Budget, Finance, & Personnel

RESOLUTION NO. 2016196

RE: AUTHORIZING THE SALE OF PROPERTIES
LOCATED AT: 538 ROUTE 52, TOWN OF FISHKILL,
2755 W. MAIN STREET, VILLAGE OF WAPPINGERS FALLS,
AND 1592 ROUTE 376, TOWN OF WAPPINGER

Legislator FLESLAND, MICCIO, SAGLIANO, and LANDISI offer the following and move its adoption:

WHEREAS, a parcel located in the Town of Fishkill, which is designated as tax map number 133089-6055-15-655308-0000, and a parcel located in the Village of Wappingers Falls, which is designated as tax map number 134601-6158-09-243502-0000, and a parcel located in the Town of Wappinger, which is designated as tax map number 135689-6259-04-530251-0000 (hereafter, the "Properties") are all subject to Dutchess County's 2016 *in rem* foreclosure proceeding to enforce delinquent taxes, and

WHEREAS, the record owners of the Property 133089-6055-15-655308-0000 have failed to pay property taxes since tax levy year 2007; the record owners of the Property 134601-6158-09-243502-0000 have failed to pay property taxes since tax levy year 2007, and the record owners of Property 135689-6259-04-530251-0000 have failed to pay taxes since tax levy year 2006, and

WHEREAS, "Gas Land Petroleum, Inc." desires to assume ownership of these Properties and upon doing so shall put the Properties to public use, and

WHEREAS, Gas Land Petroleum, Inc. shall remediate the Properties which are in a blighted condition, and

WHEREAS, on July 12, 2016, the Dutchess County Supreme Court awarded Dutchess County possession of the aforementioned parcels and directed Dutchess County to execute, record and file a deed to the aforementioned properties, upon which the County of Dutchess shall be seized of an estate in fee simple absolute, and

WHEREAS, Gas Land Petroleum, Inc. shall tender the sum of $75,000.00 and other good and valuable consideration to the Dutchess County Commissioner of Finance for any right, title and interest the County will acquire in and to the above Properties at the culmination of the *in rem* foreclosure proceeding, and

WHEREAS, although Resolution No. 244 of 1997 (Land Disposition Policy) confers upon the former landowner an exclusive right to reacquire the Properties until 5:00 p.m. the night before the *in rem* foreclosure auction, since the record owners

have not paid taxes on the Properties since tax levy years 2006 and 2007 respectively, in this instance the County is desirous of extinguishing the former owners' right to reacquire these Properties following the County's executing, filing and recording a deed to be seized of an estate in fee simple absolute to the Properties, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves and confirms the sale of the aforementioned Properties, transferring ownership of the Properties described herein subject to the contingencies of the contract of sale attached hereto and made a part hereof, and be it further

RESOLVED, that the County Executive is hereby authorized, empowered, and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County a quitclaim deed to Gas Land Petroleum, Inc., upon the County executing, filing and recording a deed to the Properties by reason of its *in rem* foreclosure proceeding, and be it further

RESOLVED, that the record owners' exclusive right to reacquire the Properties, pursuant to Resolution No. 244 of 1997, is extinguished with regard to these Properties.

CA-113-2016
CEN/kvh/sjm/G-1661
07/14/16

Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of August 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of August 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☒ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: Favorable -Parcels will be put back on the tax rolls

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Carmela Morley, Deputy Commissioner Prepared On: 7/15/16

DuL.pdf

PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract is made effective as of the _____ day of March 2016, between COUNTY OF DUTCHESS, a New York municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter the "Seller") and GAS LAND PETROLEUM INC., a domestic business corporation of the State of New York, with offices at 785 Broadway, Kingston, New York 12401 (hereinafter the "Purchaser" or "Purchaser").

