

EXHIBIT "F"

CONTRACT OF SALE

July
CONTRACT OF SALE made as of the 2nd day of ~~XXXX~~ 2001, between the TOWN OF CLARKSTOWN, a municipal corporation having an office at 10 Maple Avenue, New City, New York 10956, herein after called "SELLER," who agrees to sell,

and SCENIC PROPERTIES INC.*

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate attachment marked "Schedule A," and also known as:

* A New York Corporation with address at 404 East Route 59, Nanuet, New York Town of Clarkstown "Golf Course property" located in the Town of Ramapo, consisting of five (5) parcels with the tax designations as follows:
Ramapo: 32.11-1-4; 32.11-1-14; 32.14-2-3, 32.11-1-15; 32.11-1-16
The term "Golf Course property" is used only to facilitate identity of the PREMISES and does not imply that a golf course exists or has been approved as a use for any party of the PREMISES.

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien.

Excluded from this sale are: equipment, trade fixtures and personalty of tenant and any subtenants in possession of the portion of the premises consisting of tax parcel 32.14-2-3.

1. (a) The purchase price is	\$ 7,050,000.00
Payable as follows:	
On the signing of this contract, (10% of the purchase price) by check subject to collection.	\$ 705,000.00
By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):	\$ -0-
By a Purchase Money Note and Mortgage from PURCHASER to SELLER:	\$ -0-
BALANCE AT CLOSING:	\$ 6,345,000.00

The Contract deposit shall be held in escrow by John A. Costa, Town Attorney, in a special interest bearing attorney's escrow account to be established in Union State Bank. The parties agree that the interest earned on the deposit, if any, shall be paid to the party to this Contract who is entitled to receive the deposit.

- All money payable under this contract, unless otherwise specified, shall be cash, but not over one thousand (\$1,000.00) Dollars, and Good certified check of PURCHASER, or official check of any bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the SELLER.
- The PREMISES are to be transferred subject to:
 - Laws and governmental regulations that affect the use and maintenance of the PREMISES.
 - Any state of facts an accurate survey or personal inspection of the premises would disclose.
 - Any covenants, easements, license agreements or restrictions of record affecting the premises.

(d) The lease dated August 7, 1996, between Patrick Farms LLC, as Landlord, and James Bernard, as Tenant. Said lease is appended as Exhibit "1." SELLER makes no representation or warranty whatsoever regarding the validity, efficacy, enforcement, or termination rights of any party to said lease or the rights of any successor in interest.

PURCHASER agrees to conduct its own investigation regarding said lease. SELLER will however cooperate with PURCHASER with respect to the giving of any notices to Tenant which PURCHASER requests during the contract period up to and including the day of CLOSING. PURCHASER agrees to indemnify and save SELLER harmless from any claim, or liability for any alleged breach of the provisions of the lease, which may be alleged by Tenant as a result of any act or neglect attributable to the Town of Clarkstown, its officials, employees or agents. This paragraph shall survive delivery of the deed.

(e) The premises are also sold subject to the terms and provisions of a certain contract of sale dated February 25, 1999 between Ronni A. Tortorello as Seller and Town of Clarkstown as Purchaser, which contract provided for the sale of a portion of Seller's land to the Town of Clarkstown and which contract provided for certain obligations to survive the delivery of the deed. The premises described in said contract on Schedule "A" therein was conveyed to the Town of Clarkstown, and a license agreement between the parties has been recorded. The obligations undertaken by the Town of Clarkstown set forth in the rider to the contract of sale have not been completed. PURCHASER hereby assumes the responsibility to fulfill all remaining obligations of the Town of Clarkstown. PURCHASER agrees to indemnify and save harmless the Town of Clarkstown from any claim or liability for which the Town of Clarkstown may have been responsible under said contract of sale, and survival agreement, including but not limited to the cost of defending any action or proceeding brought against the Town of Clarkstown arising out of the obligations set forth in said contract. A copy of this contract in its entirety and executed survival agreement dated March 4, 1999 is appended as Exhibit "2.". This paragraph shall survive the delivery of the deed.

