PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "*Agreement*") is made as of the ___ day of _____, 2022 (the "*Effective Date*"), by and between the BOQUET VALLEY CENTRAL SCHOOL DISTRICT, with an address of 7530 Court Street, Elizabethtown, New York 12932 ("*Purchaser*") and COUNTY OF ESSEX, with an address of 7551 Court Street, P.O. Box 217, Elizabethtown, New York 12932 ("*Seller*").

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property known as Thrall Dam Park, located in the Town of Lewis, consisting of approximately 516.50± acres of vacant lands bearing Lewis Tax Map Nos. 47.3-2-20 and 47.3-2-22 and as described in a deed dated 31st of January 1929, recorded in the Office of the Essex County Clerk at Book 194, Page 389 as more specifically designated on the survey prepared by G.H. James filed in the Office of the Essex County Clerk as Map No. 311, File No 32 on August 23, 1929; (attached is a copy of the deed); and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller a portion of the hereinabove cited lands located exclusively on property designated as Town of Lewis Tax Map No. 47.3-2-22, being approximately 105± acres thereof as described on the attached survey/plot plan the *"Property"*, with the Seller reserving the remaining portions of Tax Map No. 47.3-2-22 and all of 47.3-2-20., Attached at Schedule __ is a scaled map of the general location of the property being conveyed prepared by A.E.S. Northeast dated June 30, 2021.

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE AND PURCHASE**.

(a) **DEFINED**. The Property together with all other improvements located on the Subject Land, all easements, water rights, mineral rights and other rights appurtenant thereto and all of Seller's right, title, and interest in any public rights-of-way adjoining the property. The Property and all other improvements, together with all other rights of Seller are hereinafter collectively called the "*Property*" (105±acres) Pursuant to this Agreement, Seller shall sell and Purchaser shall purchase the Property. Reserving however to Seller an easement and right-of-way over the property of 105±acres off NYS Route 9N and County Route 10 in a reasonable area for access by the Seller to Tax Map No. 47.3-2-20, for the purposes of ingress and egress to said parcel with men, vehicles, equipment and the installation, location, replacement, maintenance and repair of utilities and for use by the County, it's successors and assigns.

(b) **"AS IS" CONDITION**. Purchaser acknowledges and agrees that the sale of the Property as provided for herein is made on an "as is" "where is" condition and basis.

Notwithstanding the "as is" nature of this transaction, it is understood that the Property shall be, at Closing, free and clear of all tenancies, occupancies, leases and other rights of possession, liens and encumbrances. Notwithstanding anything to the contrary contained herein, prior to the Closing Date (as hereinafter defined), the Seller shall remove the trees and associated debris within the area to be improved, provided however, that the Purchaser will be responsible for the removal of the stumps located within the improvement area. In addition to the tree removal, prior to the Closing Date, the Seller shall have municipal water service and municipal sewer service located along US Route 9, along the boundary line to the Property.

2. **PURCHASE PRICE AND DEPOSIT**.

In consideration for the purchase and transfer of title to the Property, Purchaser agrees to pay One Hundred Seventy Five Thousand and 00/100 Dollars ($175,000.00) to Seller (the "*Purchase Price*") payable by Purchaser certified or bank check or by wire transfer of immediately collectible funds paid to the order of the seller, subject to adjustments as hereinafter defined.

The Parties acknowledge they have entered into an option to purchase and right of first refusal agreement of even date herewith incident to the right of the seller to purchase the existing Boquet Valley Central School District K-12 campus and real property located in Elizabethtown NY. The parties agree that $175,000 purchase price shall not be paid by purchaser of closing of this transaction but will be paid as follows:

(a) In the event this purchase closes and the Seller elects its Option or Right of First Refusal to Purchase the Boquet Valley Central School District campus and real property under the terms of the Option or ROFR, the $175,000.00 purchase price shall be credited to the purchase of this property.

(b) In the event this purchase closes and the Seller does not exercise its Option or Right of First Refusal to purchase the Boquet Valley Central School District campus and real property and gives prior written notice to the School, the School shall pay Essex County the $175,000.00 purchase price immediately.

(c) In the event the Seller is unable to construct the K-12 Boquet Valley Central School District campus on the property for any reason whatsoever, the $175,000.00 purchase price for the 105± acres shall be paid by Seller to County immediately.

(d) The terms and conditions of this paragraph 2 shall survive closing and the transfer of title.

3. **CLOSING**. Transfer of title and payment of the Purchase Price shall be completed at the offices of Seller's attorney's or at such other place as mutually agreed to between Seller and Purchaser on or before the earlier of: (i) within thirty (30) days following satisfaction of the terms and conditions set forth in Paragraphs 4 and 9 herein; or (ii) [December 31, 2023] (the "*Closing Date*"), provided that Purchaser has not terminated this Agreement as set forth herein.

