

RESOLUTION

(Purchase of Real Property at 59 North Putt Corners Road, New Paltz, New York)

At a meeting of the Town Board of the Town of New Paltz, Ulster County, New York, held at the Town Hall, in New Paltz, New York, in said Town on the ____ day of _____, 2019, at _____ o'clock P.M., Prevailing time.

The meeting was called to order by Supervisor Bettez, and upon roll being called, the following roll was taken:

	<u>PRESENT</u>	<u>ABSENT</u>
Supervisor Neil Bettez	_____	_____
Council Member David Brownstein	_____	_____
Council Member Daniel Torres	_____	_____
Council Member Marty Irwin	_____	_____
Council Member Julie Seyfert-Lillis	_____	_____

The following resolution was offered by Council Member _____ who moved its adoption, seconded by Council Member _____, to wit:

WHEREAS, Samir Ramic and Dushka Ramic are the owners of approximately 14.3 acres of lands, together with a commercial building consisting of approximately 9,400 square feet located at 59 North Putt Corners Road, New Paltz, New York 12561 (the "Premises") bearing Town of New Paltz tax identification number S-B-L: 86.8-6-21; and

WHEREAS, the Premises is centrally located within the Town of New Paltz and so situated and configured to adequately meet the present and future needs of the town with respect to its police and judicial officers, clerical and administrative staffs, offices and services; and

WHEREAS, the Town Board of the Town of New Paltz desires to acquire such Premises for the purposes of providing for such present and future needs; and

WHEREAS, after due consideration of appraisals of the Premises conducted by qualified consultants of the Town, current market forces and other relevant factors the aforesaid owners of the Premises and the Town Board have determined a fair and reasonable purchase price to be paid for the property is \$1,325,000.00, same to be financed through the issuance of serial bonds of the Town and/or bond anticipation notes issued in anticipation of the issuance of such serial

bonds, in the aggregate principal amount not to exceed \$1,670,000.00 in order to finance the costs of the acquisition of such Premises and to pay all reasonable acquisition costs and any preliminary and incidental expenses associated therewith, including all professional engineering, legal and other consultants' fees and expenses (hereinafter referred to as the "Acquisition Phase"); and

WHEREAS, as part of the "Acquisition Phase," the Owners and the Town Board have negotiated to include within the contract terms the leaseback of the Premises to the sellers from and after the date of the transfer of title to the Town under a written lease containing all essential terms, including the payment to the Town of net monthly rent in the amount of \$4,000.00, said lease to continue to and including the 30th day of April, 2020 to permit the Owners to wind down the business of the Owners currently being conducted upon and within the Premises and to permit sufficient time for the Town to make all necessary inspections of the Premises in preparation for renovations and improvements required to be made to the lands and building comprising the Premises to meet the needs of the Town as set forth above; and

WHEREAS, after due consideration of estimates received from qualified consultants of the Town, current market forces and other relevant factors the Town Board has determined that the costs and expenses to be expended following the acquisition of the Premises for construction, renovations and improvements to the Premises necessary for its intended use, including but not limited to inspections, design, engineering, legal, financing, bidding and construction costs, expenses and services is estimated to be the amount of \$6,330,000.00, same to be financed through the issuance of serial bonds of the Town and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, pursuant to the Local Finance Law in order to finance the costs of the construction, renovations and improvements to such Premises and to pay all reasonable costs and any preliminary and incidental expenses associated therewith, (hereinafter referred to as the "Construction Phase"); and

WHEREAS, in considering to enter into the within resolution, the Town Board finds and determines that the maximum amount proposed to be expended for both the "Acquisition Phase" and the "Construction Phase" is the sum of \$8,000,000.00, same to be financed through the issuance of serial bonds or the Town and/or bond anticipation notes issued in anticipation of the issuance of such serial bonds, pursuant to the Local Finance Law

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of New Paltz, pursuant to, and in accordance with, the provisions of Section 617.6 (Initial Review of Actions and Establishing Lead Agency) of the New York State Environmental Quality Review Regulations (6 NYCRR part 617), the Town Board hereby designates itself lead agency to determine all environmental questions and issues with respect to the proposed action to which this resolution applies; and it is further

RESOLVED, that the Supervisor of the Town of New Paltz (the “Supervisor”) is hereby authorized to execute and acknowledge on behalf of the Town a Contract of Sale between Samir Ramic and Dushka Ramic, as Seller, and the Town of New Paltz, as Purchaser, in the form attached to this resolution, a copy of which said Contract of Sale is on file and available for inspection at the Office of the Clerk of the Town of New Paltz, 52 Clearwater Road, New Paltz, New York during regular business hours; and it is further

RESOLVED that the supervisor is hereby authorized to sign on behalf of the town such other and further instruments as are necessary to give full force and effect to the purposes and intents of this resolution.

The foregoing resolution is subject to permissive referendum and shall not be final until the passage of thirty (30) days from the date hereof, or after an election, if such is the subject of a petition, under Town Law Sections 82 and 90, in connection with this resolution, and the Town Clerk shall publish and post this resolution, or an abstract thereof, along with a notice, within ten (10) days in accordance with Town Law.

<u>VOTE</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
Supervisor Neil Bettez	_____	_____	_____
Council Member David Brownstein	_____	_____	_____
Council Member Daniel Torres	_____	_____	_____
Council Member Marty Irwin	_____	_____	_____
Council Member Julie Seyfert-Lillis	_____	_____	_____

The resolution was thereupon duly adopted, subject to permissive referendum.

