

NEW YORK STATE

AGREEMENT OF ADJUSTMENT

Map No. _____ Parcel No(s). _____

County _____ Town _____ City/Village _____

THIS AGREEMENT, made this _____ day of _____, _____, between

hereinafter referred to as "Claimant", and THE STATE OF NEW YORK, hereinafter referred to as "the State", pursuant to _____ as amended,

WITNESSETH:

WHEREAS, pursuant to the aforementioned statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation, the owner of the property affected by said appropriation or of some right, title or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of _____ DOLLARS (\$_____).

2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to authorize payment and to secure to the State a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.

3. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.

4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.

5. This Agreement is also exclusive of claims, if any (other than the claim of Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.

6. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.

7. Interest will be paid on the cash consideration herein provided for according to the conditions in Interest Supplement to Agreement, attached and made a part hereof.

8. _____

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant(s):

(Witness)

(Address)

(Witness)

(Address)

THE PEOPLE OF THE STATE OF NEW YORK

By _____
Its

APPROVED:

By _____
for the State Comptroller

Land Contract No. _____