

COLUMBIA COUNTY LAND BANK CORPORATION NOTICE OF PUBLIC MEETING

Please take notice that there will be a regular meeting of the Columbia County Land Bank Corporation’s Full Board to be held in person on Tuesday, November 18 2025 at 2:00 pm, at 401 State Street, Hudson, NY 12534 in accordance with Public Officers Law Section 103-a. This meeting is open to the public, who will have the opportunity to attend the meeting in person in the Committee Room at the 401 State Street address or via Zoom and provide live comments. Comments can also be provided via email before and during the meeting to cbrown@columbiaedc.com.

Meeting packets are posted and available on Columbia Economic Development’s website: <https://columbiaedc.com>.

Join Zoom Meeting:
<https://us06web.zoom.us/j/88271392740?pwd=rUakEBnTNLBCYzosuApZXaU4QHiZzb.1>

Columbia Economic Dev Corp is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting:

Meeting ID: 882 7139 2740, Passcode: 091228, Dial by your location: 16465588656

Find your local number: <https://us06web.zoom.us/j/88271392740>

Dated: November 12, 2025

Chris Brown, Housing Development Coordinator, Columbia Economic Development Corporation

CCLBC Board of Directors Agenda

Members:

Matt B. Murell – Board Chairman	Brenda Adams - Secretary	Chris Watz - Director
Ron Knott – Vice-Chairman	Mark Taylor - Director	
PJ Keeler - Treasurer	Patrice Perry - Director	

- I. Call to Order**
- II. Roll Call**
- III. October Minutes***
- IV. Executive Session***
 - a. Property Acquisition**
- V. Invoice – Insurance***
- VI. HCR Request – Budget Amendment**
- VII. Public Comment**

BOARD OF DIRECTORS MEETING

401 State Street, Hudson, NY 12534
Meeting Minutes
October 21, 2025

I. Call to Order

Matt B. Murell called the meeting to order at 3:01 PM.

II. Roll Call

Directors Present: Matt B. Murell; Brenda Adams; PJ Keeler; Patrice Perry; Ron Knott;
Chris Watz

Directors Absent: Mark Taylor

Also Present: Mike Tucker, Administrative Director; Chris Brown, Director of Operations

III. August Minutes

PJ Keeler made a motion to approve the August meeting minutes. The motion was seconded by R. Knott. The motion passed 6-0.

M. Murell	Yes
B. Adams	Yes
PJ Keeler	Yes
R Knott	Yes
C Watz	Yes
P. Perry	Yes

IV. CEDC Admin Services & Insurance Invoice

C. Brown presented an invoice from CEDC to the Land Bank for administrative services provided from July 1 to September 30 of 2025, as well as an invoice for Directors & Operators insurance renewal. B. Adams made a motion to approve, seconded by R. Knott. The motion passed 6-0.

M. Murell	Yes
B. Adams	Yes
PJ Keeler	Yes
R Knott	Yes
C Watz	Yes
P. Perry	Yes

V. Executive Session

C. Brown made a recommendation to enter Executive Session to discuss the acquisition of real property, as per New York State Public Officers Law Article 7 § 105 (h). B. Adams made a motion to enter Executive Session, seconded by R. Knott. The motion passed 4-0. The board entered Executive Session at 3:05.

M. Murell	Yes
B. Adams	Yes
PJ Keeler	Yes
R Knott	Yes
C Watz	Yes
P. Perry	Yes

The Board exited Executive Session at 3:58 PM. The motion to exit Executive Session was made by B. Adams and seconded by C. Watz. The motion passed 6-0.

M. Murell	Yes
B. Adams	Yes
PJ Keeler	Yes
R Knott	Yes
C Watz	Yes
P. Perry	Yes

VI. Public Comment

No members of the public were in attendance.

VII. Adjournment

PJ Keeler made a motion to adjourn, seconded by C. Watz. The motion passed 6-0.

M. Murell	Yes
B. Adams	Yes
PJ Keeler	Yes
R Knott	Yes
C Watz	Yes
P. Perry	Yes

The meeting adjourned at 3:59 pm.

REAL PROPERTY CONTRACT OF SALE

This is a Contract of Sale made as of the last date set forth hereinbelow between

COUNTY OF COLUMBIA, a municipal corporation with a principal place of business located at 401 State Street, Hudson, New York 12534, hereinafter referred to as “Seller,” and

COLUMBIA COUNTY LAND BANK CORPORATION, a not-for-profit corporation with a principal place of business located at 401 State Street, Hudson, New York 12534 hereinafter referred to as “Purchaser.”