4. SELLER shall give and PURCHASER shall accept such title as any title insurance company, a member of The New York State Land Title Association, will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.
5. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale with covenant against grantor's act Deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.
6. SELLER, a municipal corporation will provide PURCHASER with a certified resolution of the Town Board authorizing this contract upon acceptance of PURCHASER'S offer contained herein. Until such resolution is adopted, and subject to such adoption, no contract shall be deemed to exist.
7. CLOSING will take place at the office of the Town Attorney, 10 Maple Avenue, New City, New York, at 10:00 a.m. o'clock, no later than sixty (60) days after the expiration of the permissive referendum period provided by Town Law Sections 90, 91 and 64(2). In the event that a petition is filed with the Town Clerk challenging the sale of the subject PREMISES, and if such petition meets the requirement of Town Law Sections 90 and 91, then the voters shall be entitled to a mandatory referendum. In such case, the Closing shall take place sixty (60) days after the election results have been certified by the Rockland County Board of Elections. In the event that the voters disapprove of the sale of the subject PREMISES then this Contract shall be null and void, and the Contract deposit shall be returned to PURCHASER.

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale. PURCHASER agrees to indemnify and save SELLER harmless from any liability should any claim for brokerage be made as a result of this sale, including paying all reasonable costs of defense, including attorney's fees, whether or not any claim for commission is successful.
9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.
10. This sale is subject to all notes or notices of violations of law or order to remove violations, municipal ordinances, order or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof or at time of Closing.

SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters but SELLER shall have no obligation to take any action with respect to any such matters as PURCHASER shall take title subject to same, if any.

The SELLER discloses that it has received an Order To Remove Violation dated July 10, 2000, and letter dated May 23, 2000, from the Town of Ramapo Building Inspector concerning the subject premises. The said Order and letter are appended as Exhibit "3." The SELLER makes no representation or warranty whatsoever, regarding the existing alleged violation, and shall have no responsibility to correct or remove alleged condition which gave rise to such Order prior to or after Closing of title.

11. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments and the first installment is then a lien, or has been paid, any and all unpaid installments shall be assumed by PURCHASER at CLOSING.
12. The following are to be apportioned as of midnight of the day before the day of CLOSING.
 - (a) Rents as and when collected. Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed, but in accordance with the resolution of the Rockland County Bar Association establishing the adjustment period of January 1st through December 31st for County and Town Tax and September 1st to the following August 31st for School/Library taxes.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any error or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING for a period of sixty (60) days.

13. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
14. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefore computed to said date are produced at CLOSING.

15. If there is anything else affecting the title which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.
16. If a title examination discloses judgments, bankruptcies or other returns against persons having name the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER, or establish an escrow deposit with the Town Comptroller reasonably sufficient to guarantee against collection out of the PREMISES.
17. If transfer tax shall be due as a result of this sale, PURCHASER agrees to pay same.
18. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.
19. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract together with any interest which may have been earned on said deposit. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.
20. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "AS IS" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.
21. This contract may not be changed or cancelled except in writing: The contract shall also apply to and bind the distributees, heirs, executors, administrator, successors and assigns of the respective parties.
22. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.
23. PURCHASER shall not record this contract without the express written consent of the SELLER evidenced by the adoption of a Town Board resolution. Any breach of this provision shall be deemed a material breach of the contract authorizing its immediate cancellation and retention by SELLER of the contract deposit as a liquidated damage.
24. In addition to all other obligations provided for herein, PURCHASER agrees to pay the per diem taxes on the premises described on schedule "A," and also to pay the per diem interest on a certain bond or other debt obligation of the Town of Clarkstown having a principal balance of \$4,357,600.00, which represents the balance due on all bonded indebtedness or bond anticipation notes, the proceeds of which were used to finance the acquisition and development costs of the premises being conveyed. PURCHASER'S obligation to pay such per diem taxes and interest shall begin on the day after expiration of the permissive referendum period provided by law with respect to the subject sale and shall continue until closing of title, but nothing contained in this paragraph shall operate to extend, postpone or delay PURCHASER'S obligation to close in accordance with the provision of paragraph "7" of this Contract. To secure PURCHASER'S obligation contained herein,

PURCHASER shall provide SELLER with an irrevocable letter of credit drawn for SELLER'S benefit on a banking institution having an office in Rockland County, New York, in an amount of not less than \$100,000.00, which letter of credit shall be in a form approved by the Town Attorney of Clarkstown, the amount being calculated to compensate the Town of Clarkstown for all carrying charges on the property for the period commencing upon the expiration of the permissive referendum period until closing of title or until this contract shall be terminated by its terms or PURCHASER shall be deemed to have defaulted. To the extent necessary to enforce the benefits provided by this paragraph to the Town of Clarkstown, the obligations contained herein shall be deemed to survive Closing of title, termination of this contract by its terms or, any default of PURCHASER.

