

CONTRACT OF SALE

DATE: August 2, 2021

SELLER: DMK Development, LLC
Address: P.O. Box 368, Marlboro, New York 12542

PURCHASER: SDL Marlboro, LLC
Address: 561 7th Avenue, Suite 903, New York, NY 10018

PREMISES: A. 137 Dock Road, Marlboro, New York (SBL: 109.1-3-13);
B. 8 Hudson Way, Marlboro, New York (SBL: 109.1-3-14.2);
C. 103 Dock Road, Marlboro, New York (SBL: 109.1-3-15);
D. Dock Road, Marlboro, New York (SBL: 108.4-3-29.1).

1. PURCHASE AGREEMENT:

Seller shall sell and Purchaser shall buy the premises (A through D above) lying and being in the Hamlet of Marlboro, Town of Marlborough, County of Ulster, State of New York (each individually and together collectively referred to as the "Premises") as more particularly described in SCHEDULE "A".

2. INCLUSIONS IN SALE:

The sale includes all right, title and interest of Seller to:

(a) All buildings ("Buildings") and all improvements on the Premises (hereinafter together with the Buildings collectively referred to as "Improvements")

(b) All appliances, fixtures, machinery, equipment and other tangible property used in connection with or attached to the Improvements or appurtenant to or at or upon all or any portion of the Premises and/or the Improvements as they currently exist at the Premises at the date hereof (collectively, "Personal Property");

(c) All right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway, opened or proposed, public or private, in front of or adjoining the Premises to the center line thereof;

(d) The rights of way, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Premises, and/or any portion thereof, and/or used in conjunction therewith;

(e) Any air or development rights appurtenant to the Premises and/or any portion thereof, and

(f) All licenses, permits, certificates and the like pertaining to the ownership, use and/or occupancy of all or any portion of the Premises and/or the Improvements. The Premises, the Improvements, the Personal Property and all other interests being sold and purchased as set forth in this Paragraph 2 are hereinafter collectively referred to as the "Property".

3. PURCHASE PRICE, DOWN PAYMENT and ALLOCATION:

3.1. The purchase price for the Property shall be SEVEN HUNDRED FIFTY THOUSAND Dollars (\$750,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Upon execution of this Contract of Sale (this "Contract"), Purchaser shall deliver to Rusk, Wadlin, Hepner & Martuscello, LLP ("Escrowee") Purchaser's check or wire of immediately available funds in the amount of SEVENTY FIVE THOUSAND Dollars (\$75,000.00) (the "Down Payment"), to be held in escrow pursuant to the terms of this Contract.

(b) At Closing, the balance of the Purchase Price, subject to adjustment as provided in this Contract, and after credit for that portion of the Down Payment which is to be credited against the

Purchase Price at Closing, shall be paid to Seller by certified funds or, at Purchaser's option, wire or immediately available funds .

3.2 The firm of RUSK, WADLIN, HEPPNER & MARTUSCELLO, LLP shall hold the Down Payment as Escrowee in an IOLA account at Sawyer Savings Bank as per the terms and conditions of Paragraph 26 herein.

3.3 The Purchase Price shall be allocated as follows:

A.	137 Dock Road, Marlborough, New York (SBL: 109.1-3-13):	\$335,000.00
B.	8 Hudson Way, Marlborough, New York (SBL: 109.1-3-14.2):	\$215,000.00
C.	103 Dock Road, Marlborough, New York (SBL: 109.1-3-15):	\$215,000.00 \$220,000.00
D.	Dock Road, Marlborough, New York (SBL: 108.4-3-29.1):	\$ 5,000.00

4. **TITLE TRANSFER SUBJECT TO:**

Provided the same do not render title unmarketable, the Premises are to be conveyed subject to the following (collectively, "**Permitted Exceptions**"):

4.1. Building and zoning regulations, provided the same are not violated by the Improvements or their use.

4.2. Any state of facts an inspection or survey of the Premises may show provided it does not make the title to the Premises unmarketable and provided no "out of possession" condition exists.

4.3. Unpaid assessments payable after the Closing Date.

4.4. Covenants and restrictions of record provided same are not violated by the existing Improvements or the use thereof.

4.5. Possible minor encroachments, of less than one (1) foot, of retaining walls, bay windows, hedges, stoop areas, cellar steps, trim and cornices, if any, upon any street or highway, provided the same does not render title unmarketable.

4.6. Public utility easements, agreements or declarations of record, provided the same does not render title unmarketable, the same are not violated by the existing Improvements or the use thereof, and the same do not render Zone Change Approval or Purchaser's proposed site plan unattainable or economically unviable.

5. **TITLE COMPANY APPROVAL:**

5.1. Seller shall give and Purchaser shall accept such title as any member of the New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the Permitted Exceptions.

5.2. Delivery of a copy of the title report to Seller's attorney, and all amendment, additions, supplements, updates, and continuations thereof/thereto shall constitute Purchaser's notice to Seller of Purchaser's title objections.

6. **DEED AND TRANSFER TAXES:**

At the Closing Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants against Grantor's Act in recordable form together with all necessary accompanying documents and forms so as to convey a fee simple title to the Premises free and clear of all encumbrances, subject only to the Permitted Exceptions. The deed and additional Closing documents shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

7. **ADJUSTMENTS AT CLOSING:**

The following are to be apportioned pro-rata as of the Closing Date:

7.1. Real estate taxes, water charges and sewer rents, if any, on the basis of the lien period for which assessed.

7.2. The Property Condition Disclosure Credits, as described in Paragraph 35.

8. **FIRE, OTHER CASUALTY, CONDEMNATION:**

8.1. This Contract does not provide for what happens in the event of fire or casualty loss before the title Closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

8.2. If, prior to the Closing Date, any portion of the Property is taken in an eminent domain or condemnation proceeding, or if Seller shall receive notice of a proposed taking of any portion of the Property in an eminent domain or condemnation proceeding, Seller shall notify Purchaser of such fact and Purchaser shall have the right to terminate this Contract by giving written notice to Seller not later than ten (10) business days after the giving of Seller's notice. If Purchaser elects to terminate this Contract as aforesaid, Escrowee shall promptly return the Down Payment to Purchaser and the parties shall have no further rights or obligations except those expressly stated in this Contract to survive termination of this Contract. If Purchaser does not elect to terminate this Contract as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Purchaser at the Closing the rights of Seller to the awards, if any, for the taking, (including the rights to all unpaid claims and other rights in connection with the condemnation proceedings) and Purchaser shall be entitled to receive and keep all awards for the taking of such Property or such portion thereof and Purchaser shall receive a credit at Closing for any awards paid to Seller.

9. **CLOSING DATE AND PLACE:**

The closing of title to the Property (the "Closing") shall take place at the law office of the attorney(s) for Seller(s), RUSK, WADLIN, HEPPNER, & MARTUSCELLO, LLP, located at 1390 Route 9W, Marlboro, New York, or via mail, on or about thirty (30) days of Purchaser obtaining or Zone Change Approval (as defined at Paragraph 38.1, the actual date of Closing hereinafter referred to as the "Closing Date."

10. **BROKER:**

Purchaser and Seller represents that Purchaser and Seller have dealt only with **Thomas Anarumo Real Estate LLC and Century 21 Alliance Realty Group** in connection with this sale and Seller agrees to pay the broker's commission in accordance with a separate agreement if and when title closes. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this Contract.

11. **PURCHASER'S LIEN:**

All money paid on account of this Contract and the reasonable expenses of examination of the title to the Premises, including the cost of a survey of the Premises (the cost of the survey not to exceed \$10,000), are hereby made liens on the Premises. The liens shall not continue after default by Purchaser.

12. **SELLER'S LIABILITY:**

If Seller shall be unable to convey a good and marketable title, subject to and in accordance with this Contract, the sole obligation of Seller shall be to refund Purchaser's Down Payment made herein and to reimburse Purchaser for cost of title examination (including the cost of a survey of the Premises not to exceed \$10,000) and, upon the making of such refund and reimbursement, this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract, and the lien, if any, of Purchaser against the premises shall wholly cease. Seller shall not be

required to bring any action or proceeding or otherwise incur any expense in excess of \$15,000.00 to render the title to the premises wholly marketable. Purchaser may, nevertheless, accept such title as Seller may be able to convey without reduction of the Purchase Price; or any credit or allowance against the same and without any other liability on the part of Seller. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract except those, if any, which are herein specifically stated to survive the delivery of the deed. The term "cost of title examination" is defined for the purpose of this Contract as the expense actually incurred by Purchaser for title examination including the cost to procure a new survey of the Premises, in no event, however, to exceed the net amount which would be charged by the title company which is a member of the New York Board of Title Underwriters, for title examination of the above premises without issuance of policy.

13. ACCEPTABLE FUNDS:

All money payable under this Contract, unless otherwise specified, shall be paid by:

- 13.1. Cash, but not over \$1,000.00;
- 13.2. Good certified check of Purchaser drawn on, or official check issued by, any bank, savings bank, federal credit union, trust company or savings and loan association having a banking office in the State of New York, or a New York State Attorney Escrow Check drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days' notice (by email) to Purchaser;
- 13.3. As to money other than the Purchase Price payable to Seller at Closing, uncertified check of Purchaser up to the amount of the adjustments;
- 13.4. Wire of immediately available funds; and/or
- 13.5. As otherwise agreed to in writing by Seller's attorney.

14. CONDITION OF PREMISES:

14.1. Except as expressly set forth herein (including, without limitation, as set forth in Paragraph 37), it is expressly understood and agreed that Purchaser shall accept the conveyance of the Property in its present condition, "as-is, where-is," "with all faults," subject to all patent and latent defects, if any, with no representation or warranty by Seller as to its fitness, suitability, habitability, or usability, including but not limited to: (i) the quality or condition of the improvements and the real property including, without limitation, the water, soil and geology, (ii) the manner of operating the Premises and the expenses related thereto, (iii) the compliance of the Premises with any laws, rules, ordinances or regulations of any governmental body, (iv) the nature and extent of any servitudes, rights-of-way, leases, possession, liens, encumbrances, licenses, reservations, conditions or otherwise and (v) any construction defects, errors or omissions. Purchaser acknowledges that it is not relying upon any representation, warranty, statement or other assertion with respect to the Premises' condition, except as expressly set forth herein, made by Seller or anyone acting or purporting to act on behalf of Seller and accepts the Premises under the express understanding that, except as expressly set forth herein, there are no express or implied warranties made by Seller or anyone acting or purporting to act on behalf of Seller with respect to the condition or value of the Premises. Except as expressly set forth in this Contract, Seller makes no other representation as to any Environmental Conditions (as hereinafter defined) relating to the Premises.

15. ENTIRE AGREEMENT:

All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation; neither party relying upon any statements made by anyone else that is not set forth in this Contract.

The acceptance of a deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Contract, except those, if any, which are specifically stated in this Contract as surviving the delivery of the deed.

16. CHANGES MUST BE IN WRITING; BINDING EFFECT; ASSIGNMENT:

16.1. This Contract may not be changed or cancelled, except in writing.

16.2. This Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors, and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

16.3. This Contract may not be assigned without Seller's consent in writing. Notwithstanding the foregoing, Purchaser shall have the right, at Closing, to assign this Contract without limitation. Purchaser shall also have the right, at any time, to assign this Contract to an entity to be formed which shall be managed by Scott Leyton, provided that the assignee assumes all obligations under this Contract in writing.

17. SINGULAR ALSO MEANS PLURAL:

Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

18. OFFER:

This Contract shall constitute an offer only and shall not be binding upon Seller until such time as this Contract is signed by Seller.

19. RIGHT TO INSPECT:

Purchaser shall have the right to enter upon the Premises with reasonable notice to Seller for the purpose of inspection during the Zoning Approval Period and within 48 hours prior to Closing.

20. DEFAULTS AND REMEDIES:

20.1. If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Down Payment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

20.2. If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to under this Contract, at law or in equity including, including but not limited to, specific performance.

20.3. Notwithstanding any provision in this Contract to the contrary, Purchaser may cure any Purchaser default hereunder by proceeding to Closing and paying the balance of the Purchase Price due under this Contract within five (5) business days after Purchaser receives notice of its alleged default.

21. SELLER'S REPRESENTATIONS:

21.1. Except as specifically set forth in this Contract, Seller makes no representation as to the taxes, expenses, or any other cost of operation and/or maintaining the Premises or the income therefrom.

21.2. Except as specifically set forth in this Contract, Seller does not and has not made any representation, statements or warranties with respect to the condition of the Premises or of the personal property, if any, or other characteristics of the Premises, the ability to build, or municipal approvals, if any, or any other expenses or operation of the Premises or any matter whatsoever affecting the Premises or the sale. Purchaser hereby expressly acknowledges that no such warranties, statements or representations have

been made, either by Seller or anyone acting on behalf of Seller, except as may be specifically set forth herein.

21.3. Neither the execution of this Contract nor the consummation by Seller of the transactions contemplated by this Contract will (a) conflict with, or result in a breach of, the terms, covenants or conditions of, or constitute a default, or result in a termination of, any agreement or instrument to which Seller is a party, (b) violate any restriction to which Seller is subject, or (c) result in the creation of any lien, charge or encumbrance upon the Property or any part thereof.

21.4. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, authorized to conduct business in the State of New York, and is the sole owner of the Property and all other improvements in connection therewith.

21.5. Seller has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all consents which are necessary to authorize or enable it to execute and deliver this Contract and to consummate the transactions contemplated in this Contract. The individual executing this Contract on Seller's behalf has been duly authorized and is empowered to bind Seller to this Contract.

21.6. This Contract has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

21.7. Seller is the sole owner of the Property and other improvements in connection therewith.

21.8. Neither the Property nor Seller is the subject of any pending or threatened reorganization, liquidation, dissolution, receivership or other action or proceeding under the United States Bankruptcy Code or any other foreign, federal, state or local laws affecting the rights of debtors or creditors generally, whether voluntary or involuntary.

21.9. There are no pending, or to Seller's knowledge threatened, condemnation or eminent domain proceedings affecting the Property.

21.10. There are no occupancy rights (written or oral), leases or tenancies presently affecting the Property by which Seller is bound other than pursuant to the leases described in SCHEDULE "C" herein ("Leases").

21.11. There are no service, maintenance, supply or employment contracts (collectively, "Service Contracts") affecting the Property.

