

STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER—The Seller is Monica Driver & Gwynne Pfeiffer
residing at;

B. PURCHASER—The Purchaser is The Town of Greenwich, 2 Academy Street, Greenwich, NY 12834

2. PROPERTY TO BE SOLD

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as a portion of the property located at 5149 County Route 113, Town of Greenwich, County of Washington and State of New York. This property includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the property. The lot size of the property is approximately 3.25 acres per subdivision map.
Tax Map No(s)

3. ITEMS INCLUDED IN SALE

Awnings
Built in Appliances and Cabinets
Built in Closet Systems
Drapery Rods and Curtain Rods
Electric Garage Door Openers & Remotes
Fencing
Fireplace insert, doors and/or screens
Heating/Central Air
Lighting Fixtures & Paddle Fans
Plumbing Fixtures

Security & Alarm Systems
Shades and Blinds
Shrubs, Trees, Plants
Storm & Screen Doors
Smoke & Carbon Monoxide Detectors
Television Aerials & Satellite Dishes
Wall to Wall Carpeting, as placed
Water Filters & Treatment Systems
Pumps

The items listed above, if now in or on said premises, are represented to be owned by the Seller, free from all liens and encumbrances, and are included in the sale "as is," on the date of this offer, together with the following items: Three buildings currently located on the property, including all contents of said buildings.

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale: NONE

5. PURCHASE PRICE

The purchase price is One Hundred Forty-Nine Thousand Five Hundred Dollars (\$149,500.00). The Purchaser shall pay the purchase price as follows:

\$5,000.00	deposit with this contract and held pursuant to paragraph 16 herein
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\$144,500.00	in cash, Bank or Certified Check at Closing.
\$149,500.00	TOTAL PRICE

6. MORTGAGE CONTINGENCY - NONE

7. MORTGAGE EXPENSE AND RECORDING FEES

The mortgage recording tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. OTHER TERMS (if any) Purchaser and Seller to come to agreement on restrictive covenants to be included in the deed regarding the following: A. The premises will be used for environmental, educational, recreational, historical and cultural purposes; and B. The property will be screened with bushes and trees to minimize noise and disturbances to adjoining property owned by Sellers. Said bushes and trees utilized for this requirement will be of the approved list attached hereto as Schedule A.
- Also, Purchaser shall have 30 days from the date of this contract to satisfy itself that any grant funding to be used for this property is confirmed to be available from the State of New York.

9. TITLE AND SURVEY

A ☒ 40-year abstract of title, tax search and any continuations thereof, or a ☐ updated fee title insurance policy, shall be obtained at the expense of Seller. The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey.

10. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of educational enrichment; also subject to any existing tenancies, any unpaid installments of street or other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

11. DEED

The Property shall be transferred from Seller to Purchaser by means of a Warranty Deed, with Lien Covenant, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted. Deed shall contain restrictive covenants as detailed in paragraph 8.

12. NEW YORK STATE TRANSFER TAX AND MORTGAGE SATISFACTION

The Seller agrees to pay the New York State Real Property Transfer Tax as set by law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.

13. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the

property and income from the property as of the date of transfer of title:

- a. rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- b. taxes, sewer, water rents, and condominium or homeowner association fees.
- c. municipal assessment yearly installments except as set forth in item 11.
- d. fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

14. RIGHT OF INSPECTION AND ACCESS

Purchaser and/or a representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. Purchaser and/or a representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. TRANSFER OF TITLE/POSSESSION

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be on or before May 1, 2017. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties.

16. DEPOSITS

It is agreed that any deposits by the Purchaser are to be deposited with Seller Attorney at Glens Falls National Bank, Greenwich, New York, as part of the purchase price.

If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the Seller Attorney until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price. Any excess of deposit over and above the fee earned will go to the Seller. If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by escrow agent pending a resolution of the disposition of the deposits.

17. TIME PERIOD OF OFFER

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until March 31, 2017 and if not accepted by the Seller prior to that time, then this offer becomes null and void.

18. REAL ESTATE BROKER. NO REALTOR BROUGHT ABOUT THIS SALE The Purchaser and Seller agree that No Realtor was involved in this Sale.

19. ATTORNEYS APPROVAL CLAUSE

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorneys as to all matters contained therein. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies the other attorney in writing, as called for in paragraph 23, of their disapproval of the agreement no later than 3 business days after fully executed contract. If Purchaser's or Seller's attorney so notifies, then this Agreement shall be deemed canceled, null and void, and all deposits shall be returned to the Purchaser.