The parties hereby agree as follows:

1. Premises

Seller agrees to sell and convey, and Purchaser agrees to purchase, two (2) parcels of real property, together with any buildings and improvements thereon (collectively referred to as the “Premises”), known as:

**Street address : County Route 8,
Town of Germantown, County of
Columbia, New York**

Tax map designation: 169.-1-33.200

**Street address : County Route 8,
Town of Germantown, County of
Columbia, New York**

Tax map designation: 169.-1-33.112

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. Purchase Price

The purchase price for the Property is \$116,000.00.

3. How Purchase Price Paid

The purchase price shall be paid by Purchaser to Seller as follows:

(a) At the closing of title, \$116,000.00, the balance of the purchase price, by certified or bank check(s).

4. Closing

The closing shall take place at the offices of Freeman Howard, P.C., 441 East Allen Street, P.O. Box 1328, Hudson, New York, on or about **February 1, 2026** at 10 o’clock a.m., or any other mutual date and time as the parties may otherwise agree.

“Closing” means settlement of the obligations of Seller and Purchaser to each other under this contract, including payment of the balance of the purchase price to Seller and delivery of the deed to Purchaser.

5. Possession

Seller agrees that Purchaser shall have the right to take possession of the real property immediately upon the completion of the closing of title.

6. Apportionments and Other Adjustments

(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;

(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, not to exceed thirty days. This subparagraph shall survive Closing.

7. Deed and Closing Expenses

At closing, Seller shall deliver to Purchaser a Bargain and Sale with Covenant Against Grantor's Acts 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 subdivision 5 of Section 13 of the Lien Law.

At closing Purchaser shall deliver 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 pursuant to form TP 584 and the Columbia County Supplemental Transfer Report shall be delivered by Purchaser, 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. Purchaser shall pay for all other closing expenses, including but not limited to the recording fees for the deed, mortgage, and form RP 5217 and any fees required to secure a mortgage. Each party shall be responsible for their own attorney's fees. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

8. Permitted Exceptions

The property shall be conveyed subject to:

(a) Building and zoning regulations of the city, town or village in which the Property is located and any code violations related to same.

(b) Covenants, conditions, restrictions, right-of-ways and easements of record.

(c) Public utility and ordinary pole line easements of record.

(d) Rights of the public and others in and to any part of the Property that lies within the bounds of any street, alley or highway.

(e) Any state of facts an accurate, currently dated survey may disclose, provided that same does not render title unmarketable.

(f) Real estate taxes that are a lien, but are not yet due and payable.

9. Title

Purchaser shall receive from Seller such title as any reputable title insurance company licensed to do business in the State of New York would be willing to approve and insure as marketable in accordance with their standard form policy, subject only to the terms and conditions set forth herein.

10. Fire or Other Loss

This contract does not provide for what happens in the event of fire or casualty loss before the closing of title. Unless a different provision is set forth in this Contract, Section 5-1311 of the General Obligations Law, commonly known as the "Uniform Vendor and Purchaser Risk Act" shall apply.

11. Condition of Property

Purchaser acknowledges that he/she has personally made, or caused to be made, an inspection of the premises, the buildings thereon and all the personal property simultaneously to be conveyed with the Premises, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, either written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the property, and shall accept the same in "AS IS" condition, except as otherwise set forth herein. No one has made any guarantees, representations or warranties to the Purchaser as to the condition of said property. Purchaser acknowledges that they are not relying upon and have not been induced to enter into this Contract on the basis of any guarantees, representations or warranties made by anyone regarding said property other than such representations as may be specifically set forth herein. It is agreed that by the delivery and acceptance of the Deed at the closing of title, the liabilities and responsibilities of the Seller shall be deemed to have been fully complied with and all of Seller's obligations under this Contract will have been fully performed, except only as to those provisions which are expressly represented in this Contract to survive closing.

12. 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 balance of the purchase price to pay or discharge same, provided that 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 or otherwise make acceptable arrangements for the satisfaction of said liens so long as 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 three (3) business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

13. Liability of Seller

If Seller cannot transfer good title to the real property in accordance with this Contract, Seller's only obligation to Purchaser will be to refund the amount paid by Purchaser on this Contract and Purchaser's reasonable cost of having the title examination made, not to exceed the sum of \$250.00, and after the making of such refund and reimbursement, this Contract shall be considered cancelled and neither party shall have any further rights against the other. Purchaser may nevertheless elect in writing to accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against same and without any other liability on the part of

Seller. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except those, if any, which are herein specifically stated to survive the delivery of the deed. Nothing herein shall require Seller to bring any action or proceeding or incur any expenses in order to eliminate any objections to title, and if Purchaser is unwilling to accept such title as Seller may be able to convey, then this Contract shall be considered cancelled and upon refund of said deposit to Purchaser, neither party shall have any further rights against the other.

