

**TOWN OF SKANEATELES TOWN BOARD
NOTICE OF PUBLIC HEARING**

REGARDING SALE OF REAL PROPERTY

PLEASE TAKE NOTICE that a public hearing will be held by the Town of Skaneateles Town Board, at 24 Jordan Street, Skaneateles, NY 13152 on July 8, 2021 at 7:00 pm, and by Zoom at <https://us02web.zoom.us/j/84869310409>, Meeting ID: 848 6931 0409 Passcode: 998686, for the purpose of hearing public comments on the proposed sale of certain parcels of land and all easements and other appurtenances thereto located in the Town of Skaneateles, State of New York, commonly known as 75 Fennell Street, Skaneateles, New York, bearing tax parcel No. 003.-01-01.1.

The Town Board invites submission of written and oral comments at the public hearing. Members of the public are encouraged to participate by video conference due to their being limited space at the Town Hall. Copies of proposed resolution and contract for sale of the property can be found on the Town of Skaneateles website and are also available for public viewing in the office of the Town Clerk.

By Order of the Town Board of the Town of Skaneateles.

Dated: June 23, 2021
Skaneateles, New York

Julie A. Stenger, Town Clerk
Town of Skaneateles

For Immediate Release:

Meeting Community Needs

The Town of Skaneateles and Library Association Board of Trustees propose Terms of Sale for 75 Fennell Street Property

In support of meeting long identified community needs, the Town of Skaneateles has negotiated a purchase agreement to sell this site to the Skaneateles Library Association to build a new community library for the purchase price of \$413,000.

The Library Board of Trustees is pursuing a new location for the library to address the need for more flexible, accessible, multi-generational space while retaining the current building at 49 E. Genesee Street for library and community use.

This two-part approach was approved by the Library Board in December 2019 and comes after years of analysis and research, to best meet community needs. It will allow the library to both preserve our past, while building for our future by:

- Building a right-sized library based upon community input and trustee research
- Bring new life to our current building, preserving its ambiance, supporting our downtown neighbors, and providing space for the Barrow Art Gallery.

The 2.1-acre, mixed use commercial site is located on Fennell St. just north of Ace Hardware and south of SAVES. The market value for this property has been determined to be \$413,000.

The Town of Skaneateles is addressing community identified needs, especially post pandemic, to deliver services more efficiently and effectively to the community now and into the future. This sale supports the priorities of the Town to:

- Renovate the Austin Park Pavilion, offsetting cost with proceeds from the sale
- Consolidate the Parks Department's multiple locations to Austin Park for ease of operations
- Address the input of Town Employees at the current Town Hall and best evaluate their new needs post pandemic.
- Review Town Court volume and future operations as in-person traffic has decreased significantly.
- The Comprehensive Plan supports the development of local services on the Fennell St. corridor and other community improvements to this area.

It is important to note that the Town of Skaneateles is prohibited by law from gifting Town assets and must sell any Town asset at fair market value.

A new library at the Fennell Street location will be connected to the local commercial corridor and is walkable from within the village and schools while allowing for dedicated parking as well as full and easy access for all ages, inside and out.

Community members can find the most accurate and timely information about the library's plans at skanlibrary.org.

The town looks forward to a renovated Austin Park Pavilion, and adjacent area, and delivering improved operational efficiencies with-in the parks department.

The library looks forward to creating a flexible, accessible, welcoming library and beautifying this property on Fennell Street along Skaneateles Creek.

Both organizations are committed to improving the quality of life for all residents in a financially responsible and sustainable manner.

A public hearing on the sale of 75 Fennell St. will be held July 8, 2021 at 7:00 pm at Town Hall or via Zoom Conference, Meeting ID: 848 6931 0409 Passcode: 998686

Contact the Town Clerk Julie Stenger at jstenger@townofskaneateles.com or the Skaneateles Library @ feedback@skanlib.org for more information.