20. CONDITION OF PREMISES: The buildings on the premises are sold "as is" without warranty as to condition and the purchaser agrees to take title to the buildings "as is" in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title: except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled Uniform Vendor and Purchaser Risk Act, said section shall apply to the contract.

21. INSPECTIONS: NONE

22. ADDENDA AND MANDATED FORMS: The following attached addenda are a part of this Agreement.
None

23. NOTICES

All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; (c) by personal service by such date; or email by such date.

24. ENTIRE AGREEMENT

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located.

TOWN OF GREENWICH

AS PTA
ARIA GAWAK RYAN 4/12/17
Seller Date

By: Sara Solomon 3/30/2017
Purchaser Date

ARIA GAWAK RYAN 4/12/17
Seller Date *AS PTA*

The following is for informational purposes only: PLEASE COMPLETE

Attorney for Purchaser:

Name: Alan Wrigley, Esq.

1 East Main Street

Cambridge, NY 12816

Phone: () - - - - -

Purchaser's Attorney Address:

Attorney for Seller:

Name: Erika Sellar Ryan, Esq.

Kelly & Sellar Ryan PLLC

4 Fisher Street

Greenwich, NY 12834

Phone: () - - - - -

Seller's Attorney Email Address:

Property Tax Identification Number: a portion of tax id #219-1-19.14, Town of Greenwich

Mailing Address of Property to be Sold: 5149 County Route 113, Greenwich, NY 12834

Schedule "A"

Trees and Shrubs for use along property line of Town of Greenwich and Monica Driver/Gwynne Pfeifer

Hope to use only native plants, hardy and deer resistant

To be planted in various groups to look somewhat natural -- not just a straight line of the same tree.

TREES: DECIDUOUS

Oak: Northern Red -- *Quercus borealis(rubra)*

Bur -- *Quercus macrocarpa* -Z3

Maple: *Acer rubrum*

Tulip -- *Liriodendron* -Z4

Yellowwood -- *Cladrestis lutea (C. kentukea)* -Z3

Serviceberry -- *Amelanchier Canadensis* -Z3

TREES: EVERGREEN

Eastern Red Cedar -- *Juniper virginiana* -Z3

White spruce -- *Picea canadensis* -Z2

Eastern white pine -- *Pinus strobus*

Holly -- *Ilex opaca* -Z5 (hardy?)

SHRUBS:

Ilex pedunculosa- Longstalk holly -Z5 (hardy?)

Aesculus parviflora- Bottlebush Buckeye -Z4

ILEX verticillata- winterberry holly

Kolkwitzia -- Beautybush -Z4

Salix discolor - Pussy Willow - Z4

Viburnum cassinoides - Witherod - Z3

V. acerifolium - Mapleleaf - Z4

V. trilobum - American Cranberry - Z4

V. setigerum - Tea - Z5 (hardy?)

Hamamelis virginiana - Witchhazel - Z3



CAPITAL REGION MULTIPLE LISTING SERVICE, INC.

STANDARD FORM CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE



THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER — The Seller is Monica Driver, Gwynne Pfeiffer
residing at _____

(the word "Seller" refers to each and all parties who have an ownership interest in the property).

B. PURCHASER — The Purchaser is Town of Greenwich, New York
residing at _____

(the word "Purchaser" refers to each and all of those who signed below as Purchaser).

2. PROPERTY TO BE SOLD

The property and improvements which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as
5149 County Route 113 located in the city, village
or town of Greenwich in Washington County, State of New York. This property
includes all the Seller's rights and privileges, if any, to all land, water, streets and roads annexed to, and on all sides of the
property. The lot size of the property is approximately +/- 3 acres

3. ITEMS INCLUDED IN SALE

Awnings	Heating/Central Air	Storm & Screen Doors
Built-In Appliances & Cabinets	Lighting Fixtures & Paddle Fans	Storm Windows & Screens
Built-in Closet Systems	Plumbing Fixtures	Smoke & Carbon Monoxide Detectors
Drapery Rods & Curtain Rods	Pumps	Television Aerials & Satellite Dishes
Electric Garage Door Opener(s) & Remote(s)	Security & Alarm System(s)	Wall-to-Wall Carpeting, as placed
Fencing	Shades & Blinds	Water Filters & Treatment Systems
Fireplace Insert, Doors and/or Screen	Shrubs, Trees, Plants	

The items listed above, if now in or on said premises, and owned by the Seller free from all liens and encumbrances, are included in the sale "as is", on the date of this offer, together with the following items: none

