligations set forth in this Agreement. No Act of Bankruptcy has been commenced by or against the Purchaser. The execution of this Agreement and the performance of all obligations set forth herein do not conflict with any agreement, indenture, mortgage, contract or instrument to which the Purchaser is a party or by which the Purchaser is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, this Agreement constitutes the valid, legally binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

(ii) AVAILABILITY OF PURCHASE PRICE AT CLOSING. Purchaser represents that it possesses or will possess at the Closing funds sufficient to pay the Purchase Price for the purchase of the Premises as set forth in this Agreement. Nothing herein shall be construed to limit the rights of the Purchaser to terminate the Agreement or to rely upon the conditions precedent to closing under any other provision herein.

(iii) LEGAL MATTERS. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Purchaser wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Purchaser of its obligations hereunder or the other transactions contemplated hereby, or that, in any way would materially adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Purchaser in connection with the transaction contemplated hereby.

(iv) ABILITY TO OBTAIN FUNDS. Purchaser has the ability to obtain funds in cash in amounts equal to the Purchase Price by means of loans and will at the Closing have immediately available funds in cash which will be sufficient to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement. Nothing herein shall be construed to limit the rights of the Purchaser to terminate the Agreement or to rely upon the conditions precedent to closing under any other provision herein.

9.2 REPRESENTATIONS OF THE SELLER. The Seller hereby represents and warrants to the Purchaser as follows:

(i) ORGANIZATION. The Seller is a domestic not-for-profit corporation organized and existing under, and governed by, the laws of the State of New York, and is duly qualified and has the power, authority, and legal right, to enter into and perform its obligations set forth in this Agreement.

(ii) AUTHORIZATION. The execution, delivery, and performance of this Agreement have been duly authorized by the governing body of the Seller and will not violate any applicable laws applicable to the Seller or any provisions of the County Authorizing Resolution.

(iii) LEGAL MATTERS. There is no action, suit or proceeding, at law or in equity, before or by any court or similar governmental body against the Seller wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Seller of its obligations hereunder or the other transactions contemplated hereby, or that, in any way would materially adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Seller in connection with the transaction contemplated hereby.

(iv) TITLE TO PREMISES. The Seller represents that the Seller will transfer or cause to be transferred at the Closing, title to the Premises, free and clear of all liens, actions, claims, charges, conditions or restrictions of any nature whatsoever, except the Permitted Encumbrances.

ARTICLE X

CASUALTY AND CONDEMNATION

10.1 CASUALTY. If at any time prior to Closing there is a Material Issue that occurs with respect to the Premises as a result of fire or any other casualty (“**Casualty**”), Seller shall give written notice (“**Casualty Notice**”) thereof to the Purchaser. If the Premises is the subject of such a Casualty, Purchaser shall have the option to: (i) terminate this Agreement upon written notice to Seller, if Seller is unwilling or unable to repair the damage to Purchaser’s reasonable satisfaction within a reasonable period of time or provide funds or a credit to the Purchase Price to provide funds for Purchaser to repair the damage, in which event the Deposit paid by the Purchaser, shall be returned to Purchaser, and, thereafter, this Agreement shall be deemed to be null, void and of no further force and effect; or (ii) accept title to the Premises with no adjustment of the Purchase Price and upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller and/or the County in and to the proceeds of any insurance with respect to the Premises paid between the date of this Agreement and Closing and any deductible payable by Seller (less amounts incurred by Seller in performing necessary repairs to protect the Premises), and all unpaid claims and rights in connection with losses to the Premises shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price. Risk of loss shall pass to Purchaser at Closing. For the purposes of this section, “**Material Issue**” means either any single issue, circumstance or fact or series of issues, circumstances or facts, with respect to the Premises discovered and documented in a third-party report or otherwise that creates a potential liability or expense to Purchaser for repair or remedial costs or other expense, liability or obligation equal to or greater than Twenty-Five Thousand Dollars (\$25,000.00).