25. PURCHASER does hereby personally guarantee all funds that shall be submitted by PURCHASER, or on its behalf, to SELLER at the time of CLOSING as and for the balance of the Purchase Price; it being understood that this personal guaranty shall survive the delivery of the Deed.
26. This Contract may not be assigned by PURCHASER without the prior written consent of the SELLER, and any such assignment made without consent shall be void.
27. All notices required pursuant to this Contract shall be in writing and forwarded to the other party's attorney at the office address of such party's attorney via the United States Postal Service, certified mail, return receipt requested; and such notice shall be deemed given on the third business day following mailing of such notice. Alternatively, a notice may be delivered by an overnight delivery service, but in such case, such notice shall be deemed made upon the date such notice is actually received by the attorney. However, a notice of default or cancellation shall only be made by certified mail, return receipt requested. The named attorney for the SELLER is John A. Costa, Town Attorney, Town of Clarkstown, 10 Maple Avenue, New City, New York, 10956. The named attorney for the PURCHASER is FRANK J. KOBB, 404 East Route 59, Nanuet, New York 10954.
28. The SELLER discloses that it sent a notice to cure to the tenant, James Barnard, concerning alleged violation that the Building Inspector alleged in his letter dated May 23, 2000 (See Exhibit "3"). The tenant obtained a "Yellow-Stone" restraint against the Town of Clarkstown from the Rockland County Supreme Court under Index No. 3621/00, under the case name of James Barnard v. Town of Clarkstown. A copy of the Order to Show Cause, pleadings and answer are appended as Exhibit "4."

The Tenant, James Barnard has applied for relief from the Building Inspector's determination to the Ramapo Zoning Board of Appeals. The Tenant has alleged that he has a pre-existing right to use the PREMISES. The Ramapo Zoning Board of Appeals has not rendered a decision concerning this appeal. The hearing was held in December, 2000. The Town of Clarkstown makes no representations or warranties concerning the success of James Barnard's appeal to the Zoning Board or the lease termination rights of any party while the restraint contained in the Order referred to herein is in effect or said litigation is pending.

30. Miscellaneous:
 - (a) All prior understandings, agreements, representations and warranties, oral or written, between SELLER and PURCHASER are merged in this Contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Contract.
 - (b) Neither this Contract nor any provision thereof may be waived, changed or cancelled except in writing. This Contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this Contract may require.

(d) This Contract shall not be binding or effective until duly executed and delivered by SELLER and PURCHASER.

(e) SELLER and PURCHASER shall comply with IRC reporting requirements, if applicable. This paragraph shall survive Closing.

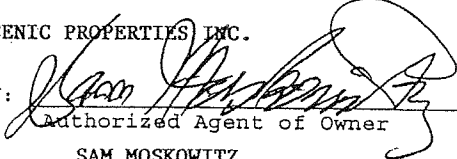
(f) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and takes such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract. This subparagraph shall survive Closing.

(g) This Contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

31. This Contract shall be governed by and construed in accordance with the laws of the State of New York. Any litigation which arises out of this Contract shall be brought in Rockland County, New York.
32. PURCHASER warrants that it has full and complete authority to do business in the State of New York. In addition, PURCHASER shall duly complete and submit an affidavit in the form annexed hereto as Exhibit "5," together with the signed copy of this Contract and required Contract deposit for consideration by the Town Board.

PURCHASER:

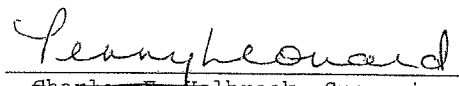
SCENIC PROPERTIES INC.

BY: 
Authorized Agent of Owner

SAM MOSKOWITZ

SELLER:

TOWN OF CLARKSTOWN

BY: 
~~Charles E. Holbrook, Supervisor~~
PENNY LEONARD, DEPUTY SUPERVISOR

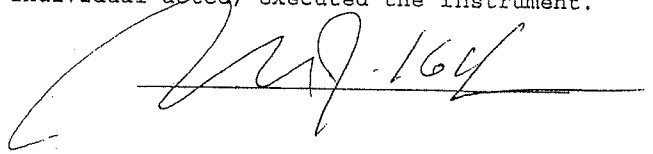
DEPUTY

The (Supervisor has accepted this offer by the authority contained in Resolution No. 549 of the Town Board, duly adopted on July 17, 2001, which Resolution is subject to a Permissive Referendum period as provided in Town Law Section 64(2).

