

QUITCLAIM DEED

THIS INDENTURE, made as of the 31st day of March in the year Two Thousand Twenty-Two,

BETWEEN

THE VILLAGE OF SOUTH NYACK, a municipal corporation with an address of 282 S. Broadway, South Nyack, New York 10960, party of the first part, and

THE TOWN OF ORANGETOWN, a municipal corporation with an address of 26 Orangeburg Road, Orangeburg, New York, party of the second part,

WITNESSETH, that the party of the first part in consideration of Ten Dollars (\$10.00) paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the successors and assigns of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of South Nyack, Town of Orangetown, County of Rockland, State of New York, as more particularly described in Schedule "A" attached herewith;

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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 successors and assigns of the party of the second part forever.

BEING AND INTENDED TO BE the same property described in a deed dated December 19, 1966 from George E. DeJong to The Village of South Nyack, recorded December 21, 1966 in the Rockland County Clerk's Office at Book 820, Page 576, Index No. LA 99-00991884.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part and/or its LEGACY DISTRICT 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:

BONNIE CHRISTIAN, Mayor
Village of South Nyack

State of New York

ss:

County of Rockland

On the day of March in the year 2022 before me, the undersigned, personally appeared **BONNIE CHRISTIAN**, 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 she executed the same in her capacity as Mayor of the Village of South Nyack, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual taking acknowledgment

QUITCLAIM DEED

VILLAGE OF SOUTH NYACK

Section: 66.45
Block: 2
Lot: 22
95 S. Franklin Street
Village of South Nyack
Town of Orangetown

TO

TOWN OF ORANGETOWN

RETURN BY MAIL TO:
Robert V. Magrino, Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962

QUITCLAIM DEED

THIS INDENTURE, made as of the 31st day of March in the year Two Thousand Twenty-Two,

BETWEEN

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BEING AND INTENDED TO BE the same property described in a deed dated March 22, 1973 from Tunis Eugene DePew, Ralph Huyler DePew, Dorothy Sandison Lloyd, Elizabeth Sandison Carter, and Florence Sandison Williams to The Village of South Nyack, recorded May 11, 1973 in the Rockland County Clerk's Office at Book 927, Page 815, Index No. LA 99-01097821.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part and/or its LEGACY DISTRICT 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.

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BONNIE CHRISTIAN, Mayor
Village of South Nyack

State of New York

ss:

County of Rockland

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Signature and Office of individual taking acknowledgment

QUITCLAIM DEED

VILLAGE OF SOUTH NYACK

Section: 66.45
Block: 2
Lot: 24
101 S. Franklin Street
Village of South Nyack
Town of Orangetown

TO

TOWN OF ORANGETOWN

RETURN BY MAIL TO:
Robert V. Magrino, Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962

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BETWEEN

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BEING AND INTENDED TO BE the same property described in a deed dated June 19, 1967 from the Erie-Lackawanna Railroad Company to The Village of South Nyack, recorded June 27, 1967 in the Rockland County Clerk's Office at Book 827, Page 814, Index No. LA99-00999114.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part and/or its LEGACY DISTRICT 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.

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Village of South Nyack

State of New York

ss:

County of Rockland

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Signature and Office of individual taking acknowledgment

QUITCLAIM DEED

VILLAGE OF SOUTH NYACK

Section: 66.53
Block: 2
Lot: 24
131 S. Franklin Street
Village of South Nyack
Town of Orangetown

TO

TOWN OF ORANGETOWN

RETURN BY MAIL TO:
Robert V. Magrino, Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962

QUITCLAIM DEED

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BEING AND INTENDED TO BE the same property described in a deed dated April 1, 1980 from the County of Rockland to The Village of South Nyack, recorded April 17, 1980 in the Rockland County Clerk's Office at Book 1042, Page 29, Index No. LA99-01213147.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part and/or its LEGACY DISTRICT 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.

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BONNIE CHRISTIAN, Mayor
Village of South Nyack

State of New York

ss:

County of Rockland

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Signature and Office of individual taking acknowledgment

QUITCLAIM DEED

VILLAGE OF SOUTH NYACK

Section: 66.77
Block: 1
Lot: 38
315 S. Broadway
Village of South Nyack
Town of Orangetown

TO

TOWN OF ORANGETOWN

RETURN BY MAIL TO:
Robert V. Magrino, Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962

QUITCLAIM DEED

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AND the Premises are and shall be subject to a **Restrictive Covenant**, to wit: the proceeds of any sale or sales of the Premises by the party of the second part or its associated municipal corporate assignee following the dissolution of the party of the first part, including, without limitation, any sales of the Premises by the party of the second part or its associated municipal corporate assignee to a third-party, bona fide, arms-length purchaser or purchasers, shall be applied to and for the benefit of the South Nyack Legacy District to be created upon the dissolution of the party of the first part.

BEING AND INTENDED TO BE the same property described in a deed dated September 23, 1983 from Eleanor B. Casino to The Village of South Nyack, recorded September 26, 1983 in the Rockland County Clerk's Office at Liber 28 of Land Records Page 2928.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part and/or its LEGACY DISTRICT 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.