EXHIBIT A

A copy of the Contract of Sale and of the proposed Lease attached to the original resolution are on file and available for inspection at the Office of the Clerk of the Town of New Paltz, 52 Clearwater Road, New Paltz, New York during regular business hours

CONTRACT OF SALE

AGREEMENT made as of the ____ day of _____, 2019 between

SAMIR RAMIC and DUSHKA RAMIC,
Address: 49 Morning Star Road, New Paltz, New York 12561,
hereinafter called "SELLER"

and

THE TOWN OF NEW PALTZ, a governmental subdivision with offices for the transaction of business located at 52 Clearwater Road, P.O. Box 550, New Paltz, Ulster County, New York 12561

hereinafter called "PURCHASER."

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 59 North Putt Corners Road, New Paltz, Ulster County, New York

Tax Map Designation: 86.8-6-21

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including 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 shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, switch plates and door hardware, pumps and built-ins not excluded below (*strike out inapplicable items*).

Excluded from this sale are personal and business furniture, fixtures and equipment represented as owned by the Seller.

3. **Purchase Price.** The full price is \$1,325,000.00

Payable as follows:

On the signing of the binder \$ -0-

On the signing of this Contract to be held
in escrow by the Attorney for the SELLER \$ -0-

At the Closing \$1,325,000.00

4. **Acceptable Funds.** All monies payable under this Agreement, unless otherwise specified, shall be either:

- a. Cash, but not over ONE THOUSAND (\$1,000.00) DOLLARS, or
- b. Good certified check, or official check of any local bank, trust company, or savings and loan association, payable to the order of the PURCHASER and duly endorsed by PURCHASER to the order of the SELLER in the presence of the SELLER or SELLER'S attorney, or
- c. As otherwise agreed to in writing by SELLER or SELLER'S attorney, or PURCHASER'S check issued by PURCHASER in an amount not to exceed Five Hundred (\$500.00) Dollars.

5. **Form of Deed.** The form of deed to be delivered at the CLOSING is BARGAIN & SALE-Covenant Against Grantor with Lien Covenant.

6.1 **Property Condition, Title and Environmental Review.** (a) In entering into this agreement, the Seller and Purchaser acknowledge and represent that this contract and the obligations on the part of the Purchaser hereunder are expressly conditioned upon the subsequent adoption by the Town Board of the Town of New Paltz following notice and a public hearing pursuant to Town Law, §220 and related requirements of the General Municipal Law of a resolution, subject to a permissive referendum pursuant to the provisions of Town Law, Article 7, authorizing the supervisor of the Town of New Paltz to enter into the within contract, which said resolution shall be posted and published within ten (10) days after its adoption and shall not be effective for thirty

(30) days following its adoption; and further contingent upon such resolution becoming final and non-appealable;

(b) In the event that the Town Board of the Town of New Paltz adopts a resolution to enter into the within contract and to complete the sale, the Seller and Purchaser further agree that this contract and the obligations on the part of the Purchaser hereunder are expressly conditioned upon the Purchaser determining to Purchaser's satisfaction, within (60) days from and after the date of adoption of Purchaser's resolution to enter into the within contract, all issues associated with the Purchaser's ability to obtain all federal, state and local administrative and municipal zoning, planning, financing and other development approvals, including but not limited to Purchaser's ability to obtain in the future all necessary zoning, site plan and other approvals from the appropriate municipal agency, board, body and governmental official having jurisdiction for Purchaser's intended use of the premises for municipal purposes. Seller shall reasonably cooperate with Purchaser to obtain and to provide all information, studies, surveys, tests or other inspections reasonably necessary to comply with this contingency;

(c) In the event that the Town Board of the Town of New Paltz adopts a resolution to enter into the within contract and to complete the sale, the Seller and Purchaser further agree that this contract and the obligations on the part of the Purchaser hereunder are expressly conditioned upon the completion by Purchaser of all necessary proceedings for the final and non-appealable issuance of serial bonds and/or notes for the acquisition of the Premises, the proceedings for which shall be initiated within (60) days from and after the date of adoption of Purchaser's resolution to enter into the within contract;

(d) In the event that the Town Board of the Town of New Paltz adopts a resolution to enter into the within contract and to complete the sale, Purchaser shall promptly thereafter order an examination of the title in respect of the premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company and shall cause a copy of the title report and of any additions thereto to be delivered to the attorney for the Seller promptly following receipt. Delivery of such title report to the attorney for the Seller shall constitute notice to Seller of any of Purchaser's objections to title;

(e) In the event that the Town Board of the Town of New Paltz adopts a resolution to enter into the within contract and to complete the sale, the parties agree that the Seller, upon reasonable advance notice from Purchaser shall permit access at reasonable times and reasonable hours to Seller's lands and building by Purchaser, its agents, employees, engineer, architects,

environmental advisors and other consultants, for the conduct of inspections and other investigations as the Purchaser deems appropriate to determine the structural condition of the building to be conveyed and the condition of the services and systems servicing same as well as the environmental and other physical condition of the premises, including the conduct at the premises of any environmental audits and other soil disturbance or non-disturbance testing for the purpose of the Purchaser completing any environmental review including environmental reviews associated with determination of significance under the New York State Environmental Quality Review Act (SEQRA). Such tests, inspections and other investigations shall be completed by Purchaser within sixty (60) days next following the adoption by Purchaser of a resolution to enter into the within contract. Purchaser shall restore the lands of Seller to their condition prior to any disturbance.