In the event an immaterial part of the Premises is damaged or destroyed as a result of a Casualty and it is not a Material Issue, Seller shall promptly contract for and commence repairs and complete such repairs as soon as practicable and the parties shall proceed with Closing as set forth herein without repair of the casualty damage and Purchaser shall receive a credit against the Purchase Price in the amount of the damage estimate, as reasonably determined by Seller and Purchaser.

Notwithstanding the foregoing provisions, in no event shall Seller be responsible to repair or provide a credit or funds for repair of Casualty damage to that portion of Purchaser's building or parking lot which is encroaching on the Premises.

10.2 CONDEMNATION. If either: (i) all of the Premises or (ii) a material portion of the Premises; is taken between the date of this Agreement and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, Seller shall notify the Purchaser. The Purchaser shall have the option to: (i) terminate this Agreement upon written notice to Seller, in which event the Deposit shall be returned to Purchaser, and, thereafter, this Agreement shall be deemed to be null, void and of no further force or effect; or (ii) complete Closing at the full Purchase Price, and Seller shall allow a credit to Purchaser at Closing equal to the amount of condemnation proceeds actually paid to Seller prior to Closing and shall assign to the Purchaser all of Seller's rights to any unpaid claims in connection with the eminent domain award or compensation. If there is an immaterial taking of the Property, the parties shall be obligated to close, and at Closing, Seller shall allow a credit to the Purchaser equal to the amount of condemnation proceeds actually paid to Seller prior to Closing, and Seller shall assign to the Purchaser all of Seller's rights to any unpaid claims in connection with the eminent domain award or compensation.

ARTICLE XI

BREACHES AND DEFAULTS

11.1 BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY PURCHASER. If at any time subsequent to the Effective Date and prior to the Closing, except for such covenants and conditions that expressly survive the Closing, which shall continue after the Closing, (a) the Purchaser shall breach any obligation, covenant or warranty made by it herein, or (b) any representation made by the Purchaser herein shall be (or prove to be) false in any material respect, then, upon the Seller providing written notice thereof to the Purchaser, the Purchaser shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach, and the Purchaser shall continue to take all such action until such breach is cured.

11.2 EVENTS OF DEFAULT BY PURCHASER. Subject to the provisions of Section 11.1 hereof, anyone or more of the following shall constitute an "Event of Default" by the Purchaser hereunder:

- (i) Failure by the Purchaser (within ten (10) days of either the occurrence or notice of any event described in Section 11.1 above, whichever is later), to cure such breach, provided however, that if the Purchaser is diligently pursuing such cure, and if in the reasonable judgment of the Seller, there is a reasonable likelihood that such breach will be cured within such sixty (60) day period, then failure to cure such breach shall not be considered to be an Event of Default until the sixtieth (60th) day after such breach has occurred or such notice has been provided, whichever is later; or

- (ii) Any Act of Bankruptcy on the part of the Purchaser has occurred prior to satisfaction of the terms and conditions of this Agreement; or
- (iii) In the event that Purchaser is unable to consummate the transactions contemplated in this Agreement because it is unable to pay the Purchase Price to the Seller as provided herein, unless such failure is due to an Event of Default by Seller.

11.3 REMEDIES OF THE CORPORATION. Except as otherwise expressly provided in this Agreement, the remedies for the occurrence of an Event of Default set forth under Section 11.2 hereof shall be, at the option of the Corporation, either (a) a suit seeking specific performance by the Purchaser of the provisions of this Agreement and injunctive relief, or (b) to pursue any other remedies that may be available to the at law or in equity. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

11.4 BREACH OF OBLIGATIONS, REPRESENTATIONS OR WARRANTIES BY SELLER. In the event that the Seller shall breach any material obligation, covenant or warranty made herein or if at any time any representation made by the Seller, as applicable, in this Agreement, shall be or prove to be false in any material respect then, upon the Purchaser's providing written notice thereof to the Seller, the Seller shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach and the Seller shall continue to take all such actions until such breach is cured.

11.5 EVENTS OF DEFAULT BY CORPORATION. Subject to the provisions of Section 11.4 hereof, failure by the Seller (within thirty (30) days of either the occurrence or notice of any event described in Section 11.4 above, whichever is later), to cure such breach shall constitute an Event of Default by the Seller; provided however, that if the Seller is diligently pursuing such cure, and if in the reasonable judgment of the Purchaser, there is a reasonable likelihood that such breach will be cured within such sixty (60) day period, then failure to cure such breach shall not be considered to be an Event of Default until the sixtieth (60th) day after such breach has occurred or such notice has been provided, whichever is later.

