

RECEIVED AUG 26 2021

TOWN OF NORTH EAST
Planning Board
PO BOX 516
19 N MAPLE AVENUE
MILLERTON, NY 12546
TELEPHONE 518 789-3300 X608
FAX 518-789-3399
EMAIL pb@townofnortheastny.gov

**Application for Site
Plan, Sketch Plan,
Subdivision or
Planning Action**
(Please type or print)

**FOR PLANNING BOARD USE
ONLY**

Tax Parcel # _____
Application Number _____
Date Received _____
1st Meeting Date _____
Public Hearing Date _____
Action Date _____

1. Name of Project Honour Farm Minor Subdivision

2. Name of Applicant David Lieberman (Contract Vendee) Phone 917-699-8645

Address 4662 Iselin Ave. Riverdale NY 10471
(Street No. & Name) (Municipality) (State) (Zip Code)

3. Owner of Record Holly Honour, as Trustee Phone _____

Address 399 Smithfield Road, Millerton NY 12546
(Street No. & Name) (Municipality) (State) (Zip Code)

4. Name of person preparing plan Wesley Chase/Chase Surveying Phone 518-751-0171
(architect, engineer, surveyor, etc.)

Address 64 Poplar Ave, Pine Plains, NY 12567
(Street No. & Name) (Municipality) (State) (Zip Code)

5. Attorney Hilarie L. Thomas, Esq. Phone 518-789-4442

Address Downey, Haab & Murphy, PLLC, PO Box 663, Millerton, NY 12546
(Street No. & Name) (Municipality) (State) (Zip Code)

6. Location of property 399 Smithfield Road, Millerton, NY 12546

Tax Map Parcel # 7069-00-458638

7. Acreage of Parcel 90.77 acres Zoning District A5A

8. Current use of site Agriculture

9. Description of proposed project Minor Subdivision to create two parcels.

Lot 2A = 70.77 acres and Lot 2B = 20.00 acres

(Include number of dwellings, number of businesses or offices, floor area of each floor, etc.)

10. Work to be undertaken:
- new project including new buildings and site improvements
 - modification to existing building
 - modification to existing developed site
 - change of use of existing building or site
 - subdivision

11. Has the Zoning Board of Appeals granted any variance concerning this property? No

(If yes, list case number) _____

12. List contiguous property in the same ownership:

Section 7069 Block 00 Lot(s) 590650

13. Does this property fall within, or is it within 300 feet of:

Wetland or Floodplain Designation
 National Register of Historic Places

Scenic Road Designation
 Scenic District

14. Does this property have a farm operation or is it on property with boundaries within 500 feet of a farm operation in an Agricultural District:

Yes No

Any application for site plan approval occurring within an Agricultural District, containing a farm operation, or on property with boundaries within five hundred (500) feet of a farm operation located in an Agricultural District must also include an Agricultural Data Statement.

The undersigned respectfully petitions the Town of North East Planning Board for:

- Site Plan Approval (Planning Board)
- Subdivision Approval

Application is being made in accordance with the Town Zoning Law. The undersigned acknowledges that in order to be considered on the next available meeting agenda of the Planning Board, a complete application must be received at least 14 calendar days before such Planning Board meeting. In order to be considered complete, the site plan, this application form, the Environmental Assessment Form, payment of application fees, and any other required materials listed on Site Plan Approval Checklist and/or Subdivision must be received by the Zoning Enforcement Officer.

Applicant Name: David Lieberman by Hilarie Thomas, as Agent
(Please print)

Applicant Signature: *David Lieberman by Hilarie Thomas, agent*

Date: August 24, 2021

THIS SECTION TO BE COMPLETED BY THE PLANNING BOARD

Site Plan/Subdivision Application Submitted to Consultants:

- Planning Date: _____ Comments Received: _____
- Engineering Date: _____ Comments Received: _____
- Attorney Date: _____ Comments Received: _____
- Other Date: _____ Comments Received: _____


Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance unto the present owner as recorded in the Dutchess County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract of sale was executed.

