

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MAY 6, 2024
ADDENDUM NO. 1**

**29. RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE OF
CERTAIN REAL PROPERTY LOCATED ON ROBIN BRAE DRIVE**

WHEREAS, the Village Board of the Village of Warwick is undertaking to purchase certain real property located on Robin Brae Drive in the Village of Warwick (SBL 205-1-31.2) for use in infrastructure improvement, open space, and related purposes; and

WHEREAS, the Village Board has before it a proposed contract for the purchase and sale of the said property; and

WHEREAS, the terms and provisions of the said contract are acceptable to the Village Board;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said contract; and
2. That the Mayor is authorized to execute the contract and all documents necessary for recording title and carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting	_____
Carly Foster, Trustee, voting	_____
Thomas McKnight, Trustee, voting	_____
Mary Collura, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

**30. RESOLUTION APPROVING THE GRANT OF A CONSERVATION
EASEMENT ON CERTAIN REAL PROPERTY BEING
PURCHASED BY THE VILLAGE**

WHEREAS, the Village Board of the Village of Warwick is acquiring certain real property located on Robin Brae Drive in the Village of Warwick (SBL 205-1-31.2); and

WHEREAS, the Town of Warwick is providing funds to assist in the said purchase, in return for which the Village will be providing a conservation easement on the property to the Town; and

WHEREAS, a draft conservation for the said purpose has been prepared, a copy of which is annexed hereto;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said conservation easement and hereby offers the same for dedication to the Town of Warwick; and
2. That the Mayor is authorized to execute the conservation easement and all documents necessary for recording title and carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting	_____
Carly Foster, Trustee, voting	_____
Thomas McKnight, Trustee, voting	_____
Mary Collura, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

**31. RESOLUTION APPROVING PAYMENT OF PARKLAND FEES ON
75 FORESTER AVENUE REAL PROPERTY SUBDIVISION**

WHEREAS, the Village of Warwick Planning Board granted final approval for a residential subdivision located at 75 Forester Avenue; and

WHEREAS, one of the conditions of the subdivision approval was the payment of parkland fees totaling \$120,000; and

WHEREAS, a building permit was issued for the development without receipt of the payment of the parkland fees; and

WHEREAS, the property owners now propose to make payment of the outstanding parkland fees by payment of \$60,000 prior to issuance of a temporary certificate of occupancy followed by four monthly payments of \$15,000.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said proposal for payment of the outstanding parkland fees subject to provision of an agreement or note memorializing the terms thereof in a form acceptable to the Village Attorney to be signed prior to issuing a temporary certificate of occupancy; and

2. That the Mayor is authorized to execute the said note or agreement and all documents necessary for carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting	_____
Carly Foster, Trustee, voting	_____
Thomas McKnight, Trustee, voting	_____
Mary Collura, Trustee, voting	_____

Michael Newhard, Mayor, voting _____

**32. RESOLUTION AMENDING SCHEDULE OF FEES FOR THE
ADDITION OF PLANNING BOARD ESCROW FEES**

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of fees, including Planning Board fees, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to add a Planning Board Application base escrow fee for Change of Use Site Plan Waiver Applications it is necessary for the Village Board to adopt a resolution:

NOW, THEREFORE, BE IT RESOLVED that the Village's Schedule of Fees is hereby amended as follows:

In the Schedule of Fees, under heading "Planning Board Application Fees" the following fee shall be added:

Category	Sub-Category	Type of Fee	Amount	Notes	Code
Planning Board Application Fees	Escrow	Base escrow fee - Change of Use Site Plan Waiver Application Review	\$300.00		64-3

_____ presented the foregoing resolution which
was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

CONTRACT OF SALE

[WARNING: No representation is made that this form of Contract for sale and purchase of real estate complies with section 5-702 of the General Obligations Law (Plain English). Consult your lawyer before signing it.]

DATE

This Contract of Sale (the "Contract") is made as of this ____ day of December, 2023.

PARTIES

The Sellers, **JEFFREY ALARIO and MARINA ALARIO** (collectively, the "SELLER"), having a mailing address c/o Alario & Associates CPAs PLLC, 28 Railroad Avenue, Warwick, New York 10990, agrees to sell the premises described herein (the "PREMISES") to:

The Purchaser, **VILLAGE OF WARWICK**, a New York State Municipal Corporation (the "PURCHASER"), having a mailing address of 77 Main Street, Warwick, NY 10990. The SELLER and PURCHASER are collectively referred to as the "Parties" and each individually as a "Party".

