

AGREEMENT

Agreement made this _____ day of July between the Town of Plattsburgh, a municipal corporation, located at 151 Banker Road, Plattsburgh, New York 122901-7301 and **Betty A. Strack**, residing at 14 Foxfire Drive, Plattsburgh, New York 12901.

BACKGROUND

A. Betty A. Strack is the owner of two crypts which she purchased from Whispering Maples Memorial Gardens, Inc., a mausoleum located on the Tom Miller Road in the Town of Plattsburgh.

B. Said mausoleum is now owned by the Town of Plattsburgh.

C. Betty A. Strack wishes to transfer said crypts to the Town of Plattsburgh for no charge and to be responsible for the costs of removing the names on said crypts.

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

SECTION 1

The Town of Plattsburgh agrees to accept the crypts for no charge.

SECTION 2

The cost for removing the names on the crypts will be \$ _____ and shall be paid upon the execution of this agreement.

SECTION 3 ENTIRE AGREEMENT

This contract and any attachments to it contain the entire agreement between the parties. Representative agrees that no other promises or inducements have been made to him/her unless contained in writing, attached or incorporated into this agreement by reference. This agreement shall bind the parties, their successors and assigns.

SECTION 4 GOVERNING LAW

This agreement, and all of the rights and obligations hereunder, shall be construed in accordance with the laws of the State of New York

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.