

**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

THIS INDENTURE, made on the day of June, 2024, between **RALLY FARM II, LLC.**, a New York Limited Liability Company, having a mailing address of 4754 Route 44, Millbrook, New York 12545, party of the first part, and

Mimas Farm, LLC, a New York Limited Liability Company, having an address of 50 West 47th Street, New York, New York 10036, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Washington, County of Dutchess and State of New York, bounded and described as follows: BEING and intended to be all that certain tract or parcel of land designated as 11.34 acres as shown on a map entitled "Lot Line Change Between Rally Farm II, LLC and Mimas Farm, LLC" Filed Map No. 12603B recorded at the Dutchess County Clerk's Office on June 6, 2024. **Being further described in the Schedule "A" Attached Hereto**

The Grantor hereby retains a permanent non-exclusive easement for ingress and egress as described in the attached Schedule "A" The Grantee shall maintain the Farm Lane and perform ordinary repairs and maintenance. Any cost and expense of construction related to a driveway permit for access for residential purposes shall be paid by the lot owner benefitting. The covenants herein shall run with the land and bind the parties and their successors, heirs, and assigns.

The above described parcel of land is not a separate building lot and is to become part and parcel with other lands of Mimas Farm, LLC described in Deed Book 22021 Deed Page 4278 Lot 6966-00-575147.

TOGETHER with all right, title and interest, if any, of the party of the first part 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;

SUBJECT to all covenants, conditions, easements, and restrictions of record.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered

