

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY

**AGREEMENT OF ADJUSTMENT
and RELEASE OF OWNER**

PIN _____ PROC _____ PAYEE SS# _____

PROJECT _____

MAP(S) _____ PARCEL(S) _____

COUNTY _____ TOWN/CITY _____ VILLAGE _____

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

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, 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 or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation 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

_____ (\$_____).

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. 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.

4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Real Estate or 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.

5. This Agreement is also exclusive of claims, if any (other than the claim of the 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 ROW 21-8 Supplement to Agreement, attached and made a part hereof.

8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. The compensation set forth herein is to be paid only upon certificate of the Attorney General of the State of New York as required by law.

10. This agreement is exclusive of the claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by statute.

In consideration of the sum of _____ (\$ _____) and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges The People of the State of New York from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this _____ day of _____, 20____.

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

Claimant(s)

Payee SS# _____

STATE OF NEW YORK
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

APPROVED:

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: _____
(for the State Comptroller)

By: _____
(Director of Real Estate Division)

Land Contract
No. _____