(f) Purchaser agrees for Purchaser, Purchaser's agents, servants and/or employees to indemnify the Sellers and hold Sellers harmless of and from any and all claims, damages, lawsuits, judgments and expenses, for personal injury and/or for property damages sustained including, but not limited to reasonable attorneys' fees, as the result of the performance of examinations and tests, whether same are sustained by Purchaser's agents, servants and/or employees or by others.

(g) In the event that all or any of the Purchaser's examinations of the premises conducted within such sixty (60) day period or, in the event at any time prior to a final determination of significance with respect to the environmental conditions effecting this premises as part of the Purchaser's responsibilities under SEQRA, the Purchaser determines that it is not in the best interest of the Town to acquire the premises, then and in that event the Purchaser has the option to declare this agreement null and void. In the event that the Purchaser elects to declare this agreement null and void, neither party shall have other, further or different liability each to the other.

6.2 Municipal Financing. The obligations of Purchaser hereunder are conditioned upon the Purchaser on or before the expiration of the 60 day period provided for in section 6.1 of this agreement having: a) satisfied all legal requirements for: b) adopted all necessary resolutions; c) held the required hearings and referenda (if any); and d) issued all required notices, so as to insure Purchaser's ability to obtain the necessary municipal financing in the form of bonds, bond anticipation notes or other municipal financing alternatives in amounts sufficient to complete this

transaction on customary terms (here collectively referred to as the "Financing Proceedings"). If such Financing Proceedings are not completed within such 60 day period then, unless the parties shall have mutually agreed to an extension of time within which to complete such Financing Proceedings, either party may cancel this contract by giving prompt notice to the other party, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract.

7. **Environmental.** Seller represents that to the best of Seller's knowledge that during the period of Seller's ownership of the premises Seller has made no use of the premises for any business or activity that released hazardous substances or petroleum products, as they are defined under New York State Conservation Law and/or Federal Environmental Law, into the soil or groundwater of the premises, and that to Seller's knowledge no prior owner of the premises has engaged in any business or activity that released hazardous substances or petroleum products, as they are defined under New York State Conservation Law and/or Federal Environmental Law, into the soil or groundwater of the premises. Seller further represents that to the best of Seller's knowledge the premises are free and clear of any hazardous substances or petroleum products, as they are defined under New York State Conservation Law and/or Federal Environmental Law, and that no underground oil or petroleum tanks have been used during Seller's ownership of the premises and that to Seller's knowledge no prior owner has used any underground oil or petroleum tanks.

8. **Flood Zone/Wetlands.** The Purchaser's obligations hereunder are conditioned upon Purchaser determining that the property is not in a flood zone and does not contain wetlands other than as shown in the records currently on file in the office of the Town of New Paltz Building Department. If Purchaser determines the property to be in a flood zone or if the property contains wetlands, other than as shown in the records currently on file in the office of the Town of New Paltz Building Department, Purchaser shall have the option to terminate this Contract. In the event the Purchaser shall terminate this transaction, this transaction shall be deemed null and void.

9. **Subject to Provisions.** The Premises are sold and shall be conveyed subject to: (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that

they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents by the SELLER or any former owner of PREMISES for the erection of any structure or structures on, under or above any street or streets on which said PREMISES may abut.

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway, provided the same does not render title unmarketable;

(d) Any covenants, restrictions or easements of record, provided the same have not been violated by the use, occupancy or structure(s), on the premises and the continued use thereof for the purposes for which the same is presently used, provided the same does not render the title unmarketable;

(e) Any state of facts an accurate survey may reveal provided the same does not render title unmarketable;

(f) restrictions, conditions agreements, easements and covenants of record, provided the same are not violated by existing structures and uses, provided that the same do not prevent the use of all or any portion of the premises for municipal use or uses contemplated by Purchaser and customary accessory uses, and further provided that the same do not render title uninsurable;

(g) The parties entering into an agreement at the time of closing of title for the lease by Purchaser, as "Owner/Landlord" from Seller, as "Tenant" of the building included in this sale, together with a reasonable area around same for ingress, ingress and parking/loading activities, in the form and upon the terms and conditions attached hereto and made a part hereof and marked "Schedule B." This clause shall survive the closing of title.

10. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(I) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except: _____

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

11. **Insurable Title.** Seller shall give and Purchaser shall accept such title as a licensed title insurance underwriter shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

12. **Closing, Deed and Title.** "Closing" means the settlement of the obligations of 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, Covenant Against Grantor's Acts with Lien Covenant deed in proper statutory short form for recording, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

13. **Closing Date and Place.** Closing shall take place at the office of Di Stasi, Moriello and Murphy, P.C., 400 Upper North Road, Highland, New York 12528 or at the Town Hall of the Town of New Paltz, Clearwater Road, New Paltz, New York at 10:00 a.m. o'clock on or about the 1st day of August, 2019 but in no event sooner than the expiration of ten (10) days next following the last day upon which any final resolution, order or other determination of the Town Board of the Town of New Paltz or of any of its governmental departments, boards or agencies having jurisdiction becomes final and non-appealable for purposes of judicial review.

14. **Conditions to Closing.** This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract;

(b) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under

Article 31-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph shall survive Closing.

(c) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(d) The delivery by the parties of any other affidavits required as a condition of recording the deed.

15. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the Seller to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

16. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing: (i) taxes, water charges and sewer rents, if any, on the basis of the fiscal period for which assessed; (ii) Rent due Purchaser, *per diem*, for the remainder of the month in which the closing shall occur;

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(d) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

(e) Purchaser shall be entitled to receive at closing as a credit against the purchase price to be paid the amount of \$4,000.00 as and for a security deposit for the full and faithful performance on the part of Purchaser, as "Tenant" of all of the terms and conditions of the lease to be entered into at the time of closing.

17. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents (if any), together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

18. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance

company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

19. Title Examination; Seller's Inability to Convey; Limitations of Liability. (a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to a mortgage contingency, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b)(i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by

Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise.

20. **Affidavit as to Judgments, Bankruptcies, etc.** 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 an affidavit at Closing showing that they are not against Seller.

21. **Defaults and Remedies.** (a) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

22. **Purchaser's Lien.** All money paid on account of this contract, if any, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges (in accordance with this contract), are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

23. **Notices.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by regular or certified mail, postage prepaid, or by facsimile, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for each party to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or parties pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same.

24. **No Assignment.** This contract may not be assigned by either party without the prior written consent of the other party in each instance and any purported assignment(s) made without such consent shall be void.

25. **Broker.** Seller and Purchaser each represents and warrants to the other that neither has dealt with any real estate broker in connection with this sale except JOHN J. LEASE RALTORS and Matt Eyler of NEW PALTZ PROPERTIES (“Broker”) and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker subject to the provision that all or any portion of the real estate brokerage commission that would normally be due to New Paltz Properties shall be treated as a credit to Purchaser at closing. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys’ fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

26. *[Intentionally omitted]*

27. **Survey.** In the event Purchaser obtains a new survey other than the description for the premises described in "Schedule A" SELLER is under no obligations to include the said new survey description in the Deed unless the survey is certified to the SELLER, as well as to the PURCHASER and the Title Insurance Company issuing the coverage to the PURCHASER and/or lender of this transaction.

28. **Miscellaneous.** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

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

(d) The captions in this contract are for 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 hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) 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.

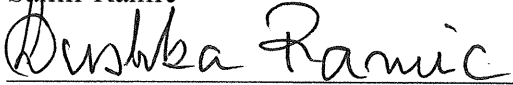
(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and date first above written.

SELLER;



Samir Ramic



Dushka Ramic

PURCHASER:

By: _____
Neil Bettez, Supervisor

Attorney for Seller:
Victoria Kossover
KOSSOVER LAW OFFICE
40 Main Street
New Paltz, New York 12561
Telephone: (845) 255-4655
Fax: (845) 255-2627

Attorney for Purchaser:
Joseph M. Moriello, Esq.
DI STASI, MOREILLO & MURPHY LAW PLLC
P.O. Box 915
Highland, New York 12528
Telephone: (845) 691-7292
Fax: (845) 691-2710

Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401



60 2007 00014490

Instrument Number: 2007-00014490

Recorded On: June 20, 2007

As
D01 - Deed

Parties: LENT DAVID S
To
RAMIC SAMIR

Billable Pages: 4

Recorded By: HUDSON VALLEY FCU

Num Of Pages: 4

Comment:

** Examined and Charged as Follows: **

D01 - Deed	37.00	RP5217 - 165	165.00	Tax Affidavit TP 584	5.00
Recording Charge:	207.00				
Tax-Transfer	860.00	Consideration Amount	215,000.00	RS#/CS#	5569
NEW PALTZ			Basic	0.00	
			Additional	Special Additional	0.00
Tax Charge:	860.00			0.00 Transfer	860.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County.

File Information:

Document Number: 2007-00014490

Receipt Number: 561626

Recorded Date/Time: June 20, 2007 04:02:17P

Book-Vol/Pg: BK-D VI-4426 Pg-49

Cashier / Station: g glel / Cashier Workstation 8

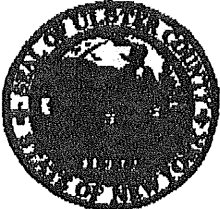
Record and Return To:

VICTORIA KOSSOVER ESQ

40 MAIN STREET

PO BOX 399

NEW PALTZ NY 12561



Nina Postupack

Nina Postupack Ulster County Clerk

SCHEDULE A

4
173889
T.T.
860

Bargain & sale deed, with covenant against grantor's acts (Individual or Corporation)

THIS INDENTURE, made the 20th day of July, Two Thousand Seven

BETWEEN DAVID S. LENT, residing at 9 Old Mill Road, New Paltz, New York 12561; ELIZABETH L. COHEN residing at 323 Kelsy Park Circle, Palm Beach Gardens, Florida 33410 and RICHARD W. LENT, residing at 1226 Devonshire Way, Palm Beach Gardens, Florida 33410, party of the first part, and SAMIR RAMIC and DUSNIKA RAMIC, residing at 46 Morningstar Drive, New Paltz, New York 12561, party of the second part,

WITNESSETH, That the party of the first part, in consideration, of ten dollars lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situats, lying and being in the Town of New Paltz, County of Ulster and State of New York, being more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO
AND MORE A PART HEREOF

BEING the same premises conveyed in a deed dated November 2, 2005 from David S. Lent, Elizabeth L. Cohen and Richard W. Lent to David S. Lent, Elizabeth L. Cohen and Richard W. Lent and recorded in the Ulster County Clerk's Office on December 20, 2005 as Instrument No. 2005-33931.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

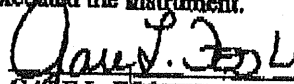
David S. Lent
DAVID S. LENT

Elizabeth L. Cohen by Attorney in Fact David S. Lent
ELIZABETH L. COHEN by Attorney in Fact,
David S. Lent

Richard W. Lent by Attorney in Fact David S. Lent
RICHARD W. LENT by
Attorney in Fact, DAVID S. LENT

STATE OF NEW YORK: COUNTY OF ULSTER, SS:

On the 9th day of May, in the year 2007 before me, the undersigned, personally appeared DAVID S. LENT, 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 person upon behalf of which the individual acted, executed the instrument.