21.12. To Seller's knowledge, there are no fuel storage tanks located at the Property, either above or below ground.

21.13. Seller has not received any notice of and has no knowledge of any pending or threatened litigation or other judicial proceedings, or any alleged violations of building codes, health codes, the Americans With Disabilities Act or the Fair Housing Act, affecting the Property and/or Seller (collectively, "Pending Litigation"). No Pending Litigation exists that would challenge or impair Seller's ability to execute, deliver or perform this Contract. Seller has not received notice of any special assessments, taxes, levies or judgments as to all or any portion of the Property. There are no actions, suits or proceedings pending by Seller against any tenant or any tenant against Seller under any Lease.

21.14. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services, labor or supplied material in connection with Seller's ownership, operation, maintenance, repair and management of the Property have been, or at the Closing will be, paid in full and all liens arising therefrom (or claims which with the passage of time or notice or both, could mature into liens) have been satisfied and released.

21.15. Any and all materials provided to Purchaser by Seller during the Zoning Approval Period and all other documents delivered to Purchaser pursuant to this Contract are true, complete and correct in all respects. Seller has not intentionally concealed any defect or condition of the Property.

21.16. To Seller's knowledge: (i) any certificates of occupancy and all other licenses, permits, authorizations and approvals required by all governmental and quasi-governmental authorities and

the requisite certificates of the local board of fire underwriters (or other body exercising similar functions) have been issued for the Property, have been paid for and are in full force and effect, (ii) that the operation of the Property as currently utilized does not violate any zoning, subdivision, building or similar law, ordinance, order or regulation or any certificate of occupancy issued with respect to the Property, and (iii) that no portion of the Property and no provision in any of the Leases are in violation of any law, ordinance, order, regulation or any governmental authority or requirement or the requirements of any local board of fire underwriters (or other body exercising similar functions).

21.17. To Seller's knowledge, there exist no defective conditions, structural or otherwise, with respect to the Property. The water, sanitary sewer, storm sewer, electric, telephone and other public utility systems serving the Property are directly connected to the lines and/or other facilities of the respective public authorities or utility companies providing such services or accepting such discharge, either adjacent to the Property or through easements or rights of way appurtenant to and forming a part of the Property.

21.18. Seller is not (i) identified on the OFAC List (as hereinafter defined) or (ii) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

21.19. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1954, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" (as such term is defined in the regulations issued under Internal Revenue Code Section 1445) by Seller in the transaction contemplated hereby.

21.20. Seller has good and marketable fee simple title to the Property, subject to liens that will be paid in full, satisfied, canceled and discharged at or prior to Closing.

21.21. Seller is the fee simple owner of the Property and no other party has any claim to the Property by reason of any purchase and sale agreement, option to purchase, right of first refusal, right of first offer, land installment contract, or other similar agreement or instrument, and Seller has no knowledge of any claim to the Property by adverse possession or other prescriptive right.

21.22. To Seller's knowledge, there are no unrecorded rights of access in, to or across the Property.

21.23. To Seller's knowledge, there are no assessments for public improvements that have been imposed against the Property.

21.24. To Seller's knowledge, there are no real estate tax abatements presently in effect with respect to the Property.

21.25. No portion of the Premises has been used as farmland. The Property is not subject to an agricultural rollback.

21.26. Seller has not received any notice from an insurer or mortgagee that work is required to be completed with respect to the Property.

21.27. The representations and warranties of Seller set forth in this Contract shall survive the Closing and the delivery of the deed for a period of one (1) year.

22. **BANK CHECKS/CERTIFIED FUNDS:**

In the event that Purchaser does not at the time of Closing have a bank check or certified check to pay the balance of money due to Seller, or has not wired to Seller or Escrowee immediately available funds constituting the balance due Seller from Purchaser at Closing, then, in that event, Purchaser

hereby agrees that all papers shall be held in escrow pending the clearance of any draft used to pay the balance of said Purchase Price and adjustments.

23. LEGAL FEES:

Intentionally omitted.

24. CERTIFICATE OF OCCUPANCY:

If Purchaser is unable to obtain through the usual request of Purchaser's title company a Certificate of Occupancy, Certificate of Compliance and/or Pre-Dates Code Letter (not requiring a visual inspection) for all improvements at the Premises, Seller shall at Seller's sole expense supply the same within seven (7) days after receiving notice.

25. 1099 AND FIRPTA REQUIREMENTS:

Seller hereby agrees to provide pursuant to Section 6045 of the Internal Revenue Code information for the completion of a 1099-B and W-9 signed by Seller to Purchaser or to the lending institution Purchaser is obtaining financing through, if applicable. Seller hereby agrees to provide to Purchaser, pursuant to Section 1445 of the Internal Revenue Code, a FIRPTA Affidavit.

26. ESCROWEE:

26.1. Seller's attorney ("Escrowee") shall hold the Down Payment for Seller's account in escrow in an IOLA account maintained by the attorneys for Seller until Closing or sooner termination of this Contract and shall pay over or apply the Down Payment in accordance with the terms of this paragraph. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing the Down Payment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives notice to Escrowee demanding payment of the Down Payment, Escrowee shall give prompt notice to the other party of such demand. If Escrowee does not receive notice of objection from such other party to the proposed payment within 10 business days after the giving of such notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such notice of objection within such 10-day period or if for any reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by notice from the parties of this Contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Down Payment with the Clerk of a Court in the county in which the premises are located and shall give notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

26.2. The parties acknowledge that, although Escrowee is holding the Down Payment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with the right of contribution) agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrowee.

26.3. Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

26.4. Escrowee acknowledges receipt of the Down Payment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this Contract.

26.5. Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Down Payment or any other dispute between the parties whether or not Escrowee is in possession of the Down Payment and continues to act as Escrowee.

26.6. The party whose attorney is Escrowee shall be liable for any loss of the Down Payment.

27. **VIOLATION NOTICES:**

All notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued prior to the date of Closing by any governmental or quasi-governmental department, agency or bureau having jurisdiction as to conditions affecting the Property shall be removed by or complied with by Seller on or prior to the Closing Date and Seller shall pay all fees, fines and penalties due in connection therewith on or prior to the Closing. Notwithstanding the foregoing, if the cost to remove such violations would exceed \$25,000.00, Seller shall have the option of either complying with such violations or canceling this Contract. If Seller exercises the option to cancel this Contract by virtue of the foregoing, Seller shall refund to Purchaser all monies paid hereunder together with the cost of title examination, whereupon this Contract shall be deemed terminated without any further obligation by either party to the other. If Seller elects to correct/remove said violations, Seller shall do so prior to the Closing. Notwithstanding the foregoing, in the event Seller elects to cancel this Contract, Purchaser may elect to proceed with the purchase without Seller complying with the violation, in which event, Seller will credit Purchaser at Closing with \$25,000.00 towards the Purchase Price.

28. **SELLER'S USE OF CLOSING MONEY:**

If at Closing there are liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the Purchase Price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Property and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (which may be made via email), given not less than three (3) business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

29. **CONSTRUCTION OF CONTRACT TERMS:**

In any construction of the terms of this Contract, none of its terms shall be construed against Seller by reason of the fact that Seller or its attorneys drew this Contract, since the final terms of this Contract are the result of negotiations by parties having equal bargaining powers, with each of the parties having full access to legal representation.

30. **COMPLIANCE/COOPERATION PROVISION:**

Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other to carry out the intent and purpose of this Contract. This paragraph shall survive Closing for a period of twelve (12) months.

31. **SELLER'S AFFIDAVIT:**

If a title examination discloses judgments, bankruptcies or other returns against persons having names the same or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

32. CAPTIONS:

The captions in this Contract are for convenience of reference only and in no way define, limit or describe the scope of this Contract and shall not be considered in the interpretation of this Contract or any provision hereof.

33. AGRICULTURAL DISTRICT NOTICE (RPL § 333.c):

33.1. This notice is to inform Purchaser that the Premises may lie partially or wholly within an agricultural district, farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors, if applicable.

33.2. In the event the Premises is subject to agricultural rollback taxes, Seller shall be responsible to for payment of the same. This provision shall survive the Closing and the delivery of the deed.

34. CLOSING DELIVERABLES:

34.1. At the Closing, Seller shall deliver the following to Purchaser:

34.1.a. A statutory form of Bargain and Sale Deed with Covenants Against Grantor's Acts, containing the covenant required by Section 13 of the Lien Law of the State of New York, and executed in proper form for recording so as to convey to Purchaser fee simple title to the Property, subject only to the Permitted Exceptions, if any;

34.1.b. A form TP-584 duly executed by Seller, a New York State Equalization Form (RP-5217) executed by Seller and any other instruments, affidavits and/or tax returns as are customarily executed by the seller of an interest in real property in connection with the recording of a deed;

34.1.c. Certificates, licenses, permits, authorizations, and approvals issued for or with respect to the Property by governmental and quasi-governmental authorities having jurisdiction to the extent they are then in Seller's possession and not posted at the Property;

34.1.d. A non-foreign affidavit with respect to Seller as required by IRC Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, and Purchaser shall not deduct or withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

34.1.e. Such affidavits as the Title Company may reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same or similar to Seller's name; and other documents as the Title Company may reasonably require;

34.1.f. Checks to the appropriate officers in payment of all applicable real property transfer taxes and copies of any required tax returns therefor executed by Seller, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser at Closing with the amount thereof;

34.1.g. A 1099S Form completed by Seller;

34.1.h. A certification that all representations made hereunder are true as of the Closing Date;

34.1.i. Possession of the Property in vacant, broom clean condition and free of debris, and keys for the Improvements; and

34.1.j. Such other instruments, agreements or other documents as may be necessary or convenient to effectuate the provisions of this Contract.

34.2. At the Closing, Purchaser shall deliver the following to Seller:

34.2.a. The balance of the Purchase Price, subject to adjustment as provided in this Contract, by immediately available federal funds transferred by wire to such account(s) in such

bank(s) as Seller shall designate or by certified or official bank teller's check(s) to Seller and/or its designees;

34.2.b. A letter authorizing Escrowee to disburse the Down Payment to Seller;

34.2.c. Countersigned real property transfer tax returns; and

34.2.d. Any other documents as are required by this Contract to be delivered by Purchaser or as reasonably requested by Seller in order to effectuate the provisions of this Contract.

35. PROPERTY CONDITION DISCLOSURE STATEMENT:

Pursuant to Real Property Law §463(7), in lieu of Seller providing a Property Condition Disclosure Statement, Seller shall provide a \$500 credit at Closing to Purchaser for each of the two (2) parcels (Parcel B and Parcel C) which contain a residential dwelling, for a total \$1,000.00 credit at Closing.

36. PURCHASER FINANCING:

In the event Purchaser obtains mortgage financing in connection with the transaction contemplated in this Contract, Seller shall, at no cost to Seller, use commercially reasonable efforts to cooperate with Purchaser in connection with such financing, including, but not limited to, the execution of reasonable documentation. Nothing contained in this Paragraph 36 shall be deemed to mean that the transaction contemplated by this Contract is contingent upon financing.

37. ENVIRONMENTAL MATTERS:

37.1. Notwithstanding anything to the contrary contained in this Contract or in any other agreements between the parties, this Paragraph contains the parties' exclusive agreement relating to Environmental Conditions (as hereinafter defined) affecting the Property.

37.2. Definitions. As used in this Paragraph, the following terms shall have the following meaning:

37.2.a. "**Environmental Law**" means any current or future federal, state or local law, statute, ordinance, rule, regulation, agency guideline, or common law theory or doctrine relating to: (i) human health and the environment; or (ii) the generation, storage, possession, use, handling, transportation, treatment, disposal or Release of Hazardous Substances. The term "Environmental Law" includes, but is not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300(f), et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the New York State Environmental Conservation Law (McKinney's, Article 1 through 71), the New York State Navigation Law (inclusive of McKinney's, Article 12), and the Suffolk County Sanitary Code, as such laws or ordinances may hereinafter be amended or supplemented.

37.2.b. "**Environmental Condition**" means the presence or Release of a Hazardous Substance at, in or otherwise affecting the Property, the actual or potential violation of an Environmental Law, the existence of an Environmental Claim, and any other condition or event which could subject Seller or Purchaser to potential liability under any Environmental Law.

37.2.c. "**Hazardous Substance**" means any pollutant, contaminant, chemical, waste, substance or material regulated under or covered by an Environmental Law, including but not limited to, asbestos, petroleum, and polychlorinated biphenyls.

37.2.d. "**Corrective Action**" means to investigate, assess, monitor, abate, cure or remediate Environmental Condition(s), on notice to and in accordance with the directives and oversight of the federal, state or local agency or agencies having jurisdiction over the Environmental Condition(s).

37.2.e. "**Environmental Claim**" means any summons, complaint, demand, order, appearance ticket, indictment, search warrant, accusatory instrument, judicial decree, consent decree, consent order, hearing notice, administrative order, notice of violation, subpoena, discovery

request, action, proceeding or investigation, whether administrative, civil or criminal, including any claims alleging negligence, nuisance, trespass, strict liability, toxic tort or any other claim, brought or initiated by or on behalf of any federal, state or local authority or any individual, group of individuals or private organizations, in connection with an Environmental Condition.

37.2.f. **“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance at or in the Property or the soil and groundwater underlying the Property and, as used herein, the term “Release” shall also include the abandonment or discarding of tanks, barrels, containers or other receptacles containing Hazardous Substances.

37.3. From the period beginning as of the date hereof and ending on the date which is ninety (90) days from the date hereof, Purchaser and its designees may conduct any and all investigations and studies concerning the Property as Purchaser shall determine in its reasonable discretion including, without limitation, a Phase I and/or Phase II environmental site assessment of the Property. Purchaser shall deliver to Seller copies of Purchaser’s Phase I and/or Phase II environmental site assessment reports (“**Purchaser’s Environmental Report**”) within a reasonable amount of time after its receipt thereof. Seller shall (i) cooperate with Purchaser and Purchaser’s representatives in connection with such activities, and (ii) provide Purchaser with any SEQR reports it has in its possession.

37.4. Seller acknowledges that Purchaser has agreed to purchase the Property clean and/or free of Environmental Conditions. In the event Purchaser’s Environmental Report has revealed the presence of one or more Environmental Conditions at the Property, Seller shall, within ten (10) days of receipt of Purchaser’s Environmental Report, notify Purchaser in writing (“**Seller’s Election Notice**”) that Seller elects to: (i) perform and complete the required Corrective Action prior to Closing, subject to the terms and conditions set forth herein; or (ii) terminate this Contract and refund the Down Payment to Purchaser, and upon such refund and neither party shall have any further rights or obligations with respect to the other (except those provisions which expressly survive termination of this Contract). In the event Seller fails to timely notify Purchaser of its election, such non-response shall be deemed as Seller’s election not to perform the required Corrective Action and to terminate this Contract.