**THE TOWN BOARD
OF THE TOWN OF SKANEATELES
Introductory Resolution for Sale of Real Property
June 21, 2021**

WHEREAS, pursuant to Town Law Section 64(2), the Board is considering the sale of certain parcels of land and all easements and other appurtenances thereto located in the Town of Skaneateles, State of New York, commonly known as 75 Fennell Street, Skaneateles, New York, being tax parcel No. 003.-01-01.1 (the "Property"); and

WHEREAS, the Skaneateles Library Association, a New York Not for Profit corporation with an address of 49 East Genesee Street, Skaneateles, New York 13152 (the "Purchaser") has expressed an interest in purchasing the Property; and

WHEREAS, the Property is no longer needed for municipal purposes; and

WHEREAS, the Town is not required to engage in competitive bidding or an auction process to sell real property so long as it obtains the best price obtainable in the judgment of the Board and/or the most beneficial terms available in the public interest; and

WHEREAS, representatives for the Town and the Purchaser have negotiated proposed terms of the sale set forth in the attached contract for consideration by this Board; and

WHEREAS, the Board seeks to obtain input from the public before it makes a decision as to whether it will sell the Property to the Purchaser; and

WHEREAS, the Board desires to comply with the requirements of SEQRA and its implementing regulations set forth at 6 NYCRR Part 617.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby declares its intention to engage in uncoordinated review under SEQRA and hereby preliminarily classifies the sale of the Property as an Unlisted Action; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to publish notice of a public hearing to be held on July 8, 2021 at 7 pm in the Skaneateles Town Hall, and by video conference, to consider the sale of the Property to the Purchaser.

The adoption of the foregoing Resolution was moved by Councilor McCormack, seconded by Councilor Alexander, and duly put to vote, which resulted as follows:

Janet Aaron	Voting	Aye
Courtney Alexander	Voting	Aye
Chris Legg	Voting	Aye
Kevin McCormack	Voting	Aye
Mark Tucker	Voting	Aye

The resolution was thereupon declared duly adopted.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is entered into on _____, 2021 ("Effective Date"), by and between Town of Skaneateles, Skaneateles, New York, a New York corporation, with an address of 24 Jordan Street, Skaneateles, New York 13152, ("Seller"), and Skaneateles Library Association, a New York Not for Profit corporation with an address of 49 East Genesee Street, Skaneateles, New York 13152 ("Purchaser").

WITNESSETH:

In consideration of the purchase price to be paid to Seller by Purchaser, Seller agrees to sell and Purchaser agrees to purchase those certain parcels of land and all easements and other appurtenances thereto located in the Town of Skaneateles, State of New York, commonly known as 75 Fennell Street, Skaneateles, New York, being tax parcel No. 003.-01-01.1 (the "Property"). A figure of the Property with tax parcels identified is attached hereto as **Exhibit "A"** and made a part hereof.

Purchaser and Seller agree as follows:

1. Agreement to Sell and Purchase; Description of Property. Upon and subject to the terms and conditions hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller the Property. Purchaser intends to construct a community library, related landscaped areas and a parking lot generally described and attached hereto as Exhibit B ("Purchasers Intended Use").

TOGETHER ALSO with the appurtenances thereto and all right, title and interest, if any, of Seller in and to any land lying in the bed of any public street, road or avenue, opened or proposed, in front of or adjoining said parcel of land, to the center line thereof.

2. Purchase Price. The total consideration to be paid by Purchaser to Seller for the aforesaid Property shall be a sum consistent with the equalized assessed value of the Property for the year 2020 in an amount not to exceed the sum of **Four Hundred Thirteen Thousand and 00/100 Dollars (\$413,000.00)** (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price shall be payable as follows:

a. By Purchaser depositing, within three (3) business days of the full execution and delivery of this Agreement to Purchaser, with Purchaser's attorney, the sum of **Five Thousand and No/100 Dollars (\$5,000.00)** (the "Deposit") which is to be held in escrow, to be applied to the Purchase Price or to be returned or paid to Purchaser in the event that title is not transferred to the Purchaser as herein provided or should Purchaser terminate this Contract pursuant to the terms hereof.