GALE L. FOSTER
Notary Public, State of New York
Qualified in & for Ulster County
Commission Expires July 31, 2009

RECORD & RETURN TO:
VICTORIA KOSSOVER, ESQ.
40 Main Street, P.O. Box 399
New Paltz, New York 12561

. 20, 034
**HUDSON VALLEY ABSTRACT
COMPANY, INCORPORATED**
Seven Ingham Avenue, PO Box 228
New Paltz, NY 12561
Telephone: 845-255-0007

Schedule A Description

Underwriter No. 20,034

Title Number 750-U-8596

Page 1

All that parcel of lands designated as Lot 21, as shown a map entitled "Subdivision prepared for David Lent", situate in the town of New Paltz, County of Ulster and state of New York bounded and described as follows:

Beginning on the westerly line of North Putt Corners Road at the southeasterly corner of the herein described Lot 21 and the northeasterly corner of the lands now or formerly of New Paltz Fire Dept., Inc. as recorded in Liber 1430 of Deeds at page 959, thence leaving the road and running the northerly line of said lands of New Paltz Fire Dept., Inc. and the southerly line of the herein described Lot 21 the next six (6) courses and distances:

- (1) North 79°29'13" West 125.75 feet to a point, thence;
- (2) South 62°26'32" West 68.79 feet to a point, thence;
- (3) South 87°48'37" West 73.06 feet to a point, thence;
- (4) North 46°45'03" West 87.53 feet to a point, thence;
- (5) North 84°53'53" West 108.28 feet to a point, thence;
- (6) North 47°12'48" West 186.95 feet to a southeasterly corner of Lot 11, thence along the easterly lines of Lot 11 in part, Lot 13 in part, Lot 15 in part and Lot 16 in part;
- (7) North 20°17'58" East 1123.43 feet to a point on the southerly line of Lot 18, thence along the southerly line of Lot 18;
- (8) South 63°24'17" East 200.00 feet to the southwesterly corner of the lands now or formerly of Mallory, as recorded in Liber 1279 of Deeds at page 659, thence along the southerly line of said lands of Mallory;
- (9) South 63°06'48" East 308.39 feet to a point on the aforesaid westerly line of North Putt Corners Road, thence along the westerly line of North Putt Corners Road;
- (10) South 15°21'12" West 1046.94 feet to the point of beginning.

INTENDED to be Lot: 21, as shown on a map entitled "Subdivision Prepared for David Lent" filed in the Ulster County Clerks Office as filed map No. 05-287 A-I on 4/1/05.

SCHEDULE B

LEASE AGREEMENT

LEASE AGREEMENT made as of the _____ day of _____, 2019, between:

THE TOWN OF NEW PALTZ, a governmental subdivision with offices for the transaction of business located at 52 Clearwater Road, P.O. Box 550, New Paltz, Ulster County, New York 12561, (herein referred to as "OWNER" or "LANDLORD"),

and

WINE WORLDWIDE, INC. a domestic New York corporation, with offices located at 59 North Putt Corners Road, P.O. Box 1161, New Paltz, New York, (herein referred to as "TENANT")

WITNESSETH:

WHEREAS, Landlord has this date purchased from Tenant and is the owner of certain land, together with the buildings and improvements erected thereon, located in the Town of New Paltz, County of Ulster and State of New York located at and known as 59 North Putt Corners Road, New Paltz, New York 12561 upon which is located a commercial building consisting of approximately 9,400 square feet within which Tenant is currently conducting the business of wine import and wine distribution known as "Wine Worldwide Inc.;" and

WHEREAS, the Landlord desires to lease to the Tenant and the Tenant desires to lease from the Landlord the aforesaid building, together with a reasonable area surrounding same for purposes of driveway ingress and egress and parking areas for loading and unloading; and WHEREAS, the Tenant, by entering into the within agreement, intends to and will actually conduct business upon and within the aforesaid demised premises in generally the same or similar manner as that which has in the past been conducted;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein and other good and valuable consideration, and with the foregoing being deemed incorporated hereinbelow, the parties hereby agree as follows:

1. LEASED PREMISES: The Landlord hereby leases to the Tenant the aforesaid commercial building, together with the non-exclusive use jointly with the Landlord of the existing driveway and parking/loading areas around such building to accommodate vehicles engaged in the course of the Tenant's business as a wine import and wine distribution

establishment (hereinafter referred to as the “Leased Premises”) and for no other purposes, for a term commencing as of the day and date first above written and continuing thereafter to and including the 30th day of April, 2020. Tenant shall not use or permit any part of the Leased Premises to be used for any unlawful purposes or in violation of any zoning or municipal ordinance or regulation.

a) It is expressly agreed that the remainder of the lands of Owner upon which the demised premises are located are not included as part of the premises leased to the Tenant.

