

CITY OF SARATOGA SPRINGS
CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made on _____, 2015, by and between THE CITY OF SARATOGA SPRINGS, a municipal corporation with offices located at City Hall, 474 Broadway, Saratoga Springs, NY, hereinafter referred to as "City" and RYAN A. BERRY and PAVLA BERRY, jointly as individuals residing at 17 Walnut Street, Saratoga Springs, New York 12866, hereinafter referred to as "Purchasers",

WITNESSETH:

Said premises are known as a portion of Cedar Alley. See the attached Schedule A – Survey, hereinafter referred to as "Schedule A", for exact metes and bounds.

The City finds, following review and recommendation from its Real Estate Committee and due consideration from its City Council, that the sale of the abovementioned property to the Purchasers is in the public interest and does not divest the City of any real property or of any right, title or interest therein that is or reasonably may be necessary for public purposes.

NOW THEREFORE, in consideration of the premises and the obligations of the City and the Purchasers as set forth herein, the parties do hereby covenant and agree with each other as follows:

PURCHASE PRICE. Subject to the terms, covenants and conditions of this agreement, the City will sell the property to the Purchasers and the Purchasers will purchase the property from the City and pay therefore the amount of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) for a portion of property currently known as Cedar Alley with further description provided in the attached Schedule A, and paid in certified funds in a manner approved by the City, simultaneously with the delivery of the deed.

1. **FORM OF DEED.** The City shall convey the property to the Purchasers by quit claim deed.
2. **CONDITION OF PROPERTY.** The Purchasers agrees to purchase the property in "AS IS" condition, with all faults. The City makes no warranty or representation of any kind, express or implied, about the property's condition or its suitability for any particular purpose.
3. **APPOINTMENT OF TAXES.** The Purchasers shall be responsible for the payment of any and all taxes, fees and charges due on the property from the date of delivery of the deed.
4. **COMPLIANCE WITH LAWS.** No part of this sale, including but not limited to the conveyance of the deed, shall relieve or release the Purchasers from their obligation to comply with all laws, rules, ordinances and regulations enacted by the City or by any governmental authority.

5. RECORDING COSTS. The Purchasers shall promptly file and record the deed with the Saratoga County Clerk's Office, and shall be responsible for the payment of any and all fees, taxes and other charges relative to the filing and recording.

6. ENTIRE AGREEMENT. This agreement contains all representations of and between the City and the Purchasers. There are no promises, agreements, terms, conditions, warranties, representations or statements other than those contained herein. This agreement shall bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. This agreement may not be assigned by the Purchasers without written consent of the City.

IN WITNESS WHEREOF, the City and the Purchasers have signed this Contract on the dates indicated.

Dated: _____

CITY OF SARATOGA SPRINGS
By: Joanne D. Yepsen, Mayor

Dated: _____

By: RYAN A. BERRY , Purchaser

Dated: _____

By: PAVLA BERRY , Purchaser

Per City Council Approval _____

STATE OF NEW YORK)
) SS:
COUNTY OF SARATOGA)

On this _____ day of _____ 2015, before me, the subscriber, personally appeared JOANNE D. YEPSER, to me known, who, being by me duly sworn, did depose and say that she resides in Saratoga Springs, that she is the mayor of the City of Saratoga Springs, New York, the corporation described in, and which executed, the within instrument; that she knows the seal of the said corporation; that the seal affixed hereto is such corporate seal; that is was so affixed by authorization of the City Council of the City of Saratoga Springs, and that she signed her name thereto by like authorization.

Notary Public

Commission Expires

STATE OF NEW YORK)
) SS:
COUNTY OF SARATOGA)

On this _____ day of _____ 2015, before me, the undersigned, personally appeared RYAN A. BERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Commission Expires

STATE OF NEW YORK)
) SS:
COUNTY OF SARATOGA)

On this _____ day of _____ 2015, before me, the undersigned, personally appeared PAVLA BERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Commission Expires