PREMISES

(No#) Robin Brae Dr.
Section 205, Block 1, Lot 31.2
Town & Village of Warwick, County of Orange, State of New York

THIS IS A SALE OF VACANT LAND

As the same is more fully described on Schedule A annexed hereto and made a part hereof, together with SELLER'S interest, if any, in street and unpaid awards as set forth in Paragraph 8 below. The Parties acknowledge that the PREMISES is being transferred in its "AS IS, WHERE IS" condition, subject to the terms hereof.

PURCHASE PRICE

1. The purchase price is: \$75,000.00 (the "Purchase Price")

On the signing of this Contract
by check to Escrow Agent,
subject to collection: \$ 3,750.00 (the "Down Payment")

Charitable Gift of Equity: \$37,500.00*

BALANCE AT CLOSING: \$33,750.00

*It is the intent of the Parties that this transaction shall be in part a "bargain sale" whereby SELLER is receiving less cash consideration at the Closing than the fair market value of the

PREMISES because the \$37,500.00 will be a charitable gift from SELLER to PURCHASER at the Closing (the "Gift"), and the Parties agree to provide reasonable further assurances of this gift ("Further Assurances"), which Further Assurances shall include without limitation any legal and tax documentation reasonably requested. Said Further Assurances shall specifically survive the transfer of the deed and the closing of the transactions contemplated hereby. The SELLER intends the Gift to be a charitable contribution to the PURCHASER. The Parties agree and acknowledge that the substantiation and reporting of the Gift rests exclusively with SELLER, but that at the Closing, or at any time thereafter, the PURCHASER shall execute such documentation that SELLER may reasonably request, which may be necessary and appropriate for the SELLER to substantiate the Gift with the Internal Revenue Service or New York State Department of Taxation and Finance, including but not limited to, IRS Form 8283 (all such documents collectively referred to as the "Substantiation Documents"). EACH PARTY shall indemnify, defend and hold the OTHER PARTY harmless from and against any and all liability which the OTHER PARTY may incur based solely on any information provided by the indemnify party including without limitation as a result of any Substantiation Documents being false. This Paragraph shall survive the Closing and the delivery of the deed.

ACCEPTABLE FUNDS

2. All money payable under this Contract unless otherwise specified, shall be either:
 - (a) Cash, but not over FIVE HUNDRED (\$500.00) DOLLARS, or
 - (b) Wire transfer, or
 - (c) As otherwise agreed to in writing by SELLER or SELLER'S attorney, or
 - (d) Attorney IOLA, Certified or Cashier's Check

"SUBJECT TO" PROVISIONS

3. The PREMISES are to be transferred subject to the following items, provided that the same are not violated by the PREMISES existing use and do not render title to the PREMISES uninsurable:
 - (a) Laws and governmental regulations that affect the use and maintenance of the PREMISES.
 - (b) Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
 - (c) Minor encroachments (meaning one (1) foot or less) of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway or neighboring lots.
 - (d) Covenants, declarations, easements, grants, rights of ways and restrictions of record, provided that the same: (i) are not violated by the existing use, (ii) do not impose any

financial obligations upon the owner of the subject property, and (iii) do not render title uninsurable at ordinary rates.

(f) Notes on filed maps, if any.

(g) Unpaid installments of assessments not due and payable on or before the Closing and real estate taxes that are a lien but are not yet due and payable.

(h) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cables and related equipment on, over and under the PREMISES, provided that none of such rights imposes any monetary obligation on the owner of the PREMISES or interferes with the existing use of the PREMISES and provided the same are ordinary course utility easements.

TITLE COMPANY APPROVAL

4. SELLER shall give and PURCHASER shall accept such title as any title company, a member of the New York State Land Title Association will be willing to approve and insure in accordance with their standard form of title policy, subject to the matters provided for in this Contract.

CLOSING DEFINED AND FORM OF DEED

5. "CLOSING" means the settlement of the obligations of the SELLER and PURCHASER to each other under this Contract, including the payment of the Purchase Price to SELLER, and the delivery to PURCHASER of a Bargain and Sale deed with covenant against Grantors Acts in proper statutory form for recording so as to transfer full ownership to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

CLOSING DATE AND PLACE

6. CLOSING will take place at the office of the SELLER'S attorney, the office of the PURCHASER'S attorney, or such other mutually agreed upon located **on or about January 22, 2024** (the "Closing Date").

BROKER

7. SELLER and PURCHASER each hereby state that each has not dealt with any brokers in connection with this sale other. Each party shall indemnify and hold the other party harmless from and against any and all costs, losses, or liabilities arising out of a claim for any fee or commission for this transaction made by a broker representing or claiming to represent the indemnifying party. This representation shall survive the Closing and the delivery of the deed.

STREET AND ASSIGNMENT OF UNPAID AWARDS

8. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

APPORTIONMENTS

9. The following are to be apportioned as of the day of CLOSING:

(a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive the CLOSING for a period of sixty (60) days.

INSTALLMENT ASSESSMENT

10. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, the current installment shall be adjusted as part of the state, town and county tax and all future installments shall be paid by the PURCHASER.

ALLOWANCE FOR UNPAID TAXES

11. SELLER has the option to credit PURCHASER as an adjustment of the Purchase Price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING. Prepaid taxes, assessments, water charges and sewer rents shall be similarly adjusted at the option of SELLER.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES

12. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the Purchase Price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER' title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate checks as requested to assist in clearing up these matters.

AFFIDAVITS AS TO JUDGMENTS, BANKRUPTCIES

13. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES

14. At CLOSING, SELLER shall deliver a check payable to the order of the appropriate County officer in the amount of any applicable transfer tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and tax return to be delivered to the appropriate officer promptly after CLOSING. To the extent that PURCHASER as a municipality is exempt from any transfer taxes, gains taxes, recording taxes, or other taxes or fees, PURCHASER shall endeavor to obtain exemption from such taxes or fees for the mutual benefit of completing the transaction, regardless of the party on which such taxes or fees are customarily imposed.

NO WAIVER FOR UNCERTIFIED FUNDS

15. Notwithstanding the acceptance of any uncertified funds by the SELLER in consideration for the delivery of the deed herein, or the down payment tendered, said acceptance shall not constitute a waiver of any right under this Contract nor shall it be construed as an unconditional delivery of the deed to PURCHASER, it being the intention that the PURCHASER shall personally guarantee said uncertified funds. In the event the down payment check shall not clear, the SELLER may immediately cancel this contract without further notice, and SELLER shall be indemnified by PURCHASER for any actions or proceedings necessary to cancel the deed to PURCHASER and to clear title of such purported but unauthorized deed recording for the benefit of SELLER. This provision of the Contract shall survive the CLOSING and delivery of the deed.

INSPECTION AND CONDITIONS

16. (a) The PURCHASER has had the opportunity to examine the exterior and interior of the PREMISES which are the subject of this contract and familiar with the physical condition thereof and the SELLER has not made and does not make any representations as to the physical condition, site condition, expenses, operation, use or occupancy or any other matter or thing affecting or related to the aforesaid PREMISES, except as herein specifically set forth, and the PURCHASER acknowledges that no such representations have been made. This provision shall survive the closing of title and delivery of the deed.

(b) The SELLER represents the following to the PURCHASER, which representations shall be true and correct as of the day of the closing, but which shall not survive the delivery of the deed: (i) SELLER has no actual knowledge of the existence of any hazardous

substances, hazardous waste, toxic chemicals, asbestos on the PREMISES, including any underground storage oil tanks.

REMEDIES

17. (a) If the SELLER shall be unable to convey good and marketable title subject to and in accordance with this Contract, the sole obligation of the SELLER shall be to refund the PURCHASER the cost of Purchaser's title examination, in no event to exceed the net amount which would be charged by a title company for title examination of PREMISES described herein without the issuance of policy, together with the Down Payment, and upon making of such refund, this Contract shall wholly cease and terminate and neither Party shall have any further claim against the other by reason of this Contract, and the lien, if any, of the PURCHASER against the PREMISES shall wholly cease. The SELLER shall not be required to bring any action or proceeding or otherwise to incur any expenses to render the title to the PREMISES insurable, but if SELLER undertakes to do so then SELLER may extend the date of closing by a period of time not to exceed six months, and upon SELLER rendering title insurable, PURCHASER shall take such title as so rendered insurable. The PURCHASER may, nevertheless (assuming SELLER does not wish to render title insurable), accept such title as the SELLER may be able to convey without any further liability on the part of the SELLER and without any abatement or reduction of the Purchase Price. If PURCHASER willfully defaults hereunder, SELLER'S sole remedy shall be to receive and retain the down payment as liquidated damages plus an additional sum that collectively constitute ten percent (10%) of the Purchase Price, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that ten percent of the Purchase Price constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If the SELLER willfully defaults hereunder, PURCHASER shall have such remedies as the PURCHASER may be entitled to at law or in equity, including, but not limited to, specific performance.

OBJECTIONS TO TITLE

18. PURCHASER shall notify SELLER'S attorney in writing, of any objection to title within a reasonable time after receipt of the title search. Delivery of the title search to the SELLER'S attorney via electronic mail shall constitute notice. SELLER shall be entitled to a reasonable adjournment of the Closing Date in order to clear any such objections to title, but if the SELLER is unable to clear such objections to title and Purchaser does not elect to accept such defective title, then SELLER shall have the option to terminate this Contract by notifying PURCHASER's attorney in writing by mail of such termination. If such termination notice is sent, subject to the costs to be refunded pursuant to paragraph 17(a), this Contract shall be null and void and neither SELLER nor PURCHASER shall have any further rights or obligations hereunder or to the other. PURCHASER shall have the option to accept such title as SELLER is able to convey.