b. The balance of the Purchase Price by **Four Hundred Eight Thousand and No/100 Dollars (\$408, 000.00)** at Closing.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser the following:

a. Seller has and will transfer and convey to Purchaser good and marketable title to the Property, free of all liens, security interests and other encumbrances of any nature, with proper credit to the Purchaser for New York State transfer tax if paid by Purchaser. Within **30 days** after the execution and delivery of this Contract, Seller agrees to deliver to Purchaser or Purchaser's attorney: an up-to-date abstract of title, any reasonably available survey, current tax search on the Property, Seller's title policy, leases, surveys, maps, plats, permits, approvals, plans, reports, registrations, hazardous materials reports, engineering reports, environmental reports, water and/or soils reports, municipal or district tax abatement or revenue sharing arrangements, and similar documents relating to the Property, and any past or current written or electronic communications, notices, or demands to or from any governmental agency or neighboring property owner concerning the Property (collectively, the "Title Documents"). Any of the above documents which subsequently come into Seller's possession (prior to the Closing Date) shall be delivered immediately to Purchaser.

b. Any notice or notices of violation of laws or municipal ordinances, orders or requirements noted in or issued by any state or municipal department or governmental body having jurisdiction against or affecting the Property to the date hereof shall be complied with by Seller prior to the Closing of title under this Agreement and the Property shall be conveyed free of the same.

c. Seller shall have paid for all work, labor and materials furnished to the Property prior to the Closing Date or which may have been ordered by Seller and performed subsequent to the Closing Date and will indemnify and hold Purchaser harmless from any mechanic's liens, filed or otherwise claimed, in connection with any such work, labor and materials and any and all legal and related expenses incurred by Purchaser by reason of said liens.

d. Seller has disclosed its knowledge of potential past claims alleging damage to the environment or violation of any environmental laws, rules, regulations and ordinances.

e. There are no suits, actions, investigations or proceedings pending, nor will there be on the date of Closing, whether involving a governmental authority or private party, to which Seller is a party or in connection with the operation of the Property.

f. No tenant, person or entity has or will have at Closing, an option to purchase the Property or any other interest in the fee title ownership of the Property. There are no leases, recorded or otherwise, affecting the Property.

g. Seller has complete authority to execute this Agreement which has been confirmed by formal Resolution of Seller attached hereto as Exhibit B.

h. Environmental Matters.

Except as referenced in documents delivered by Seller;

(A) Notices and Permits. Seller has not received any written notice from a governmental authority with such jurisdiction that Seller is not in full compliance with any Environmental Laws with respect to the Property.

(B) Environmental Claims. There is no Environmental Claim existing, pending, or threatened against the Property.

(C) During Seller's ownership of the Property there have been no investigations conducted, or other proceedings taken or threatened by any governmental body pursuant to any Environmental Law with respect to the Property.

(D) Seller has not disposed of or permitted the disposal of any hazardous material on the Property in violation of any Environmental Law.

5. Survival of Representation and Warranties. The Representations and Warranties of Seller shall survive the transfer of title from Seller to Purchaser.

6. TITLE: TITLE EXAMINATION; OBJECTIONS TO TITLE.

a. Seller shall convey and Purchaser shall accept good and marketable fee simple title to the Property by Bargain and Sale Deed (the "Deed"), subject to the Permitted Exceptions (as hereinafter defined).

b. Upon receipt of all of the Title Documents as set out in Section 4(a) of this Agreement, Purchaser will obtain a commitment for the insurance (the "Title Commitment") from a title insurance corporation licensed to operate in New York State ("Title Company"). Purchaser shall have 30 days from and after its receipt of the Title Commitment ("Objection Deadline") to deliver to Seller a statement of defects, encumbrances or objections to title or survey matters ("Statement of Title Defects"). In the event Purchaser fails to deliver a Statement of Title Defects prior to the end of the Objection Deadline, then such failure shall be deemed a waiver of any such defects, encumbrances or objections to title and Seller shall convey title in accordance with this Agreement. Notwithstanding anything contained hereinabove to the contrary, Seller and Purchaser hereby acknowledge and agree that Purchaser automatically (i.e., without the need for further notice to Seller) objects to all mortgage liens, mechanic's liens and judgments against the Seller (collectively, the "Seller Liens") and Seller hereby agrees to have any and all such Seller's Liens against the Seller or Property satisfied and removed from the Property at or before the Closing. Upon receipt of Purchaser's Statement of Title Defects, Seller shall have twenty (20) days to notify Purchaser (a) that Seller will work with Purchaser to take such steps or make such arrangements as they shall mutually agree will satisfy Purchaser's objections; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond sixty (60) days, or (b) that Seller elects not to cause such Title Defects to be removed. If Seller fails to provide such notice, Seller shall be deemed to have elected not to remove any such Title Defects. If Seller elects not to remove such Title Defects, Purchaser shall, in accordance with Section X, below, have ten (10) days from Seller's said election to either terminate this Agreement ("Termination Date") or to give Seller notice that it has elected to take title to the Property subject to such Title Defects, except for Seller Liens (with Seller being responsible for any amounts necessary to remove said Seller Liens). If Purchaser fails to provide such notice, Purchaser shall be deemed to have elected to take title to the