37.5. In the event that Seller elects not to complete the required Corrective Action and terminate this Contract, Purchaser may, in its sole discretion, within five (5) days of its receipt of Seller’s Election Notice waive its objection to the Environmental Condition(s), in which case (i) Seller’s Election Notice shall be deemed withdrawn and of no further force and effect, (ii) Seller shall have no obligation to perform the Corrective Action, and (iii) Purchaser shall take title to the Property subject to the Environmental Condition(s). In the event Purchaser fails to timely notify Seller of its election, such non-response shall be deemed as Purchaser’s acknowledgment of Seller’s termination of this Contract and upon Seller’s refund of the Deposit to Purchaser this Contract shall terminate and neither party shall have any further rights or obligations with respect to the other (except those provisions which expressly survive termination of this Contract).

37.6. In the event that Seller elects to complete the required Corrective Action, but fails to complete the required Corrective Action before the Closing Date, Seller may postpone the Closing until Seller completes the Corrective Action, but such adjournment shall not exceed six (6) consecutive months.

37.7. **TIME IS OF THE ESSENCE** for all time restrictions and deadlines set forth in this Paragraph 37.

38. ZONE CHANGE APPROVAL CONTINGENCY AND ZONING APPROVAL PERIOD:

38.1. In the event this Contract is not terminated pursuant to the provisions of Paragraph 37 above, Purchaser’s obligations under this Contract shall be contingent upon Purchaser obtaining a change of zone from the applicable municipal authorities in the Town of Marlborough to permit the development of the Property with not less than one hundred (100) residential for-sale condominium units (the “**Development**”) on the Premises (collectively “**Zone Change Approval**”). Purchaser shall pursue the Zone Change Approval with all expediency at Purchaser’s sole cost and expense. Purchaser shall have

until ten (10) months from the date hereof to obtain Zone Change Approval (the "Zoning Approval Period").

38.2. In the event Purchaser obtains Zone Change Approval on or before expiration of the Zoning Approval Period, Purchaser shall be deemed to have satisfied this Zone Change Approval contingency, the Down Payment shall automatically become non-refundable but credited against the Purchase Price, and the Closing shall occur on or about thirty (30) days of Purchaser's receipt of the Zone Change Approval.

38.3. In the event Purchaser does not obtain Zone Change Approval prior to the expiration of the Zoning Approval Period, then Purchaser may elect to terminate this Contract and receive a refund of the Down Payment, and upon such return of the Down Payment to Purchaser, neither party shall have any further rights or obligations with respect to the other (except those provisions which expressly survive termination of the Contract). Should Purchaser elect to terminate this Contract pursuant to this Paragraph 38.3, then Purchaser shall give notice to Seller of such termination prior to the expiration of the Zoning Approval Period. Purchaser's failure to give timely notice of the same shall be deemed Purchaser's waiver of its right to cancel this Contract Pursuant to this Paragraph 38.3.

38.4. If despite its good faith efforts to obtain Zone Change Approval, Purchaser reasonably believes that Zone Change Approval will not be obtainable within the time periods set forth in this Contract, or if a condition of Zone Change Approval would cause Purchaser's development of the Property to be economically unviable, Purchaser may terminate this Contract prior to the expiration of the Zoning Approval Period on not less than ten (10) business days' prior written notice to Seller and Escrowee. Upon Escrowee's receipt of such cancellation notice from Purchaser, Escrowee shall promptly return the Down Payment to Purchaser and the parties shall have no further rights or obligations except those expressly stated in this Contract to survive termination of this Contract.

38.5. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's application for Zone Change Approval, including (without limitation) joining Purchaser in its application for Zone Change and/or appointing Purchaser as Seller's agent with respect thereto.

38.6. Purchaser may, at any time, and at its sole election, waive the zoning contingency set forth in this Paragraph 38 and proceed to Closing within thirty (30) days of such waiver.

38.7. In the event this Contract is not otherwise terminated pursuant to the provisions of this Paragraph 37, upon the expiration of the Zoning Approval Period, Purchaser shall be deemed to have waived the Zone Change Approval contingency, the Down Payment shall automatically become non-refundable but credited against the Purchase Price, and the Closing shall occur within thirty (30) days of expiration of the Zoning Approval Period.

38.8. **TIME IS OF THE ESSENCE** for all time restrictions and deadlines set forth in this Paragraph 38.

39. INSPECTION BY PURCHASER AND INDEMNIFICATION OF SELLER:

39.1. From the date hereof to the date which is ninety (90) days from the date hereof, Purchaser intends, and shall have such right, to conduct a due diligence review, examination, and inspection of such reasonable matters relating to Purchaser's acquisition of the Premises, including without limitation, a geotechnical report, utility availability determinations, inspections (structural, pest, radon and others), collection of soil, groundwater, soil vapor and asbestos samples from the Property and the structures located thereon, and such other invasive testing as Purchaser deems appropriate, a review of Seller's existing title, and a review of Seller's existing site plans and/or surveys. If Purchaser is dissatisfied with any results of its inspection, Purchaser may terminate this Contract by providing written notice to Seller and Escrowee on or before ninety (90) days from the date hereof. Upon Escrowee's receipt of such cancellation notice from Purchaser, Escrowee shall promptly return the Down Payment to Purchaser and the parties shall have no further rights or obligations except those expressly stated in this Contract to survive termination of this Contract.

39.2. Purchaser shall indemnify, defend and hold Seller harmless from any and all liabilities, causes of action, claims or proceedings arising out of any and actions undertaken by Purchaser or its agents,

employees or contractors at or on the Premises but not for any liabilities, claims, actions, demands, costs or expenses arising from any negligence or misconduct of Seller or any agent, contractor or employee of Seller. This indemnity will survive the Closing or termination of this Contract.

39.3. From the date hereof to the date which is ninety (90) days from the date hereof, Purchaser shall have the right to inspect the Premises in accordance with the terms, conditions and limitations set herein as follows:

(a) Purchaser shall provide Seller not less than two (2) business days advance written or electronic mail notice, of Purchaser's intent to enter the Premises, given to Seller and/or Seller's designated agent, Doug Smith of DMK Development LLC at dsmith4655@gmail.com (914-456-6575);

(b) Purchaser's entry shall be conducted in a manner which will minimize the impact on the Premises and the tenants in occupancy thereof;

(c) Except during Premises site inspections, and then only to those employees designated by Seller, Purchaser may not contact any employee of Seller or tenant without the consent of Seller, which consent shall not be unreasonably withheld or delayed;

(d) All inspections shall be at Purchaser's sole cost and expense and shall be in accordance with applicable laws, including, without limitation, laws relating to worker safety and the proper disposal of discarded materials;

(e) Seller or its designated representative shall have the right to be present during each entry onto the Premises;

(f) Notwithstanding anything herein to the contrary, Purchaser shall not perform any sampling, boring, drilling or other physically intrusive testing into the structures or ground comprising the Premises, including, without limitation, a Phase II environmental assessment, without first (i) submitting to Seller the scope and specifications for same, (ii) obtaining the prior written consent of Seller for same, which consent shall not be unreasonably withheld or delayed, and (iii) Purchaser agreeing to restore the Property to its condition prior to same, reasonable wear and tear excepted, in the event this Contract is terminated and the Closing does not occur;

(g) Neither Purchaser, nor any of its agents, contractors and/or employees (collectively hereinafter called the "**Purchaser's Representatives**") shall destroy or damage any portion of the respective Premises. In the event this Contract is terminated and Closing does not occur, Purchaser shall repair promptly any physical damage caused by its access on the respective Premises and shall restore the Premises to its condition as it existed immediately prior to such access, reasonable wear and tear excepted; and

(h) Purchaser shall cause each Purchaser Representative to be aware of the provisions of Paragraph 39 and the obligations of such parties hereunder. Purchaser will be fully responsible for its own compliance, and for compliance by all Purchaser Representatives.

(i) Prior to such time as Purchaser or any Purchaser Representative shall enter the Premises, Purchaser shall: (1) obtain policies of general liability insurance, from insurers which are reasonably satisfactory to Seller, which shall insure Seller with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and (2) provide Seller with certificates of insurance evidencing that Purchaser has obtained the aforementioned policies of insurance and evidence of the payment of the premium therefor. Said policies shall insure the contractual liability of Purchaser covering Seller and shall: (i) name Seller as an additional insured, (ii) contain a cross-liability provision and (iii) contain a provision that the insurance provided by Purchaser hereunder shall be primary and non-contributing with any other insurance available to Seller.

(j) Purchaser shall keep confidential the results of all testing, reports or other information provided to or generated by it or a Purchaser Representative under this Contract and will not disclose any such information to any person other than: (i) Purchaser Representatives; (ii) those who are actively and directly participating in the evaluation of the applicable Premises and the negotiation and execution of a definitive agreement with respect to the sale of the Premises;

and/or (iii) as required by law or court order; provided, however, that the party required to disclose by law or court order shall endeavor to immediately give Seller notice in order to enable Seller to seek a protective order from such disclosure.

39.4. The terms of this Paragraph 39 shall expressly survive the Closing or the termination of this Contract.

39.5. TIME IS OF THE ESSENCE for all time restrictions and deadlines set forth in this Paragraph 39.

40. **ATTORNEY AUTHORIZATION FOR EXTENSIONS OF TIME:**

By the execution of this Contract, Seller(s) and Purchaser(s) hereby agree that their respective counsel, on behalf of their respective client(s), are authorized to extend any period of time for the performance by either party of any term or condition of this Contract without the necessity of execution of any agreement by Seller(s) or Purchaser(s), provided that such agreement to extend such period of time is in writing and signed by the attorneys for both parties.

41. **EXECUTION OF CONTRACT, COUNTERPARTS and E-DELIVERY:**

41.1. This Contract of Sale, and/or any rider or addendum thereto, may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other party; it being understood that all parties need not sign the same counterparts.

41.2. The exchange of copies of this Contract of Sale, and/or any rider or addendum thereto, and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Contract of Sale, and/or any rider or addendum thereto, as to the parties and may be used in lieu of the original Contract of Sale, and/or any rider or addendum thereto, for all purposes. Manual signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

42. **LEASES:**

42.1. Seller represents and warrants that there are no tenants at the Premises other than those set forth on the rent roll in SCHEDULE "C" (the "Rent Roll"). Seller further represents and warrants that the information contained in the Rent Roll is true and accurate.

42.2. Seller shall make best efforts to deliver the Property to Purchaser vacant, broom-clean and free of all tenancies on the Closing Date.

42.3. Seller shall not, without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole and absolute discretion: (a) amend, renew or extend any lease affecting all or any portion of the Property in any respect, unless required by law; or (b) grant a written lease to any tenant occupying space pursuant to a lease or otherwise.

42.4. Seller shall reasonably cooperate in Purchaser's attempts to have the tenants at the Premises sign a vacate agreement (a "Vacate Agreement") substantially similar in form to the agreement attached hereto in SCHEDULE "D," including without limitation Seller's execution of the same. Seller hereby authorizes Purchaser to send a sixty (60) day notice of termination to the tenants once Purchaser informs Seller (which such notice may be made by email to Seller's attorney) that Purchaser has received Zone Change Approval, which notice shall be in the form set forth in SCHEDULE "D" attached hereto. In the event any tenant fails to vacate the Property on or before the date set forth in such termination notice, Purchaser shall be responsible, at Purchaser's sole cost and expense, for pursuing eviction proceedings against the tenants. Seller, at Purchaser's request, shall reasonably cooperate with Purchaser in connection with Purchaser's eviction proceedings, including (without limitation) joining Purchaser in its action for eviction and/or appointing Purchaser as Seller's agent with respect thereto.

42.5. From and after the date hereof, Seller shall not (i) enter into any tenancies or other occupancy agreements affecting the Premises unless the same is pursuant to a written lease and such lease (x) specifically discloses that Seller and Purchaser has entered into this Contract (y) contains a clause stating that the lease shall terminate upon Purchaser obtaining Zone Change Approval, and (z) is approved by Purchaser, which approval shall not be unreasonably withheld or delayed; (ii) modify any existing tenancy; and/or (iii) extend the term of any tenancy.

42.6. Purchaser's obligations under this Contract are not contingent upon the tenants' execution of the Vacate Agreement. The failure or refusal of one or more tenants to vacate the Premises prior to Closing shall not constitute a basis for a delay or postponement of the Closing, and Purchaser shall accept the Premises subject to such tenancies and occupancy.

43. **MISCELLANEOUS.**

43.1. In the event any event, date, or deadline shall fall on a Saturday, Sunday or legal holiday, the such event, date, or deadline shall take place on the following business day.

43.2. The personal property referred to in this Contract shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

43.3. All timeframes under this Contract shall begin to run on the date Purchaser's attorney receives a fully executed copy of this Contract.

43.4. In the event any portion of this Contract shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Contract and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Contract.

43.5. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

43.6. From the date of this Contract until the Closing or earlier termination of this Contract, Seller shall: (i) operate and maintain the Property in substantially the same manner as Seller is currently operating and maintaining the Property; (ii) not make any changes to the facilities operated at the Property that would have a significant adverse effect on the value of the Property; (iii) keep in effect all governmental permits relating to the Property that are presently in effect; (iv) subject to Paragraph **Error! Reference source not found.**, not enter into any lease, or extend any existing lease, of space at the Property; (v) not bring or allow a release of Hazardous Substances onto the Property; and (vi) will not construct any additional buildings or structures on the Property which will remain after Closing.

43.7. Notwithstanding any provision to the contrary contained in this Contract, Purchaser shall have the option to waive any condition or contingency contained in this Contract and proceed to Closing without abatement to the purchase price.