IN THE EVENT OF PARTNERSHIPS, ASSOCIATIONS, TRUSTS OR CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock in the owner corporation must be attached.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION AND ALL STATEMENTS AND INFORMATION CONTAINED IN THE SUPPORTING DOCUMENTS AND DRAWINGS ATTACHED HERETO ARE TRUE. I FURTHER HEREBY CERTIFY THAT THERE ARE NO OUTSTANDING CODE VIOLATIONS WITH RESPECT TO THE SUBJECT PROPERTY AND UNDERSTAND THAT NO SUBDIVISION, SITE PLAN, OR OTHER APPROVALS OR AUTHORIZATIONS SHALL BE ISSUED UNLESS AND UNTIL ANY OUTSTANDING CODE VIOLATIONS HAVE BEEN RESOLVED.

Sworn before me this

26th Day of August, 2021



Applicant's Signature

Attorney-Agent for Applicant



Notary Public

Title

MICHELE L. ADRIAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01AD4951496
Commission Expires May 22, 20

OWNERS ENDORSEMENT

(Completion required ONLY if applicable)

COUNTY OF DUTCHESS }
STATE OF NEW YORK } ss.:

Hilarie L. Thomas being duly sworn, deposes and says that she


appears on behalf of David Lieberman, contract vendee for the property located at _____ in the
(Owner's Address)
399 Smithfield Rd, Town of North East, County of Dutchess and State of New York

and that by virtue of his status as contract vendee he has the proper authority to request the above minor subdivision and to make the foregoing application for site plan and/or special use permit approval as described herein.

Sworn before me this 26th day of August, 2021



(Signature of Hilarie L. Thomas, as Agent



Notary Public

MICHELE L. ADRIAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01AD4951496
Commission Expires May 22, 20

CONTRACT OF SALE

THIS AGREEMENT, made this 14th day of July, Two Thousand Twenty-One,

BETWEEN

HOLLY HONOUR AS TRUSTEE OF THE HONOUR IRREVOCABLE TRUST DATED JUNE 8, 2018, having an address at 399 Smithfield Road, Millerton, NY 12546, hereinafter described as "Seller", and

DAVID LIEBERMAN, having an address at 4662 Iselin Avenue, Riverdale, NY 10471, hereinafter described as "Purchaser".

WITNESSETH:

That the Seller agrees to sell and convey, and the Purchaser agrees to purchase: 399 Smithfield Road, Millerton, NY 12546, and also described as:

ALL that certain plot, piece or parcel of land and all improvements thereon, as described on Schedule "A" annexed hereto, and being the same premises described in a Deed recorded in the Dutchess County Clerk's Office as Document No. 02 2018 4227.

I. SALES PRICE:

The price of the property is:

Payable as follows:

BINDER DEPOSIT

DOWN PAYMENT on Contract:

BALANCE DUE at closing in cash or certified check on the delivery of the Deed:

The amount paid on the signing of this Contract by the Purchaser, including any monies paid on the binder which are forwarded to Seller's attorney, shall be held in an escrow account maintained by CORBALLY, GARTLAND AND RAPPEYEA, LLP, attorneys for the Seller, in the Salisbury Bank and Trust Company, 11 Garden Street, Poughkeepsie, New York 12601, subject to collection until the consummation of this Contract and the delivery of the Deed hereunder, or earlier termination of this Contract. This statement is made pursuant to N.Y. General Business Law §778-a. Neither party shall be entitled to any interest earned on such account, with any interest accruing for the benefit of IOLA. At the time of closing, the Escrow Agent shall pay the down payment to or on behalf of the Seller. If the sale does not occur, and either party gives notice to the Escrow Agent demanding payment, the Escrow Agent shall give notice to all parties. If the Escrow Agent does not receive any written objection from either party within ten (10) days of such notice, then the Escrow Agent is hereby authorized and directed to make such payment as demanded. If the Escrow Agent does receive an objection within the ten (10) day period, or the Escrow Agent, in its reasonable discretion and in good faith, believes that there is a dispute as to

the escrow monies, then the Escrow Agent shall continue to hold such escrow funds unless otherwise directed in writing by all of the parties to this Contract, or a final, non-appealable order of a court of competent jurisdiction. The Escrow Agent is further authorized by the parties to deposit the property held in escrow with a court of competent jurisdiction, and give notice to the Purchaser and the Seller, and following such notice and deposit, the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder. Upon the return of the down payment by the Escrow Agent hereunder, neither party shall have rights or obligations to each other, and the Escrow Agent shall be released from any further duties in connection with the same.