DOWN PAYMENT ESCROW

19. The Down Payment will be held in escrow by Spiegel Legal, LLC ("Escrowee") in Escrowee's IOLA Trust Account maintained at Webster Bank, Warwick, New York, as herein provided, until CLOSING or until a default hereunder by PURCHASER, at which time it shall be delivered to SELLER. If SELLER defaults hereunder, the Down Payment shall be returned to PURCHASER. Upon receipt of a demand for the down payment made by SELLER or PURCHASER, Escrowee shall promptly give notice to the other party of such demand. If Escrowee does not receive an objection from the other party to the proposed payment within ten (10) days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee receives an objection from the other party to the proposed payment within such period, Escrowee shall send a copy thereof to the party who made the demand and shall continue to hold the down payment until it receives a notice directing disbursement of the down payment signed by both SELLER and PURCHASER or direction from a court of competent jurisdiction as to the disbursement of the down payment.

The Escrowee shall not be liable to either of the Parties for any act or omission, except for bad faith or gross negligence, and the Parties hereby indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses arising in connection herewith. The Parties acknowledge that the Escrowee is acting solely as a stakeholder for their convenience. In the event of a dispute between the Parties, the Escrowee shall not be bound to release and deliver the escrow fund to either Party but may either continue to hold the escrow fund until Escrowee is directed in a writing signed by all Parties hereto or Escrowee may deposit the Down Payment with the clerk of any court of competent jurisdiction. Upon such deposit the Escrowee will be released from all duties and responsibilities hereunder.

The Escrowee shall not be required to defend any legal proceedings which may be instituted against it in respect to the PREMISES or the subject matter of this Contract unless requested to do so by PURCHASER or SELLER and indemnified to its satisfaction against the cost and expense of such defense. Escrowee shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this Contract. Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper Parties.

The Parties agree that notwithstanding Escrowee's role as escrow agent, Escrowee may and does represent the SELLER as legal counsel in connection with the subject matter of this Contract and otherwise, and any conflict of interest between Escrowee's representation of SELLER and Escrowee's duties as escrow agent hereunder are hereby waived by both SELLER and PURCHASER.

SURVEY

20. PURCHASER shall have the right to have a survey and description prepared of the subject PREMISES provided it is prepared by a licensed surveyor at PURCHASER'S cost and expense. If a copy of such survey and description are provided to SELLER'S attorney prior to the date of closing and provided such survey is certified to SELLER, then, SELLER agrees to

use such survey description in the deed of conveyance in lieu of the description set forth in this contract.

RISK OF LOSS

21. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply in the event of fire or casualty loss before Closing.

FIRPTA

22. SELLER represents and warrants to PURCHASER that SELLER is not a "foreign person" as defined in IRC Section 1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the CLOSING, SELLER shall deliver to PURCHASER a certification stating that SELLER is not a foreign person, which certification shall be in the form then required by the Code Withholding Section. In the event SELLER fails to deliver the aforesaid certification or in the event that PURCHASER are not entitled under the Code Withholding Section to rely on such certification, PURCHASER shall deduct and withhold from the Purchase Price a sum equal to fifteen (15%) percent thereof and shall at CLOSING remit the withheld amount with the required forms to the Internal Revenue Service.

NON-ASSIGNMENT

23. The PURCHASER shall not assign or otherwise transfer this Contract without the prior written consent of SELLER, which may be withheld, delayed, or conditioned at the sole discretion of SELLER.

CHANGES MUST BE IN WRITING

24. This Contract may not be changed or cancelled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective Parties. Each of the Parties hereby authorizes their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

PROVISIONS NOT TO SURVIVE CLOSING

25. No provision of this Contract shall survive the CLOSING and delivery of the deed, except as otherwise expressly provided herein.

AMENDMENTS

26. The PURCHASER acknowledges that this Contract was mutually prepared by counsel for SELLER and PURCHASER. To the extent that changes made by the PURCHASER or by the PURCHASER'S attorney are not initialed by the SELLER, those changes shall not be binding upon the SELLER and the terms of this Contract as originally prepared in that respect shall be binding upon all Parties hereto.