4. **CONTINGENCIES.** Notwithstanding anything to the contrary contained herein and without limiting the generality of the foregoing, Closing hereunder is contingent upon:

(a) the satisfaction of the Purchaser of the condition of the Property in its sole and absolute discretion within one hundred twenty (120) days following the Effective Date (the "*Due Diligence Period*"). Throughout the Due Diligence Period, Purchaser and its agents and representatives shall have the right to enter upon the Property for the purpose of conducting such non-invasive inspections, audits and tests. All such access to the Property shall be limited to inspections, audits and testing reasonably necessary for Purchaser to satisfy itself that the Property is suitable for the uses intended by Purchaser. During any access to the Property, Purchaser shall comply with all laws, rules and regulations applicable to the Property. Prior to any such entry, Purchaser shall provide Seller with proof of liability insurance with single limit coverage of one million dollars ($1,000,000.00) and aggregate coverage of three million dollars ($3,000,000). Upon completion of such activities, Purchaser, at its sole discretion agrees to restore the Property to its condition existing prior to such inspections, audits and tests or relating in any way whatsoever through the conduct of the Purchaser, its contractors, subcontractors, employees and invitees (Environmental Indemnification). Purchaser hereby covenants and agrees, at its sole cost and expense, to indemnify, defend and hold Seller harmless from and against any and all damages, losses, liabilities, actions, proceedings, costs, disbursements and/or out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Seller resulting from the acts or activities of Purchaser or Purchaser's agents or representatives on or about the Property regarding the conduct of such inspections, audits and/or tests. Purchaser and Seller hereby agree to keep confidential any information obtained during the course of the inspections and agree further not to disclose any such information to government entities or representatives or any person or entity other than their respective attorneys and consultants without the other party's prior written consent, subject to any legal obligation either may have to divulge such information. In the event that Purchaser is not satisfied with the condition of the Property within the Due Diligence Period, Purchaser may exercise its right to terminate this Agreement by giving written notice of such termination to Seller within five (5) business days following the expiration of the Due Diligence Period and, as of the date of such termination notice, (i) this Agreement shall terminate and be of no further force or effect and (ii) neither party shall have any further liability or obligation to the other hereunder. In the event that Purchaser fails to exercise its right to terminate within said five (5) business day period following the expiration of the Due Diligence Period, the above contingencies shall be deemed waived/satisfied.

(b) Purchaser receiving approval of the qualified voters of the district for the purchase of the Property pursuant to §2511(1) of the New York Education Law on or

before December 31, 2023. In the event that Seller does not receive voter approval for the purchase of the Property by the date set forth above, Seller may exercise its right to terminate this Agreement by giving written notice of such termination to Purchaser within ten (10) business days following the vote and, as of the date of such termination notice, (i) this Agreement shall terminate and be of no further force or effect and (ii) neither party shall have any further liability or obligation to the other hereunder.

(c) The Purchaser at its sole cost and expense obtaining local Planning Board, Zoning, Adirondack Park Agency and any other land use permits and authorizations relative to the subdivision of the Property for use as a K-12 building on or before December 31, 2023, after which time if said approvals are not obtained and received, this Agreement shall expire and be of no legal force and effect.

(d) Purchaser receiving approval from the State of New York for the purchase of the property and approval for the construction of a K-12 complex acceptable to the Boquet Valley Central School Board on or before June 30, 2023. In the event the Seller does not receive these approvals but the date set forth, Seller may exercise its right to terminate this agreement by giving written notice of such termination to the Purchaser within a minimum of ten (10) business days following notification and as of such date of termination this agreement shall terminate and be of no further legal force and effect and neither party shall have any further liability or obligation against the other.

5. **SELLER INFORMATION**. Seller shall deliver within thirty (30) days from the Effective Date hereof, any and all property information, including but not limited to, environmental reports (i.e. Phase I), memorandum and/or audits of all or any portion of the Subject Land, surveys, floor plans and plans and specifications that are in Seller's possession.

6. **PURCHASER'S POSSESSION OF PROPERTY**. Seller shall retain possession of the Property until the Closing Date. The Purchaser shall have possession of the Property from and after the Closing Date.

7. **DELIVERIES**. Seller shall provide the following documents in connection with the sale:

Deed. Seller will deliver to Purchaser at closing a properly signed and notarized bargain and sale deed with covenant against grantor's acts (the "*Deed*"), and such other instruments of transfer as Purchaser shall reasonably require.

Abstract, Bankruptcy and Tax Searches, and Instrument Survey Map. Seller will furnish, and deliver to Purchaser or Purchaser's attorney, at Seller's cost and expense, within thirty (30) days following the expiration of the Due Diligence Period, an abstract of title containing fully guaranteed tax, title and

United States District Court Searches dated or redated after the date of this Agreement with a local tax certificate for Village, Town or City taxes, if any, and an instrument survey map dated after the date of this Agreement showing the Property and all (x) buildings, improvements, and other structures and (y) easements affecting the same, which survey map acceptable to the reputable title company doing business in the State of New York that is insuring the title insurance policy in favor of Purchaser and/or Purchaser's mortgage lender for the Property (the "*Title Company*"), if any (collectively, the "*Title Evidence*"). The cost of said abstract, including the cost to continue such searches to and including the day of closing and the cost for any redated survey shall be borne by the Seller.