The parties acknowledge and agree that the Escrow Agent is holding the Down Payment for the Seller's account, for all other purposes the Escrow Agent is acting solely as a stakeholder at the request of the parties and for their convenience. The duties of the Escrow Agent are only as herein specifically provided and are purely ministerial in nature. This Contract sets forth all the obligations of the Escrow Agent with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of this Contract or any other agreement. The Escrow Agent shall incur no liability in connection with the discharge of its obligations under this Contract or otherwise in connection therewith, except such liability as may arise from the willful misconduct or gross negligence of the Escrow Agent. If a dispute arises under this Contract, the Escrow Agent may continue to represent Seller, and the mere holding of this escrow shall not be considered a conflict of interest. A court shall determine the proportionate responsibility of each party to this Contract to defend, indemnify and hold harmless the Escrow Agent from and against all costs, claims and expenses (including the Escrow Agent's reasonable attorney's fees) incurred in connection with the performance of the Escrow Agent's duties hereunder, except for any actions or omissions taken or suffered by the Escrow Agent in bad faith or in willful disregard of this Contract or the gross negligence of the Escrow Agent. If a dispute arises under this Contract, The Escrow Agent, or a member of his law firm, may continue to represent Seller, and the mere holding of this escrow shall not be considered a conflict of interest. The Escrow Agent may act or refrain from acting on advice of counsel, which may include a member of the law firm of the Escrow Agent. If a dispute shall arise over the interpretation or effect of the escrow agreement or the duties of the Escrow Agent, this Contract shall act as the escrow agreement, and such terms of this Contract involving this escrow agreement shall survive the closing.

2. MORTGAGE CONTINGENCY:

It is agreed that this is an "all-cash" transaction, and is not subject to nor contingent upon the Purchaser procuring, at his own cost and expense, any mortgage from any third-party lender, or any other borrowing, hypothecation, pledge, or sale of any other property, real or personal.

3. ACCEPTABLE FUNDS:

All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00:

(b) Cash, certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company, unendorsed and payable to the order of Seller, or as Seller may otherwise direct when not less than 3 business days' notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price, payable to Seller at closing, uncertified check of Purchaser up to the amount of \$500.00; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

4. RETURN OF SIGNED CONTRACT:

If a fully executed copy of this agreement, together with the required down payment is not delivered to the attorney for the Seller, CORBALLY, GARTLAND AND RAPPLEYEA, LLP, Attention: Allan B. Rappleyea, Bardavon Building, 35 Market Street, Poughkeepsie, NY 12601, on or before July 9, 2021, then, in that event, this instrument shall become voidable at the Seller's sole discretion, without notice to the Purchaser, and the Seller shall be free to place the premises back on the market for sale.

5. AGREEMENT NOT BINDING ON SELLER UNTIL SIGNED:

This agreement, when signed by the Purchaser, constitutes only an offer to purchase on their part, and the Purchaser fully understands that this agreement shall not become a binding obligation on the Seller until it has been signed by the Seller and a signed copy delivered to the Purchaser.

6. CLOSING DATE AND PLACE:

The Deed shall be delivered by Sellers upon the receipt of said payments by Purchasers at the office of CORBALLY, GARTLAND AND RAPPLEYEA, LLP, 35 Market Street, Millbrook, New York 12545, on or before August 29, 2021.

7. CONDITION OF PROPERTY AND REPRESENTATION OF SELLER:

The Purchaser agrees to take title to said premises "AS IS" with the land and buildings in the same condition as exists at the time of the signing of this Contract. The Seller makes no warranty or representation concerning the condition of said premises. All understandings and agreements heretofore had between the parties are merged in this Contract, which alone fully expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract. The Seller has not made and does not make any representation as to the physical condition, area, footage, operating expenses or other matters or things affecting or related to the premises, and to this agreement except as herein specifically set forth, and the Purchaser hereby expressly acknowledges that no such representation has or have been made.

8. **RIGHT TO INSPECT PRIOR TO CLOSING:**

The Purchaser shall be allowed to make an inspection of the premises herein in the presence of the Seller or broker within 48 hours of the day of closing, and the Purchaser shall notify Seller's attorney 24 hours before closing of any alleged defects, which Purchaser is not obligated to accept hereunder.

9. **SUBJECT TO PROVISIONS:**

The premises are sold and are to be conveyed subject to any state of facts an accurate survey may disclose, wetland designations, notes on filed maps, covenants, restrictions, easements of record, the agricultural lease with McEnroe Farm previously provided to Purchaser, and zoning ordinances and building codes, if any, provided the same do not render the title unmarketable or uninsurable.

10. **FORM OF DEED:**

The Deed shall be a Trustee's Deed in proper statutory form for recording and shall contain the clause specified in Sub-division 5 of Section 13 of the Lien Law. It shall be duly executed and acknowledged by the Seller, at the Seller's expense, so as to convey to the Purchaser the fee simple of said premises, free of all encumbrances, except as herein stated. Seller shall pay the appropriate Transfer Tax imposed by N.Y. Tax Law § 1402 and Article 31 and the fee for filing the New York State Combined Capital Gains and Credit Line Mortgage Affidavit (TP-584 form). Purchaser shall pay the NYS "mansion tax".

11. **PERSONAL PROPERTY INCLUDED IN THE SALE:**

All plumbing, heat, lighting fixtures, shades, blinds, awnings, shrubbery and plants, if any, as existed at time of the offer on the property, are included in the sale. Also included are: All existing fixtures and appliances.

All items of personal property transferred herein shall be "AS IS" and in their present condition, and subject to reasonable use, wear, tear and natural deterioration between the date hereof and the closing of title.

12. **REAL ESTATE BROKER:**

That the Purchaser hereby jointly and severally warrant and represent (a) that neither of them has consulted or negotiated with any real estate broker in connection with this transaction other than ROBERT H. RIEMER, REAL ESTATE, LLC or STEED REAL ESTATE and (b) that no broker other than said ROBERT H. RIEMER, REAL ESTATE, LLC or STEED REAL ESTATE has exhibited said premises to the Purchaser or either of them. The Seller agrees to pay said broker his, her or its broker's commission when, as and if title closes hereunder, the terms and conditions with respect to such payment being set forth in a separate agreement between the Seller and said broker. The Purchaser agrees that, in the event any claim for a brokerage commission other than a claim by said ROBERT H. RIEMER, REAL ESTATE, LLC or STEED REAL ESTATE is made against the Seller at any time by reason of the Purchaser's action, or the actions

of either of them, or the actions of any person acting on their behalf, the Purchasers shall, jointly and severally, indemnify, defend and hold the Seller harmless from any expense in connection with such claim including, but not limited to, independent attorneys fees. This provision shall survive the closing of title.

13. SELLER'S INABILITY TO CONVEY: LIMITATION OF LIABILITY:

In the event that the Seller is unable to convey title which a New York B.T.U. company shall approve and insure in accordance with the terms of this contract, the sole liability of the Seller will be to refund to the Purchaser the amount paid on account of the purchase price, and the reasonable cost of title examination and upon such payment being made, this contract shall be considered corrected and the Purchaser shall not be entitled to any interest, damages and/or costs.

14. APPORTIONMENTS:

Fuel oil and taxes are to be apportioned as of the date of closing.

The Seller and Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of the closing shall be corrected, and that this provision shall survive the closing of title and the delivery of the Deed for a period of sixty (60) days.

15. MARKETABILITY OF TITLE:

The Seller shall give and the Purchaser shall accept title as any licensed reputable title insurance company will 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 matters provided for in this Contract.

16. PURCHASER'S LIEN:

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such lien shall not continue after default by Purchaser under this contract.

17. FIRE AND CASUALTY LOSS:

The risk of loss or damage to said premises by fire or other causes until the delivery of the Deed is assumed by the Seller. After closing, the risk is Purchaser's.

18. DISCHARGE OF LIENS:

If, at the date of closing of title, there may be any other liens or encumbrances which the Seller is obligated to pay and discharge, the Seller may use any portion of the balance of the purchase price to satisfy the same, provided the Seller shall simultaneously either deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided

that the Seller has made arrangements with the title company employed by the Purchaser in advance of closing, Seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of the same out of the insured premises. The Purchaser, if a request is made within a reasonable time prior to the date of closing of title, agree to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the Seller shall comply with the foregoing requirement.

The parties agree that Seller shall be responsible for no greater than \$150.00 per lien for any pickup fee charged by Purchaser's title company. Any sum above said \$150.00 shall be paid by Purchaser.