4. ITEMS EXCLUDED FROM SALE

The following items are excluded from the sale none

5. PURCHASE PRICE

The purchase price is One Hundred Forty-Five Thousand DOLLARS
(\$ 145,000.00). The Purchaser shall pay the purchase price as follows:

- A. \$ 145,000.00 deposit with this contract and held pursuant to paragraph 16 herein
B. \$ _____ additional deposit on _____
C. \$ 144,999.00 in cash, certified check, bank draft or attorney escrow account check at closing
D. \$ _____

6. MORTGAGE CONTINGENCY

A. This Agreement is contingent upon Purchaser obtaining approval of a ☐ Conventional, ☐ FHA or ☐ VA (if FHA or VA, see attached required addendum) or _____ mortgage loan of \$ _____ for a term of not more than _____ years at an initial ☐ fixed or ☐ adjustable nominal interest rate not to exceed _____ percent. Purchaser agrees to use diligent efforts to obtain said approval and shall apply for the mortgage loan within _____ business days after the Seller has accepted this contract.

Purchaser agrees to apply for such mortgage loan to at least one lending institution or licensed mortgage broker. Upon receipt of a written mortgage commitment or in the event Purchaser chooses to waive this mortgage contingency, Purchaser shall provide notice in writing to _____ of Purchaser's receipt of the mortgage commitment or of Purchaser's waiving of this contingency. Upon receipt of such notice this contingency shall be deemed waived or satisfied as the case may be. In the event notice as called for in the preceding sentence has not been received on or before _____, then either Purchaser or Seller may within five business days of such date terminate, or the parties may mutually agree to extend, this contract by written notice to _____.

Upon receipt of termination notice from either party, and in the case of notice by the Purchaser, proof of Purchaser's inability to obtain said mortgage approval, this agreement shall be cancelled, null and void and all deposits made hereunder shall be returned to the Purchaser.

B. Seller's Contribution: At closing, as a credit toward prepaids, closing costs and/or points, Seller shall credit to Purchaser \$ _____ or _____ % of the ☐ Purchase Price or ☐ mortgage amount.

P 1 of 4
1/1/2010

Purchaser's Initials SK

Seller's Initials MD

GMP

7. MORTGAGE EXPENSE AND RECORDING FEES

The Mortgage Recording Tax imposed on the mortgagor, mortgage and deed recording fees, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage, shall be paid by the Purchaser.

8. OTHER TERMS (if any) property to be sold as is with contents of the buildings to be the responsibility of the purchaser

9. TITLE AND SURVEY

A ☒ 40-year abstract of title, tax search and any continuations thereof, or a ☐ fee title insurance policy, shall be obtained at the expense of ☐ Purchaser or ☒ Seller. (If both boxes are checked, the option of whether an Abstract of Title or fee policy is provided shall be that of the party paying for same.) The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, without cost to Purchaser. The Purchaser shall pay the cost of updating any such survey or the cost of a new survey.

10. CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the property subject to all covenants, conditions, restrictions and easements of record and zoning and environmental protection laws so long as the property is not in violation thereof and any of the foregoing does not prevent the intended use of the property for the purpose of any lawful purposes for the Town of Greenwich; also subject to any existing tenancies, any unpaid installments of street and other improvement assessments payable after the date of the transfer of title to the property, and any state of facts which an inspection and/or accurate survey may show, provided that nothing in this paragraph renders the title to the property unmarketable.

11. DEED

The property shall be transferred from Seller to Purchaser by means of a Warranty Deed, with Lien Covenant, or TBD deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee, or conservator, the deed usual to such cases shall be accepted.

12. NEW YORK STATE TRANSFER TAX, ADDITIONAL TAX AND MORTGAGE SATISFACTION

The Seller shall pay New York State Real Property Transfer Tax imposed by Section 1402 of the Tax Law and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages. If applicable, the Purchaser shall pay the Additional Tax (a/k/a the "Mansion Tax" or "Luxury Tax") imposed by Section 1402-a of the Tax Law on transfers of \$1,000,000 or more.

13. TAX AND OTHER ADJUSTMENTS

The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. Rents and security deposits. Seller shall assign to Purchaser all written leases and security deposits affecting the premises.
- b. Taxes, sewer, water, rents, and condominium or homeowner association fees
- c. Municipal assessment yearly installments except as set forth in item "10"
- d. Fuel, based upon fair market value at time of closing as confirmed by a certification provided by Seller's supplier.

