

RIDER

**to the Purchase and Sale Agreement
TOWN OF STONY POINT (“Town”) to PATRIOT HILLS PARK, LLC
(Purchaser)**

1. Rider Controls. In the event of any inconsistencies or conflicts between the form Purchase and Sale Agreement and this Rider, the terms of this Rider shall be controlling. The term “Town” herein is synonymous with the term “Seller.”

2. New York State Approval of Encumbered Parcel. Seller represents that the New York State legislature has authorized the Town to transfer a portion of tax parcel 14.04-1-26, that was transferred to the Town by the State of New York with a reverter clause requiring that the parcel be utilized for public recreation purposes (“Legislation Approval”). The transfer contemplated under this Purchase and Sale Agreement shall be free of any conditions except as specifically described herein or in the deed or letters patent from the State of New York provided, however, that in the event that such deed or letters patent include conditions other than the condition related to the alienation of the parkland, the Purchaser may withdraw from the sale if the additional condition(s) are unacceptable to the Purchaser in its sole discretion.

3. Road Easement/ Access to Recreation Complex. The portion of parcel 19.02-1-1-1, which is located to the north of Fernald Road contains an existing garage/barn structures and a portion of Turkey Hollow Road leading to the Town ballfield complex. The portion of Turkey Hollow Road running through parcel 19.02-1-1-1 shall be the subject of a permanent easement for the benefit of the Town over and across parcel 19.02-1-1-1 for the length and width of Turkey Hollow Road. The garage/barn located on the Premises shall remain and be transferred to Purchaser. Any roadways, drainage facilities or utilities exists for the benefit of the Town under or on the Premises may be relocated by Purchaser subject to any approvals from the Town or other agencies.

4. Golf Course. Stony Point residents shall be afforded access to the golf course at competitive county rates to public golf courses. Access will be reasonably provided. Guests accompanying residents (in the same foursome only) shall pay the then current course rates. Nothing herein shall prohibit Purchaser from restricting times for guests and for outings, tournaments and special events.

5. New Stony Point Recreation Community Center and Stony Point Justice Court
 - a. Purchaser shall construct a Recreation Community Center (“RCC”) available to the Town for use as a multi-purpose community recreation center. Such new RCC shall be built in accordance with all applicable State and Town codes and to such standards and finishes as are typical for said facilities. The RCC shall accommodate comparable & existing uses to those currently enjoyed by Seller. The RCC shall be built by Purchaser in the future on parcel 19.02-4-1 or another parcel owned by

Seller at Purchaser's cost and expense. The location of the parcel at 19.02-4-1 is acceptable to both Purchaser and Seller. Any alternate location requires the consent of both Purchaser and Seller. Seller shall notify Purchaser of its acceptance within sixty (60) days of request. The RCC shall include no less than 7,500 sq ft of usable space. Purchaser shall deliver to Seller renderings of the new Recreation Community Center within fifteen (15) to thirty (30) business from the execution of this agreement and the contract of sale. The Town shall vacate the courthouse upon the availability of the RCC if the Town desires to incorporate the Courthouse into the RCC. No taxes shall be assessed on the RCC or the courthouse while occupied by the Town. Seller shall maintain and repair both buildings except that Purchaser shall make structural repairs and major building system repairs to the Courthouse until it is vacated. The Town shall remain in the existing Rho Building until such time as the RCC is completed and usable. Commencement of construction of the RCC described herein shall occur within two (2) to seven (7) years of the closing of title and construction shall proceed with reasonable diligence. Within thirty (30) days of the signing of the contract of sale, Purchaser shall post a \$3,000,000 performance bond from a licensed surety company running in favor of Seller in order to ensure the construction of the RCC. Such performance bond shall provide that if Purchaser has not commenced construction of the Community Recreation Center within seven (7) years of closing of title or for any reason the Town may utilize the bond proceeds toward completion of the construction of the RCC. This paragraph shall survive delivery of the Deed and shall remain the obligation of Purchaser whether or not Purchaser remains title holder of the Premises.

- b. Purchaser, at time of closing, shall pay \$415,000 to the Town to be placed in a fund dedicated to recreation and/or Town park purposes as required by the State of New York due to the transfer of a portion of parcel 14.04-1-26 which contained a reverter clause to the State of New York or shall post a performance bond in such amount with the Town if acceptable to the State of New York.
- c. Courthouse – Within 30 days of Purchaser's notification to the Town of intent to build the RCC, the Town shall have the right to make provisions for court facilities and operations within the RCC. Specific requirements of court facilities shall be provided by the Town and all costs associated with the addition of the new Courthouse operations and facilities will be paid by the Town upon invoice(s) from the Purchaser. Payment will be due from the Town upon completion of the courthouse facilities.

Should the Town not elect within the 30-day period to include the Courthouse facilities in the RCC the Town will vacate the existing Courthouse within 24 months. If the Town fails to vacate the premises within the specified period, the Seller shall pay use and occupancy at the rate of \$9,000.00 per month thereafter. Nothing herein shall be construed to give permission for Seller to occupy beyond the expiration date and Purchaser may commence summary proceedings to remove Seller thereafter.