Property subject to such Title Defects. Purchaser shall not be deemed to have waived any new title matters between the date of the title commitment and the recording of the deed, if any, except to the extent caused or permitted by Purchaser.

c. The Property shall be conveyed subject to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(1) Those matters that are shown on the Title Commitment and the survey and either are not objected to in writing within the time period provided in Section 6(b) above, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;

(2) The lien of all ad valorem real estate taxes, fees and assessments, if any, not yet due and payable as of the date of Closing, subject to adjustment as herein provided;

(3) Any and all covenants, restrictions, agreements, and easements of record affecting the Property (exclusive of liens of a monetary nature), provided same do not interfere with Purchaser's Intended Use. In Purchaser's sole discretion.

(4) Rights of utility companies to lay, maintain and repair pipes, lines, conduits, cable boxes and other installations on, under or across the Property, provided such rights do not materially interfere with Purchaser's use of the Property.

7. Adjustments. The following items shall be adjusted between the parties as of midnight on the Closing Date:

a. Any taxes, assessments or fees levied or imposed upon the Property on the basis of the fiscal year for which assessed. If at the time of Closing, the Property is 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, then for the purposes of this Contract all unpaid installments shall be considered due and are to be paid by Seller at Closing.

8. The Closing.

a. The Closing of the transaction contemplated herein (the "Closing") shall be held on or about **60 days** after all obligations and contingencies, as hereinafter defined, and the Seller and its Tenants have vacated the property, which Closing shall occur on or before October 31, 2022, or such other date (the "Closing Date") or as the parties may mutually agree in writing, at the office of Hancock Estabrook or the Purchaser's mortgage company and/or its counsel, or at such other place as the parties may mutually agree.

b. The following deliveries shall be made by Seller at the Closing:

i. The Deed, in proper statutory form for recording, so as to transfer and convey to Purchaser all of Seller's right, title and interest in and to the Property. The Deed will contain a covenant by Seller as required by Section 13 of the Lien Law; a Transfer Tax Return ("TP-584"), an RP-5217; and a Statement of Sale.

ii. To the extent required and legally permitted, an assignment of all of Seller's right, title and interest in any permits, approvals, licenses, or concessions, security deposits and insurance proceeds, condemnation awards.

iii. Any other documentation that Purchaser's counsel or Purchaser's mortgage lender and/or its counsel and/or Purchaser's title insurer may reasonably request.

iv. Seller and Purchaser each agree that they will, at any time after the Closing, upon the reasonable request of the other party, do, execute, acknowledge and deliver such other acts, deeds, assignments or other document to correct or complete the transaction contemplated hereby.

c. Purchaser shall pay the costs of any title insurance and recording fees for the deed and any mortgage and all costs incurred by Purchaser with this transaction; Seller shall pay all transfer taxes and expenses and costs incurred by Seller with this transaction.