14. RIGHT OF INSPECTION AND ACCESS

Purchaser and/or representative shall be given access to the property for any tests or inspections required by the terms of this contract upon reasonable notice to the Seller or a representative. Purchaser and/or a representative shall be given the right of inspection of the property, at a reasonable hour, within 48 hours prior to transfer of title.

15. TRANSFER OF TITLE/POSSESSION

The transfer of title to the property from Seller to Purchaser will take place at the office of the lender's attorney if the Purchaser obtains a mortgage loan from a lending institution. Otherwise, the closing will be at the office of the attorney for the Seller. The closing will be on or before August 1, 2016. Possession shall be granted upon transfer of title unless otherwise mutually agreed upon in writing signed by the parties. In compliance with regulation 175.23 of the NYS Department of State all real estate brokers involved in the sale are to be provided a copy of the final HUD-1 or closing statement at transfer of title.

16. DEPOSITS

It is agreed that any deposits by the Purchaser are to be deposited with the Listing Broker at TD Bank-Greenwich as part of the purchase price. If the Seller does not accept the Purchaser's offer, all deposits shall be returned to Purchaser. If the offer is accepted by the Seller, all deposits will be held in escrow by the Listing Broker and deposited into the Listing Broker's escrow account in the institution identified above, until the contingencies and terms have been met. The Purchaser will receive credit on the total amount of the deposit toward the purchase price. Broker shall then apply the total deposit to the brokerage fee. Any excess of deposit over and above the fee earned will go to the Seller. If the contingencies and terms contained herein cannot be resolved, or in the event of default by the Seller or the Purchaser, the deposits will be held by the Broker pending a resolution of the disposition of the deposits.

If the broker holding the deposit determines, in its sole discretion, that sufficient progress is not being made toward a resolution of the dispute that broker may commence an interpleader action and pay the deposit monies into Supreme court of the county where the property is located. The Broker's reasonable costs and expenses, including attorney's fees, shall be paid from the deposit upon the resolution of the interpleader action and the remaining net proceeds of the deposit shall be disbursed to the prevailing claimant. In the event the deposit is insufficient to cover the broker's entitlement, the non-prevailing party shall pay the remaining balance.

17. TIME PERIOD OF OFFER

Purchaser and Seller understand and agree that, unless earlier withdrawn, this offer is good until May 2, 2016 a.m. 4:00 p.m. and if not accepted by the Seller prior to that time, then this offer becomes null and void.

18. REAL ESTATE BROKER AND COOPERATING BROKER COMPENSATION

REAL ESTATE BROKER: The Purchaser and Seller agree that Leon H Barkley Barkley Real Estate and Leon H Barkley brought about the sale, and Seller agrees to pay the brokerage commission as set forth in the listing agreement and Purchaser agrees to pay brokers' commission as set forth in the buyer's broker agreement, if applicable.

B. COOPERATING BROKER COMPENSATION: The Cooperating Broker shall be paid n/a % of the purchase price or n/a no later than closing. The amount paid shall be credited to the Purchaser as part of the purchase price and to the Seller as part of the commission due the listing broker. The Cooperating Broker agrees to apply this amount against its commission under any agency agreement with Purchaser. Nothing herein shall be deemed to have altered the agency relationships disclosed.

19. ATTORNEY APPROVAL

This agreement is contingent upon Purchaser and Seller obtaining approval of this agreement by their attorney as to all matters without limitation. This contingency shall be deemed waived unless Purchaser's or Seller's attorney on behalf of their client notifies Leon H Barkley, LLC in writing, as called for in paragraph "23", of their disapproval of the agreement no later than May 13, 2016. If Purchaser's or Seller's attorney so notifies, then this agreement shall be deemed cancelled, null and void, and all deposits shall be returned to the Purchaser.

20. CONDITION OF PREMISES

The buildings on the premises are sold "as is" without warranty as to condition, and the Purchaser agrees to take title to the buildings "as is" in their present condition subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title: except that in the case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled Uniform Vendor and Purchaser Risk Act, said section shall apply to this contract.

21. INSPECTIONS: This agreement is contingent upon all of the following provisions marked with the parties' initials. All those provisions marked with "NA" shall not apply.

Purchaser / Seller (Initial)

NA STRUCTURAL INSPECTION: A determination, by a New York State licensed home inspector, registered architect or licensed engineer, or a third party who is NA or other qualified person, that the premises are free from any substantial structural, mechanical, electrical, plumbing, roof covering, water or sewer defects. The term substantial to refer to any individual repair which will reasonably cost over \$1500 to correct.