44. **NOTICES.**

Any notice required to be given hereunder shall be given in writing by depositing such notice in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York, or by Express Mail, Federal Express or nationally recognized overnight delivery service (with proper receipt therefore), addressed to the party at the address hereinabove set forth with a copy of any such notice by a similar method of delivery to the attorney for such party as follows:

IF TO SELLER:	DMK Development LLC 8201 E Sheridan Street Scottsdale, AZ 85257 Atten: Mike Rohan Tel. (914) 213-1129 Email: mprohanjr@gmail.com
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WITH A COPY:

Rusk, Wadlin, Heppner & Martuscello, LLP
1390 Route 9W
Marlboro, New York 12542
Attn: Daniel J. Rusk, Esq.
Tel. (845) 236-4411 ext. 307
Fax (845) 236-3190
E-mail: danrusk@rwhm.com

IF TO PURCHASER

SDL Marlboro, LLC
c/o Leyton Properties, LLC
60 East 42nd Street, 54th Floor
New York, New York 10165
Attn: Scott Leyton and Ron Cypers
Tel. (212) 586-2432
Email: scott@leytonproperties.com & ron@leytonproperties.com

WITH A COPY

Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554
Attention: Howard M. Stein, Esq.
Tel. (516) 296-7093
Fax (516) 296-7111
E-mail: hstein@certilmanbalin.com

Any notice hereunder may be given or received by the attorney for a party and shall have the same force and effect as if given or received by such party. Either party may by written notice to the other in accordance with this Paragraph 44 change the address at which notices are to be given hereunder. Notices shall be deemed given upon receipt or first refusal thereof.

[No Further Text on This Page – Signature Page to Follow]

SELLER:

DMK Development, LLC

By: Dean Graziosi, Member

PURCHASER:

SDL Marlboro, LLC

By: Scott Leyton, Member

Attorney for Daniel J. Rusk, Esq.
Seller: Rusk, Wadlin, Heppner & Martuscello
Address: 1390 Route 9W, PO Box 727
Marlboro, New York 12542
Tel / Fax: 845-236-4411 / 845-236-3190
email: danrusk@rwhm.com

Attorney for Howard M. Stein, Esq.
Purchaser: Certilman Balin Adler & Hyman, LLP
Address: 90 Merrick Ave., 9th Floor
East Meadow, NY 11554
Tel / Fax: 516-297-7093
email: hstein@certilmanbalin.com

Receipt of the Down Payment is acknowledged and the undersigned agrees to act in accordance with the provisions of Paragraph 26.

Rusk, Wadlin, Heppner & Martuscello, LLP

By: Daniel J. Rusk, Esq.

SCHEDULE "A"

SCHEDULE A – DESCRIPTION

AS TO PARCEL I (Section 109.1 Block 3 Lot 13):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlboro, County of Ulster, State of New York, commonly known as the sand lot on Dock Road in Marlboro banded by Marlboro Elementary School, Marlboro Sewer and Water Treatment Plant and being that same parcel of land described on Tax Map Section 109.1, Block 3, Lot 13 bounded and described as follows:

BEGINNING at a point on southerly line of the lands of Young, said point being distant South 64 degrees 481.81 feet along the southerly line of the lands of Young from the easterly side of the state highway leading from Newburgh to Milton and known as Route 9W and said point being the northwest corner of the herein described parcel;

THENCE along the lands of Young South 64 degrees 00 minutes East 1,548.19 feet to a point in a ravine;

THENCE continuing along the lands of Young South 8 degrees 00 minutes East 143.00 feet to the center of an old road, said point being on the northerly line of the lands formerly known as the MILLARD Estate;

THENCE along the lands formerly known as the Millard Estate North 70 degrees 50 minutes West 160.00 feet and South 31 degrees 00 minutes West 288.63 feet to the northerly side of a town road known as Dock Road;

THENCE along the northerly side of Dock Road the follow courses:

South 86 degrees 30 minutes West 49.03 feet;

North 89 degrees 12 minutes 40 seconds West 69.02 feet;

North 82 degrees 09 minutes 50 seconds West 150.90 feet;

North 84 degrees 24 minutes West 132.29 feet;

South 85 degrees 29 minutes 40 seconds West 377.91 feet;

South 79 degrees 23 minutes 40 seconds West 142.40 feet;

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

South 84 degrees 22 minutes 50 seconds West 126.94 feet;

North 82 degrees 07 minutes 10 seconds West 101.11 feet;

North 65 degrees 09 minutes West 63.16 feet;

North 52 degrees 41 minutes 20 seconds West 173.04 feet;

North 40 degrees 24 minutes West 60.66 feet;

North 31 degrees 41 minutes West 70.06 feet;

North 9 degrees 36 minutes West 62.96 feet; and

North 3 degrees 31 minutes West 85.43 feet;

North 1 degree 51 minutes East 60.32 feet to a point;

THENCE leaving said Dock Road and along the easterly lines of lane to be retained by MAZZELLA, the following courses:

North 58 degrees 04 minutes East 201.32 feet;

North 9 degrees 41 minutes 40 seconds East 115.38 feet;

North 13 degrees 34 minutes 30 seconds East 130.09 feet;

North 23 degrees 49 minutes East 117.18. feet;

North 18 degrees 44 minutes East 147.11 feet to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Joseph C. Colombo, Patsy P. Colombo, Michael J. Colombo, Salvatore Colombo, Peter E. Colombo, Jr., and Gaetana Blasko to Marlboro Sewer Improvement Area dated October 8, 1981 and recorded October 9, 1981 in the Ulster County Clerk's Office in Liber 1454, page 405.

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

Parcel II (Section 109.1 Block 3 Lot 14.200):**PARCEL A:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, New York being shown as Lot No. 2 on subdivision map entitled "Final Map of Subdivision of Lands of The Estate of Josephine Mazzella" prepared by Brooks and Brooks Land Surveyors PC and filed in the Ulster County Clerk's Office on September 5, 2003 as Map No. 03-1410.

BEING the same premises as conveyed by deed from Theresa Birdsall Niebuhr, as executrix of the Last Will and Testament of Josephine Mazzella, a/k/a Giseppine Mazzella, late of the Town of Marlboro, Ulster County, New York, deceased, to William F. Murphy and Sharon A. Murphy dated December 12, 2003 and recorded December 17, 2003 in the Ulster County Clerk's Office as Instrument No. 2003-39685.

PARCEL B:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Dock Road said point being the northwesterly corner of the herein described parcel and the northeasterly corner of the lands now or formerly Graziosi described in Liber 3798 of deeds at page 56, said point being located North 02 degrees 00 minutes 00 seconds East 73.99 feet, North 85 degrees 35 minutes 51 seconds East 275.10 feet, and North 86 degrees 46 minutes 34 seconds East 92.80 feet from the southeasterly corner of a concrete culvert crossing under Route 9W, on the south side of the Old Man's Kill Creek;

THENCE along the southerly side of Dock Road, North 86 degrees 46 minutes 34 seconds East 25.72 feet, South 85 degrees 45 minutes 42 seconds East 86.71, South 66 degrees 16 minutes 27 seconds East 14.18 feet, southeasterly along a curve to the right of radius 84.00 feet, an arc length of 36.62 feet, having a chord bearing South 53 degrees 47 minutes 01 second East 36.33 feet, and South 41 degrees 17 minutes 36 seconds East 150.54 feet, to the southeasterly corner of the herein described parcel;

THENCE along the northerly bounds of the lands of Marlborough Water District described in Liber 972 of deeds at page 316, South 81 degrees 43 minutes 49 seconds West 61.62 feet, and North 82 degrees 16 minutes 11 seconds West 119.00 feet to the southwesterly corner of the herein described parcel and a point on the easterly bounds of the lands of Graziosi,

THENCE along the easterly bounds of the lands of Graziosi North 28 degrees 28 minutes 11 seconds West 157.09 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.50 acre of land.

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

PARCEL C:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Dock Road said point being the southwesterly corner of the herein described parcel and a point on the southeasterly bounds of Lot No. 2 as shown on a map entitled "Final Map of Subdivision of the lands of the Estate of Josephine Mazzella" recorded in the Ulster County Clerk's Office on September 5, 2003 as Filed Map No. 03-1410, said point being located South 85 degrees 45 minutes 42 seconds East 82.75 feet from a capped iron rod found at the southeasterly corner of Lot No. 1 of filed Map No. 03-1410;

THENCE from said point of beginning North 55 degrees 42 minutes 28 seconds East 185.89, South 32 degrees 04 minutes 22 seconds East 1.63 feet and South 16 degrees 26 minutes 34 seconds West 191.69 feet to the northerly side of Dock Road;

THENCE along the northerly side of Dock Road, North 41 degrees 17 minutes 36 seconds West 49.37 feet, northwesterly along a curve to the left a radius 134.00 feet an arc length of 58.42 feet, having a chord bearing North 53 degrees 47 minutes 01 second West 57.96 and North 66 degrees 16 minutes 27 seconds West 22.76 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.25 acre of land

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

AS TO PARCEL III (Section 109.1 Block 3 Lot 15):

ALL that certain lot, piece parcel of land situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W North 39 degrees 48 minutes 28 seconds East 32.00 feet to a point marking the northeasterly division line of the herein parcel and tbs southwesterly line of lands now or formerly Rock (Liber 1479, page 25);

RUNNING THENCE along the same South 57 degrees 08 minutes 30 seconds East 146.45 feet and North 39 degrees 48 minutes 28 seconds East 5.00 feet to a marking the southwesterly line of lands now or formerly Mazella (Liber 1456, page 601);

RUNNING THENCE along the same South 46 degrees 09 minutes 38 seconds East 68.50 feet, South 74 degrees 56 minutes 46 seconds West 30.67 feet and South 46 degrees 16 minutes 50 seconds West 26.75 feet to a point marking the northeasterly line of the aforementioned Dock Road;

RUNNING THENCE along the same North 52 degrees 44 minutes 45 seconds West 34.92 North 50 degrees 11 minutes 30 seconds West 89.45 feet and North 47 degrees 25 minutes 50 seconds West 68.78 feet to the point or place of BEGINNING.

AS TO PARCEL IV (Section 108.4 Block 3 Lot 29.100):

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York as more fully described as the Town of Marlborough tax map Section 108.4, Lot 3 and Block 29.

FOR INFORMATION ONLY:

Being known and designated as:

Dock Road, Marlboro, New York
Section 108, Block 3, Lot 29.100 (f/k/a Section 108.4, Block 3, Lot 29)

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

SCHEDULE "B"

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (Check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing.
If checked, the following explanation is provided: None

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Seller (Check (i) or (ii) below):
(i) Seller has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
If checked, the following documents were provided: None

(ii) Seller has no reports or records pertaining to lead-bases paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment - By Purchaser's execution below, Purchaser acknowledges that:

(c) Purchaser has read the Lead Warning Statement above and understand its contents, and has received copies of all information listed above.

(d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.

(e) Purchaser has received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards.

Certification of Accuracy

The parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:



PURCHASER:

SCHEDULE C

RENT ROLL

Address	Tenant	Monthly Rent	Security	Current	Written Lease
103 Dock Road	Lisa Squillace	\$1,224.00	0	Yes	No
8 Hudson Way (Lower Apt)	Maxine Stark	\$950.00	\$950.00	Yes	No
8 Hudson Way (Upper Apt)	Damon Quick	\$950.00	0	Yes	No

SCHEDULE "D"
Form Vacate Agreement

Exhibit A
Form Vacate Notice

_____, 202____

VIA

Marlboro, NY 12542

Re: **NOTICE TO VACATE**
Tenant:
Premises: _____, Marlboro, NY 12542

Dear Tenant:

PLEASE TAKE NOTICE that the owner ("Owner") of the Premises known as _____, Marlboro, NY 12542 (the "Premises"), hereby elects to terminate your tenancy of said Premises. You and all occupants must surrender and vacate the Premises as of **5:00 PM ET on _____, 202____**, which is at least thirty (30) days from the date of service of this Notice.

YOU AND ALL other persons occupying the Premises are hereby notified that you are required to quit the Premises and surrender possession thereof to the Owner on or before **5:00 PM ET on _____, 202____**. Tenant shall quit and deliver possession of the Premises vacant and free from all debris and personal property.

SHOULD YOU FAIL TO COMPLY with this notice, the undersigned will commence summary proceedings under the law to remove you from the Premises.

PLEASE TAKE FURTHER NOTICE, that any response to this notice should be sent directly to the attorneys for the SDL Marlboro, LLC as indicated below.

Your failure to comply with this Notice will result in Owner commencing summary proceedings under the Real Property Actions and Proceedings Law to remove you from the Premises.

Dated: _____, 202_____
_____, NY

OWNER:
DMK Development, LLC
By: **SDL Marlboro, LLC**, as authorized signatory

By: Scott Leyton, Manager

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement on the day and year first above written.

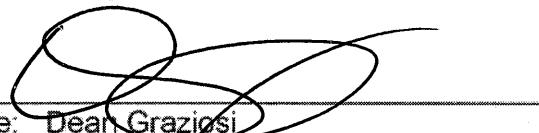
OWNER:

DMK Development, LLC

By: _____

Name: Dean Graziosi

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "Dean Graziosi", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'D' at the beginning.

CONTRACT VENDEE:

SDL Marlboro, LLC

By: _____

Name: Scott Leyton

Title: Authorized Signatory

TENANT:

LEASE TERMINATION AND AGREEMENT TO VACATE

THIS LEASE TERMINATION AND AGREEMENT TO VACATE (this "Agreement") made this _____ day of _____, 2021, by and among, **DMK Development, LLC**, a New York limited liability company, having an address of P.O. Box 368, Marlboro, New York 12544 ("Owner"), and _____, an individual residing _____, Marlboro, NY 12542 ("Tenant"), and **SDL Marlboro, LLC** a New York limited liability company, having an address of a New York limited liability company, having an address ("Contract Vendee").

WITNESSETH:

WHEREAS, Tenant rents space from Owner on a month-to-month basis pursuant to an oral lease agreement between Tenant and Owner (the "Lease"), with respect to the residential dwelling located at _____, Marlboro, NY 12542 and designated on the Ulster County Land and Tax Map as Section 109.1, Block 3, and Lot _____ (the "Premises"); and

WHEREAS, Owner is in the process of selling the Premises to Contract Vendee; and

WHEREAS, Contract Vendee desires to acquire the Premises in vacant condition and has requested reasonable assurances from Owner and Tenant that Tenant will vacate the Premises within sixty (60) days' notice from Owner and/or Contract Vendee; and

WHEREAS Tenant has agreed to terminate the Lease and to vacate and surrender the Premises on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above preambles which, by this reference are incorporated herein, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Tenant, and Contract Vendee agree as follows:

1. Effective as of sixty (60) days after Owner or Contract Vendee mails a notice to Tenant (the "Termination Date") in the form attached hereto as **Exhibit A** (the "Vacate Notice) and subject to the agreements, representations, warranties and indemnities contained in this Agreement, the Lease shall terminate, and Tenant and Owner (and Owner's successors and assigns) shall be released from all future obligations under the Lease. As of the Termination Date, Tenant and Owner forever release and discharge the other (and their successors and assigns) from any and all claims, demands or causes of action whatsoever arising out of, under, or in connection with the Premises or the Lease, provided that such released party has fully and timely performed under this Agreement and all representations made by such party hereunder are true and accurate.