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IN PRESENCE OF:

BONNIE CHRISTIAN, Mayor
Village of South Nyack

State of New York

ss:

County of Rockland

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Signature and Office of individual taking acknowledgment

QUITCLAIM DEED

VILLAGE OF SOUTH NYACK

S/B/L: 66.53 – 3 – 6.1 and
S/B/L: 66.53 – 3 – 6.2
65 Brookside Ave So.
Village of South Nyack
Town of Orangetown

TO

TOWN OF ORANGETOWN

RETURN BY MAIL TO:
Robert V. Magrino, Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962

**CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT
BY THE VILLAGE OF SOUTH NYACK (“THE VILLAGE” or “ASSIGNOR”)
To the TOWN OF ORANGETOWN (“THE TOWN” or “ASSIGNEE”)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) effective as of March 31, 2022 (the “Effective Date”) is entered into by and between THE VILLAGE OF SOUTH NYACK, a New York municipal corporation with offices located at 282 S. Broadway, South Nyack, New York 10960 (“the Village” or “the Assignor”) and THE TOWN OF ORANGETOWN, a New York municipal corporation with offices located at 26 W. Orangeburg Road, Orangeburg, New York 10962 (“the Town” or “the Assignee”).

WHEREAS, pursuant to the provisions of New York General Municipal Law Article 17-A and a dissolution plan duly adopted by the Board of Trustees of the Village of South Nyack as of July ___, 2021, Assignor shall dissolve after March 31, 2022, at which time Assignee shall serve as its successor with regard to all municipal matters;

WHEREAS, Assignor is in Contract to sell property at 282 S. Broadway, South Nyack, New York 10960 (S/B/L 66.70–1-21) (known as the “Village Hall” property) to one Richard DeMan, or his corporate assignee, pursuant to an agreement dated February 23, 2022 attached herewith at Exhibit “A;”

WHEREAS, Assignor is in Contract to sell the property at 65 Brookside Ave. S., South Nyack, New York 10960 (S/B/L 66.53-3-6.1 and 66.53-3-6.2) (known as the “DPW Building”) to Durso Trucking Services, Inc., pursuant to an agreement dated January 11, 2022 attached herewith at Exhibit “B;”

WHEREAS, in contemplation of Assignor’s pending dissolution, both Contracts attached at Exhibit “B” and Exhibit “A” incorporate a provision that entitles Assignor to assign its contractual rights and obligations to Assignee the Town of Orangetown;

WHEREAS, subject to the terms below, Assignor wishes to assign both Contracts to Assignee, and Assignee accepts such assignment, effective March 31, 2022 to the extent the transactions contemplated therein have not closed;

WHEREAS, for value exchanged and received, and in accordance with the Village of South Nyack Dissolution Plan dated July ___, 2021., it is AGREED:

1) Effective March 31, 2022, Assignor assigns, transfers, and conveys to Assignee, and Assignee so assumes and accepts, the rights and obligations associated with its Contracts more particularly described in Schedule “A” and Schedule “B” attached hereto, affecting the real property at 282 S. Broadway, South Nyack, New York 10960 and 65 Brookside Ave. S., South Nyack, New York 10960 (hereinafter referred to as the “Contracts”), subject to the conditions and terms contained in the Contracts and the terms herein;

2) Notwithstanding anything herein to the contrary, the parties agree that any and all future net proceeds from the sale of both 282 S. Broadway, South Nyack, New York 10960 and 65 Brookside Ave. S., South Nyack, New York 10960, shall be applied to and for the benefit of the South Nyack Legacy District established pursuant to NY GML Article 17-A, provided any sale of such properties occurs on or before April 1, 2027. Costs associated with the ownership and sale of said properties, including but not limited to maintenance, upkeep and carrying costs until such sales are consummated, compliance with environmental regulations, orders, and/or remedial measures as may be necessary, brokerage or commission fees, engineering, surveying, consultant, and architectural fees and costs, and any attorney's fees, expense and costs for legal services arising from the sale of the properties or issues related to rezoning (including but not limited to the necessity of land use board approvals) of the respective parcels, and any litigation related to the properties, shall be attributed to and paid from the South Nyack Legacy account. The South Nyack legacy account will only bear the aforementioned costs if a sale of the properties is closed on or before April 1, 2027 and the net proceeds are applied to the South Nyack legacy account. 3) Assignor covenants that Assignor is the lawful owner of the interest assigned hereunder, free from encumbrance, and that Assignor has to date performed its duties and obligations required under the terms and conditions of the Contracts;

3) Assignee hereby assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with arising from the Contracts, and any obligations set forth herein, upon and after the Effective Date of this Agreement.

4) As a condition of the rights and obligations set forth herein, Assignor hereby further agrees to transfer via quit claim deed the Village Hall and DPW properties to the Assignee on or before March 31, 2022, unless the aforementioned sales are consummated prior to that date.

5) To the extent the transactions referenced in the attached contracts are not consummated and the properties not transferred to the third parties as set forth therein, the Town may proceed in its ownership and disposition of the properties, if any, as the Town deems to be in the best interests of the residents of the former Village and Town. The provisions regarding the proceeds of any sale of these properties that takes place on or before April 1, 2027 as set forth above shall continue to apply.

(REMAINDER OF PAGE INTENTIONALL LEFT BLANK)

In WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date written below, intending the Assignment to be effective as of the March 31, 2022.

Assignor:
The Village of South Nyack

By its Mayor, Bonnie Christian

Date

Assignee:
The Town of Orangetown

By its Supervisor, Teresa Kenny

Date