

CONTRACT OF SALE

DATED: November \_\_\_\_\_, 2023

1. PARTIES:

SELLER(S): Town of Marbletown  
Address: 1925 Lucas Ave., Cottekill, NY 12419

PURCHASER: Daniel C. Lewis, Jr.  
Address: 291 Hasbrouck Avenue, Kingston NY 12401

2. PURCHASE AGREEMENT:

Seller shall sell and Purchaser shall buy the Property on the terms stated in this contract of Sale. This contract shall not be a binding obligation on the part of the Seller until signed by the Seller and delivered to the Purchaser.

3. PROPERTY:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the Town of Marbletown, County of Ulster, and the State of New York, being known as 535 N. Marbletown Road, Kingston, NY 12401, and being more completely described in SCHEDULE "A" attached hereto and made part hereof.

SUBJECT to covenants, conditions, restrictions, easements and rights of way of record.

SUBJECT to any state of facts a personal inspection would reveal.

4. PRICE:

The purchase price is..... \$330,000.00  
Payable as follows:

On the signing of this contract, by check subject to collection..... \$10,000.00

Balance in cash or certified check on the delivery of the Deed at Closing..... \$320,000.00

5. BUILDING AND IMPROVEMENTS:

Included in this sale are:

A. All buildings and improvements on the Property.

B. All fixtures and articles of personal property attached to or used in connection with the property. The premises is being sold in "as is" condition.

**6. DEED AND TRANSFER TAXES:**

At closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with covenant against Grantor's acts (hereinafter referred to as "deed") so as to convey fee simple title to the Property free and clear of all encumbrances except as set forth in this Contract of Sale.

**7. TITLE INSURANCE:**

This contract of sale is contingent upon title of the property being free and clear of all encumbrances, except for agreements, covenants, easements and restrictions of record, which do not make title to the property unmarketable. A reputable title insurance company, licensed to do business in the State of New York, shall consider title marketable and insurable. A copy of the title report shall be forwarded to the Seller's attorney upon availability.

**9. OBJECTIONS TO TITLE:**

In the event that there are objections to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN (10) days prior to the date set for Closing of Title. In the event there is one or more objections to title, the Seller shall be entitled to an adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it requires the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchaser agrees that upon the return of the down payment, together with net title company charges, this Contract shall be cancelled and neither party shall have any claim against the other. Nothing herein contained, however, shall be deemed or construed to require or obligate the Seller to take any action or bring any suit or proceeding or to incur any expense to render the title to the property marketable to the extent that the title company will insure it, or shall be construed as making the time of closing of title of the essence of this agreement.

**10. CONDITION OF PROPERTY; CONTINGENCIES:**

The Purchaser acknowledges they have inspected the Property and are satisfied with its condition.

Seller will rezone the property to B-2 zoning to allow mixed uses to be consistent with the neighboring and adjacent business zone. Transfer of title is contingent upon seller rezoning the premises to a B-2 zone.

**11. KEYS:**

The Seller, on the date of closing of title, shall provide the purchaser with one (1) complete set of keys to the premises

**12. CLOSING DATE AND PLACE:**

Closing of title is contemplated to take place within Ulster County, New York on or about April 30, 2024 at the Town Hall of Marbletown or an otherwise convenient location.

**13. TITLE TRANSFERRED SUBJECT TO:**

The property is to be conveyed subject to:

(a) All present and future building, zoning, subdivision, landmark, historic, wetlands, fire and safety restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the Premises or the use or improvement thereof. All of the above shall apply only so long as they are not violated by the existing nature of the property and the buildings or improvements thereon and / or render title unmarketable and do not threaten the use or occupancy of the property in its present form.

b) Any recorded covenants, restrictions, easements and agreements provided they are not now violated, do not contain a clause under which the Premises would be forfeited if they were violated, and do not materially restrict the normal use and enjoyment of the Premises.

(c) The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over or under the Premises.

(d) Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

(e) Encroachments and projections of walls, foundations, trim, fences or other improvements, installations or appurtenances onto the Premises or from the Premises onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any adjoining streets or roads.

(f) Any state of facts an accurate survey may show, provided same does not render title unmarketable.

**14. SMOKE AND CARBON MONOXIDE ALARM:**

Seller represents that there is an operating smoke detector and carbon monoxide detector in the premises, installed as required by Part 1225 of Title 19 of the Official Compilation of Codes, Rules and Regulations of the State of New York Section 1225.2.