2. Prior to the Termination Date, Tenant shall fulfill all of Tenant's obligations under the Lease, including but not limited to the payment of rent.

3. Tenant shall vacate and surrender the Premises on or before the Termination Date, **time being of the essence**.

"First Installment") upon execution of this Agreement. Contract Vendee shall pay to Tenant the sum of _____ and 00/100 (\$_____) Dollars (the "Second Installment") within fifteen (15) days following Tenant's surrender of the Premises in the condition called for herein. Should Tenant fail to comply with all the terms, covenants and conditions of this Agreement and/or of the Lease (a "Tenant Breach"), Tenant shall forfeit, and Contract Vendee shall not be required to pay to Tenant, any portion of the Termination Fee. In the event Contract Vendee had paid to Tenant the First Installment prior to a Tenant Breach, Tenant shall promptly return such First Installment it received within two (2) business days of Contract Vendee's written demand for the same.]

5. Tenant represents and warrants that as of the date hereof,
 - a. Tenant has not made any disposition, assignment, sublease, or conveyance of the Lease or Tenant's interest therein;
 - b. Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of the Premises; and
 - c. Tenant has not done any work or entered into any contracts at/for the Premises that would result in the filing of a mechanic's lien against the Premises.
6. Tenant shall keep this Agreement and the terms thereof strictly confidential.
7. All notices or other communications made by any party shall be given to the other parties at their addresses stated above via overnight mail or certified mail, return receipt requested.
8. This Agreement shall be binding upon and inure to the benefit of Owner, Contract Vendee, Tenant, and their respective successors, assigns and related entities. This Agreement fully and completely expresses the parties' agreement regarding such termination of the Lease, and all prior understandings and agreements between the parties with respect to the termination of the Lease are merged in this Agreement.
9. This Agreement may be executed by electronic signature (i.e. – via PDF, email), which electronic signature shall be deemed an original signature for all purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

112/101
STEWART TITLE INSURANCE
711 WESTCHESTER AVENUE
SUITE 302
WHITE PLAINS, NY 10604

Bargain and Sale Deed with Covenant against Grantor's Acts

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made this 29 day of December, Two Thousand Twenty One

BETWEEN

DMK Development, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of PO Box 368, Marlboro, New York 12542,

party of the first part, and

SDL Marlboro, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of 561 7th Avenue, Suite 903, New York, New York 10018,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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 right, title and interest in and to:

SEE ATTACHED SCHEDULE A

This transfer is made in the ordinary course of business and does not constitute all or substantially all of the assets of the corporate Grantor.

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; **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 anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

DMK Development, LLC

By: Dean Graziosi
Dean Graziosi, Member

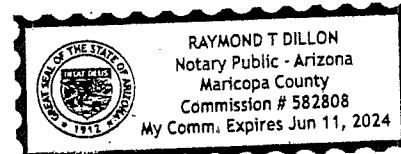
STATE OF ARIZONA)
ss.:
COUNTY OF Mesa

On the 20 day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dean Graziosi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Raymond T. Dillon
Notary Public

R & R to:

Carrie C. Adduci, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554



SCHEDULE A - DESCRIPTION**AS TO PARCEL I (Section 109.1 Block 3 Lot 13):**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlboro, County of Ulster, State of New York, commonly known as the sand lot on Dock Road in Marlboro banded by Marlboro Elementary School, Marlboro Sewer and Water Treatment Plant and being that same parcel of land described on Tax Map Section 109.1, Block 3, Lot 13 bounded and described as follows:

BEGINNING at a point on southerly line of the lands of Young, said point being distant South 64 degrees 481.81 feet along the southerly line of the lands of Young from the easterly side of the state highway leading from Newburgh to Milton and known as Route 9W and said point being the northwest corner of the herein described parcel;

THENCE along the lands of Young South 64 degrees 00 minutes East 1,548.19 feet to a point in a ravine;

THENCE continuing along the lands of Young South 8 degrees 00 minutes East 143.00 feet to the center of an old road, said point being on the northerly line of the lands formerly known as the MILLARD Estate;

THENCE along the lands formerly known as the Millard Estate North 70 degrees 50 minutes West 160.00 feet and South 31 degrees 00 minutes West 288.63 feet to the northerly side of a town road known as Dock Road;

THENCE along the northerly side of Dock Road the follow courses:

South 86 degrees 30 minutes West 49.03 feet;

North 89 degrees 12 minutes 40 seconds West 69.02 feet;

North 82 degrees 09 minutes 50 seconds West 150.90 feet;

North 84 degrees 24 minutes West 132.29 feet;

South 85 degrees 29 minutes 40 seconds West 377.91 feet;

South 79 degrees 23 minutes 40 seconds West 142.40 feet;

South 84 degrees 22 minutes 50 seconds West 126.94 feet;

North 82 degrees 07 minutes 10 seconds West 101.11 feet;

North 65 degrees 09 minutes West 63.16 feet;

North 52 degrees 41 minutes 20 seconds West 173.04 feet;

North 40 degrees 24 minutes West 60.66 feet;

North 31 degrees 41 minutes West 70.06 feet;

North 9 degrees 36 minutes West 62.96 feet; and

North 3 degrees 31 minutes West 85.43 feet;

North 1 degree 51 minutes East 60.32 feet to a point;

THENCE leaving said Dock Road and along the easterly lines of lane to be retained by MAZZELLA, the following courses:

North 58 degrees 04 minutes East 201.32 feet;

North 9 degrees 41 minutes 40 seconds East 115.38 feet;

North 13 degrees 34 minutes 30 seconds East 130.09 feet;

North 23 degrees 49 minutes East 117.18. feet;

North 18 degrees 44 minutes East 147.11 feet to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Joseph C. Colombo, Patsy P. Colombo, Michael J. Colombo, Salvatore Colombo, Peter E. Colombo, Jr., and Gaetana Blasko to Marlboro Sewer Improvement Area dated October 8, 1981 and recorded October 9, 1981 in the Ulster County Clerk's Office in Liber 1454, page 405.

Parcel II (Section 109.1 Block 3 Lot 14.200):**PARCEL A:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, New York being shown as Lot No. 2 on subdivision map entitled "Final Map of Subdivision of Lands of The Estate of Josephine Mazzella" prepared by Brooks and Brooks Land Surveyors PC and filed in the Ulster County Clerk's Office on September 5, 2003 as Map No. 03-1410.

BEING the same premises as conveyed by deed from Theresa Birdsall Niebuhr, as executrix of the Last Will and Testament of Josephine Mazzella, a/k/a Giseppine Mazzella, late of the Town of Marlboro, Ulster County, New York, deceased, to William F. Murphy and Sharon A. Murphy dated December 12, 2003 and recorded December 17, 2003 in the Ulster County Clerk's Office as Instrument No. 2003-39685.

PARCEL B:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Dock Road said point being the northwesterly corner of the herein described parcel and the northeasterly corner of the lands now or formerly Graziosi described in Liber 3798 of deeds at page 56, said point being located North 02 degrees 00 minutes 00 seconds East 73.99 feet, North 85 degrees 35 minutes 51 seconds East 275.10 feet, and North 86 degrees 46 minutes 34 seconds East 92.80 feet from the southeasterly corner of a concrete culvert crossing under Route 9W, on the south side of the Old Man's Kill Creek;

THENCE along the southerly side of Dock Road, North 86 degrees 46 minutes 34 seconds East 25.72 feet, South 85 degrees 45 minutes 42 seconds East 86.71, South 66 degrees 16 minutes 27 seconds East 14.18 feet, southeasterly along a curve to the right of radius 84.00 feet, an arc length of 36.62 feet, having a chord bearing South 53 degrees 47 minutes 01 second East 36.33 feet, and South 41 degrees 17 minutes 36 seconds East 150.54 feet, to the southeasterly corner of the herein described parcel;

THENCE along the northerly bounds of the lands of Marlborough Water District described in Liber 972 of deeds at page 316, South 81 degrees 43 minutes 49 seconds West 61.62 feet, and North 82 degrees 16 minutes 11 seconds West 119.00 feet to the southwesterly corner of the herein described parcel and a point on the easterly bounds of the lands of Graziosi,

THENCE along the easterly bounds of the lands of Graziosi North 28 degrees 28 minutes 11 seconds West 157.09 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.50 acre of land.

PARCEL C:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Dock Road said point being the southwesterly corner of the herein described parcel and a point on the southeasterly bounds of Lot No. 2 as shown on a map entitled "Final Map of Subdivision of the lands of the Estate of Josephine Mazzella" recorded in the Ulster County Clerk's Office on September 5, 2003 as Filed Map No. 03-1410, said point being located South 85 degrees 45 minutes 42 seconds East 82.75 feet from a capped iron rod found at the southeasterly corner of Lot No. 1 of filed Map No. 03-1410;

THENCE from said point of beginning North 55 degrees 42 minutes 28 seconds East 185.89, South 32 degrees 04 minutes 22 seconds East 1.63 feet and South 16 degrees 26 minutes 34 seconds West 191.69 feet to the northerly side of Dock Road;

THENCE along the northerly side of Dock Road, North 41 degrees 17 minutes 36 seconds West 49.37 feet, northwesterly along a curve to the left a radius 134.00 feet an arc length of 58.42 feet, having a chord bearing North 53 degrees 47 minutes 01 second West 57.96 and North 66 degrees 16 minutes 27 seconds West 22.76 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.25 acre of land

AS TO PARCEL III (Section 109.1 Block 3 Lot 15):

ALL that certain lot, piece parcel of land situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W North 39 degrees 48 minutes 28 seconds East 32.00 feet to a point marking the northeasterly division line of the herein parcel and tbs southwesterly line of lands now or formerly Rock (Liber 1479, page 25);

RUNNING THENCE along the same South 57 degrees 08 minutes 30 seconds East 146.45 feet and North 39 degrees 48 minutes 28 seconds East 5.00 feet to a point marking the southwesterly line of lands now or formerly Mazzella (Liber 1456, page 601);

RUNNING THENCE along the same South 46 degrees 09 minutes 38 seconds East 68.50 feet, South 74 degrees 56 minutes 46 seconds West 30.67 feet and South 46 degrees 16 minutes 50 seconds West 26.75 feet to a point marking the northeasterly line of the aforementioned Dock Road;

RUNNING THENCE along the same North 52 degrees 44 minutes 45 seconds West 34.92 North 50 degrees 11 minutes 30 seconds West 89.45 feet and North 47 degrees 25 minutes 50 seconds West 68.78 feet to the point or place of BEGINNING.

AS TO PARCEL IV (Section 108.4 Block 3 Lot 29.100):

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York as more fully described as the Town of Marlborough tax map Section 108.4, Lot 3 and Block 29.

FOR INFORMATION ONLY:

Being known and designated as:

Dock Road, Marlboro, New York
Section 108, Block 3, Lot 29.100 (f/k/a Section 108.4, Block 3, Lot 29)

AS SURVEYED COMPOSITE DESCRIPTION OF PARCEL I, PARCEL II (PARCELS A AND C) AND PARCEL III (Tax Lot 13, Tax Lot 15 and Portion of 14.200)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W N28° 18' 43"E a distance of 32.00' to a point, said point being the southwesterly corner of land now or formerly Phillip Rock;

THENCE departing said Route 9W in an easterly direction along land now or formerly Phillip Rock S68° 38' 06"E a distance of 146.45' to a point;

THENCE continuing along land now or formerly Phillip Rock N28° 18' 55"E a distance of 25.20' to a point marked by iron pipe;

THENCE continuing along land now or formerly Phillip Rock N67° 31' 33"W a distance of 146.13' to the easterly side of Route 9W;

THENCE along said Route 9W N28° 08' 43"E a distance of 12.91' to a point, said point being the southwesterly corner of land now or formerly 1354 9W LLC;

THENCE departing said Route 9W and along land now or formerly 1354 9W LLC S68° 07' 23"E a distance of 144.29' to a point;

THENCE in part by land now or formerly 1354 9W LLC and land now or formerly Anthony V. Distefano N20° 04' 31"E a distance of 150.49' to a point;

THENCE along land now or formerly Dana Dobrzynski N28° 38' 54"E a distance of 78.00' to a point;

THENCE along land now or formerly 1364 9W LLC N26° 52' 49"E a distance of 104.67' to a point;

THENCE continuing along land now or formerly 1364 9W LLC N68° 34' 34"W a distance of 25.11' to a point;

THENCE along land now or formerly Highway Display, Inc., N26° 52' 49"E a distance of 60.00' to a point, said point being on the southerly line of land now or formerly Marlborough Central School District 1;

THENCE in part along land now or formerly Marlborough Central School District 1 and land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust S73° 14' 17"E a distance of 1931.01' to a point marked by rebar;

THENCE in part along and land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust and land now or formerly West Shore Realty S17° 14' 19"E a distance of 143.00' to a point

THENCE along land now or formerly West Shore Realty N80° 04' 19"W a distance of 160.00' to a point;

THENCE continuing along land now or formerly West Shore Realty S21° 45' 41"W a distance of 282.26' to a point on the northerly street line of Dock Road;

THENCE in a westerly direction along the northerly street line of Dock Road S80° 13' 51"W a distance of 102.25' to a point of curvature of a curve;

THENCE along said Dock Road and along said curve having a Radius of 415.00' a Delta of 10° 11' 36" a Chord of 73.73' a chord bearing of S85° 19' 39"W and length of 73.83' to a point;

THENCE continuing along Dock Road N89° 34' 33"W a distance of 95.04' to the point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 895.00' a Delta of 14° 21' 13" a Chord of 223.63' a chord bearing of S83° 14' 50"W and a Length of 224.21' to a point;

THENCE continuing along said Dock Road S76° 04' 14"W a distance of 227.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 1170.00' a Delta of 6° 23' 27" a Chord of 130.44' a chord bearing of S72° 52' 30"W and a Length of 130.50' to a point;