RECITALS

WHEREAS, Seller anticipates that it will acquire title through Article 11 of the N.Y.S. Real Property Tax Law to certain parcels of real property described in Schedule "A" which parcels are collectively and separately referred to as "Property" in this contract; and,

WHEREAS, Seller desires to sell the Property and Purchaser desires to purchase the Property, as further set forth in the Contract; and,

WHEREAS, because the Property has been potentially been impacted by petroleum contamination that was not caused by either Seller or Purchaser and, as a result, as it concerns the Seller and the Purchaser only, the Purchaser at its sole cost and expense, as described herein, may have to address issues arising from the pre-existing contaminant conditions, and this obligation does not prohibit the Purchaser from seeking redress from any third party responsible for contamination of the property,

WHEREAS, the Purchaser intends to clean-up the petroleum contamination on the property in accordance with applicable rules and regulations and to redevelop the Property for gasoline/convenient store uses; and the County supports the redevelopment of the Property for gasoline/convenient store uses and,

WHEREAS, upon foreclosure by the Seller pursuant to Article 11 of the Real Property Tax Law and upon simultaneous conveyance to Purchaser, Seller and Purchaser anticipate, but Seller does not warrant or represent, that private liens encumbering the Property will be statutorily extinguished and that Purchaser will hold the property in fee simple absolute free of all prior private liens but subject to those liens, if any, surviving solely by operation of law (e.g. as provided in the RPTL or other statutes); and,

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

CONTRACT

1. **Sale and Purchase of Property.** Subject to the terms, conditions and provisions of this Contract, Seller agrees to sell, transfer, deliver and assign to Purchaser at the Closing, and Purchaser agrees to purchase from Seller at the Closing, all of Seller's right, title and interest in and to the following parcels of land, with any buildings and improvements, free of any encumbrances and liens to the full extent authorized by law and as provided for by RPTL Article 11, as described in Schedule "A" ("**the Property**"):

2. **Purchase Price.**

The total purchase price to be paid (the "Purchase Price") by Purchaser to Seller for the Property is $75,000.00 ($25,000.00 per parcel), payable as follows:

(a) $15,000.00 ($5,000.00 per parcel) on the date of the execution of this contract by to the Dutchess County Commissioner of Finance, as escrow agent (hereinafter the "Escrow Agent"). The Down Payment shall be paid to Seller at Closing, subject to other provisions of this Contract, which sum shall be for the three potential conveyances, and

(b) At the Closing, Purchaser will pay the balance to Seller or its designees by certified check of Purchaser; official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York; or wire transfer of immediately available funds.

3. **Title and Seller's Obligations to Acquire the Property.**

(a) Purchaser, upon delivery by Seller of a fully executed contract, shall have thirty days to undertake an investigation of the condition and circumstances of the Property; if it determines that circumstances disclosed by such investigation make the Property or any one of them not suitable for its business objectives, solely as determined by Purchaser, it may terminate this agreement as to the Property or any one of them and it shall obtain a refund of the purchase price commensurate with such election.

(b) Once Purchaser has waived its rights to terminate this Agreement, to purchase the Property or any one of the parcels, Seller will commence a judicial proceeding for the foreclosure of any tax liens it holds on the Property pursuant to its Land Disposition Policy and Article 11 of the Real Property Law (hereinafter the "RPTL") and will prosecute the same to

judgment in the manner it deems appropriate. Seller agrees to take all ordinary measures to take the proceeding to judgment and to acquire fee title to the Property. Seller will not be obligated to take any extraordinary measures unless Purchaser agrees to reasonably compensate the Seller for the cost of taking such measures.

For the purpose of this Contract, these terms are defined as follows:

"Ordinary measures" shall mean the filling of a foreclosure petition, compliance with all notice requirements, the filing for a default judgment or the filing and prosecuting of a motion for default judgment and obtaining legislative approval, such that title is transferred to the Purchaser. "Ordinary measures" also includes the Seller's defense of any action brought by an owner or lienor in the Supreme Court against the Seller for its failure to comport with the statutory prescriptions of Real Property Tax Law (RPTL) Article 11.

"Extraordinary measures" shall mean any measure not defined as an ordinary measure and specifically includes participation in any contested hearing or proceeding, including an appeal concerning the Seller's failure to comport with the statutory prescriptions of RPTL Article 11, defending motion practice initiated by any party with an interest in the Property; any proceeding in bankruptcy or the appeal of any ruling, order, decision or judgment. However, before exercising its rights to not proceed with extraordinary measures, it will meet with Purchaser and determine

whether it will proceed under conditions mutually satisfactory to the parties.

Upon an award of a final judgment of foreclosure and obtaining fee title to the Property free of all encumbrances and liens to the full extent of the law and as provided for by RPTL Article 11, and subject to a resolution by the County Legislature approving the conveyances, the enforcing officer or authorized person of the Seller will execute a deed in favor of the Seller as required by the RPTL. Seller then will promptly prepare a quitclaim deed to convey the Property to the Purchaser. However, if in the opinion of a title abstract company or title company, such proceedings have failed to remove liens which would constitute an objection to title for purposes of insuring title, Purchaser shall have the option of rejecting title to such Property.