19. TITLE REPORT AND TITLE OBJECTIONS:

The Purchaser shall deliver to the Seller at least ten (10) days prior to the date of closing, a copy of the title insurance report, including the exception sheets, tax search, survey and survey reading, if any, and property description, together with a written notice setting forth any and all objections to Seller's title, as known at such time, to which the Purchaser is not obligated to take title subject under the provision hereof. The Seller shall have a reasonable time after receipt of written notice thereof within which to remove any objections to title raised by the Purchaser and, for that purpose, shall be entitled to reasonable adjournment in the closing of title. Nothing herein contained, however, (i) shall be deemed or construed to require or obligate the Seller to take any action or bring any suit or proceeding or to incur any expense to render the title to the property marketable to the extent that the title company will insure it, or (ii) shall be construed as making the time of closing of title of the essence of this agreement.

20. REMOVAL OF VIOLATIONS (LIMITATION OF SELLER'S LIABILITY):

The Seller shall have no obligation to remove any violation if the cost to correct/cure will exceed \$1,000.00. In the event the aggregate cost of removal of any violations which the Seller may be required to correct hereunder shall exceed the sum of \$1,000.00, then the Seller shall have the following options: (a) to remove the same in accordance with the provisions of this Contract; or (b) to refuse to remove the same. In the event the Seller refuses to remove same, then the Purchaser shall have the following options: (i) Purchaser shall close title subject to said violation(s) and receive a credit of \$1,000.00 in reduction of the purchase price, at closing or, (ii) Purchaser shall cancel this contract, in which event, upon repayment of the amount paid, this contract shall be deemed cancelled and neither party shall have any further liability hereunder.

21. SURVEY

Purchaser shall have the right to have a survey and description of the Property prepared by a licensed surveyor at Purchaser's sole cost and expense. If a copy of such survey and description,

certified to Seller, is provided to Seller's attorney prior to closing, Seller agrees to use such survey description in the deed in lieu of the description set forth herein.

22. DEFAULT BY PURCHASER:

If Purchaser fails to close title in accordance with this agreement, through no fault of the Seller, this agreement shall, at the option of the Seller, be deemed null and void, and all deposit moneys paid hereunder shall be retained by Seller as liquidated damages, and any funds held in escrow shall be released to Seller. In such event, Purchaser authorizes Seller to place property back on the market and releases any claim it may have against the property.

23. NO WARRANTY SURVIVES CLOSING:

The Purchaser acknowledges and agrees that the delivery of the deed herein constitutes full compliance with the terms, covenants and conditions of this contract and that none of the terms hereon survive title closing, shall survive such title closing.

24. NO ORAL CHANGES:

This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

25. SMOKE DETECTOR AND CARBON MONOXIDE AFFIDAVIT:

The Seller agrees to comply with the provisions of the Executive Law with respect to smoke detectors and carbon monoxide detectors in certain types of residential property.

26. CERTIFICATE OF OCCUPANCY:

The Seller represents that the premises either have a certificate of occupancy for the original construction thereof, together with a certificate of occupancy for any subsequent additions for which such a certificate is required by the municipality, or, in the alternative, that the improvements on the premises were constructed prior to that date and time when the municipality began issuing certificates of occupancy. If the Purchaser desires a copy of such certificate of occupancy, he must obtain it, however, at his own cost and expense.

27. TOXIC/HAZARDOUS SUBSTANCES:

Purchaser assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence of radon gas, asbestos or any other toxic or hazardous substance in or about the premises, if any. Purchaser fully and forever releases and discharges Seller from any and all claims, liabilities, expenses and damages, whether now or hereafter known, which Purchaser has or may hereafter have against Seller. Purchaser releases and indemnifies Seller from and against any loss, damage, cost or expense (including attorney's fees), relating to any claim concerning the presence of radon gas, asbestos or other toxic or hazardous substances in or about the premises, which claim is made by Purchaser, or any person Purchaser allows to

reside in or about the premises or come in contact with the premises. This provision shall survive delivery of the deed and the closing.

28. NO ASSIGNMENT:

The Purchaser shall not assign this contract without the prior written consent of the Seller.

29. AGRICULTURAL DISTRICT NOTICE (Pursuant to RPL § 333.e):

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchaser is urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under Article 25-AA of the Agriculture and Markets Law.

30. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:

This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 PM on the tenth calendar day after the Seller has delivered to Purchaser (or Purchaser's agent or attorney) a fully executed copy of this Contract. (Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information, a copy of which is annexed hereto and made a part hereof and receipt of which the Purchaser hereby acknowledges). This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent or attorney) delivers to the Seller (or Seller's agent or attorney) a written contract addendum listing the specific existing deficiencies with respect to such matters and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within fourteen (14) days after delivery of the addendum, elect, in writing, whether to correct the condition(s) prior to the closing. If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the date of the closing. If the Seller does not elect to make the repairs or remedies, or if the Seller makes a counteroffer, the Purchaser shall have seven (7) days to respond, in writing, to the counter-offer or remove this contingency and take the Property in "as is" condition or this Contract shall become void. The Purchaser may remove the contingency at any time without cause upon written notice to the Seller (or Seller's agent or attorney).

31. REAL PROPERTY CONDITION DISCLOSURE ACT:

The parties agree that Seller, as Trustee of a Trust, is exempt from providing a real property condition disclosure statement, pursuant to Real Property Law Section 463(7).

32. 1031 PROVISION:

Purchaser hereby acknowledges that Seller may replace the Premises with other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder. Purchaser agrees to cooperate with Seller in effectuating such an exchange, it being the intention of the parties that the exchange will not result in any delay in the Closing of title to the Premises or any additional expense to Purchaser. Purchaser agrees that Seller shall be entitled to assign its rights hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the date of Closing hereunder.

33. COUNTERPART SIGNATURES:

This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Copies or facsimiles of signatures shall be deemed original signatures for the purposes of this Contract.

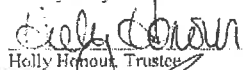
34. SELLER OCCUPANCY:

After closing Seller shall retain possession of the premises for four (4) months, free of rent, commencing on the date of closing. When Seller vacates, Seller shall remove their personal items, but shall have no further obligation to clean the premises except for routine cleaning.

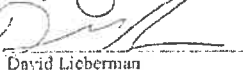
35. SUBDIVISION:

Purchaser may proceed, before closing and at his sole expense, with a subdivision. Planned Lot 2A will be approximately 70 acres and title thereto shall be taken in an entity called Honour Farms, LLC, which Purchaser has formed. The other lot, 2B, shall be conveyed to David Lieberman and Lauren Anne Lieberman. These terms are not a condition of closing. Seller has allowed this subdivision to proceed but, if not approved by the anticipated closing date, the parties shall proceed to closing.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.


Holly Hout, Trustee

Seller


David Lieberman

Purchaser

PURCHASER'S RIDER TO CONTRACT FOR PURCHASE AND SALE
OF REAL ESTATE BETWEEN

HOLLY HONOUR, as Trustee of the HONOUR IRREVOCABLE TRUST Dated June 8, 2018,
Seller

-and-

DAVID LIEBERMAN, Purchaser

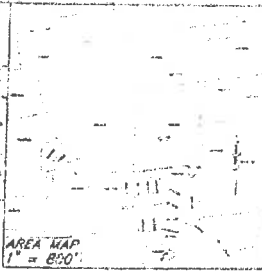
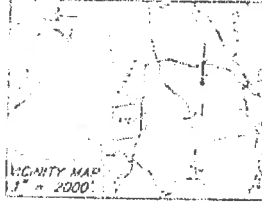
Regarding the property located at: 399 Smithfield Road, Millerton, NY 12546

This Rider is attached to and made a part of the above referenced Contract. In the event of any conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider shall govern and control.

1. Assignment of Contract. The parties acknowledge that Purchaser may assign the Contract at Closing based upon the subdivision approval by the Town of North East Planning Board, and as shown on the annexed Sketch Plan as follows: (i) Lot 2A to a newly formed limited liability company; and (ii) Lot 2B to himself and his wife and/or another family member.
2. Access to Premises. Seller and Purchaser agree that the Purchaser's surveyor shall be granted reasonable access to the Premises during the Contract period in order to complete survey work.
3. Death of Purchaser. In the event of the death of the Purchaser prior to the Closing of title, the Purchaser's legal representative, shall have the option of declaring this Contract null and void, and all sums paid on account hereof to Seller shall be refunded to Purchaser's legal representative. The Notice of Cancellation shall occur within fifteen (15) days after the death of the Purchaser. In the alternative, the Purchaser's legal representative shall have the option to assign the Contract, and the agreements thereunder, to Lauren Lieberman.
4. Hazardous Substances. The Seller represents that they have no knowledge of any chemical, toxic substance, or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq.; Article 27, Title 13 of the Environmental Conservation Law of the State of New York, Public Health Law §1389-a to §1389-d; or by the various rules and regulations promulgated under these acts or any other environmental protection acts, or of any other substance that, while not defined as toxic, would still constitute a possible nuisance or health hazard, having been stored on, spilled upon or disposed of on the Premises.
5. Closing Date. Seller and Purchaser agree that the date set for closing is amended and shall take place on or before September 15, 2021.