THENCE continuing along said Dock Road S69° 40' 46"W a distance of 76.44' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 530.00' a Delta of 19° 26' 09" a Chord of 178.93' a chord bearing S79° 23' 51"W and a Length of 179.79' to the point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 233.00' a Delta of 21° 40' 31" a Chord of 87.62' a chord bearing of N80° 02' 49"W and a Length of 88.15' to a point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 835.00' a Delta of 7° 32' 37" a Chord of 109.86' a chord bearing of N65° 26' 15"W and a Length of 109.94' to a point, said point also being the southwesterly corner of land now or formerly Town of Marlborough;

THENCE departing said Dock Road in a northeasterly direction and along land now or formerly Town of Marlborough N63° 05' 37"E a distance of 458.96' to a point;

THENCE continuing along land now or formerly Town of Marlborough N26° 29' 43"W a distance of 173.92' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough N65° 52' 23"W a distance of 221.45' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S88° 36' 27"W a distance of 164.95' to a point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S0° 49' 37"W a distance of 0.96' to a point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S49° 11' 57"W a distance of 215.66' to the northeasterly side of Dock Road;

THENCE in a northwesterly direction along said Dock Road N7° 21' 31"W a distance of 20.25' to a point;

THENCE continuing along said Dock Road N8° 36' 44"W a distance of 49.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 132.45' a Delta: 25° 16' 39" a Chord of 57.96' a chord bearing of N21° 15' 03"W and a Length of 58.43' to a point;

THENCE continuing along said Dock Road N33° 44' 29"W a distance of 22.76' to a point;

THENCE continuing along said Dock Road N53° 13' 39"W a distance of 82.81' to a point, point also being the southeasterly corner of land now or formerly Josephine Otaegui;

THENCE departing said Dock Road in a northeasterly direction along land now or formerly Josephine Otaegui N22° 40' 04"E a distance of 150.06' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui N68° 55' 12"W a distance of 167.78' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S39° 52' 15"W a distance of 73.34' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S61° 36' 48"W a distance of 30.67' to a point;

THENCE continuing along land now or formerly Josephine Otaegui S32° 56' 48"W a distance of 26.75' to a point on the northeasterly side of Dock Road;

THENCE continuing along the said Dock Road S18° 08' 42"W a distance of 6.10' to a point;

THENCE continuing along the said Dock Road N64° 14' 21"W a distance of 34.92' to a point;

THENCE continuing along the said Dock Road N61° 41' 06"W a distance of 89.45' to a point;

THENCE continuing along the said Dock Road N58° 55' 26"W a distance of 68.78' to the point and place of BEGINNING.



ULSTER COUNTY – STATE OF NEW YORK
NINA POSTUPACK, COUNTY CLERK
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 6990 / 238
INSTRUMENT #: 2022-921

Receipt #: 2022003468

Clerk: SM

Rec Date: 01/14/2022 02:34:55 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 12

Rec'd Frm: STEWART TITLE INSURANCE COMPANY
- NY METRO

Party1: DMK DEVELOPMENT LLC

Party2: SDL MARLBORO LLC

Town: MARLBOROUGH

109.1-3-14.200

109.1-3-15

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 230.00

Transfer Tax

Transfer Tax - State	2800.00
----------------------	---------

Sub Total: 2800.00

Total: 3030.00

***** NOTICE: THIS IS NOT A BILL *****

***** Transfer Tax *****

Transfer Tax #: 3311

Transfer Tax

Consideration: 700000.00

Transfer Tax - State 2800.00

Total: 2800.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

Nina Postupack
Nina Postupack
Ulster County Clerk

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Bargain and Sale Deed with Covenant against Grantor's Acts

711 WESTCHESTER AVENUE
SUITE 302
WHITE PLAINS, NY 10604

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

as of 29 th
THIS INDENTURE, made this 29 day of December, Two Thousand Twenty One

BETWEEN

DMK Development, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of PO Box 368, Marlboro, New York 12542,

party of the first part, and

SDL Marlboro, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of 561 7th Avenue, Suite 903, New York, New York 10018,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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 right, title and interest in and to:

SEE ATTACHED SCHEDULE A

This transfer is made in the ordinary course of business and does not constitute all or substantially all of the assets of the corporate Grantor.

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; **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 anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

DMK Development, LLC

By: Dean Graziosi, Member

STATE OF ARIZONA)

ss.:

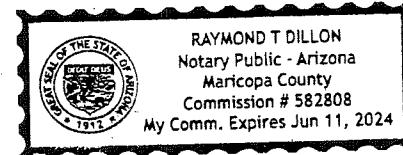
COUNTY OF Maricopa

On the 20th day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dean Graziosi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Raymond T. Dillon
Notary Public

R & R to:

Carrie C. Adduci, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554



SCHEDULE A – DESCRIPTION**AS TO PARCEL I (Section 109.1 Block 3 Lot 13):**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlboro, County of Ulster, State of New York, commonly known as the sand lot on Dock Road in Marlboro banded by Marlboro Elementary School, Marlboro Sewer and Water Treatment Plant and being that same parcel of land described on Tax Map Section 109.1, Block 3, Lot 13 bounded and described as follows:

BEGINNING at a point on southerly line of the lands of Young, said point being distant South 64 degrees 481.81 feet along the southerly line of the lands of Young from the easterly side of the state highway leading from Newburgh to Milton and known as Route 9W and said point being the northwest corner of the herein described parcel;

THENCE along the lands of Young South 64 degrees 00 minutes East 1,548.19 feet to a point in a ravine;

THENCE continuing along the lands of Young South 8 degrees 00 minutes East 143.00 feet to the center of an old road, said point being on the northerly line of the lands formerly known as the MILLARD Estate;

THENCE along the lands formerly known as the Millard Estate North 70 degrees 50 minutes West 160.00 feet and South 31 degrees 00 minutes West 288.63 feet to the northerly side of a town road known as Dock Road;

THENCE along the northerly side of Dock Road the follow courses:

South 86 degrees 30 minutes West 49.03 feet;

North 89 degrees 12 minutes 40 seconds West 69.02 feet;

North 82 degrees 09 minutes 50 seconds West 150.90 feet;

North 84 degrees 24 minutes West 132.29 feet;

South 85 degrees 29 minutes 40 seconds West 377.91 feet;

South 79 degrees 23 minutes 40 seconds West 142.40 feet;

South 84 degrees 22 minutes 50 seconds West 126.94 feet;

North 82 degrees 07 minutes 10 seconds West 101.11 feet;

North 65 degrees 09 minutes West 63.16 feet;

North 52 degrees 41 minutes 20 seconds West 173.04 feet;

North 40 degrees 24 minutes West 60.66 feet;

North 31 degrees 41 minutes West 70.06 feet;

North 9 degrees 36 minutes West 62.96 feet; and

North 3 degrees 31 minutes West 85.43 feet;

North 1 degree 51 minutes East 60.32 feet to a point;

THENCE leaving said Dock Road and along the easterly lines of lane to be retained by MAZZELLA, the following courses:

North 58 degrees 04 minutes East 201.32 feet;

North 9 degrees 41 minutes 40 seconds East 115.38 feet;

North 13 degrees 34 minutes 30 seconds East 130.09 feet;

North 23 degrees 49 minutes East 117.18. feet;

North 18 degrees 44 minutes East 147.11 feet to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Joseph C. Colombo, Patsy P. Colombo, Michael J. Colombo, Salvatore Colombo, Peter E. Colombo, Jr., and Gaetana Blasko to Marlboro Sewer Improvement Area dated October 8, 1981 and recorded October 9, 1981 in the Ulster County Clerk's Office in Liber 1454, page 405.

Parcel II (Section 109.1 Block 3 Lot 14.200):**PARCEL A:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, New York being shown as Lot No. 2 on subdivision map entitled "Final Map of Subdivision of Lands of The Estate of Josephine Mazzella" prepared by Brooks and Brooks Land Surveyors PC and filed in the Ulster County Clerk's Office on September 5, 2003 as Map No. 03-1410.

BEING the same premises as conveyed by deed from Theresa Birdsall Niebuhr, as executrix of the Last Will and Testament of Josephine Mazzella, a/k/a Giseppine Mazzella, late of the Town of Marlboro, Ulster County, New York, deceased, to William F. Murphy and Sharon A. Murphy dated December 12, 2003 and recorded December 17, 2003 in the Ulster County Clerk's Office as Instrument No. 2003-39685.

PARCEL B:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Dock Road said point being the northwesterly corner of the herein described parcel and the northeasterly corner of the lands now or formerly Graziosi described in Liber 3798 of deeds at page 56, said point being located North 02 degrees 00 minutes 00 seconds East 73.99 feet, North 85 degrees 35 minutes 51 seconds East 275.10 feet, and North 86 degrees 46 minutes 34 seconds East 92.80 feet from the southeasterly corner of a concrete culvert crossing under Route 9W, on the south side of the Old Man's Kill Creek;

THENCE along the southerly side of Dock Road, North 86 degrees 46 minutes 34 seconds East 25.72 feet, South 85 degrees 45 minutes 42 seconds East 86.71, South 66 degrees 16 minutes 27 seconds East 14.18 feet, southeasterly along a curve to the right of radius 84.00 feet, an arc length of 36.62 feet, having a chord bearing South 53 degrees 47 minutes 01 second East 36.33 feet, and South 41 degrees 17 minutes 36 seconds East 150.54 feet, to the southeasterly corner of the herein described parcel;

THENCE along the northerly bounds of the lands of Marlborough Water District described in Liber 972 of deeds at page 316, South 81 degrees 43 minutes 49 seconds West 61.62 feet, and North 82 degrees 16 minutes 11 seconds West 119.00 feet to the southwesterly corner of the herein described parcel and a point on the easterly bounds of the lands of Graziosi,

THENCE along the easterly bounds of the lands of Graziosi North 28 degrees 28 minutes 11 seconds West 157.09 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.50 acre of land.

PARCEL C:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Dock Road said point being the southwesterly corner of the herein described parcel and a point on the southeasterly bounds of Lot No. 2 as shown on a map entitled "Final Map of Subdivision of the lands of the Estate of Josephine Mazzella" recorded in the Ulster County Clerk's Office on September 5, 2003 as Filed Map No. 03-1410, said point being located South 85 degrees 45 minutes 42 seconds East 82.75 feet from a capped iron rod found at the southeasterly corner of Lot No. 1 of filed Map No. 03-1410;

THENCE from said point of beginning North 55 degrees 42 minutes 28 seconds East 185.89, South 32 degrees 04 minutes 22 seconds East 1.63 feet and South 16 degrees 26 minutes 34 seconds West 191.69 feet to the northerly side of Dock Road;

THENCE along the northerly side of Dock Road, North 41 degrees 17 minutes 36 seconds West 49.37 feet, northwesterly along a curve to the left a radius 134.00 feet an arc length of 58.42 feet, having a chord bearing North 53 degrees 47 minutes 01 second West 57.96 and North 66 degrees 16 minutes 27 seconds West 22.76 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.25 acre of land

AS TO PARCEL III (Section 109.1 Block 3 Lot 15):

ALL that certain lot, piece parcel of land situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W North 39 degrees 48 minutes 28 seconds East 32.00 feet to a point marking the northeasterly division line of the herein parcel and tbs southwesterly line of lands now or formerly Rock (Liber 1479, page 25);

RUNNING THENCE along the same South 57 degrees 08 minutes 30 seconds East 146.45 feet and North 39 degrees 48 minutes 28 seconds East 5.00 feet to a point marking the southwesterly line of lands now or formerly Mazzella (Liber 1456, page 601);

RUNNING THENCE along the same South 46 degrees 09 minutes 38 seconds East 68.50 feet, South 74 degrees 56 minutes 46 seconds West 30.67 feet and South 46 degrees 16 minutes 50 seconds West 26.75 feet to a point marking the northeasterly line of the aforementioned Dock Road;

RUNNING THENCE along the same North 52 degrees 44 minutes 45 seconds West 34.92 North 50 degrees 11 minutes 30 seconds West 89.45 feet and North 47 degrees 25 minutes 50 seconds West 68.78 feet to the point or place of BEGINNING.

AS TO PARCEL IV (Section 108.4 Block 3 Lot 29.100):

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York as more fully described as the Town of Marlborough tax map Section 108.4, Lot 3 and Block 29.

FOR INFORMATION ONLY:

Being known and designated as:

Dock Road, Marlboro, New York
Section 108, Block 3, Lot 29.100 (f/k/a Section 108.4, Block 3, Lot 29)

AS SURVEYED COMPOSITE DESCRIPTION OF PARCEL I, PARCEL II (PARCELS A AND C) AND PARCEL III (Tax Lot 13, Tax Lot 15 and Portion of 14.200)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W N28° 18' 43"E a distance of 32.00' to a point, said point being the southwesterly corner of land now or formerly Phillip Rock;

THENCE departing said Route 9W in an easterly direction along land now or formerly Phillip Rock S68° 38' 06"E a distance of 146.45' to a point;

THENCE continuing along land now or formerly Phillip Rock N28° 18' 55"E a distance of 25.20' to a point marked by iron pipe;

THENCE continuing along land now or formerly Phillip Rock N67° 31' 33"W a distance of 146.13' to the easterly side of Route 9W;

THENCE along said Route 9W N28° 08' 43"E a distance of 12.91' to a point, said point being the southwesterly corner of land now or formerly 1354 9W LLC;

THENCE departing said Route 9W and along land now or formerly 1354 9W LLC S68° 07' 23"E a distance of 144.29' to a point;

THENCE in part by land now or formerly 1354 9W LLC and land now or formerly Anthony V. Distefano N20° 04' 31"E a distance of 150.49' to a point;

THENCE along land now or formerly Dana Dobrzynski N28° 38' 54"E a distance of 78.00' to a point;

THENCE along land now or formerly 1364 9W LLC N26° 52' 49"E a distance of 104.67' to a point;

THENCE continuing along land now or formerly 1364 9W LLC N68° 34' 34"W a distance of 25.11' to a point;

THENCE along land now or formerly Highway Display, Inc., N26° 52' 49"E a distance of 60.00' to a point, said point being on the southerly line of land now or formerly Marlborough Central School District 1;

THENCE in part along land now or formerly Marlborough Central School District 1 and land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust S73° 14' 17"E a distance of 1931.01' to a point marked by rebar;

THENCE in part along land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust and land now or formerly West Shore Realty S17° 14' 19"E a distance of 143.00' to a point

THENCE along land now or formerly West Shore Realty N80° 04' 19"W a distance of 160.00' to a point;