9. Damage or Destruction/Condemnation.

a. Seller agrees to give Purchaser prompt notice of any fire or other casualty occurring at the Property between the date hereof and the date of Closing, or of any actual or threatened condemnation of all or any part of the Property of which Seller has knowledge.

b. If, prior to the Closing, there shall occur (i) damage to the Property caused by fire or other casualty or (ii) a taking by condemnation of all or any part of the Property, then, and in either such event, Purchaser may terminate its obligations under this Agreement by written notice given to Seller within 30 days after Seller has given Purchaser the notice referred to in paragraph (a) hereof in which event, the Deposit shall be returned to Purchaser and this Agreement shall thereafter be void and of no effect. Neither party shall thereafter have any further obligation to the other, except that the provisions contained herein which provide that they shall survive such termination will so survive. If Purchaser does not elect to terminate its obligations under this Agreement, then the Closing shall take place as herein provided, without abatement of the Purchase Price, and Seller shall assign and transfer to Purchaser at the Closing, by written instrument, all of Seller's right, title and interest in any insurance proceeds or

condemnation awards paid or payable to Seller on account of any such fire, casualty or condemnation.

c. Seller agrees to maintain appropriate insurance on the Property in an amount not less than full replacement value and will deliver a certificate to Purchaser.

10. Condition of Property. Subject to provisions of Section 9 (Damage or Destruction/Condemnation) between the date of execution of this Agreement and the Closing Date, Seller represents that it will maintain the Property in good condition, subject, however, to ordinary wear and tear. Possession of the property shall be delivered to Purchaser on the date of closing.

11. Due Diligence Period. The Purchaser intends to undertake a review and examination of all aspects of the Property, including without limitation the physical condition, state of repair, and environmental condition of the Property, zoning applicable to the Property, use of the Property, and such other matters relating to the Property as Purchaser deems appropriate in its sole discretion.

Purchaser shall have the right at all reasonable times to enter onto the Property to inspect the Property and to conduct tests and/or testing as Purchaser deems appropriate in its sole discretion. Purchaser shall complete its due diligence no later than six months from the date of this contract. ("Due Diligence Period"). The Due Diligence Period may end sooner upon the mutual consent of the parties. These investigations may include, but are not limited to, conducting a Phase I and Phase II environmental report/test. The results of the Phase I and/or Phase II must be satisfactory to Purchaser in its sole and absolute discretion or Purchaser may elect to terminate this contract.

Upon the completion of the Due Diligence Period, the Purchaser shall pursue all necessary municipal authorizations required for Purchaser to construct a library ("Municipal Authorization Period"). The Municipal Authorization Period shall last for ten months following the end of the Due Diligence Period. The Municipal Authorization Period may end sooner upon the mutual consent of the parties.

Both the Due Diligence Period and Municipal Authorization Period may be extended for up to sixty (60) days with the mutual assent of the parties, not to be unreasonably withheld. Purchaser shall have the absolute right, in its sole discretion, to terminate this Contract at any time on or before the end of the Due Diligence Period and Municipal Authorization Period, as extended. If Purchaser elects to terminate this Contract during the Due Diligence Period or Municipal Authorization Period, Purchaser shall give written notice of such termination to Seller. Upon Purchaser's giving such notice, (a) this Contract shall terminate; (b) the Deposit shall be returned to Purchaser; and (c) all rights, obligations, and liabilities of the Parties hereunder to each other and otherwise shall be released and discharged.

The sale of real property by a municipality is subject to permissive referendum. The parties agree that if community members collect sufficient signatures to force a referendum vote, the above deadlines shall be extended for a term reasonably agreed upon by the parties.

13. Broker. The parties acknowledge that no real estate agent, broker or company has been used in this transaction.

14. Conditions Precedent to Purchaser's Obligations. The obligation of the Purchaser to purchase this Property pursuant to this Agreement shall be wholly contingent upon and subject to, unless waived by Purchaser:

a. The representations and warranties heretofore made by Seller shall be correct as of the Closing Date, with the same force and effect as if such representations had been made as of the Closing Date;

b. Seller shall have complied with the terms and conditions as Seller has set forth in this Agreement;

c. Purchaser having received a commitment for title insurance containing only the exceptions provided herein and such other exceptions acceptable to Purchaser;

d. Purchaser having obtained a commitment for financing of the Property upon terms acceptable to Purchaser, including sufficient contributions or pledges by third parties in Purchaser's sole discretion for Purchaser's Intended Use based upon current reasonable commercial standards;

e. No adverse changes in the physical condition (other than normal wear and tear) of the Property.

f. Confirmation from the Village of Skaneateles that the Property is zoned for, and may be used for, Purchaser's intended business use (including, zoning and code compliance).

g. All approval from the Village of Skaneateles, including its Planning Board and Zoning Board relating to the Property and Purchaser's desired construction of a library on the Property.

h. A Phase I and Phase II Environmental report satisfactory to Purchaser's lender, if so required.

i. There being no Property or other documents reasonably required to be produced by Seller herein delivered post Due Diligence Period that are not acceptable to Purchaser.