Execution of the contract of sale shall be deemed an acceptance and execution of the terms and conditions of this Purchaser's Rider shall be deemed incorporated into and made a part of the said contract.

SKETCH PLAN
SECTION 2
FLAT OF HONOUR FARM



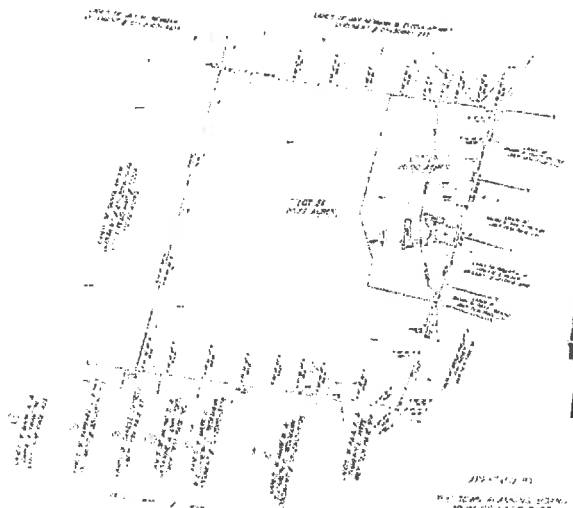
THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE HONOUR FARM AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

THE TOTAL AREA OF THE SITE IS 10.5 ACRES.



THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE HONOUR FARM AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



APPROXIMATE
TOTAL AREA OF THE SITE
IS 10.5 ACRES.

DATE: 10/1/50

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u>	Date	<u>7/14/2021</u>	Seller	Date
<u>[Signature]</u>	Date	<u>7/14/2021</u>	Purchaser	Date
Agent	Date		Agent	Date

DURABLE POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM

THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE
SHOULD YOU BECOME DISABLED OR INCOMPETENT

(a) CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you designate (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority. When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important information for the Agent" at the end of this document describes your agent's responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your agent(s) and to any third party who may have acted upon it, including the financial institutions where your accounts are located. You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this. The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us. These powers will continue to exist even after you become disabled or incompetent. If there is anything in this document you do not understand, you should ask a lawyer of your choosing to explain it to you.

(b) DESIGNATION OF AGENT(S):

I, **DAVID LIEBERMAN**, having an address at 4662 Iselin Avenue, Riverdale, NY 10471, hereby make, constitute and appoint **HILARIE L. THOMAS**, having an address at 87 Main Street, Millerton, NY 12546, OR **GARY L. MURPHY**, having an address at 87 Main Street, Millerton, NY 12546, OR **EDWARD E. DOWNEY**, having an address at 87 Main Street, Millerton, NY 12546, as my agents.

If you designate more than one agent above, they must act together unless you initial the statement below:

[DL] My agents may act SEPARATELY.

(c) This Power of Attorney shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "MODIFICATIONS".

(d) This Power of Attorney does not revoke any Powers of Attorney previously executed by me unless I have stated otherwise below, under "MODIFICATIONS". If you do not intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "MODIFICATIONS" that the agents with the same authority are to act together.

(e) GRANT OF AUTHORITY:

To grant your agent some or all of the authority below, either (1) initial the bracket at each authority you grant, or (2) write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in Sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal and family maintenance. If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;
- (J) benefits from governmental programs or civil or military service;
- (K) health care billing and payment matters; records, reports and statements;
- (L) retirement benefit transactions;
- (M) tax matters;
- (N) all other matters;
- (O) full and unqualified authority to my agents to delegate any or all of the foregoing powers to any person or persons whom my agents shall select;
- (P) each of the above matters identified by the following letters:
A, D, F, M

You need not initial the other lines if you initial line (P).