(c) Seller will be relieved of any obligation under this Contract as to any individual parcel if that parcel comprising the Property is redeemed within the redemption period or if the Seller is required to take extraordinary measures in order to secure a final judgment and the Purchaser elects not to pay for the taking of such measures.

(d) Purchaser may, at its option, purchase title insurance for the Property. Notwithstanding, it is specifically understood and agreed that this Contract and the parties' obligations hereunder are not contingent upon same. However, Seller agrees to cooperate with the Purchaser's title insurance company and to make all public records concerning the foreclosure promptly available.

(e) In the event that a proceeding is commenced to set aside the deed given to Purchaser which challenges whether the foreclosure proceeding was regular and in accordance with all provisions of law relating thereto, Purchaser agrees either to defend such proceeding or

pay Seller's reasonable legal fees to do so, such measure deemed to be an extraordinary measure as previously defined in this agreement unless such proceeding to set aside is premised on an error or omission of the Seller in obtaining judgment. In the event the Purchaser defends such proceeding, Seller agrees to cooperate fully with the Purchaser.

In the event that the transfer of fee title to the Property is set aside by a final order, Seller shall return all funds paid by Purchaser to Purchaser within 30 days of the entry of a final judgment setting aside the foreclosure providing that such judgment is not stayed pending appeal. In the event that either party chooses to appeal any such judgment, it may do so and, if successful, the Purchaser agrees to re-pay the funds that were returned and close on the property.

This provision will survive the Closing and will constitute continuing obligations of the Seller and Purchaser.

4. **Purchasers Contingencies**. At the time of closing, as determined by Purchaser, the use of the property for gasoline stations/convenient stores in the manner contemplated by Purchaser shall be permitted under local laws and other applicable laws, ordinances and regulations. Purchaser shall be permitted to consider all regulations, including but not limited to bulk storage regulations and conformity with any land use standards, in making such evaluation as to whether its contemplated use is permissible.

Purchaser shall have satisfied itself as to the risk and scope of liability issues associated with off-site contamination claims such that Purchaser is satisfied as to the acceptability of any such risks. Purchaser has determined that the cost of remediation for any one parcel will not exceed $350,000.00 and the cumulative cost for all parcels will not exceed that amount times the number of parcels for which a remediation expense will be incurred..

5. **Closing**. This Contract shall be closed in the following manner:

(a) Closing Date. The "Closing Date" shall be a date selected by Purchaser to be no later than five (5) business days after Purchaser receives written notice of the issuance of a final judgment of foreclosure awarding Seller fee title to the Property, free of all encumbrances and liens to the full extent of the law and as provided for by RPTL Article 11. The Closing will take place at the Dutchess County Department of Law, 22 Market Street, Poughkeepsie, New York 12601. Seller will transfer title to the Property at closing,(hereinafter the "Closing"), by Quitclaim Deed, which shall contain a description of the property solely by tax map number.

(b) Additional Conditions. The Quitclaim Deed shall contain the following provisions:

(i) Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein;

(ii) The Quitclaim Deed to Purchaser will be recorded in the Dutchess County Clerk's Office as soon as practicable after the Closing. Either party will have the right to record the Quitclaim Deed.

(c) Seller's Deliveries at Closing. At the Closing, Seller will deliver to Purchaser the following:

(i) The Quitclaim deed and such other documents and instruments as may be required under New York law in order to record the deed (i.e. N.Y.S. TP-584 form and RP-5217 form).

(d) Purchaser's Deliveries at Closing. At the Closing Purchaser will deliver or cause the Escrow Agent to deliver to Seller the following:

(i) A 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 for any/all additional amounts due to Seller hereunder.

(ii) A corporate guarantee required pursuant to paragraph 7 of this Contract.

(iii) Such other documents and instruments as may be required hereunder or that are otherwise necessary for the Closing.

(e) Costs.

(i) Purchaser shall pay the premiums and expenses for the fee title insurance and all costs relating to any financing of the purchase. Each party shall pay for its own attorney fees.

(ii) Unless exempted by statute, Seller shall be solely responsible for all New York State transfer taxes or other taxes and charges imposed by law on the Seller and will pay the same. The Seller and Purchaser shall execute and submit, in accordance with applicable law, any and all documentation, including without limitation, the New York State Transfer Tax Return, necessary to establish any exemption.