The following buildings or items on the premises are excluded from this inspection: NA

NA WOOD DESTROYING ORGANISMS (Pest, Termite Inspection): A determination by a Certified Exterminator or other qualified professional that the premises are free from infestation or damage by wood destroying organisms.

NA SEPTIC SYSTEM INSPECTION: A test of the septic system by a licensed professional engineer, licensed plumber, septic system contractor, County Health Department, or other qualified person indicating that the system is in working order.

NA WELL WATER FLOW AND/OR QUALITY TESTS: (1) A potability water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory, (2) any chemical, metal, inorganic, or other tests as the Purchaser may request, and (3) a flow test to be performed indicating a minimum flow of sufficient quantity to:

- (a) NA obtain mortgage financing on subject property; and/or
- (b) NA to produce NA gallons per minute for NA hours

NA RADON INSPECTION: The Purchaser may have the dwelling located on the property tested by a reputable service for the presence of radon gas. The Seller agrees to maintain a "closed house condition" during the test. "Closed-house condition" shall mean that the Seller shall keep the windows closed and minimize the number of times the exterior doors are opened and the time that they are left open. The Seller agrees to comply with all reasonable requirements of the testing service in connection with the test, provided such compliance shall be at no cost to the Seller. If the test reveals that the level of radon gas is four (4) picocuries per liter or higher, the presence of radon gas shall be deemed grounds for cancellation of the contract.

All tests and/or inspections contemplated pursuant to this paragraph "21" shall be completed on or before NA and at Purchaser's expense, and shall be deemed waived unless Purchaser shall notify NA pursuant to paragraph "23" of this agreement no later than NA of failure of any of these tests and/or inspections. If Purchaser so notifies, and further supplies written confirmation by a copy of the test results and/or inspection report(s) or letter(s) from inspector, then this entire agreement shall be deemed cancelled, null and void and all deposits made hereunder shall be returned to Purchaser or, at Purchaser's option, said cancellation may be deferred for a period of ten (10) days in order to provide the parties an opportunity to otherwise agree in writing.

22. ADDENDA AND MANDATED FORMS: The following attached addenda are a part of this Agreement.

A. NYS Agency Disclosure _____ B. Government Approval Cont. _____ C. Additional notes _____
D. copy of letter of intent _____ E. _____ F. _____

NOTICES

All notices contemplated by this agreement shall be in writing, delivered by (a) certified or registered mail, return receipt requested, postmarked no later than the required date; (b) by telecopier/facsimile transmitted by such date; or (c) by personal delivery by such date.

24. ENTIRE AGREEMENT

This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that the venue for any issues concerning this contract shall be the county in which the property is located.

☐ (if checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED _____

Dated: 4-19-2016 Time 12:45pm

Sara Goleman
Purchaser Town of Greenwich, New York

Purchaser

Selling Broker:
Leon H. Barkley

Dated: 4-22-16 Time _____

Monica Driver
Seller Monica Driver

Seller Gwynne Pfeiffer

Listing Broker:
Leon H. Barkley

The following is for informational purposes only: PLEASE COMPLETE

Attorney for Purchaser:

Name: D. Alan Wrigley

Phone: (518) 677-8819 Fax: (518) 677-8821

Email Address: wrigleylaw@aol.com

Selling Agent:

Name/Firm: Leon H. Barkley, LLC Leon H. Barkley

Phone: _____ Fax: _____

Email Address: _____

Attorney for Seller:

Name: _____

Phone: _____ Fax: _____

Email Address: _____

Listing Agent:

Name/Firm: Barkley Real Estate

Phone: _____ Fax: _____

Email Address: _____

Property Tax Identification Number: 219.-1-19.14 City, Village, Town: Greenwich

Mailing Address of Property To Be Sold: 5149 County route 113, Greenwich, NY 12834

Page 4 of 4

4/1/2016

agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent

works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Leon H Barkley (print name of licensee) of Leon H Barkley LLC (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(☐) Seller as a (check relationship below)

(☐) Seller's agent

(☐) Broker's agent

(☐) Dual agent

(☐) Dual agent with designated sales agent

(☒) Buyer as a (check relationship below)

(☒) Buyer's agent

(☐) Broker's agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

(☐) Advance informed consent dual agency

(☐) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above:

is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) WE acknowledge receipt of a copy of this disclosure form: signature of { ☒ } Buyer(s) and/or { ☒ } Seller(s):

Sara Saleman
Town of Greenwich, New York

Monica Driver
Monica Driver

Gwynne Pfeiffer
Gwynne Pfeiffer

ie: April 19, 2016

Date: 4-22-16