15. Liquidated Damages. If the Seller shall tender the Deed and all other instruments required by this Agreement, in full compliance with its obligations hereunder, and the Purchaser shall fail or refuse to close this transaction as required by the terms of this Agreement, then the Deposit shall be retained by Seller, as its sole remedy, as liquidated damages for the Purchaser's default. Such amount is agreed upon by and between the Seller and Purchaser as liquidated damages.

16. Indemnity. Seller shall agree to defend, indemnify and hold Purchaser harmless from and against any and all claims for damages, injury or any causes of action related to Seller's

ownership of the Property prior to the Closing, including, but not limited to, environmental liabilities.

17. Notices. All notices required under this Agreement shall be in writing, sent by overnight mail, or certified or registered mail, return receipt requested, postage prepaid, addressed to the party to be notified at such party's address set forth in the preamble to this Agreement or to such other address as such party shall have specified most recently by like notice. The parties may, in lieu thereof, personally deliver to the other party's attorney's office, such notice by hand delivery or email communication.

18. Counterparts; Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

19. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of New York.

20. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties. Purchaser may assign this Agreement to an entity it forms to take title to the Property.

21. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

22. Force Majeure. Whenever a period of time is provided for in this Contract for either party to do or perform any act or thing, said party shall not be responsible for any delay due to acts of God or other causes beyond the reasonable control of said party, and in such event the time period shall be extended for the amount of time said party is so delayed. Specifically, any delays occasioned by the COVID-19 pandemic are considered matters of Force Majeure.

23. Attorneys' Fees. If it becomes necessary for either Purchaser or Seller to employ an attorney or to bring an action at law or other proceeding to enforce this Contract, the prevailing party shall be entitled to recover from the other party its costs, expenses, and reasonable attorney's fees.

24. Attorney Approval. This Purchase and Sale Agreement is contingent upon approval by the attorneys for Purchaser and Seller. If either party does not identify an attorney and deliver a complete copy of this fully executed agreement to said attorney within three (3) business days following execution by the last of the parties to so execute the agreement, this attorney approval contingency shall be deemed waived by that party. Each attorney will have three (3) business days (exclusive of the date of delivery of a copy of this agreement) in which to approve or disapprove the agreement. If a party's attorney neither approves or disapproves the agreement by the end of said three (3) business days, this contingency shall be deemed to have been waived by the party.

25. Post-Closing Tenancy: In the event that the closing occurs earlier than October 1, 2022, Purchaser agrees to allow Seller to occupy the Property, following the closing, until October 1, 2022, without the payment of rent, in the event that the Town requires additional time to relocate municipal operations on the Property to a new location.

26. Reverter: The deed between the parties shall include a restriction of use and reverter. In particular, the deed shall include a declaration of the intention that the Property be exclusively used as a public library. In the event that the Property is not used as a public library within ten (10) years of the execution of the deed, the Purchaser shall be deemed to have breached a condition subsequent and title to the Property shall revert back to the Seller. The Seller shall be required to return the purchase price to the Purchaser upon re-obtaining title to the Property.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller:

Purchaser:

SIGNATORIES AS REQUIRED:

SIGNATORIES AS REQUIRED:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

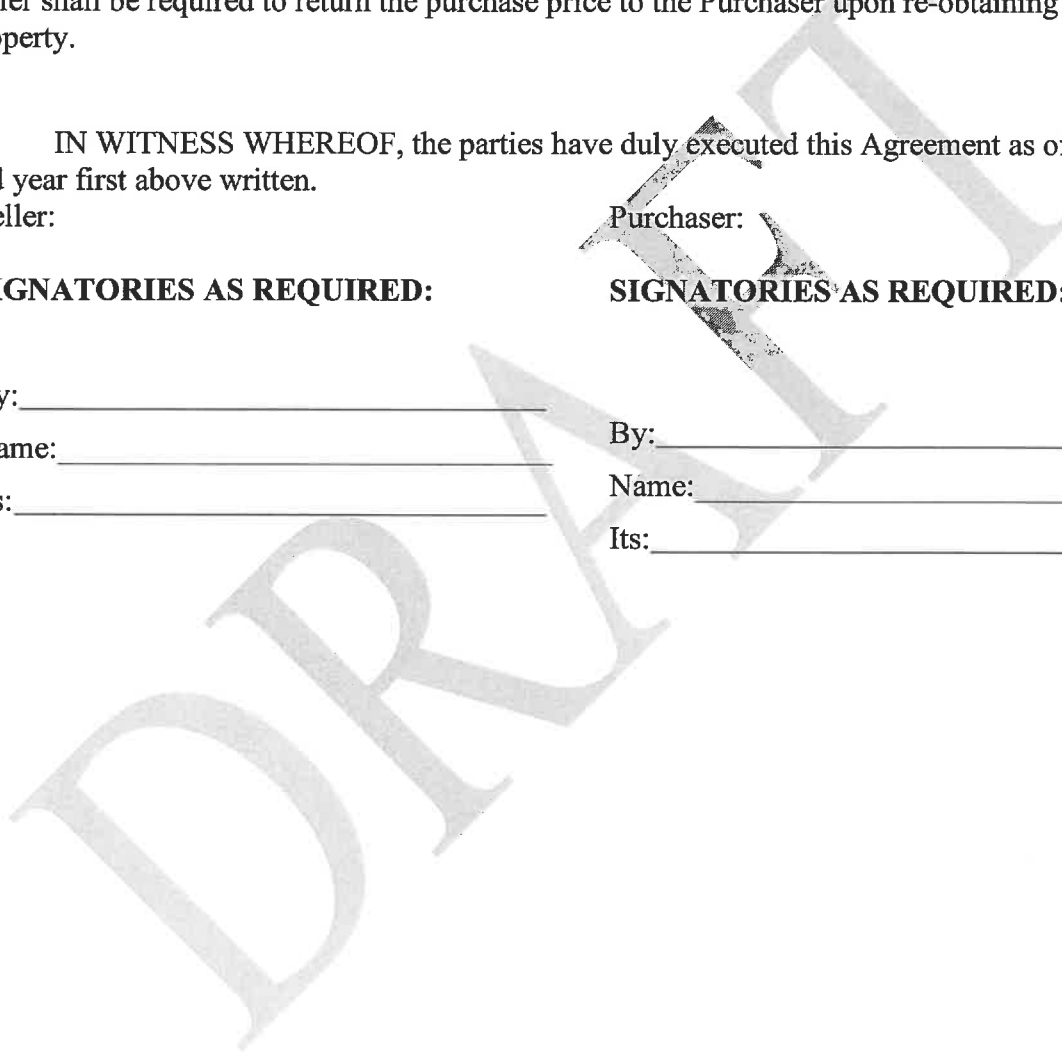
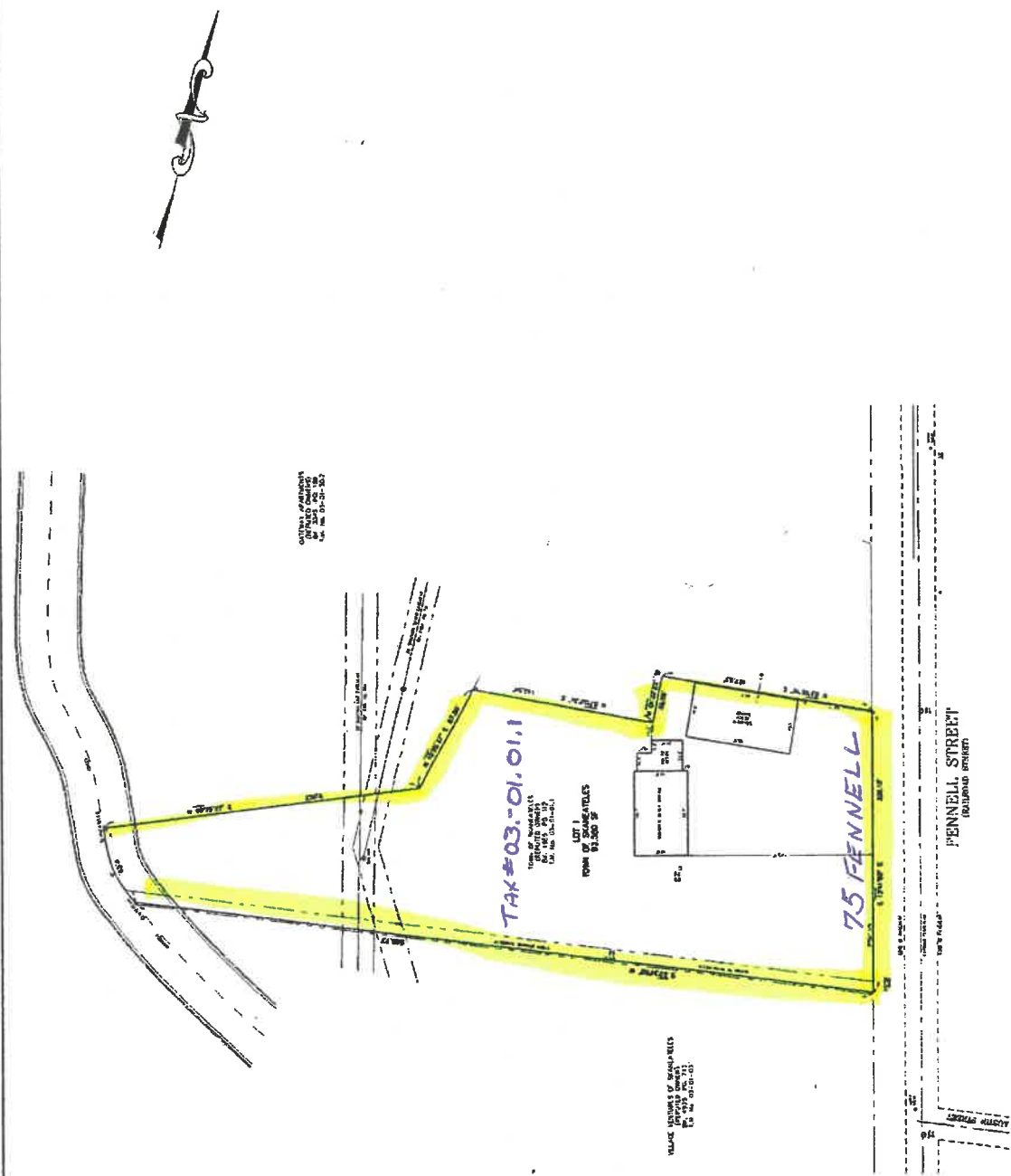