(f) Tax and Utility Prorations. Taxes, water and sewer charges, special district annual charges shall be apportioned as of midnight of the day before the Closing Date and Purchaser shall pay any of those taxes which are attributable to that period of time commencing with Closing. If the amount of such taxes is not known at the Closing Date, such taxes shall be apportioned on the basis of the taxes assessed for the preceding tax year with reapportionment as soon as the new tax rate and valuation can be ascertained.

6. **Remediation Work.** Purchaser agrees that within three (3) months after transfer of title, it will enter into an agreement, if required and necessary, with the New York State Department of Environmental Conservation (hereinafter "DEC") to remediate the contamination on the Property or, if authorized, commence remediation of the contamination without an agreement if such an agreement is deemed unnecessary. Any active remediation on the Property will be completed no later than 24 months after transfer of title and such completion of active remediation will be evidenced by documentation provided by DEC or a licensed environmental professional in the event that the DEC is not overseeing the remediation. The term "active remediation" shall not include monitoring of groundwater or post-remediation institutional control conditions. Purchaser shall be solely responsible for the costs of any post-remediation monitoring. It is agreed and understood by the Seller that Purchaser is not agreeing to implement, nor does this contract require, any remediation of contamination that may have migrated off

the Property nor is Purchaser responsible under this contract for such off site contamination unless resulting from its acts subsequent to conveyance.

These deadlines may be extended upon a showing of good cause by the Purchaser. The Seller will not unreasonably withhold its consent for such an extension.

This provision will survive the Closing and will constitute a continuing obligation of the Purchaser.

7. "AS-IS" Sale. The Property is sold "As Is". Acceptance of the Property shall be acceptance of the condition of the Property whether known or unknown.

(a) Seller will take no steps to change the condition of the Property following execution of the Contract. In no event shall it be required to take any steps which will result in the potential incurrence of liability, cost or expense under the Environmental Conservation Law, the Navigation Law or any other federal, state or other statute. Purchaser is entering into this Contract based solely upon such inspection and investigation as it has undertaken and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Property given or made by Seller or its representatives, and shall accept the same "as is" in the condition and state of repair at the time of the Closing, without any reduction in the Purchase Price or claim of any kind.

(b) The Property shall be delivered to Purchaser at the Closing subject to possession by any/all prior owners and/or occupants that actually occupy

the Property at the time of Closing. Any/all evictions shall be the obligation of the Purchaser after closing.

8. Purchaser's Indemnification and Insurance.

(a) Purchaser acknowledges that there may be a subsurface contaminant condition caused by past discharges of petroleum and/or petroleum constituents at the Property. Purchaser shall be solely responsible for any necessary investigation and remediation of such contamination on the Property. Moreover, Purchaser shall defend and indemnify the Seller with regard to any and all claims arising from the presence of such contamination at or migrating from the Property and shall hold Seller harmless for any such claims. In the event that a claim is made against Seller, the Seller shall notify Purchaser of the claim and shall cooperate with the Purchaser with regard to Purchaser's duty to defend and indemnify the Seller.

(b) Purchaser shall also deliver to the Seller at the Closing a written guarantee executed by all its principals in their personal capacity that provide the same commitments made by Purchaser in paragraph 7 (a) of the Agreement.

9. **Escrow Provision**.

(a) The Down Payment made hereunder shall be held by the Dutchess County Commissioner of Finance as the Escrow Agent until such time as the same may be released under the terms of this Contract.

(b) Escrow Agent shall not be liable for its faithful performance hereunder, and Seller and Purchaser shall hold Escrow Agent harmless, and indemnify it for any costs or losses on account of such faithful performance, which shall include any legal or court costs Escrow Agent may incur in defending itself on account of the application of said Down Payment pursuant to this provision. Upon a dispute, the Escrow Agent may deliver the Down Payment to the New York State Supreme Court, Putnam County pending resolution of the dispute and, upon such transfer of the Down Payment, the Escrow Agent shall be released from any and all obligations and liability under this Contract.