NOTICES

27. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered/certified mail return receipt requested, with postage prepaid (ii) sent by Federal Express or another nationally recognized overnight courier, or (iii) first class mail, or (iv) hand delivered. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service, or upon delivery to the overnight service, if sent by overnight courier service and delivery if by hand. All notices shall be addressed to the parties at their addresses first mentioned, or at such other address as may be designated in writing by the applicable Party, and copies shall be sent:

If to SELLER,
a copy to:

Aaron C. Fitch, Esq.
Drake Loeb PLLC
555 Hudson Valley Avenue, Suite 100
New Windsor, NY 12553
AFitch@DrakeLoeb.com

If to PURCHASER,
a copy to:

Steven J. Spiegel, Esq.
Spiegel Legal, LLC
148 North Main Street
Florida, New York 10921
Steven@SpiegelLegal.com

The Parties agree that their respective attorneys shall be responsible for all notices and no copies are required to be sent to the Purchaser and Seller. The Parties further agree that all stipulations extending time for performance may be exchanged by their attorneys, via electronic mail and shall have the same force and effect as if signed by the respective Party.

PROPERTY CONDITION DISCLOSURE STATEMENT

28. Notwithstanding the fact that the Seller may have previously delivered a disclosure statement to the Purchaser pursuant to Property Condition Disclosure Act 2001 N.Y. Laws 5339-A (the "Act"), given this is a sale of vacant land, the transaction is exempt under the Act and no credit shall be provided and any statement made under the Act shall be null and void and of no force or effect. This Section shall survive the Closing.

ENTIRE AGREEMENT

29. All prior understandings and agreements between SELLER and PURCHASER are merged in this Contract. This Contract completely expresses the full agreement of the Parties and has been entered into after full investigation, neither Party relying upon any statements made by anyone else that are not set forth in this Contract.

CONTRACT OFFER

30. Notwithstanding anything herein to the contrary, it is specifically understood and agreed by the Parties hereto that this Contract constitutes an offer on the part of the PURCHASER, and it shall not be binding upon the SELLER until the SELLER has executed this Contract and a fully executed contract is delivered to the Purchaser's attorney.

PLAIN LANGUAGE

31. The PURCHASER has read this Contract and believes that the language of this Contract is clear and coherent and is a good faith attempt to comply with the Plain Language requirements of General Obligations Law Section 5-702.

COUNTERPARTS & ELECTRONIC SIGNATURE

32. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same Contract. Each party agrees that any electronic signature, including but not limited to, facsimile or "portable document format" (".pdf") form, are intended to authenticate this writing and shall have the same force and effect as a manual signature. Delivery of a copy of this Contract bearing an original or electronic signature by electronic mail or any other electronic means, will have the same effect as physical delivery of the contract bearing an original or electronic signature.

MISCELLANEOUS

33. (a) The possession of the PREMISES shall be delivered by the SELLER to the PURCHASER immediately after the closing of title herein.

(b) Any singular word or term herein shall also be read as in the plural and the neuter and shall include the masculine and feminine gender, whenever the sense of this Contract may require it.

(c) The captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision thereof.

(d) This Contract shall not be binding or in effect until duly executed by both parties and delivered by the SELLER to the PURCHASER'S attorney.

(e) SELLER and PURCHASER shall comply with any Internal Revenue Service reporting requirements, if applicable. This subparagraph shall survive Closing.

(f) Each Party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract. This subparagraph shall survive Closing.

(g) This Contract is intended for the exclusive benefit of the Parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity, nor may this Contract be assigned without the written consent of the parties, unless otherwise provided.

IN WITNESS WHEREOF, the SELLER and PURCHASER have executed this contract to be effective as of the date first mentioned above.

SELLER:

PURCHASER:

VILLAGE OF WARWICK

JEFFREY ALARIO

By: _____
Michael Newhard, Mayor

MARINA ALARIO

Schedule A
Description of PREMISES

See annexed



Reputed Owner: EUBANKS
(deed liber: 4670, page: 141)

Reputed Owner: CORBETT
(liber: 5350, page: 140)

VACANT LOT
TAX LOT 312
AREA = 2.036± acres

Owner: VILLAGE OF WARWICK
(deed liber: 11361, page: 1092)

Survey of Property of
A L A R I O
located in the
Village of Warwick
Orange County

Scale: 1" = 40' Date: 2/2/00
WEE HOWARD LICE

Reputed Owner: QUINN
(1.5205, p. 160)

Owner: GRANEY
(deed liber: 5613, page: 318)

Indemnified person of person of a survey
has taken a survey of the land and
has found it to be correct and
has filed the same with the State Surveyor.

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT (hereinafter referred to as the "Conservation Easement" or "Easement") is made the ____ day of _____, 2024 by and between the **VILLAGE OF WARWICK**, a New York State Municipal Corporation having a mailing address of 77 Main Street, Warwick, NY 10990 (hereinafter the "Grantor") to the **TOWN OF WARWICK**, a New York State Municipal Corporation having a mailing address of 132 Kings Highway, Warwick, NY 10990 (hereinafter the "Grantee").