11.6 REMEDIES OF PURCHASER FOR EVENT OF DEFAULT BY SELLER. The remedies for the occurrence of an Event of Default set forth under Section 11.5 hereof shall be, at the option of the Purchaser, either (a) a suit seeking specific performance by the Seller of the provisions of this Agreement and injunctive relief, or (b) to pursue any other remedies that may be available to the at law or in equity, including without limitation, rights under Section 11.9. All rights and remedies under this Agreement are cumulative of and not exclusive of, any rights or remedies otherwise available, and the exercise of any such rights or remedies shall not bar the exercise of any other rights or remedies.

11.7 NON-WAIVER. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient by the non-breaching party in its sole discretion. No waiver of the occurrence of any Event of Default

hereunder, whether by the Purchaser or the Seller, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereto.

11.8 PENDENT DISPUTES. Notwithstanding anything contained in this Agreement to the contrary, if there shall be a dispute concerning the right of a party to terminate this Agreement, the Parties shall continue to perform their respective obligations hereunder as if the Agreement were in effect until such dispute is resolved and any appeals permitted thereunder are exhausted. Notwithstanding the foregoing, during such dispute, any time period related to Purchaser's right of termination under any provision herein, or to Purchaser's obligation to remit the Extension Payment, shall be tolled during the pendency of any such dispute.

11.9 INDEMNIFICATION.

(i) **INDEMNIFICATION BY PURCHASER.** Purchaser agrees to protect, indemnify, defend and hold the Seller and its officers, members, employees, and agents, successors and assigns, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, fines, penalties, judgments, assessments, damages, costs and expenses (including but not limited to reasonable attorneys' fees and expenses), liens and encumbrances accruing, based upon, resulting from or directly or indirectly arising out of (i) any breach or violation of any representation, warranty, covenant, stipulation, agreement or certification by Purchaser set forth in this Agreement or in any document delivered hereunder, provided that such breach or violation has been determined to have occurred by a court of competent jurisdiction; or (ii) the breach by Purchaser of any other term or provision of this Agreement, provided such breach has been determined to have occurred by a court of competent jurisdiction; or (iii) any damages to the Premises caused by the negligence, gross negligence or intentional acts of Purchaser, its agents, employees, independent contractors, officers or directors (it being agreed that neither Seller, nor any of its employees or agents constitutes an agent, employee, independent contractor, officer or director of Purchaser), prior to Closing; or (iv) any facts or events occurring after the Closing and connected with the Premises or the activities of Purchaser; provided, however, the indemnity shall not apply to any liability arising from a breach of this Agreement by Seller provided that such breach has been determined to have occurred by a court of competent jurisdiction, or other act or omission by Seller occurring on or before the Closing.

(ii) **INDEMNIFICATION BY SELLER.** The Seller, agrees to protect, indemnify, defend, and hold Purchaser and its members, officers, trustees, affiliates, agents, legal representatives, successor and assigns, and each of them, free and harmless from and against any and all claims, debts, liabilities, obligations, losses, damages, fines, penalties, judgments, assessments, damages, costs and expenses (including but not limited to reasonable attorneys' fees and expenses), liens and encumbrances accruing based upon, resulting from or directly or indirectly arising out of (i) any breach or violation of any representation, warranty, covenant, stipulation, agreement or certification by the Seller set forth in this Agreement or in any document delivered hereunder, provided such breach or violation has been determined to have occurred by a court of competent jurisdiction; or (ii) the breach by Seller of any other term or provision of this Agreement, provided such breach has been determined to have occurred by a court of competent jurisdiction; or (iii) any facts or events occurring prior to the Closing and connected with the Premises; or (iv) any Material Issue, provided, however, that the indemnity shall not apply to any liability to the extent arising out of a breach of this Agreement by Purchaser, so long as such breach

has been determined to have occurred by a court of competent jurisdiction, or other act or omission by Purchaser occurring on or before the Closing.