2. RENT: During the term of the lease, the Tenant shall pay to the Landlord rent payable in equal monthly installments of \$4,000.00, each, due on the 1st day of the first calendar month in which the closing of title shall occur (rent to be apportioned between the parties, *per diem*, to the last day of the month in which the closing of title shall occur) and a like sum of \$4,000.00 on the 1st day of each succeeding month thereafter to and including the 1st day of April, 2020.

a. Throughout the term of this lease, including any extensions or renewals thereof, if the Landlord has not received the full amount of any monthly rental payment (including any “additional rent”) by the end of ten (10) calendar days after the date that it is due, the Tenant shall pay a late charge to the Landlord in the amount of four per cent (4%) of the overdue payment plus the sum of four per cent (4%) of the overdue payment for each consecutive thirty (30) day period thereafter that such payment remains overdue.

3. SECURITY: Tenant has deposited with Owner in the form of a credit against purchase price given at the time of Owner’s acquisition of title to the Leased Premises the sum of \$4,000.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. In the event that Tenant is in default of any of the terms, conditions and provisions of this Lease, Landlord may, but is not obligated to, apply such amount of the Security to the payment of Rent and Additional Rent and the cost and expense of re-letting the demised premises whether or not incurred after summary proceedings are instituted. In the case of the sale or transfer, the Security Deposit shall be transferred to the successor owner/lessee. Tenant further covenants that Tenant shall not assign or encumber the Security Deposit and that Landlord, its successors and assigns shall not be bound by any such act taken by Tenant

4. REPAIRS: The Tenant shall take good care of the premises and shall, at Tenant's own cost and expense, make all repairs (excluding major structural repairs and systems replacements which shall be the responsibility of the Landlord) and shall make all renovations to the premises relating to the use of the said premises by the Tenant and at the end or other expiration of the term, shall deliver up the demised premises in good order and in substantially the same condition as at the time of the transfer of title to the Landlord, damage by elements excepted.

a. During the Term of this Lease, the Tenant, at Tenant's expense shall keep the Leased Premises in good order and in safe condition and shall promptly repair the interior and exterior walls, roof, floor, foundation, load bearing members, trusses and joists, windows, glass breakage regardless of cause, as well as all building standard plumbing, utilities and facilities (including, but not limited to, any mechanical, air conditioning, heating ventilating, electrical or other equipment) serving the Leased Premises, including ballasts, including repairs or maintenance occasioned by the negligence or deliberate act of Tenant, or its agents, servants, employees and invitees. The cost and expense of the aforementioned repairs and maintenance which are the responsibility of Tenant shall be deemed to be Additional Rent, payable by the Tenant together with the next monthly payment of rent made after the incurrence of such expenses by Landlord;

b. Tenant shall take good care of and maintain and repair the lawns, ground plantings, driveways, sidewalks, entranceways, stairways, curbs, parking, and other exterior areas of the Leased Premises, and the Tenant shall be solely responsible for all snow and ice removal/salting/sanding to the Leased Premises. For purposes of this paragraph, the "premises", "Leased Premises" or "Property" shall mean only those portions of the premises in or immediately surrounding that portion of Landlord's property leased to Tenant and that portion of Landlord's property reserved to the Tenant for driveway and parking purposes;

c. Tenant covenants and agrees that Tenant shall not cause or permit any waste or damage to the Leased Premises, or any overloading of the floors of the building. Tenant shall, at the expiration of the lease term, deliver up the Leased Premises in good order and condition, ordinary wear and tear and damage by fire and other casualty excepted;

d. Tenant will not overload the electrical wiring serving the Leased Premises or

within the Leased Premises. Tenant will not paint or decorate any part of the exterior of the Leased Premises without first obtaining Landlord's written approval;

5. HAZARDOUS WASTE: Throughout the term of the Lease, Tenant agrees to comply with any and all federal, state and local environmental laws, shall take all necessary steps to provide prudent safeguards against potential risks to human health or the environment, and shall ensure the safe and proper disposal of any and all commercial, industrial and environmental waste, including but not limited to paint, solvents, and petroleum products employed in the operation of its business. Tenant further agrees not to dispose such materials within the plumbing, septic or drainage systems located on or around the premises. Tenant shall notify Landlord within 24 hours of the release of any hazardous materials from or at the premises, which could form the basis of any claim, demand or action by any party. If Tenant shall breach covenants provided in this section, then, in addition to any other rights and remedies which may be available to Landlord pursuant to this Lease or otherwise at law, Landlord may require Tenant to take all actions, or to reimburse Landlord for the costs of any and all actions taken by Landlord as are necessary, appropriate or desirable to cure such breach. The obligations of Tenant under this Article shall survive the expiration or sooner termination of the term of this Lease.

6. GOVERNMENTAL NOTICES: All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Department of Buildings, Fire, Labor, Health, or other State, Federal and Municipal Departments having jurisdiction, against or affecting the premises at the time of execution of this agreement hereunder shall be complied with by the Landlord and the Landlord hereby authorizes the Tenant to make the necessary searches therefor.