**15. DOWN PAYMENT IN ESCROW:**

The down payment made hereunder shall be held in the non-interest bearing escrow account of James Bacon, Esq., located at the Ulster Savings Bank, New Paltz, New York, until closing of title or the cancellation of this contract of sale, whichever is earlier. The Escrowee shall not be liable to either party for any act or omission except for bad faith or gross negligence, and the parties hereby agree to indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses arising in connection herewith.

**16. APPORTIONMENTS:**

The following are to be apportioned as of midnight of the day before the day of CLOSING: (a) taxes, (b) fuel, (c) water and sewer, and (d) rents, if any. Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive closing.

**17. ACCEPTABLE FUNDS:**

A. Cash, but not more than \$1,000.00;

B. Good certified check of Purchaser, or official check of any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of Seller; or

C. Money other than the purchase price payable to Seller at closing may be by check of Purchaser up to the amount of \$500.00.

**18. BROKER:**

The Purchaser and Seller represents that they have not dealt with any real estate brokers in connection with this sale other than Berardi Realty and SVN Deegan Collins. The Seller agrees to pay the broker commission pursuant to separate agreement if and when title closes.

SELLER AND PURCHASER HAVE SIGNED THIS CONTRACT AS OF THE DATE AT THE TOP OF THE FIRST PAGE.

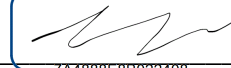
**SELLER(S):**

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**TOWN OF MARBLETOWN**

**PURCHASER(S):**

DocuSigned by:



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**DANIEL C. LEWIS, JR.**

**Social Security #**

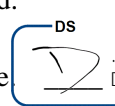
**DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS****LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning in young children may produce permanent neurological damage, including learning disabilities., reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (check box that applies)**

- a. Presence of lead-based paint and/or lead-based paint hazards (check 1 or 2 below):
  1. ☐ Known lead-based paint and or lead-based paint hazards are present in the housing (explain)\_\_\_\_\_
  2. ☐ Seller has no knowledge of lead-based and/or lead-based paint hazards in the housing.
- b. Records and reports as available to seller (check 1 or 2 below):
  1. ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  2. ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGEMENT (initial)**

- a. ☐ Purchaser has received copies of all information listed above.
- b. ☐ Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.
- c. ☐ Purchase has received a 10-day opportunity (or mutually agreed upon period) to
- d. \_\_\_\_\_ conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- e.  ☐ Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

**AGENT'S ACKNOWLEDGMENT (initial)**

- a. ☐ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ASSURANCE: (signatures)**

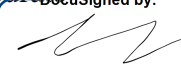
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
TOWN OF MARBLETOWN,

\_\_\_\_\_  
Date

\_\_\_\_\_  
DANIEL C. LEWIS, JR.

\_\_\_\_\_  
Date

DocuSigned by:  
  
11/9/2023  
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**TOM COLLINS, R.E. Agent Date**

THIS CONTRACT is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 P.M. on the tenth (10th) calendar day after the seller has delivered to Purchaser (or Purchaser's agent or attorney [s]) a fully executed copy of this Contract. (Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information, a copy of which is provided along with this contract and receipt of which the Purchaser hereby acknowledges). This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent or attorney[s]) delivers to the Seller (or Seller's agent or attorney[s]) a written contract addendum listing the specific existing deficiencies with respect to such matters and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within fourteen (14) days after delivery of the addendum, elect, in writing, whether to correct the condition(s) prior to the closing. If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the date of the closing. If the seller does not elect to make the repairs or remedies, or if the Seller makes a counteroffer, the Purchaser shall have seven (7) days to respond, in writing, to the counteroffer or remove this contingency and take the Property in "as is" condition or this Contract shall become void. The Purchaser may remove the contingency at any time without cause upon written notice to the Seller (or Seller's agent or attorneys).

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

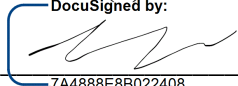
IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

**SELLER(S):**

**TOWN OF MARBLETOWN**

Attorney for Seller  
JAMES BACON, ESQ.  
PO Box 575  
New Paltz, NY 12561  
Office: (845) 419-2338  
Baconesq@yahoo.com

**PURCHASER(S):**

DocuSigned by:  
  
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**DANIEL C. LEWIS, JR. Social Security #**

Attorney for Purchaser  
DANA BLACKMON, ESQ  
303 Clinton Ave.  
Kingston, NY 12401  
(845) 331-2725  
DBlackmonlaw@hotmail.com