6. Building Removals. Purchaser shall either remove any or all of the eight (8) existing former Letchworth Village structures on parcel 19.02-1-3 or may remediate and renovate any such buildings at its option and sole cost. Removal and remediation of such structures shall include any subterranean tunnels or infrastructure connected to any such buildings. Purchaser acknowledges that such buildings require abatement due to hazardous materials and all required protocols for removal of such materials and Purchaser assumes all responsibility and liability associated with any such removal. The Town shall remove all equipment and debris from all buildings being demolished. The Town shall also provide separate electric meters for the existing Kirkbride Building, Rho Building and courthouse buildings and 10 Patriot Hills Drive (Cornell Cooperative Extension). The Cornell Cooperative Extension may remain occupied for up to sixty (60) days after closing.

Kirkbride Building. Purchaser shall lease the Kirkbride Building and accompanying parking area to the Town for \$1.00 per year unless and until an alternate site is located at a location mutually satisfactory to Town and Purchaser at which time the lease for the Kirkbride Building shall be terminated. The Kirkbride Building shall be used for youth basketball and recreation or other Town offices. Purchaser may use the upper level or unused portion of the lower level, if same does not interfere with Town related activities. Purchaser shall pay for renovations but thereafter Seller shall pay for all operational expenses, except structural repairs which shall be paid by Purchaser. The Town shall maintain insurance during its occupancy. Kirkbride Building shall not be assessed taxes. Purchaser acknowledges and agrees to abide by the current Patriot Hills – Redevelopment Incentive Overlay (Chapter 215, Article XXII, Section 141) for any proposed renovations or modifications to Kirkbride Hall.

7. Purchaser acknowledges, understands and agrees that:

- a. Seller is a Town government subject to the laws of the State of New York and that Seller may not be considered in default of any term of the Agreement if such purported default arises solely from Town's obligation to comply with any such statute; and
- b. As a municipal government, the Town acts through a public body, known as the Town Council (or "Town Board") consisting of the Town Supervisor and four Town Councilpersons and that any act, including the conveyance of property, requires a resolution to be adopted at a public meeting, as that term is defined in the New York State Public Officers Law, by a simple majority of the Town Council (i.e. at least three of the five members of the Town Council); and
- c. The Town Supervisor does not have any greater authority or power on such Town Council and may not execute any agreement without the approval of the Town Council; and
- d. The authorization of the Town Board to convey of this municipally-owned property was subject to the provisions of Town Law § 64(2) (Permissive Referendum)

which period passed without filing of a valid petition.¹

8. Town shall abandon Patriot Hills Drive and Clubhouse Lane within 90 days of closing but shall continue to maintain such roads for so long as the Town utilizes the roads for the purposes of providing access to access Town owned properties and facilities. The Town shall discontinue any maintenance with respect to such roadways when such access is no longer required or necessary for Town purposes.
9. Within six (6) to twelve (12) months after closing, the Town shall relocate the existing dog park off the Premises to another location at the cost and expense of the Town.
10. Nothing herein shall preclude the Purchaser from utilizing all existing sewer, drainage and access ways where possible for any proposed future development. The Town Board will issue a notice of intent to declare lead agency on any proposed future project on the Premises. The Town and Purchaser agree to negotiate terms for a Host Community Agreement with respect to any future development under which any inspection, building and sewer fees will be addressed in addition to any other matters agreed to by the parties. The terms to be incorporated into the Host Community Agreement must be acceptable to both parties.
11. Trees. Purchaser at its sole discretion may remove or keep currently existing trees on premises consistent with the provision of the Town Code and applicable New York State law.
12. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same contract. Any signature page of any such counterpart, or any email or PDF thereof, may be attached or appended to any other counterpart of the Agreement, and any email or PDF of any signature shall be deemed to be an original and shall bind such party.
13. At Closing, the Town shall grant Purchaser a permanent easement for maintenance vehicles to cross Parkland at Parcel #19.02-4-1 to access golf course and for construction vehicles to access portions of Purchaser's property to build a new maintenance shed.
14. At Closing, the Town shall provide easements for any and all drainage facilities, electric, water or other utilities under or across Parcel #19.02-4-1. Such easements may be relocated in the future upon application by Purchaser.
15. The Town Board will not oppose any application from Purchaser to construct and operate a restaurant including a so-called "Whiskey Lounge and Cigar Bar" provided

¹ A defective petition for permissive referendum was initially filed with the Town and after objections and a court proceeding, the Rockland County Supreme Court determined that such petitions were defective. That matter is on appeal. Rockland Co. Index No. 07163-2020. In addition, related proceeds on subsequent petitions are pending in Rockland County Supreme Court Index Nos. 035186-2020 and 035189-2020. Purchase and Seller are aware of and party to all of the mentioned proceedings.

same complies with State liquor authority laws.

16. In the event that Purchaser, subsequent to the execution of the Contract of Sale, applies for and is approved for a PILOT agreement, the Town shall agree to the attached PILOT Schedule.

17. Upon execution of the Agreement, Purchaser shall pay to the Town the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars which amount shall be held in escrow by the Town for one year from the execution of the Agreement. Such funds may be utilized by the Town to defend the Town in any litigation proceedings filed against the Town by a non-party to this Agreement commenced after the date of execution of this Agreement and prior to the expiration of one year from the date of execution of this Agreement, challenging the sale of the subject property or the transactions of Town as Seller related to such sale.

18. During the period that Seller occupies any of the buildings owned by Purchaser, Seller shall maintain liability insurance and shall name Purchaser or its successor as an additional insured.

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