THENCE continuing along land now or formerly West Shore Realty S21° 45' 41"W a distance of 282.26' to a point on the northerly street line of Dock Road;

THENCE in a westerly direction along the northerly street line of Dock Road S80° 13' 51"W a distance of 102.25' to a point of curvature of a curve;

THENCE along said Dock Road and along said curve having a Radius of 415.00' a Delta of 10° 11' 36" a Chord of 73.73' a chord bearing of S85° 19' 39"W and length of 73.83' to a point;

THENCE continuing along Dock Road N89° 34' 33"W a distance of 95.04' to the point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 895.00' a Delta of 14° 21' 13" a Chord of 223.63' a chord bearing of S83° 14' 50"W and a Length of 224.21' to a point;

THENCE continuing along said Dock Road S76° 04' 14"W a distance of 227.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 1170.00' a Delta of 6° 23' 27" a Chord of 130.44' a chord bearing of S72° 52' 30"W and a Length of 130.50' to a point;

THENCE continuing along said Dock Road S69° 40' 46"W a distance of 76.44' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 530.00' a Delta of 19° 26' 09" a Chord of 178.93' a chord bearing S79° 23' 51"W and a Length of 179.79' to the point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 233.00' a Delta of 21° 40' 31" a Chord of 87.62' a chord bearing of N80° 02' 49"W and a Length of 88.15' to a point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 835.00' a Delta of 7° 32' 37" a Chord of 109.86' a chord bearing of N65° 26' 15"W and a Length of 109.94' to a point, said point also being the southwesterly corner of land now or formerly Town of Marlborough;

THENCE departing said Dock Road in a northeasterly direction and along land now or formerly Town of Marlborough N63° 05' 37"E a distance of 458.96' to a point;

THENCE continuing along land now or formerly Town of Marlborough N26° 29' 43"W a distance of 173.92' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough N65° 52' 23"W a distance of 221.45' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S88° 36' 27"W a distance of 164.95' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S0° 49' 37"W a distance of 0.96' to a point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S49° 11' 57"W a distance of 215.66' to the northeasterly side of Dock Road;

THENCE in a northwesterly direction along said Dock Road N7° 21' 31"W a distance of 20.25' to a point;

THENCE continuing along said Dock Road N8° 36' 44"W a distance of 49.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 132.45' a Delta: 25° 16' 39" a Chord of 57.96' a chord bearing of N21° 15' 03"W and a Length of 58.43' to a point;

THENCE continuing along said Dock Road N33° 44' 29"W a distance of 22.76' to a point;

THENCE continuing along said Dock Road N53° 13' 39"W a distance of 82.81' to a point, point also being the southeasterly corner of land now or formerly Josephine Otaegui;

THENCE departing said Dock Road in a northeasterly direction along land now or formerly Josephine Otaegui N22° 40' 04"E a distance of 150.06' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui N68° 55' 12"W a distance of 167.78' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S39° 52' 15"W a distance of 73.34' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S61° 36' 48"W a distance of 30.67' to a point;

THENCE continuing along land now or formerly Josephine Otaegui S32° 56' 48"W a distance of 26.75' to a point on the northeasterly side of Dock Road;

THENCE continuing along the said Dock Road S18° 08' 42"W a distance of 6.10' to a point;

THENCE continuing along the said Dock Road N64° 14' 21"W a distance of 34.92' to a point;

THENCE continuing along the said Dock Road N61° 41' 06"W a distance of 89.45' to a point;

THENCE continuing along the said Dock Road N58° 55' 26"W a distance of 68.78' to the point and place of BEGINNING.

Swis Code # 513600

Date Deed Recorded 01/14/2022

Bk # 6990 Pg # 238 Instr # 2022-921



PROPERTY INFORMATION

1. Property Location	137 * STREET NUMBER	Dock Road * STREET NAME	
	Marlborough * CITY OR TOWN	VILLAGE 12542 * ZIP CODE	
2. Buyer Name	SDL Marlboro, LLC * LAST NAME/COMPANY	FIRST NAME	
	LAST NAME/COMPANY	FIRST NAME	
3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)		
	LAST NAME/COMPANY	FIRST NAME	
	STREET NUMBER AND NAME	CITY OR TOWN	STATE ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed	4 # of Parcels	OR	<input type="checkbox"/> Part of a Parcel (Only if Part of a Parcel) Check as they apply:
5. Deed Property Size	X * FRONT FEET	OR * DEPTH	20.35 27.60 4A. Planning Board with Subdivision Authority Exists 4B. Subdivision Approval was Required for Transfer 4C. Parcel Approved for Subdivision with Map Provided
5. Deed Property Size	20.35 27.60 * ACRES		
6. Seller Name	DMK Development, LLC * LAST NAME/COMPANY	FIRST NAME	
	LAST NAME/COMPANY	FIRST NAME	
*7. Select the description which most accurately describes the use of the property at the time of sale:	Check the boxes below as they apply:		
D. Non-Residential Vacant Land	8. Ownership Type is Condominium 9. New Construction on a Vacant Land 10A. Property Located within an Agricultural District 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District		

SALE INFORMATION

11. Sale Contract Date	08/02/2021
* 12. Date of Sale/Transfer	12/29/2021
*13. Full Sale Price	700,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- A. Sale Between Relatives or Former Relatives
- B. Sale between Related Companies or Partners in Business.
- C. One of the Buyers is also a Seller
- D. Buyer or Seller is Government Agency or Lending Institution
- E. Deed Type not Warranty or Bargain and Sale (Specify Below)
- F. Sale of Fractional or Less than Fee Interest (Specify Below)
- G. Significant Change in Property Between Taxable Status and Sale Dates
- H. Sale of Business is Included in Sale Price
- I. Other Unusual Factors Affecting Sale Price (Specify Below)
- J. None

Comment(s) on Condition:

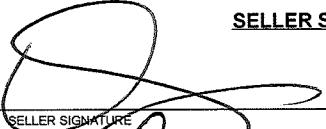
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY)	21	*17. Total Assessed Value	304,300 767,500
*18. Property Class	340	*19. School District Name	Marlboro
*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))			
109.1-3-13	109.1-3-14.200	109.1-3-15	108.4-3-29.100

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE



12/20/21
DATE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Leyton

Scott

*LAST NAME

212

586-2598

*AREA CODE

*TELEPHONE NUMBER (Ex: 9999999)

561

7th Avenue, Suite 903

*STREET NUMBER

*STREET NAME

New York

*CITY OR TOWN

NY

10018

*STATE

*ZIP CODE

BUYER'S ATTORNEY

Adduci

Carrie C.

LAST NAME

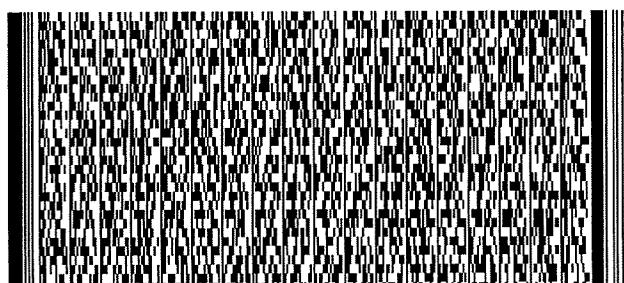
FIRST NAME

(516)

296-7018

AREA CODE

TELEPHONE NUMBER (Ex: 9999999)



Addendum to RP-5217

PROPERTY INFORMATION

1. Property Location

SBL	Street Number	Street Name	City or Town	Village	Zip Code
109.1-3-13	137	Dock Road	Marlborough		12542
109.1-3-14.200	8	Hudson Way	Marlborough		12542
109.1-3-15	103	Dock Road	Marlborough		12542
108.4-3-29.100	--	Dock Road	Marlborough		12542

5. Deed Property Size

SBL	Acres
109.1-3-13	20.35
109.1-3-14.200	5.10
109.1-3-15	.15
108.4-3-29.100	2.0
Total	27.60

7. Description that most accurately describes the use of the property at the time of sale:

SBL	Use
109.1-3-13	D. Non-Residential Vacant Land
109.1-3-14.200	B. 2 or 3 Family Residential
109.1-3-15	A. One Family Residential
108.4-3-29.100	D. Non-Residential Vacant Land

ASSESSMENT INFORMATION

17. Total Assessed Value

SBL	Total Assessed Value
109.1-3-13	\$313,500
109.1-3-14.200	\$192,700
109.1-3-15	\$201,800
108.4-3-29.100	\$59,500
Total	\$767,500

18.

Property Class

SBL	Property Class
109.1-3-13	340
109.1-3-14.200	220
109.1-3-15	210
108.4-3-29.100	311



ULSTER COUNTY – STATE OF NEW YORK
NINA POSTUPACK, COUNTY CLERK
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 6990 / 238
INSTRUMENT #: 2022-921

Receipt #: 2022003468

Clerk: SM

Rec Date: 01/14/2022 02:34:55 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 12

Rec'd Frm: STEWART TITLE INSURANCE COMPANY
- NY METRO

Party1: DMK DEVELOPMENT LLC

Party2: SDL MARLBORO LLC

Town: MARLBOROUGH

109.1-3-14.200

109.1-3-15

Recording:

Cover Page	5.00
Recording Fee	65.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 230.00

Transfer Tax

Transfer Tax - State	2800.00
----------------------	---------

Sub Total: 2800.00

Total: 3030.00

***** NOTICE: THIS IS NOT A BILL *****

***** Transfer Tax *****

Transfer Tax #: 3311

Transfer Tax

Consideration: 700000.00

Transfer Tax - State 2800.00

Total: 2800.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

Record and Return To:

ELECTRONICALLY RECORDED BY CSC

Nina Postupack
Nina Postupack
Ulster County Clerk

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Bargain and Sale Deed with Covenant against Grantor's Acts

711 WESTCHESTER AVENUE
SUITE 302
WHITE PLAINS, NY 10604

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made *as of 29th* day of *December*, Two Thousand Twenty One

BETWEEN

DMK Development, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of PO Box 368, Marlboro, New York 12542,

party of the first part, and

SDL Marlboro, LLC, a Limited Liability Company duly formed in the State of New York, with a business address of 561 7th Avenue, Suite 903, New York, New York 10018,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration 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 right, title and interest in and to:

SEE ATTACHED SCHEDULE A

This transfer is made in the ordinary course of business and does not constitute all or substantially all of the assets of the corporate Grantor.

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; **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 anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

DMK Development, LLC

By: *Dean Graziosi*, Member

STATE OF ARIZONA)

ss.:

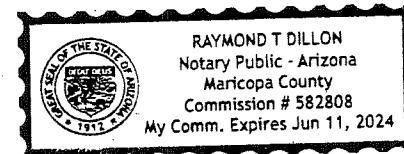
COUNTY OF *Mesa*

On the *20th* day of December, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dean Graziosi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Raymond T. Dillon
Notary Public

R & R to:

Carrie C. Adduci, Esq.
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, New York 11554



SCHEDULE A – DESCRIPTION**AS TO PARCEL I (Section 109.1 Block 3 Lot 13):**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlboro, County of Ulster, State of New York, commonly known as the sand lot on Dock Road in Marlboro banded by Marlboro Elementary School, Marlboro Sewer and Water Treatment Plant and being that same parcel of land described on Tax Map Section 109.1, Block 3, Lot 13 bounded and described as follows:

BEGINNING at a point on southerly line of the lands of Young, said point being distant South 64 degrees 481.81 feet along the southerly line of the lands of Young from the easterly side of the state highway leading from Newburgh to Milton and known as Route 9W and said point being the northwest corner of the herein described parcel;

THENCE along the lands of Young South 64 degrees 00 minutes East 1,548.19 feet to a point in a ravine;

THENCE continuing along the lands of Young South 8 degrees 00 minutes East 143.00 feet to the center of an old road, said point being on the northerly line of the lands formerly known as the MILLARD Estate;

THENCE along the lands formerly known as the Millard Estate North 70 degrees 50 minutes West 160.00 feet and South 31 degrees 00 minutes West 288.63 feet to the northerly side of a town road known as Dock Road;

THENCE along the northerly side of Dock Road the follow courses:

South 86 degrees 30 minutes West 49.03 feet;

North 89 degrees 12 minutes 40 seconds West 69.02 feet;

North 82 degrees 09 minutes 50 seconds West 150.90 feet;

North 84 degrees 24 minutes West 132.29 feet;

South 85 degrees 29 minutes 40 seconds West 377.91 feet;

South 79 degrees 23 minutes 40 seconds West 142.40 feet;

South 84 degrees 22 minutes 50 seconds West 126.94 feet;

North 82 degrees 07 minutes 10 seconds West 101.11 feet;

North 65 degrees 09 minutes West 63.16 feet;

North 52 degrees 41 minutes 20 seconds West 173.04 feet;

North 40 degrees 24 minutes West 60.66 feet;

North 31 degrees 41 minutes West 70.06 feet;

North 9 degrees 36 minutes West 62.96 feet; and

North 3 degrees 31 minutes West 85.43 feet;

North 1 degree 51 minutes East 60.32 feet to a point;

THENCE leaving said Dock Road and along the easterly lines of lane to be retained by MAZZELLA, the following courses:

North 58 degrees 04 minutes East 201.32 feet;

North 9 degrees 41 minutes 40 seconds East 115.38 feet;

North 13 degrees 34 minutes 30 seconds East 130.09 feet;

North 23 degrees 49 minutes East 117.18. feet;

North 18 degrees 44 minutes East 147.11 feet to the point or place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Joseph C. Colombo, Patsy P. Colombo, Michael J. Colombo, Salvatore Colombo, Peter E. Colombo, Jr., and Gaetana Blasko to Marlboro Sewer Improvement Area dated October 8, 1981 and recorded October 9, 1981 in the Ulster County Clerk's Office in Liber 1454, page 405.

Parcel II (Section 109.1 Block 3 Lot 14.200):**PARCEL A:**

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, New York being shown as Lot No. 2 on subdivision map entitled "Final Map of Subdivision of Lands of The Estate of Josephine Mazzella" prepared by Brooks and Brooks Land Surveyors PC and filed in the Ulster County Clerk's Office on September 5, 2003 as Map No. 03-1410.

BEING the same premises as conveyed by deed from Theresa Birdsall Niebuhr, as executrix of the Last Will and Testament of Josephine Mazzella, a/k/a Giseppine Mazzella, late of the Town of Marlboro, Ulster County, New York, deceased, to William F. Murphy and Sharon A. Murphy dated December 12, 2003 and recorded December 17, 2003 in the Ulster County Clerk's Office as Instrument No. 2003-39685.