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

July

On the 2nd day of ~~JUNE~~, in the year 2001, before me, the undersigned, personally appeared SAM MOSKOWITZ personally known to me or proved to me on the 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 capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

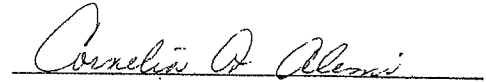


FRANK J. KOBBS
NOTARY PUBLIC, State of New York
No. 02K07319680
Appointed for Rockland County
Commission Expires January 31, 2003

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

July

On the 18th day of ~~JUNE~~, in the year 2001, before me, the undersigned, personally appeared PENNY LEONARD personally known to me or proved to me on the 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 capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



CORNELIA A. ALEMI
Notary Public, State of New York
Residing in Rockland County
No. 4765478
Commission Expires Dec. 31, 2002

PARCEL I

TAX LOT : NEW 32.11-1-4
TAX LOT OLD: 3/13A2C1A

All that certain plot, piece or parcel of land situate, lying and being in the Town of Ramapo, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at the point of intersection formed by the southerly right-of-way line of Route 202 with the westerly right-of-way line of Route 306; running thence along the westerly right-of-way line of Route 306, the following four (4) courses and distances:

- 1) S61-58-05E, a distance of 38.33 feet;
- 2) S20-13-02E, a distance of 538.82 feet;
- 3) on a curve to the right having a radius of 247.81 feet, an arc length of 172.62 feet;
- 4) S19-41-35W, a distance of 802.43 feet; running thence along lands now or formerly of Santi (Tax Lot 4-17A4), the following three (3) courses and distances:
 - 5) N70-13-25W, a distance of 420.62 feet;
 - 6) S19-41-35W, a distance of 125.00 feet;
 - 7) S70-13-25E, a distance of 420.62 feet; thence
- 8) S20-11-28W along the westerly right-of-way line of Route 306, a distance of 354.43 feet; thence
- 9) N69-28-32W along the northerly line of lands now or formerly of Moleston Fire District (Tax Lot 4-26B1), a distance of 538.00 feet; thence
- 10) S19-43-21W along the westerly line of lands now or formerly of Moleston Fire District (Tax Lot 4-26B1), a distance of 300.60 feet; thence
- 11) S27-53-48W along the westerly line of lands now or formerly of Gessner (Tax Lots 4-26B2 & 4-31B), Gellis (Tax Lot 4-31AA2A) and Paone (Tax Lots 4-31C & 4-35) a distance of 517.20 feet; thence
- 12) N68-17-43W along the northerly line of lands now or formerly of Feller (Tax Lot 4-37A), a distance of 602.54 feet; thence
- 13) S19-44-31W along the westerly line of lands now or formerly of Feller (Tax Lot 4-37A), a distance of 892.87 feet; thence

- 14) S20-39-28W along the westerly line of lands now or formerly of Feller (Tax Lot 4-37A) and Turnier (Tax Lot 4-54A8), a distance of 525.00 feet; thence
- 15) N69-43-22W along the northerly line of lands now or formerly of Cherian (Tax Lot 4-54D1), Porta & Maglio (Tax Lot 4-54D2) and Kahn (Tax Lot 4-54D3), a distance of 605.24 feet; thence
- 16) S15-10-08W along the westerly line of lands now or formerly of Kahn (Tax Lot 4-54D3) and McCallion (Tax Lot 4-54D4), a distance of 342.00 feet; thence
- 17) S16-42-18W along the westerly line of lands now or formerly of McCallion (Tax Lot 4-54D4) and Huber (Tax Lot 4-54D5), a distance of 160.49 feet; thence
- 18) N72-00-42W along the northerly line of lands now or formerly of Debra A. Preston (Tax Lot 3-16B1) and along the northerly right-of-way line of Scenic Drive, a distance of 794.43 feet; running thence along the easterly line of Tax Lot 3/13A2C1B, the following two (2) courses and distances:
- 19) N33-03-00W, a distance of 551.11 feet;
- 20) N18-27-10E, a distance of 705.67 feet; thence
- 21) S69-34-31E along the southerly line of lands now or formerly of Adler (Tax Lot 3-13A1), a distance of 203.51 feet; thence
- 22) N25-05-26E along the easterly line of lands now or formerly of Adler (Tax Lot 3-13A1), a distance of 919.88 feet; thence
- 23) N42-50-49E along the easterly line of lands now or formerly of the Town of Clarkstown (Tax Lot 3-13A2C2), a distance of 241.16 feet; running thence along lands now or formerly of Suied (Tax Lot 3-12B), the following three (3) courses and distances:
- 24) S74-39-09E, a distance of 85.00 feet;
- 25) N49-13-35E, a distance of 385.69 feet;
- 26) N15-20-51E, a distance of 245.62 feet; running thence along the southerly right-of-way line of Old Route 202, the following two (2) courses and distances:
- 27) S75-52-57E, a distance of 104.41 feet;
- 28) on a curve to the left having a radius of 462.76 feet, an arc length of 321.41 feet; running thence along lands now or formerly of Ronni Tortorello (Tax Lot 3-13A2C3), the following three (3) courses and distances:

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EXHIBIT "A"

- 29) S25-26-28E, a distance of 116.28 feet;
- 30) S70-12-18E, a distance of 251.34 feet;
- 31) N58-45-44E, a distance of 325.23 feet; running thence along lands now or formerly of Arthur J. Harris (Tax Lot 3-13A2C4), the following two (2) courses and distances:
- 32) N56-23-57E, a distance of 277.12 feet;
- 33) N71-35-43W, a distance of 368.88 feet; running thence along the southerly right-of-way line of Route 202, the following three (3) courses and distances:
- 34) N57-01-38E, a distance of 125.77 feet;
- 35) on a curve to the left having a radius of 2,540.00 feet, an arc length of 375.51 feet;
- 36) N60-54-15E, a distance of 209.00 feet; running thence along lands now or formerly of Rockland County Sewer District No. 1 (Tax Lot 3-13A2C5), the following three (3) courses and distances:
- 37) S29-05-45E, a distance of 60.00 feet;
- 38) N60-54-15E, a distance of 90.00 feet;
- 39) N29-05-45W, a distance of 60.00 feet; running thence along the southerly right-of-way line of Route 202, the following two (2) courses and distances:
- 40) N60-54-15E, a distance of 434.01 feet;
- 41) on a curve to the right having a radius of 2,460.00 feet, an arc length of 35.99 feet; running thence along lands now or formerly of Parish (Tax Lot 4-17C2), the following three (3) courses and distances:
- 42) S26-45-40E, a distance of 249.43 feet;
- 43) N63-14-20E, a distance of 199.50 feet;
- 44) N26-45-40W, a distance of 246.56 feet; thence
- 45) on a curve to the right having a radius of 2,460.00 feet, an arc length of 322.24 feet to the point or place of BEGINNING.

Containing 151.2733 acres.

PARCEL II

TAX LOT - NEW 32.14-2-3
TAX LOT - OLD 3/13A2C1B

All that certain plot, piece or parcel of land situate, lying and being in the Town of Ramapo, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Route 202, said point being located at the northwest corner of lands now or formerly of Botta (Tax Lot 3/15A1C); running thence along the southeasterly right-of-way line of Route 202, the following three (3) courses and distances:

- 1) N31-14-50E, a distance of 134.20 feet;
- 2) on a curve to the right having a radius of 960.00 feet, an arc length of 351.49 feet;
- 3) N58-01-55E, a distance of 510.27 feet; running thence along lands now or formerly of Adler (Tax Lot 3/13A1), the following three (3) courses and distances:
 - 4) S68-59-01E, a distance of 221.42 feet;
 - 5) S21-59-19W, a distance of 773.39 feet;
 - 6) S69-34-31E, a distance of 180.00 feet; running thence along the westerly line of Tax Lot 3/13A2C1A, the following two (2) courses and distances:
 - 7) S18-27-10W, a distance of 705.67 feet;
 - 8) S33-03-00E, a distance of 551.11 feet; thence
 - 9) N72-00-42W along the northerly right-of-way line of Scenic Drive, a distance of 80.00 feet; running thence along the northerly line of lands now or formerly of Bodin (Tax Lot 3/16B7), the following two (2) courses and distances:
 - 10) N72-00-42W, a distance of 136.00 feet;
 - 11) N71-32-50W, a distance of 663.71 feet; thence
 - 12) N16-32-48E along the easterly line of lands now or formerly of Searles (Tax Lot 3/15A5A8) and the easterly line of lands now or formerly of Botta (Tax Lot 3/15A1C), a distance of 1,004.55 feet; thence
 - 13) N70-50-22W along the northerly line of lands now or formerly of Botta (Tax Lot 3/15A1C), a distance of 396.39 feet to the point or place of BEGINNING.