14. Affidavit as to Judgments, Bankruptcies and Other Returns

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 a detailed affidavit at Closing satisfactory to Purchaser's title company showing that they are not against Seller.

15. Plural Words

When there is more than one Purchaser and/or Seller, the words shall be considered plural.

16. Parties Bound by Agreement

Purchaser and Seller, and their distributees, executors, administrators, heirs, successors and assigns, are bound by this Contract. This contract may be assigned by purchaser to a limited liability company or other entity,

provided purchaser holds a majority interest in same.

17. Changes in Agreement

This agreement cannot be changed except in writing duly signed by Purchaser and Seller.

18. Nature of the Contract

This proposed Contract shall not constitute an offer and neither party is bound by any of the terms and conditions of this Contract until fully executed by all of the parties and a fully executed copy has been delivered to and received by all parties and/or their attorneys.

19. Due Diligence Contingency

Purchaser's obligation to close title shall be subject to completion of its due diligence investigation to be undertaken at Purchaser's sole expense. In the event any due diligence investigation, study or report is unsatisfactory to Purchaser, Purchaser shall be entitled to cancel this contract of sale. In the event Purchaser fails to advise Seller within ninety (90) days of the date this contract is fully executed that it is cancelling the contract pursuant to this paragraph "19", then the contingency set forth in this paragraph shall be waived and considered deleted from this Contract.

20. Final Inspection

Purchaser shall have the right to make a final inspection at any reasonable time, upon reasonable notice, within forty-eight (48) hours of the time and date of closing.

21. Attorney Authority

The parties hereby agree that their attorneys shall have the authority to agree, on behalf of Seller and Purchaser, to extensions of time for any contingencies set forth herein.

22. Notices

Any notice or other formal communication required by this Contract shall be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery to any party or to his or her attorney; (ii) mailing by certified or registered mail, return receipt requested, or by Federal Express or other nationally recognized courier service providing written evidence of delivery to the address indicated at the introductory paragraph herein or to the party's attorney at his or her principal office address; (iii) facsimile transmission to any party or his/her attorney; or (iv) by e-mail transmission to his/her attorney.

Attorney for Seller:

Christopher J. Watz, Esq.
Columbia County Attorney's Office
401 State Street
Hudson, NY 12534
Phone: (518) 828-3303
Email:

Attorney for Purchaser:

Andrew B. Howard, Esq.
Freeman Howard, P.C.
441 East Allen Street
P.O. Box 1328
Hudson, New York 12534
Phone: (518) 828-2021
Fax: (518) 828-2420

email: howard@freemanhoward.com

23. Site of Closing

If the closing for this property takes place at a location which is greater than fifty (50) miles from the office of the attorney for the Sellers (Hudson, New York), the Purchaser shall pay a fee to the Seller's attorney for the time involved in traveling to and from the closing site, at the rate of \$200.00 per hour.

24. Real Property Condition Disclosure

The subject transaction is exempt from the requirements requiring delivery of a Real Property Condition Disclosure. Purchaser hereby acknowledges said exemption and agrees to hold the Seller harmless from any and all claims related to same.

25. Counter-signature and Electronic transmission of Contract Documents

IN WITNESS WHEREOF, the parties have signed this Contract as of the date written next to their signatures.

Dated: _____

Dated: _____

The Contract of Sale and any Rider may be signed separately and in counterpart which, when combined, shall constitute on single Contract of Sale. The parties hereby further agree and consent that their signature or the signature of their attorney, attorney-in-fact or agent transmitted by electronic mail (e-mail) or facsimile (FAX) shall be acceptable as if same were original signatures. This provision is made with the intent that all parties be able to expedite this transaction at any and all stages of said transaction by the use of electronically transmitted documents.

26. Entire Agreement

This Contract and the attached rider, if any, contain the entire agreement between the parties, and there are no other terms or conditions of the sale other than those set forth herein.

COUNTY OF COLUMBIA, Seller

BY: Matthew Murrell, Chairman

COLUMBIA COUNTY LAND BANK, CORPORATION, Purchaser

BY: _____