WHEREAS, Grantor is the owner in fee of certain real property which is located in the Village and Town of Warwick identified on the tax map as Section 205, Block 1, Lot 31.2, situate in the County of Orange, State of New York (the "Property");

WHEREAS, Grantor desires to create and convey a Conservation Easement in favor of the Grantee over the entirety of the Property, as the same is more particularly described on Schedule "A" attached hereto and made a part hereof;

WHEREAS, the Grantee is a New York public body qualified to hold a Conservation Easement in accordance with Environmental Conservation Law Section 49-0305;

WHEREAS, the purposes of the Conservation Easement include, without limitation, conservation and preservation of the Property, with its scenic and other natural resource values; diverse forest types and conditions; open space protection; flood protection; and wetland, riparian and other aquatic habitats;

WHEREAS, the Grantor further intends to convey to the Grantee the right to preserve and protect the conservation values of the Property, subject to the terms and conditions hereof; and

WHEREAS, the Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, terms, conditions and restrictions contained herein and for the sum of Thirty-Three Thousand Seven Hundred Fifty and 00/100 (\$33,750.00) Dollars paid by Grantee to Grantor, receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee, intending to legally bind themselves, their successors, assigns and all other persons claiming by and through them, do hereby grant, covenant, agree and declare as follows:

A. GRANT OF CONSERVATION EASEMENT.

Grantor hereby creates, gives, grants, bargains and conveys to the Grantee a perpetual easement in, to over and across, the Property of the nature and character to the extent hereinafter set forth below.

B. PURPOSE.

It is the purpose of this Conservation Easement to ensure that the Property will be, except as may be provided otherwise herein and subject to the Existing Grants (as defined herein), retained forever in its natural, scenic, open space or as woodland, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will restrict the use of the Property to prohibit those activities defined herein (the "Restricted Activities"), which would interfere with or affect the Conservation Property, and Grantor shall preserve the areas so designated in their natural state. For the avoidance of any doubt, the Restricted Activities shall be subject and subordinate to Grantor's Reserved Rights.

C. RESTRICTED ACTIVITIES.

These Restricted Activities on the Property shall run with the Property in perpetuity, and be binding on Grantor, the Grantee and their respective successors, assigns, lessees, and other occupiers and users. These Restricted Activities are subject and subordinate to Grantor's Reserved Rights and the terms of the Existing Grants. Subject to the foregoing, the Restricted Activities are:

1. General. There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of trash, waste or unsightly or offensive materials; and no alteration of the topography, including removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the Property, none of which of the foregoing would materially affect the Property in any manner, except to the extent the same are necessary in connection with Grantor's Reserved Rights.
2. Waters and Wetlands. In addition to the general restrictions above, within the Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and, no other discharges or activity requiring a permit under applicable water pollution control laws and regulations.
3. Trees/Vegetation. On the Property there shall be no clearing, burning, cutting or destroying of trees or vegetation, except as may be necessary to protect public health and safety; nothing herein will prohibit Grantor from planting additional trees and maintaining the existing trees as Grantor deems appropriate or as may be required pursuant to the Existing Grants, except there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
4. Uses. No commercial, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Property. Notwithstanding the foregoing, nothing herein shall prohibit or restrict the Grantor's right to use, maintain, repair or improve the existing sewage treatment/sewage pump station and their related appurtenances currently located on the Property.

5. Utilities. There shall be no construction or placement of utilities or related facilities (including telecommunication towers and antennas) on the Property, unless approved by the Grantee. Notwithstanding the foregoing, nothing herein shall limit or restrict the use, repair, maintenance and improvement of the Existing Grants located on the Property as of the date hereof.
6. Pest Control. There shall be no application of pesticides or biological controls, including controls of problem vegetation on the Property, unless approved by the Grantee or necessary to protect the public health, safety and welfare. Organic practices shall be followed, unless otherwise required to protect the public health, safety and welfare.
7. Subdivision. There shall be no subdivision of the Conservation Property into parcels or lots, so as to create new parcels, lots or sites with or without access, without approval from the Grantee.

D. RESERVED RIGHTS OF GRANTOR.

Grantor reserves the right to engage in all acts or uses not prohibited by the Restricted Activities which are not inconsistent with the conservation purposes of this grant, the preservation of the Property substantially in its now existing condition, and the protection of its environmental systems. Grantor further reserves the specific right to utilize, improve and maintain any existing water wells/water lines on the Property, any existing sewage pump and/or treatment stations, including any lateral stations, connections and appurtenances on the Property, and the right to install and maintain utility lines (including any third-party rights with respect to the Existing Grants) existing on the Property, without the need for approval from the Grantee.