Containing 22.3261 acres.

PARCEL III

TAX LOT- NEW 32.11-1-15
TAX LOT - OLD 3/13A2C1C

All that certain plot, piece or parcel of land situate, lying and being in the Town of Ramapo, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at a point on the northerly right-of-way line of Route 202, said point being located at the southeast corner of lands now or formerly of Spring Valley Water Company (Tax Lot 3-11A); running thence

- 1) N52-36-27W along the easterly line of lands now or formerly of Spring Valley Water Company (Tax Lot 3-11A), a distance of 778.70 feet; running thence along the southerly line of lands now or formerly of Mastromarino (Tax Lot 3-9A2), the following nine (9) courses and distances:
 - 2) N35-53-38E, a distance of 10.40 feet;
 - 3) N85-52-03E, a distance of 214.45 feet;
 - 4) N58-06-08E, a distance of 69.12 feet;
 - 5) N37-01-13E, a distance of 87.00 feet;
 - 6) N75-15-38E, a distance of 142.37 feet;
 - 7) N42-12-08E, a distance of 88.46 feet;
 - 8) N76-05-58E, a distance of 40.85 feet;
 - 9) S71-12-18E, a distance of 931.28 feet;
 - 10) S70-12-18E, a distance of 179.31 feet; running thence along the northerly right-of-way line of Route 202, the following four (4) courses and distances:
 - 11) S80-14-08W, a distance of 161.43 feet;
 - 12) S74-56-33W, a distance of 264.01 feet;
 - 13) S68-25-59W, a distance of 450.85 feet;
 - 14) S61-03-53W, a distance of 189.85 feet to the point or place of BEGINNING.
- Containing 12.1127 acres.

PARCEL V

TAX LOT - NEW 32.11-1-16
TAX LOT - OLD 3/13A2C1D

All that certain plot, piece or parcel of land situate, lying and being in the Town of Ramapo, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at the point of intersection formed by the southerly right-of-way line of Route 202 with the northerly right-of-way line of Old Route 202; running thence along the southerly right-of-way line of Route 202, the following two (2) courses and distances:

- 1) on a curve to the right having a radius of 2,960.00 feet, an arc length of 463.43 feet;
- 2) N81-48-25E, a distance of 63.27 feet; thence
- 3) S70-32-19E, a distance of 136.88 feet; running thence along the northerly right-of-way line of Old Route 202, the following three (3) courses and distances:
 - 4) S60-57-42W, a distance of 158.35 feet;
 - 5) on a curve to the right having a radius of 412.76 feet, an arc length of 310.89 feet;
 - 6) N75-52-57W, a distance of 210.24 feet to the point or place of BEGINNING.

Containing 1.3927 acres.

EXHIBIT "A"

PARCEL IV

TAX LOT 3-13A2C2

All that certain plot, piece or parcel of land situate, lying and being in the Town of Ramapo, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at a point on the southeasterly right-of-way line of Route 202, said point being located at the northwest corner of lands now or formerly of Adler (Tax Lot 3-13A1); running thence along the southeasterly right-of-way line of Route 202, the following five (5) courses and distances:

- 1) N58-01-55E, a distance of 316.68 feet;
- 2) N69-00-10E, a distance of 252.92 feet;
- 3) N53-43-13E, a distance of 238.44 feet;
- 4) N59-21-17E, a distance of 17.30 feet;
- 5) on a curve to the right having a radius of 2960.00 feet, an arc length of 103.73 feet; thence
- 6) S15-20-51W along the westerly line of lands now or formerly of Suied (Tax Lot 3-12B), a distance of 479.41 feet; thence
- 7) S42-50-49W, a distance of 241.16 feet; thence
- 8) N69-43-37W along the northerly line of lands now or formerly of Adler (Tax Lot 3-13A1), a distance of 550.81 feet to the point or place of BEGINNING.

Containing 5.0872 acres;

D30.49-3-13A2C2

EXHIBIT "A"

06-22-00 16:10 TO: TOWN ATTORNEY

FROM: 845 634 5543

P03