7. UTILITIES AND SERVICE:

a. Tenant shall be solely responsible for Tenant's electricity and gas consumption, if any, as metered to the Leased Premises. Tenant shall pay all sums due for its utility consumption directly to the appropriate utility company. Any sums due hereunder that are not timely paid by Tenant to the appropriate utility company may be paid by Landlord on behalf of Tenant and if so paid shall be deemed Additional Rent;

b. Tenant shall arrange and pay for all additional utilities, such as telephone,

DSL/Cable services furnished to the premises for the term of the lease agreement;

c. Landlord shall incur no liability whatsoever and it shall not constitute a termination of this lease or eviction (constructive or otherwise) hereunder should any utility service become unavailable from any public utility company, public authority, or any other person or entity, provided such delay or interruption of service has not been occasioned through any fault of Landlord. The provisions of this paragraph shall not be applicable to Tenant's obligations to pay rent;

d. Tenant shall arrange and pay for all garbage removal and disposal to the premises for the term of the lease agreement;

e. Tenant shall be solely responsible for and shall pay all sums due for the consumption of natural gas at the building. Any sums due hereunder that are not timely paid by Tenant may be paid by Landlord on behalf of Tenant and if so paid shall be deemed Additional Rent;

f. Landlord shall not be liable for any personal injury or property damage resulting from the negligent operation or faulty installation of utility services provided for use on the demised premises, nor shall Landlord be liable for any injury or damage suffered by Tenant as a result of the failure to make necessary repairs to the utility facilities.

g. Tenant shall be liable for any injury or damages to the equipment or service lines of the utility supplier that are located on the demised premises, resulting from the negligent or deliberate acts of Tenant, or the agents or employees of lessee.

8. GLASS: That throughout the term of this Lease, the Tenant shall replace all glass broken at the premises.

9. REMOVAL: Tenant accepts the Leased Premises in the condition existing at the time of the execution of this lease agreement. On the expiration of this lease agreement Tenant shall remove all or any part of any fixtures, business equipment, personal property and improvements, except systems replacements and those improvements which are affixed to and become part of the realty (whether above ground or below ground) such that their removal would cause physical damage to the land or building.

a) Tenant shall restore the walls, floors, ceilings and other parts of the interior and of the exterior leased premises to their original condition, reasonable wear and tear excepted,

free from all excavations and debris, and shall return the premises in sound condition free of obstructions, violations, damage, debris or other offensive or noxious condition.

10. COVENANT AGAINST ENCUMBERING DEMISED PREMISES: Nothing contained in this lease agreement shall be construed to authorize Tenant to do any act or make any contract so as to encumber in any manner the title of Landlord in and to the demised premises or to create any claim or lien on or against the interests of Landlord in any building construction that is authorized under this lease agreement. It is expressly agreed that all the expenses of the erection, equipping, repairing, improving, and altering of the building by Tenant shall be promptly paid by Tenant.

11. INDEMNIFICATION: Tenant shall hold the Landlord harmless from and shall indemnify Landlord against all claims and demands, whether for injuries to persons, loss of life, or damage to property within the demised premises arising out of the use and occupancy of demised premises by Tenant, excepting, however, such claims and demands, whether for injuries to persons, loss of life or damage to property caused by acts or omission of Landlord. Nothing contained in this section, however, shall detract from the Landlord's right to protection under the public liability insurance policy to be paid for by Tenant as provided for herein.

12. LIABILITY INSURANCE: Tenant shall provide and maintain at its sole expense at all times during the initial term and any extended term, public liability insurance naming Landlord as additional insured, as Landlord's interests may appear, in the amount of no less than TWO MILLION DOLLARS (\$2,000,000.00) for any one accident with a company or companies authorized to do business in the State of New York.

13. INSURANCE POLICIES: It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies.

14. ADDITIONAL INSURANCE: Tenant shall maintain and keep in force all workers compensation insurance required under the Laws of the State of New York and such other insurance as may be necessary to protect Tenant and/or Landlord from any other liability, and/or from claims for injury to any person or to property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution thereof.

15. INDEMNIFICATION: Tenant shall indemnify the Landlord against all liabilities, expenses and losses incurred by the Landlord as a result of (i) failure by the Tenant to perform any covenant required to be performed by the Tenant hereunder; (ii) any accident, injury, or damage which shall happen in or about the leased property or appurtenances, or resulting from the condition, maintenance, or operation of the leased property to the extent of its insurance herein; (iii) failure of the Tenant to comply with any requirements of any governmental authority; (iv) any mechanic's lien, security agreement, conditional bill of sale, or chattel mortgage filed against the leased property, any equipment therein, or any materials used in the construction or alteration of any building or improvements thereon occasioned solely as the result of the Tenant's use and operation of the demised premises, including attorneys' fees, and (v) any labor and/or materials, machinery, equipment or other debt obligation of any kind, nature and description by reason of any right or provision of this lease, including but not limited to any improvement occasioned solely as the result of the Tenant's use and operation of the demised premises.

16. ABATEMENT OF RENT: No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building, or its appliances, or for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "Service" when such interruption or curtailment shall be due to accidents, alterations or repairs desirable or necessary to be made, or to inability or difficulty in securing supplies or labor for the maintenance of such "service," or to such other cause, not constituting gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or declarations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so fixed above.

17. ENTRY BY LANDLORD: The Landlord may enter the leased property, at any reasonable time, for the purposes of inspection, maintenance, or making repairs or additions to

the leased property, or performing any work or providing any service which is provided for herein, or for performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of the Lease or by reason of exhibiting the leased property for sale, lease or mortgage financing, or for the purpose of posting notices under any governmental law, rule or regulation or other notice reasonably required for the safe and/or orderly conduct of the premises.

18. **DEFAULT BY TENANT:** If the leased property shall be deserted or vacated, or if proceedings are commenced against the Tenant in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Tenant's property either before or after the commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than ten (10) days after written notice of such default by the Landlord, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or herein after established on the part of the Tenant for more than thirty (30) days after written notice of such default by the Landlord then, unless Tenant has undertaken in good faith within such thirty (30) day period to cure such default, this Lease (if all Landlords so elect) shall thereupon become null and void, and the Landlord shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, in any respects, without being liable to any prosecution therefor. In such case, Landlord may, at its option, re-let the leased property or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent hereby reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of re-entry or repossession of the amount, if any, received or to be received under such re-letting for such portion of the term. The Tenant waives and will waive all right to trial by jury in any proceeding hereinafter instituted by the Landlord and/or by the Landlord against the Tenant in respect to the leased property.