(c) Escrow Agent shall hold the Down Payment for Seller's account in Escrow in an FDIC insured account until such Down Payment may be released under the terms of this Contract. At Closing, unless sooner released pursuant to this Contract, the Down Payment shall be paid by Escrow Agent to Seller as provided in this contract together with any interest earned thereon and the total amount shall be credited against the Purchase Price. If for any reason Closing does not occur to the extent Down Payment remains in escrow and either party gives notice to Escrow Agent demanding payment of the Down Payment, Escrow Agent shall promptly give notice to the other party of such demand. If Escrow Agent does not receive notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such notice by

Escrow Agent, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive notice of objection within such ten (10) business day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount still retained until directed by notice from the parties to this Contract or until receipt of a final, non-appealable judgment, order or decree of a court. However, Escrow Agent shall have the right at any time to deposit the remaining Down Payment, if any, with interest thereon with the clerk of a court in Putnam County and shall give notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this Section, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(d) The parties acknowledge that Escrow Agent is holding the Down Payment as provided in this Contract to the extent so provided, and that Escrow Agent is acting solely as a stakeholder at their request and for their convenience and that Escrow Agent shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrow Agent. Seller and Purchaser equally, jointly and severally agree to defend, indemnify and hold Escrow Agent harmless for and against all costs, claims and expenses (including reasonable attorneys'

fees) incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to action or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrow Agent.

(e) Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

(f) Escrow Agent acknowledges receipt of the Down Payment by check subject to collection and Escrow Agent's agreement to comply with the provisions of this Contract by signing in the place indicated on the signature page of this Contract.

10. Casualty.

Risk of loss pursuant to Section 5-1311 of the N.Y.S. General Obligations Law shall be borne by the Purchaser. As this sale is primarily one of the sale of vacant, contaminated land, Purchaser shall not be entitled to cancel the Contract or a reduction in the purchase price in the event of a fire or other casualty affecting improvements on the Property.

11. Representations of Seller. Seller represents and warrants to Purchaser as follows:

(a) Seller has full power to carry out the transactions provided for in this Contract; the execution and delivery of this Contract by Seller and the consummation by Seller of the transactions contemplated herein have been duly and validly authorized, and this Contract constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) There are no other tax districts (as that term is defined in Article 11 of the Real Property Tax Law) that have tax liens on the Property.

(c) Seller shall provide fee title to Purchaser free of encumbrances and liens to the full extent provided for by law and the provisions of RPTL Article 11..

12. **Representations of Purchaser.** Purchaser represents as follows:

The foregoing representations are true as of the date hereof and will be true as of the date of the Closing.

(a) Purchaser has full power to carry out the transactions provided for in this Contract, the execution and delivery of this Contract by Purchaser and the consummation by Purchaser of the transactions contemplated herein has been duly and validly authorized by all necessary action on Purchaser's part, and this Contract constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

Neither the execution and delivery of this Contract, nor the consummation by Purchaser of the transactions contemplated hereby, nor compliance by Purchaser with any of the provisions hereof will (i) violate any of its constituent documents, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Purchaser or any of its assets or properties.

(b) No consent of any governmental agency or authority is required for the execution of this Contract by Purchaser and the consummation of the transaction contemplated herein, except as otherwise provided in this Contract.

(c) Purchaser is not a party to any bankruptcy or similar proceeding, nor are there any other matters pending which would affect Purchaser's ability to purchase the Property as provided herein.

(d) Prior to the Closing Purchaser shall inspect the Property fully and completely at its own expense and shall have satisfied itself with respect to the condition and operation of the Property and the information contained in all public records and all other documents.

13. Commissions. Each party represents and warrants that it has not engaged or dealt with any broker, finder or any other person or agent who would be entitled to any commission or finder's fee in connection with the execution of this Contract or the consummation of the transactions contemplated. Each party agrees to indemnify and hold the other party harmless from and against all loss or damage, including reasonable attorneys' fees, arising out of the breach of the representations made by the indemnifying party.

14. Default of Seller/Default of Purchaser.

(a) If Seller defaults hereunder or is otherwise unable to transfer title to Purchaser in accordance with this Contract, Seller's sole liability shall be to refund the Down Payment paid on account of this Contract, without interest. Upon such refund and payment this Contract shall be considered cancelled, and neither Seller nor Purchaser shall have any further rights against the other.

(b) If Purchaser defaults hereunder (including any default of its obligations post-closing), in addition to any other remedies Seller may have at law or equity, the parties agree that, as an essential term, Seller is entitled to specific performance of this Contract.

15. **Interpretation**. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Contract. Where appropriate, references to one gender will be deemed to include any other gender and references to the singular or the plural will be deemed to include either the singular or the plural.