ARTICLE XII

MISCELLANEOUS

12.1 GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Notwithstanding anything herein to the contrary, the parties may resolve any disputes which may arise among them through any available legal or equitable procedure. In addition, the parties may, on a case-by-case basis, agree to submit any such dispute to a non-binding arbitration procedure in order to create a factual record which will be available for use by a court of competent jurisdiction in any subsequent action relating to such dispute. Unless otherwise agreed to in writing or as provided below, the parties shall continue to perform their respective obligations under this Agreement during any arbitration or other dispute resolution process.

12.2 FURTHER ASSURANCES. Each party shall execute and deliver any instruments and perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Agreement. Each party shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such action as may be reasonably requested by the other party; provided however, that such actions are not inconsistent with the provisions of this Agreement and do not involve the assumption of obligations other than those which are provided for in this Agreement to carry out the intent of this Agreement.

12.3 RELATIONSHIP OF THE PARTIES. Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, joint venture participant, agent or legal representative of any other party or to create any fiduciary relationship between or among the Parties.

12.4 WAIVER. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

12.5 MODIFICATION. Modifications, waivers or amendments of (or to the provision of) this Agreement shall be effective only if set forth in a written instrument signed by each party hereto after all corporate or other action regarding the authorization for such modification, waivers or amendments has been taken.

12.6 HEADINGS. The captions and headings in this Agreement are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Agreement and such headings do not in any way constitute a part of this Agreement.

12.7 NOTICES. Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to have been validly given if delivered in person or mailed by certified or registered mail, postage prepaid, addressed as follows:

To the Seller: Ulster County Economic Development Alliance, Inc.
244 Fair Street
Kingston, New York 12402
Attn: Chief Executive Officer

With Copies to: Ulster County Attorney's Office
244 Fair Street
Kingston, New York 12402
Attn: County Attorney.

If to the Purchaser: The Law Office of Daniel J. McCabe
42 Catherine Street
Poughkeepsie, New York 12601
Attn: Daniel J. McCabe, Esq.

Changes in the addresses to which such notices may be directed may be revised from time to time by any party by written notice to the other Parties. Attorneys may bind the parties with respect to any notice.

12.8 SUCCESSORS AND ASSIGNS. This Agreement may not be assigned without the written consent of either party.

12.9 SEVERABILITY. In the event that any provision of this Agreement shall be determined for any reason to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

12.10 MERGER CLAUSE. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding of the parties with respect to the conveyance of the Premises and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matter.

12.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts and by delivery of facsimile or electronic copies with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Agreement, intending to be legally bound hereby as of the day and year first above written.

SELLER:

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: _____
Name: _____
Title: _____

PURCHASER:

RICHARD P. BOICE

By: _____
Name: _____
Title: _____

EXHIBIT A

All that certain lot, piece or parcel of land situate, lying and being in the City of Kingston, County of Ulster and State of New York, being designated as Parcel A on that certain map entitled "Final Map of Lot Line Revision Between Lands of Ulster County and Lands of Richard P. & Helen D. Boice" filed on April 24, 2019, in the Office of the Clerk of Ulster County as Map No. 1986, and which is more accurately bounded and described as follows:

Tax Map SBL 48.80-1-31.110, portion of

BEGINNING at a point on the easterly bounds of a city street know as O'Neil Street, said point being on the westerly bounds of lands now or formerly of Richard P. & Helen D. Boice as described in Liber 4402 of deeds at page 279,

thence running along said lands and along the lot line to be removed, the following four courses and distances:

1. South 71°35'07" East 94.12 feet to a point
2. South 80°04'29" East 77.36 feet to a point
3. North 39°49'59" East 8.40 feet to a point and
4. South 73°02'16" East 110.28 feet to a point on the westerly bounds of lands now or formerly of Donna Spada as described in Liber 4710 of deeds at page 297,

thence running along said lands South 19°39'26" West 29.72 feet to a point of the northerly bounds of lands now or formerly of The County of Ulster as described in Liber 1414 of deeds at page 933

thence running along said lands and along the proposed new lot line the following two courses and distances:

1. North 76°32'30" West 146.81 feet and
2. North 73°04'49" West 146.23 feet to a point the easterly bounds of aforementioned O'Neil Street

thence continuing along said street bounds North 39°07'39" East 25.85 feet to the point and place of beginning

CONTAINING eighteen hundredths (0.18) acres.