EXHIBIT A

DRAFT



<p>NOTES</p> <p>1. All areas not shown on this map are shown on the ground.</p> <p>2. All areas shown on this map are shown on the ground.</p>	<p>DATE: 03/17/05</p> <p>PREPARED BY: J. D. HOLBROOK</p> <p>CHECKED BY: J. D. HOLBROOK</p>	<p>IF IT IS A VIOLATION OF ARTICLE 14.2 OF THE ZONING ORDINANCE OF THE TOWN OF SEANEATELES, NY, ANY PART OF THIS MAP WITHIN THE DIRECT CONTROL OF THE UNDERSIGNED SURVEYOR OR HIS SUCCESSORS.</p> <p>JAY D. HOLBROOK LAND SURVEYOR 3794 ABBEY ROAD, SYRACUSE, NY 13218 PHONE: 485-1720 E-MAIL: J.D.HOLBROOK@NY.SURVEYORS.COM</p>	<p>LOCATION SURVEY LOT 1</p> <p>"SAVES/TOWN OF SEANEATELES" SUBDIVISION</p> <p>PART OF ADJUTARY LOT 27 TOWN OF SEANEATELES STATE OF NEW YORK SURVEY DATE: OCT 1, 2005</p>
<p>SCALE: 1" = 40'</p>		<p>DATE: 03/17/05</p>	<p>SCALE: 1" = 40'</p>