16. **Extensions**. Any extension of time granted for the performance of any obligation under this Contract will not be considered an extension of time for the performance of any other obligation.

17. Severability. Unenforceability for any reason of any provision of this Contract will not limit or impair the operation or validity of any other provision of this Contract.

18. Exhibits and Recitals. Each Exhibit attached to this Contract and each recital is incorporated and made a part of this Contract by this reference.

19. Notices. All notices, demands, requests and other communications required or permitted hereunder will be effective when reduced to writing and either delivered personally or sent first class, U.S. postal service mail, which shall be deemed delivered, the third business day following mailing, to the appropriate party at the following addresses unless and until a different address has been designated by written notice to the other party as provided herein:

If to Purchaser:

Gas Land Petroleum, Inc.
785 Broadway
Kingston, New York 12401

with a copy to:

Corbally, Gartland and Rappleyea, LLP
35 Market Street
Poughkeepsie, New York 12601
Phone: (845) 454-1110
Fax: (845) 454-4857

If to Seller:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Telephone: (845) 486-2110
Fax: (845) 486-2002

Escrow Agent:

Dutchess County Commissioner of Finance
22 Market Street
Poughkeepsie, New York 12601
Telephone: (845) 486-2025
Fax: (845) 486-2198

Any notice hand delivered will be deemed given on the date of delivery. Any notice sent by overnight courier will be deemed given one (1) day following the date such notice was properly deposited, prepaid, with such courier for delivery the following day. The party providing such notice will use its best efforts to concurrently send a copy thereof by facsimile to the facsimile number set forth above or to such other facsimile number as has been designated by written notice as provided herein. Notices may be sent by the parties or by their counsel on their behalf.

20. **Entire Contract**. This Contract represents the entire Contract among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties concerning the same. No provision of this Contract will be waived or altered or otherwise amended except pursuant to an instrument in writing signed by the party to be charged and no consent to any departure by any party from the provisions of this Contract will be effective except pursuant to an instrument in writing signed by the party who is claimed to have so consented and then such consent will be effective only in the specific instance and for the specific purpose for which given.

21. **Additional Instruments**. The parties will cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required, or as a party may reasonably deem desirable, to effectuate the provisions of this Contract.

22. Binding Effect. This Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may assign the Contract to one or more entities in which it holds the equity interests or to one or more affiliates of Purchaser or to any entity in which an affiliate of Purchaser holds such interest. In addition Purchaser may designate the name of the entities to take title at closing. Any other assignment shall be subject to Seller's prior written consent which shall not be unreasonably withheld or delayed.

23. Applicable Law. This Contract will be governed by and construed in accordance with the laws of the State of New York. Venue shall be Dutchess County, New York. The parties hereby agree to waive the right to a trial by jury.

24. Captions. The captions of the Sections of this Contract are inserted for convenience only and will not control or affect the meaning or construction of any provisions hereof.

25. Counterparts. This Contract may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one Contract.

26. Authority. Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Contract in the capacity set forth beneath his or her signature.

27. Survival. None of the contract provisions shall survive closing unless specifically stated herein.

28. Execution. Delivery of a draft of this Contract by Seller to Purchaser shall not be deemed an offer to sell and this Contract shall not be binding upon Seller until a fully executed original has been delivered to Purchaser.

29. Discontinuance. Upon tender of a deed in accordance with the terms of this contract, purchaser will deliver in a form suitable for filing a discontinuance from James Nesheiwat of an action commenced under clerk's minutes 2015/50753.

IN WITNESS WHEREOF, the parties have executed this Contract effective as the day and year first written above.

APPROVED AS TO FORM:

James M. Fedorchak
County Attorney

"Seller"
COUNTY OF DUTCHESS

By: _____
Marcus Molinaro, County Executive

William F.X. O'Neil
Deputy County Executive

"Purchaser"
GAS LAND PETROLEUM, INC.
a New York corporation

By: _____
Zeiden Nesheiwat, Vice President

"Escrow Agent"
DUTCHESS COUNTY COMMISSIONER OF FINANCE

By: _____
Heidi Seelbach, Commissioner of Finance

SCHEDULE "A"

ADDRESS	PARCEL #
538 Route 52, Fishkill, NY	133089-6055-15-655308-0000
755 W. Main Street, Wappingers Falls, NY	134601-6158-09-243502-0000
1592 Route 376, Wappingers Falls, NY	135689-6259-04-530251-0000