SUBJECT to all legally enforceable covenants, easements, restrictions, conditions and agreements of record.

SUBJECT to any right, title and interest the public and the County of Ulster may have in and to that portion of O'Neil Street.

EXHIBIT "C"

This Indenture

Made the ____ day of May, Two Thousand Nineteen

The **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a domestic not-for-profit corporation, having offices located at 244 Fair Street, Kingston, New York 12401, party of the first part; and **RICHARD P. BOICE**, having an address at 10 Thruview Farm Road, Lake Katrine, New York 12449, party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----**NINETEEN THOUSAND ONE HUNDRED and 00/100 Dollars**-----

(\$19,100.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby remise, release, and quit claim unto the party of the second part, its heirs and assigns forever,

City: Kingston
SBL #: 48.80-1-31.110, portion of
Location: Catskill Mtn Br
Acreage: 0.18 Acres

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the City of Kingston, County of Ulster and State of New York, more particularly described in Schedule A attached hereto and made a part hereof (hereinafter the "Premises").

SUBJECT to all covenants, easements and restrictions of record, including, but not limited to, the temporary non-exclusive easement reserved by the County of Ulster.

INTENDING TO BE the premises conveyed by The County of Ulster to The Ulster County Economic Development Alliance, Inc. by deed dated April __, 2019, and recorded in the Ulster County Clerk's Office on April 26, 2019, in Liber 6426 of Deeds at Page 183, Instrument No. 2019-5246.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the Premises herein granted unto the party of the second part, its heirs and assigns forever. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

COUNTY OF ULSTER

By: _____

Julie Cohen Lonstein, Chair

Ulster County Economic Development Alliance, Inc.

STATE OF NEW YORK)

) SS:

COUNTY OF ULSTER)

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULIE COHEN LONSTEIN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

All that certain lot, piece or parcel of land situate, lying and being in the City of Kingston, County of Ulster and State of New York, being designated as Parcel A on that certain map entitled "Final Map of Lot Line Revision Between Lands of Ulster County and Lands of Richard P. & Helen D. Boice" filed on April 24, 2019, in the Office of the Clerk of Ulster County as Map No. 1986, and which is more accurately bounded and described as follows:

Tax Map SBL 48.80-1-31.110, portion of

BEGINNING at a point on the easterly bounds of a city street know as O'Neil Street, said point being on the westerly bounds of lands now or formerly of Richard P. & Helen D. Boice as described in Liber 4402 of deeds at page 279,

thence running along said lands and along the lot line to be removed, the following four courses and distances:

1. South 71°35'07" East 94.12 feet to a point
2. South 80°04'29" East 77.36 feet to a point
3. North 39°49'59" East 8.40 feet to a point and
4. South 73°02'16" East 110.28 feet to a point on the westerly bounds of lands now or formerly of Donna Spada as described in Liber 4710 of deeds at page 297,

thence running along said lands South 19°39'26" West 29.72 feet to a point of the northerly bounds of lands now or formerly of The County of Ulster as described in Liber 1414 of deeds at page 933

thence running along said lands and along the proposed new lot line the following two courses and distances:

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2. North 73°04'49" West 146.23 feet to a point the easterly bounds of aforementioned O'Neil Street

thence continuing along said street bounds North 39°07'39" East 25.85 feet to the point and place of beginning

CONTAINING eighteen hundredths (0.18) acres.

SUBJECT to all legally enforceable covenants, easements, restrictions, conditions and agreements of record.

SUBJECT to any right, title and interest the public and the County of Ulster may have in and to that portion of O'Neil Street.

Quit-Claim Deed

**ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.,
a domestic not-for-profit corporation**

to

RICHARD P. BOICE

Record and Return to:

Daniel J. McCabe
42 Catherine Street
Poughkeepsie, NY 12601