PARCEL B:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Dock Road said point being the northwesterly corner of the herein described parcel and the northeasterly corner of the lands now or formerly Graziosi described in Liber 3798 of deeds at page 56, said point being located North 02 degrees 00 minutes 00 seconds East 73.99 feet, North 85 degrees 35 minutes 51 seconds East 275.10 feet, and North 86 degrees 46 minutes 34 seconds East 92.80 feet from the southeasterly corner of a concrete culvert crossing under Route 9W, on the south side of the Old Man's Kill Creek;

THENCE along the southerly side of Dock Road, North 86 degrees 46 minutes 34 seconds East 25.72 feet, South 85 degrees 45 minutes 42 seconds East 86.71, South 66 degrees 16 minutes 27 seconds East 14.18 feet, southeasterly along a curve to the right of radius 84.00 feet, an arc length of 36.62 feet, having a chord bearing South 53 degrees 47 minutes 01 second East 36.33 feet, and South 41 degrees 17 minutes 36 seconds East 150.54 feet, to the southeasterly corner of the herein described parcel;

THENCE along the northerly bounds of the lands of Marlborough Water District described in Liber 972 of deeds at page 316, South 81 degrees 43 minutes 49 seconds West 61.62 feet, and North 82 degrees 16 minutes 11 seconds West 119.00 feet to the southwesterly corner of the herein described parcel and a point on the easterly bounds of the lands of Graziosi,

THENCE along the easterly bounds of the lands of Graziosi North 28 degrees 28 minutes 11 seconds West 157.09 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.50 acre of land.

PARCEL C:

ALL that plot piece or parcel of land, situate and being in the Town of Marlboro, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Dock Road said point being the southwesterly corner of the herein described parcel and a point on the southeasterly bounds of Lot No. 2 as shown on a map entitled "Final Map of Subdivision of the lands of the Estate of Josephine Mazzella" recorded in the Ulster County Clerk's Office on September 5, 2003 as Filed Map No. 03-1410, said point being located South 85 degrees 45 minutes 42 seconds East 82.75 feet from a capped iron rod found at the southeasterly corner of Lot No. 1 of filed Map No. 03-1410;

THENCE from said point of beginning North 55 degrees 42 minutes 28 seconds East 185.89, South 32 degrees 04 minutes 22 seconds East 1.63 feet and South 16 degrees 26 minutes 34 seconds West 191.69 feet to the northerly side of Dock Road;

THENCE along the northerly side of Dock Road, North 41 degrees 17 minutes 36 seconds West 49.37 feet, northwesterly along a curve to the left a radius 134.00 feet an arc length of 58.42 feet, having a chord bearing North 53 degrees 47 minutes 01 second West 57.96 and North 66 degrees 16 minutes 27 seconds West 22.76 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY (NOT FOR POLICY) Containing 0.25 acre of land

AS TO PARCEL III (Section 109.1 Block 3 Lot 15):

ALL that certain lot, piece parcel of land situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W North 39 degrees 48 minutes 28 seconds East 32.00 feet to a point marking the northeasterly division line of the herein parcel and tbs southwesterly line of lands now or formerly Rock (Liber 1479, page 25);

RUNNING THENCE along the same South 57 degrees 08 minutes 30 seconds East 146.45 feet and North 39 degrees 48 minutes 28 seconds East 5.00 feet to a point marking the southwesterly line of lands now or formerly Mazzella (Liber 1456, page 601);

RUNNING THENCE along the same South 46 degrees 09 minutes 38 seconds East 68.50 feet, South 74 degrees 56 minutes 46 seconds West 30.67 feet and South 46 degrees 16 minutes 50 seconds West 26.75 feet to a point marking the northeasterly line of the aforementioned Dock Road;

RUNNING THENCE along the same North 52 degrees 44 minutes 45 seconds West 34.92 North 50 degrees 11 minutes 30 seconds West 89.45 feet and North 47 degrees 25 minutes 50 seconds West 68.78 feet to the point or place of BEGINNING.

AS TO PARCEL IV (Section 108.4 Block 3 Lot 29.100):

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York as more fully described as the Town of Marlborough tax map Section 108.4, Lot 3 and Block 29.

FOR INFORMATION ONLY:

Being known and designated as:

Dock Road, Marlboro, New York
Section 108, Block 3, Lot 29.100 (f/k/a Section 108.4, Block 3, Lot 29)

AS SURVEYED COMPOSITE DESCRIPTION OF PARCEL I, PARCEL II (PARCELS A AND C) AND PARCEL III (Tax Lot 13, Tax Lot 15 and Portion of 14.200)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of US Route 9W, AKA Main Street and the northeasterly line of Dock Road, running thence northeasterly along said Route 9W N28° 18' 43"E a distance of 32.00' to a point, said point being the southwesterly corner of land now or formerly Phillip Rock;

THENCE departing said Route 9W in an easterly direction along land now or formerly Phillip Rock S68° 38' 06"E a distance of 146.45' to a point;

THENCE continuing along land now or formerly Phillip Rock N28° 18' 55"E a distance of 25.20' to a point marked by iron pipe;

THENCE continuing along land now or formerly Phillip Rock N67° 31' 33"W a distance of 146.13' to the easterly side of Route 9W;

THENCE along said Route 9W N28° 08' 43"E a distance of 12.91' to a point, said point being the southwesterly corner of land now or formerly 1354 9W LLC;

THENCE departing said Route 9W and along land now or formerly 1354 9W LLC S68° 07' 23"E a distance of 144.29' to a point;

THENCE in part by land now or formerly 1354 9W LLC and land now or formerly Anthony V. Distefano N20° 04' 31"E a distance of 150.49' to a point;

THENCE along land now or formerly Dana Dobrzynski N28° 38' 54"E a distance of 78.00' to a point;

THENCE along land now or formerly 1364 9W LLC N26° 52' 49"E a distance of 104.67' to a point;

THENCE continuing along land now or formerly 1364 9W LLC N68° 34' 34"W a distance of 25.11' to a point;

THENCE along land now or formerly Highway Display, Inc., N26° 52' 49"E a distance of 60.00' to a point, said point being on the southerly line of land now or formerly Marlborough Central School District 1;

THENCE in part along land now or formerly Marlborough Central School District 1 and land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust S73° 14' 17"E a distance of 1931.01' to a point marked by rebar;

THENCE in part along land now or formerly Bonnie J. Lyons and Kelly McNamara, trustees of the Bonnie J. Lyons Living Trust and land now or formerly West Shore Realty S17° 14' 19"E a distance of 143.00' to a point

THENCE along land now or formerly West Shore Realty N80° 04' 19"W a distance of 160.00' to a point;

THENCE continuing along land now or formerly West Shore Realty S21° 45' 41"W a distance of 282.26' to a point on the northerly street line of Dock Road;

THENCE in a westerly direction along the northerly street line of Dock Road S80° 13' 51"W a distance of 102.25' to a point of curvature of a curve;

THENCE along said Dock Road and along said curve having a Radius of 415.00' a Delta of 10° 11' 36" a Chord of 73.73' a chord bearing of S85° 19' 39"W and length of 73.83' to a point;

THENCE continuing along Dock Road N89° 34' 33"W a distance of 95.04' to the point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 895.00' a Delta of 14° 21' 13" a Chord of 223.63' a chord bearing of S83° 14' 50"W and a Length of 224.21' to a point;

THENCE continuing along said Dock Road S76° 04' 14"W a distance of 227.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 1170.00' a Delta of 6° 23' 27" a Chord of 130.44' a chord bearing of S72° 52' 30"W and a Length of 130.50' to a point;

THENCE continuing along said Dock Road S69° 40' 46"W a distance of 76.44' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 530.00' a Delta of 19° 26' 09" a Chord of 178.93' a chord bearing S79° 23' 51"W and a Length of 179.79' to the point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 233.00' a Delta of 21° 40' 31" a Chord of 87.62' a chord bearing of N80° 02' 49"W and a Length of 88.15' to a point of compound curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 835.00' a Delta of 7° 32' 37" a Chord of 109.86' a chord bearing of N65° 26' 15"W and a Length of 109.94' to a point, said point also being the southwesterly corner of land now or formerly Town of Marlborough;

THENCE departing said Dock Road in a northeasterly direction and along land now or formerly Town of Marlborough N63° 05' 37"E a distance of 458.96' to a point;

THENCE continuing along land now or formerly Town of Marlborough N26° 29' 43"W a distance of 173.92' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough N65° 52' 23"W a distance of 221.45' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S88° 36' 27"W a distance of 164.95' to point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S0° 49' 37"W a distance of 0.96' to a point marked by a rebar;

THENCE continuing along land now or formerly Town of Marlborough S49° 11' 57"W a distance of 215.66' to the northeasterly side of Dock Road;

THENCE in a northwesterly direction along said Dock Road N7° 21' 31"W a distance of 20.25' to a point;

THENCE continuing along said Dock Road N8° 36' 44"W a distance of 49.71' to a point of curvature of a curve;

THENCE continuing along said Dock Road and along said curve having a Radius of 132.45' a Delta: 25° 16' 39" a Chord of 57.96' a chord bearing of N21° 15' 03"W and a Length of 58.43' to a point;

THENCE continuing along said Dock Road N33° 44' 29"W a distance of 22.76' to a point;

THENCE continuing along said Dock Road N53° 13' 39"W a distance of 82.81' to a point, point also being the southeasterly corner of land now or formerly Josephine Otaegui;

THENCE departing said Dock Road in a northeasterly direction along land now or formerly Josephine Otaegui N22° 40' 04"E a distance of 150.06' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui N68° 55' 12"W a distance of 167.78' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S39° 52' 15"W a distance of 73.34' to a point marked by a rebar;

THENCE continuing along land now or formerly Josephine Otaegui S61° 36' 48"W a distance of 30.67' to a point;

THENCE continuing along land now or formerly Josephine Otaegui S32° 56' 48"W a distance of 26.75' to a point on the northeasterly side of Dock Road;

THENCE continuing along the said Dock Road S18° 08' 42"W a distance of 6.10' to a point;

THENCE continuing along the said Dock Road N64° 14' 21"W a distance of 34.92' to a point;

THENCE continuing along the said Dock Road N61° 41' 06"W a distance of 89.45' to a point;

THENCE continuing along the said Dock Road N58° 55' 26"W a distance of 68.78' to the point and place of BEGINNING.

Swis Code # 513600

Date Deed Recorded 01/14/2022

Bk # 6990 Pg # 238 Instr # 2022-921



PROPERTY INFORMATION

1. Property Location	137 * STREET NUMBER	Dock Road * STREET NAME	
	Marlborough * CITY OR TOWN	VILLAGE 12542 * ZIP CODE	
2. Buyer Name	SDL Marlboro, LLC * LAST NAME/COMPANY	FIRST NAME	
	LAST NAME/COMPANY	FIRST NAME	
3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)		
	LAST NAME/COMPANY	FIRST NAME	
	STREET NUMBER AND NAME	CITY OR TOWN	STATE ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed	4 # of Parcels	OR	<input type="checkbox"/> Part of a Parcel (Only if Part of a Parcel) Check as they apply:
5. Deed Property Size	X * FRONT FEET	OR * DEPTH	20.35 27.60 4A. Planning Board with Subdivision Authority Exists 4B. Subdivision Approval was Required for Transfer 4C. Parcel Approved for Subdivision with Map Provided
5. Deed Property Size	20.35 27.60 * ACRES		
6. Seller Name	DMK Development, LLC * LAST NAME/COMPANY	FIRST NAME	
	LAST NAME/COMPANY	FIRST NAME	
*7. Select the description which most accurately describes the use of the property at the time of sale:	Check the boxes below as they apply:		
D. Non-Residential Vacant Land	8. Ownership Type is Condominium 9. New Construction on a Vacant Land 10A. Property Located within an Agricultural District 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District		

SALE INFORMATION

11. Sale Contract Date	08/02/2021
* 12. Date of Sale/Transfer	12/29/2021
*13. Full Sale Price	700,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- A. Sale Between Relatives or Former Relatives
- B. Sale between Related Companies or Partners in Business.
- C. One of the Buyers is also a Seller
- D. Buyer or Seller is Government Agency or Lending Institution
- E. Deed Type not Warranty or Bargain and Sale (Specify Below)
- F. Sale of Fractional or Less than Fee Interest (Specify Below)
- G. Significant Change in Property Between Taxable Status and Sale Dates
- H. Sale of Business is Included in Sale Price
- I. Other Unusual Factors Affecting Sale Price (Specify Below)
- J. None

Comment(s) on Condition:

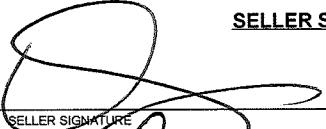
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY)	21	*17. Total Assessed Value	304,300 767,500
*18. Property Class	340	*19. School District Name	Marlboro
*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))			
109.1-3-13	109.1-3-14.200	109.1-3-15	108.4-3-29.100

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE



12/20/21
DATE

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Leyton

Scott

*LAST NAME

212

586-2598

*TELEPHONE NUMBER (Ex: 9999999)

561

7th Avenue, Suite 903

*STREET NUMBER

*STREET NAME

New York

*CITY OR TOWN

NY

10018

*STATE

*ZIP CODE

BUYER'S ATTORNEY

Adduci

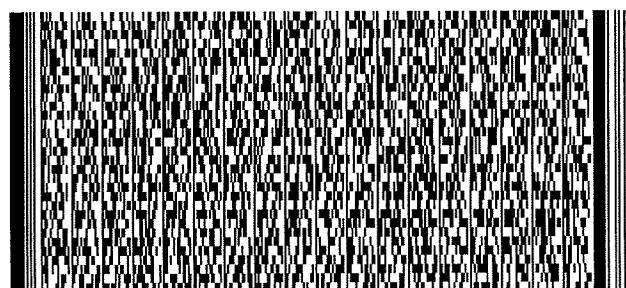
Carrie C.

LAST NAME

(516)

296-7018

TELEPHONE NUMBER (Ex: 9999999)



Addendum to RP-5217

PROPERTY INFORMATION

1. Property Location

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109.1-3-14.200	B. 2 or 3 Family Residential
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18.

Property Class

SBL	Property Class
109.1-3-13	340
109.1-3-14.200	220
109.1-3-15	210
108.4-3-29.100	311