(f) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this MODIFICATIONS section to grant your agent authority to make gifts or changes in interests in your property. If you wish to grant your agent such authority, you must complete the Statutory Gifts Rider.

I authorize my agents to purchase the real property located at 399 Smithfield Road, Town of North East, Dutchess County, New York, together with all improvements thereon and rights relating thereto, in such manner, at such times, for such prices, and upon such terms and conditions as my agents may deem necessary or appropriate; to possess, recover, manage, hold, control, develop, subdivide, partition, or otherwise deal with the property; to make repairs, replacements and improvements, structural or otherwise; to satisfy, discharge, release or extend the term of any mortgage or deed of trust; to apply for zoning, rezoning or other governmental permits; to pay, compromise or contest real estate taxes, assessments, water charges and sewer rents; to abstain from the payment of real estate taxes, assessments, water charges and sewer rents, repairs, maintenance and upkeep of the property; to abandon property if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to permit property to be lost by tax sale, foreclosure or other proceeding or to convey property for a nominal consideration or without consideration; to negotiate, execute, acknowledge and deliver all contracts, sales agreements, brokerage agreements, amendments, deeds, leases, mortgages, notes, security agreements, checks, drafts, guarantees, bills of sale, assignments, extensions, satisfactions, releases, waivers, consents, affidavits, transfer tax returns, closing documents, and any other agreements, writings and instruments of any nature affecting the property, as my agents may deem necessary or appropriate; to deposit and withdraw any sums to or from any bank, savings or similar account maintained by me in connection with the property or the sale thereof; to deal with all matters relating to insurance regarding the property, including the procurement and maintenance thereof; to prosecute, defend, intervene in, arbitrate, appeal, compromise, settle and otherwise deal with any claim, action or proceeding in connection with the property or the purchase thereof; to employ such agents, attorneys, accountants, investment counsel, trustees, caretakers and other persons and entities providing services or advice, irrespective of whether my agents may be associated therewith, and to rely upon information or advice furnished thereby or to ignore the same, and to delegate duties hereunder and pay such compensation, as my agents may deem necessary or appropriate; to do, execute, perform and finish for me and in my name all things which my agents shall deem necessary or appropriate in connection with the purchase of the property.

This durable power of attorney takes effect immediately and shall not be affected by my subsequent disability or incompetence.

This power of attorney shall be governed by New York law, although I request that it be honored in any state or other location in which I or my property may be found. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this power of attorney.

(g) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you also wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "MODIFICATIONS".

[] My agent(s) shall be entitled to reasonable compensation for services rendered.

(h) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(i) TERMINATION:

The Power of Attorney continues until I revoke it or it is terminated by my death or other event described in Section 5-1511 of the General Obligations Law. Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(j) SIGNATURE AND ACKNOWLEDGMENT:

IN WITNESS WHEREOF, I have hereunto signed my name this 16th day of July, 2021.

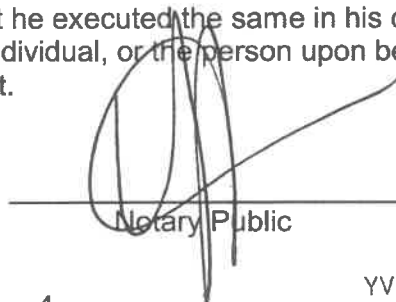
Principal signs here ==>



David Lieberman

STATE OF NEW YORK, COUNTY OF Bronx, ss.

On the 16th day of July, 2021, before me, the undersigned notary public, personally appeared DAVID LIEBERMAN, 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

(k) IMPORTANT INFORMATION FOR AGENT:

When you accept the authority granted in this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record or all receipts, payments and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Power of Attorney or a non-statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal or any co-agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside of the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(l) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and agent(s) sign at the same time, nor that multiple agents sign at the same time.

I have read the foregoing Power of Attorney. I am the person identified as agent of the principal name therein.

I acknowledge my legal responsibilities.

Dated: July 21, 2021

Agent(s) sign(s) here ==>



Hilarie L. Thomas

STATE OF NEW YORK, COUNTY OF DUTCHESS, ss.

On the 21st day of July, 2021, before me, the undersigned notary public, personally appeared HILARIE L. THOMAS, 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

MICHELE L. ADRIAN
Notary Public, State of New York
Qualified in Dutchess County
No. 01AD4951496
Commission Expires May 22, 2023