E. RIGHTS OF THE GRANTEE.

To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantee by this Conservation Easement in perpetuity:

1. The right to preserve and protect the conservation values of the Conservation Property.
2. The Grantee and/or its agents, employees, contractors and designees may enter upon the Conservation Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement, provided that such entry shall be upon prior reasonable notice to Grantor and the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except to the extent necessary to enforce the terms of this Conservation Easement. Notwithstanding, if a violation of the terms of this Conservation Easement has caused or threatens to cause irreparable harm to the values that this Conservation Easement is designed to protect, no such prior notice shall be required.

3. The right to prevent any activity on or use of the Conservation Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
4. To authorize, but not obligate, the Grantee to identify, mark and maintain signage for any of the general boundaries of the Property including the identification of the Grantee as the holder of this Conservation Easement.

F. REMEDIES FOR VIOLATION.

If the Grantee reasonably determines that Grantor is in violation of any of the terms of this Conservation Easement or that a violation is threatened, the Grantee shall give written notice to the Grantor or its successor in interest of such violation and demand corrective action sufficient to cure the violation and, where violation involves injury to the Property resulting from use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured or to cease the threatened activity. If the Grantor or its successor in interest fails to cure the violation within sixty (60) days after receipt of notice thereof from the Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction. If the Grantee, in its sole reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Property, the Grantee may pursue its remedies under this paragraph without prior notice to the Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Notwithstanding the foregoing, nothing herein shall be construed to restrict or diminish Grantor's rights to damages and/or injunctive relief against any third-party that has damaged the Property.

Enforcement of the terms of this Conservation Easement shall be at the reasonable discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Easement in the event of any breach of any terms of this Conservation Easement by Grantor, or its successors and assigns, shall not be deemed or construed to be a waiver by the Grantee of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or any of the Grantee's rights under this Conservation Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

G. ACTS BEYOND GRANTOR'S CONTROL.

Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor, or be construed to be in violation or breach of any provision of this Conservation Easement, or result in any costs or expenses to be incurred by Grantor, its successors or assigns, or lessees (collectively hereinafter the "Grantor Parties") for any injury to or change in the Property resulting from causes beyond Grantor parties control, including, without limitation, actions of third parties including acts of government, fire, flood, storm and natural earth movement or for any action taken by Grantor parties under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes. Notwithstanding anything to the contrary in this paragraph, the Grantee may name the Grantor as a necessary party, with no demand for affirmative relief as against Grantor, when the Town brings an action against others for injury to or change in the Conservation Property resulting from causes beyond Grantor's control.

H. ACCESS.

It is expressly understood and agreed that this Conservation Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property.

I. INDEMNIFICATION.

Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities, including but not limited to injury, losses, damages, judgments, costs, expenses, and fees, that the Grantee may suffer or incur as a result of or arising out of the activities of the Grantor on the Property.

J. CONDEMNATION.

If the Property is taken, in whole or part, by exercise of the power of eminent domain, only the fee owner shall be entitled to compensation in accordance with applicable law.

K. SUBSEQUENT TRANSFERS.

Nothing herein shall limit or restrict Grantor's right to transfer the Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in the Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

L. GENERAL PROVISIONS.

a) Amendment. The Grantor and Grantee may amend this Conservation Easement by mutual agreement in writing, executed by both parties, in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law Section, and which amendment or modification shall be recorded in the Orange County Clerk's office.

b) Severability. Should any part of this Conservation Easement be held contrary to law, the remainder shall continue in full force and effect.

c) Recording. The Grantor shall cause this Conservation Easement to be recorded in the Orange County Clerk's Office.

d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Covenant with the land. The obligations imposed by this Conservation Easement upon Grantor and its successors shall run with the land.

g) Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs and successors, assigns and lessors and shall continue as a servitude running in perpetuity with the Property. The Grantee shall not assign or otherwise transfer any of its interests in the Conservation Easement without the express prior written consent of the Grantor.

h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i) Venue. Venue for any and all litigation brought in connection with this Conservation Easement shall be with the Supreme Court, Orange County, New York, or the Southern District of New York if jurisdiction and venue cannot be secured in Supreme Court, Orange County.

j) Notices. All notices shall be sent by certified or registered mail or by overnight courier. If to the Grantee, to the address of the Grantee listed above unless the Grantee notifies Grantor, consistent with the terms of this grant, of a change of address. If to Grantor, to the Grantor address listed above unless Grantor, notifies the Grantee, consistent with the terms of this grant of a change of address or that the Property is transferred. Upon any transfer of the Property, the Grantor immediately shall provide written notice to the Grantee of the new owner's name and address. This shall be a continuing obligation for each successive transfer of the Property. Upon default of the above, the address for the Grantor will be as contained on the then existing latest completed Assessment Roll.

k) Existing Agreements. This grant is made subject to the existing covenants, conditions, restrictions, easements, leases, agreements of record, etc. as set forth on Schedule "B" attached hereto and made a part hereof (collectively, the "Existing Grants").