19. **NON-WAIVER:** The failure of the Landlord to insist upon a strict performance of any term or condition of this lease shall not be deemed a waiver of any right or remedy that the Landlord may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

20. **DAMAGE BY FIRE OR OTHER CASUALTY:**

a. If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

b. If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Tenant and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable.

c. If the demised premises are totally or substantially damaged or rendered wholly or substantially unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Landlord.

d. If the demised premises are rendered substantially unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Landlord, in Landlord's sole and absolute discretion, shall determine to demolish it or not to rebuild it, then, in any of such events, either party may elect to terminate this Lease by written notice to the other within ninety (90) days after such fire or casualty specifying a date for the expiration of the Lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the term of this Lease shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease and Tenant shall forthwith quit, surrender and vacate the premises and any rent owing shall be paid up to such date and any payment so rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Landlord shall serve a termination notice as provided for herein, Tenant shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Tenant's control. After any such casualty, Tenant shall cooperate with effort toward restoration by removing from the premises or by relocating as promptly and as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume fifteen (15) days after written notice from Landlord that the premises are substantially ready for Tenant's occupancy.

21. NO ASSIGNMENT/RECORDING: Tenant shall not assign nor shall Tenant record this Lease in the office of the Clerk of the County of Ulster or of any other county and any purported assignment(s) or recordation(s) made shall be void.

22. NO BROKER: The parties agree that no broker brought about this Lease.

23. NOTICES: All notices provided for herein shall be deemed to have been duly given if:

(1) sent by registered or certified mail, return receipt requested, or by nationally recognized delivery (other than post office) service (e.g. FedEx) to the following persons and addresses:

Notice to the Landlord shall be sent to: Town Clerk, Town of New Paltz
P.O. Box 550
New Paltz, NY 12561

With a copy sent to: Joseph M. Moriello
DI STASI MORIELLO & MURPHY LAW PLLC
P.O. Box 915
Highland, NY 12528

Notice to the Tenant shall be sent to: Samir Ramic
Wine Worldwide, Inc.
59 North Putt Corners Road
P.O. Box 1161
New Paltz, NY 12561

With a copy sent to: Victoria Kossover
Kossover Law Office
40 Main Street
New Paltz, NY 12561

24. RELATIONSHIP BETWEEN PARTIES: Nothing contained in this lease shall be deemed to create a partnership, joint venture, or other enterprise in common between Owners and Tenants, there being no relationship other than that of Landlord and Tenant.

25. PARTIES EXPENSES: Each party shall be entitled to recover expenses as such party may reasonably incur including, without limitation, court costs and reasonable attorney's fees and disbursements, in enforcing the performance of any obligation of the other party under this Lease.

26. SUBORDINATION: This lease shall not be a lien against the premises in respect to any municipal funds or financing affecting the Leased Premises, and that such funds or financing shall have a preference and precedence and be superior and prior in lien of this lease, irrespective of the date that such funds or financing were obtained and the Tenant agrees to execute, without cost, any instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such funds or financing, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

27. ENTIRE AGREEMENT: This Lease, together with the provisions of any rider(s) hereto attached, set forth all of the promises, inducements, agreements, conditions and understandings between the parties relative to the leased property and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, between them other than those herein set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and duly executed by them.

28. QUIET ENJOYMENT: Landlord covenants that the Tenant, on paying the annual rent and any additional rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

29. EARLY TERMINATION: Tenant shall be entitled to terminate this lease at any time during the lease term upon giving notice in writing of Tenant's election to terminate, delivered to Landlord at least ninety (90) days prior to the date upon which the termination is to be effective.

30. JURISDICTION: Any action or other proceeding commenced and thereafter undertaken by either party to enforce any provision of this lease agreement shall be commenced and prosecuted only in a court of competent jurisdiction in the County of Ulster within the State of New York

31. BINDING EFFECT: This Lease Agreement is binding upon and shall inure to benefit of the respective parties hereto and their respective successors and assigns, as hereinabove set forth.

IN WITNESS WHEREOF, the parties have caused this lease to be executed as of the day and date first above written.

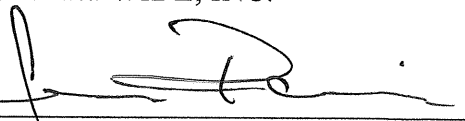
LANDLORD:

TENANT:

TOWN OF NEW PALTZ

WINE WORLDWIDE, INC.


By: _____
Neil Bettez, Supervisor

By: 
Print Name: SAMIR RAMIC
Print Title: PRESIDENT

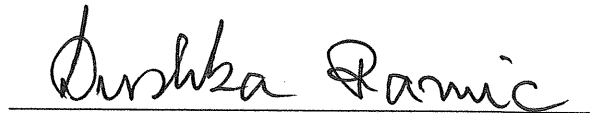
GUARANTY

IN CONSIDERATION of the letting of the premises within mentioned to the within named Tenant and the sum of One Dollar (\$1.00) paid to the undersigned by the within named Landlord, the undersigned does covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of May, 2019.



Samir Ramic



Dushka Ramic

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