[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF the Grantor and Grantee have duly executed this Conservation Easement effective as of the day and year first above written.

VILLAGE OF WARWICK

TOWN OF WARWICK

By: _____
Name:
Title:

By: 
Name: Jesse Dwyer
Title: Superior

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2024 before me, the undersigned a Notary Public in and for said State personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

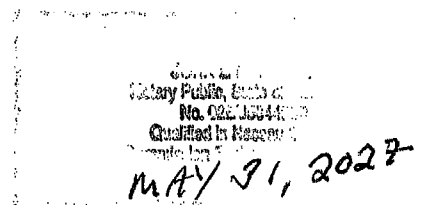
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 1st day of MAY 2024 in the year 2024 before me, the undersigned a Notary Public in and for said State personally appeared Jesse Dwyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC



Schedule "A"
Legal Description of Property

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at the terminus of the westerly line of a Village of Warwick public street known as Robin Brae at a northeast corner of lands now or formerly of Bradner;

RUNNING THENCE along lands now or formerly of Bradner, South 13 degrees 52' 00" West, 96.21 feet to a point at the northeast corner of lands now or formerly of Goodlatte;

THENCE along the lands now or formerly of Goodlatte, South 08 degrees 42' 00" West, 233.40 feet to a point;

THENCE along the same, South 23 degrees 19' 00" West, 70.00 feet to a point;

THENCE along the same, North 77 degrees 07' 00" West, 58.42 feet to a point in the line of lands now or formerly of J. Straton;

THENCE along the lands now or formerly of Straton, South 16 degrees 10' 00" West, 122.00 feet to an iron;

THENCE along the same and lands now or formerly of E.B. Lewis, South 75 degrees 25' 00" East, 209.70 feet to a point in the southwest corner of the lands now or formerly of Fowler;

THENCE along the lands now or formerly of Fowler, North 57 degrees 22' 00" East, 17.21 feet to a point in the centerline of a brook;

THENCE along the centerline of said brook, North 09 degrees 02' 00" East, 4.76 feet to a point;

THENCE along the same, North 07 degrees 48' 00" West, 27.57 feet to a point;

THENCE along the same, North 21 degrees 27' 00" East, 142.16 feet to a point;

THENCE along the same, North 21 degrees 11' 00" West, 27.17 feet to a point;

THENCE along the same, North 01 degrees 25' 00" East, 39.63 feet to a point;

THENCE along the same, North 37 degrees 48' 00" East, 67.43 feet to a point;

THENCE along the same, North 29 degrees 51' 00" East, 100.31 feet to an iron;

THENCE along the same, North 32 degrees 17' 00" East, 49.20 feet to an iron at the southeast

corner of the lands now or formerly of Carl McGrath;

THENCE along the lands now or formerly of McGrath, North 55 degrees 31' 00" West, 180.52 feet to an iron at the southeast terminus of the said Robin Brae (public street);

THENCE along the terminus of the said public street, North 67 degrees 15' 00" West, 50.71 feet to the place of BEGINNING.

EXCEPTING THEREFROM ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at an iron at the most easterly corner of lands now or formerly of Dorothy B. Goodlatte in line with lands of Madison H. Lewis;

RUNNING THENCE along their common line, North 8 degrees 42' 00" East, 233.40 feet to the northeast corner of lands now or formerly of Goodlatte;

THENCE through the lands now or formerly of Madison H. Lewis, South 67 degrees 57' 28" East, 8.22 feet to a corner fence post;

THENCE through the same, South 10 degrees 39' 29" West, 231.61 feet to the place of BEGINNING.

Schedule "B"
Existing Grants

1. Right of Way set forth in Liber 2151, page 338
2. Right of Way set forth in Liber 1357, page 319
3. Utility Agreement set forth in Liber 1256, page 285
4. Dedication set forth in Liber 1311, page 151
5. Dedication set forth in Liber 1387, page 88
6. Dedication set forth in Liber 1910, page 196

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

May 2, 2024

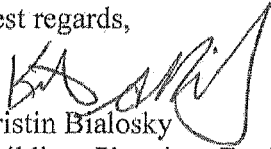
Dear Village Board of Trustees,

I am requesting to propose a modification to the Schedule of Fees for the Change of Use Applications within our Village. Specifically, I recommend adding an Escrow Fee of \$200.00 in addition to the existing permit fee of \$150.00.

I kindly request your consideration of this proposal and the necessary steps for its implementation.

Thank you for your attention to this matter.

Best regards,


Kristin Bialosky
Building, Planning, Zoning and AHDRB Secretary