(c) Evidence reasonable satisfactory to the Title Company that Seller has the legal power, right and authority to consummate the sale of the Property.

(d) Any and all keys and alarm codes in the possession of the Seller to locks located on the Property.

8. **MARKETABILITY OF TITLE**. Seller represents and warrants that it has the authority to convey the Property. The Deed and other documents delivered by Seller shall be sufficient to convey such title to Seller's ownership interest in the Property as any reputable title company doing business in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy, free and clear of all liens, leases and encumbrances. Purchaser agrees to accept title to the Property subject to: (i) any real estate taxes that have not yet become a lien against the Property; and (ii) any public utility and municipal easements as long as those easements do not interfere with any buildings now on the Property or Purchaser's intended uses of the Property.

9 **OBJECTIONS TO TITLE**. If Purchaser raises a valid written objection to the marketability of Seller's title within twenty (20) days following receipt of the Title Evidence, Seller may but shall be under no obligation (with the exception of a defect which can be cured by the payment of a fixed sum of money, such as but not limited to judgments, mortgages, tax liens or mechanics liens ("*Monetary Defects*")) to cure the defect to Purchaser's satisfaction as a precondition to Purchaser's performance under this Agreement. If Seller elects to cure a nonmonetary defect Seller shall be entitled to a reasonable adjournment of the Closing Date set forth herein, whereupon Seller shall have until such new Closing Date to dispose of any such objections, at no cost or expense to the Purchaser. Any attempt by the Seller to cure an objection shall not be construed as an admission by Seller that such objection is one that will give the Purchaser the right to cancel this Agreement. A defect shall be deemed satisfied if Purchaser can obtain a title policy insuring over such defect. Purchaser retains the right to: (i) close as set forth herein in the event Seller is unable to cure any written objection, or (ii) elect to terminate this Agreement in the event Seller is unable or unwilling to cure said defect, and in such event the Deposit shall be promptly returned to Purchaser.

10. **RECORDING COSTS, MORTGAGE TAX, TRANSFER TAX AND CLOSING ADJUSTMENTS**. Seller will pay for continuation of all tax, title, and United States District Court searches to and including the time of closing, and for any real property transfer taxes. Purchaser will pay mortgage assumption charges, if any, and will pay for recording the deed and the purchase money mortgage and for mortgage recording tax, if any. Rent payments, if any, fuel oil on the Property, if any, water charges, pure water charges, sewer charges, current common charges or assessments, if any, and current taxes computed on a fiscal year basis, excluding any delinquent items, interest and penalties, will be prorated and adjusted between Seller and Purchaser as of the Closing Date.

11. **RISK OF LOSS**. Risk of loss or damage to the Property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the Property by fire or such other casualty occurs prior to transfer, Purchaser may cancel this contract without any further liability to Seller. If Purchaser does not cancel but elects to close, then Seller shall transfer to Purchaser any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

12 **CONDITION OF PROPERTY**. Purchaser agrees to purchase the Property "as is" except as provided in this paragraph and elsewhere in this Agreement, subject to reasonable use, wear, tear, and natural deterioration between the date of this Agreement and the Closing Date. Seller shall, however, be required to deliver the Property on the Closing Date in a "broom-clean" condition and with all debris removed from the Property. Purchaser shall have the right, after reasonable notice to Seller, to inspect the Property within 48 hours before the Closing Date.

13. **REPRESENTATIONS**. Each party represents and warrants to the other that all necessary action has been taken to enter into and consummate this Agreement and that each party has the full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein.

14. **RESPONSIBILITY OF PERSONS UNDER THIS CONTRACT; ASSIGNABILITY**. If more than one person signs this Agreement as Purchaser, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Purchaser in this Agreement. If more than one person signs this Agreement as Seller, each person or any party who takes over that person's legal position will be fully responsible for keeping the promises made by Seller.

15. **NOTICES.** All notices, demands and requests required under this Agreement shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if delivered personally or sent by United States Registered or Certified Mail or by nationally recognized guaranteed overnight courier delivery service, postage prepaid, addressed to either party at the addresses set forth above and any other such address that either party may from time to time designate by written notice addressed to one another. Notices, demands and requests which shall be delivered by Registered or Certified Mail or by guaranteed overnight delivery upon the Seller or Purchaser shall be deemed to be given at the time such notice, demand or request shall be mailed United States Registered or Certified Mail, postage prepaid, or deposited, postage prepaid, with any nationally recognized overnight courier.

16. **ENTIRE AGREEMENT**. This Agreement when signed by both Purchaser and Seller will be the record of the complete Agreement between the Purchaser and Seller concerning the purchase and sale of the Property. No verbal agreements or promises will be binding.

17. **FURTHER DOCUMENTS.** Each party to this Agreement agrees to execute, acknowledge and deliver or cause to be delivered, such other deeds, assignments, affidavits, certificates and other instruments and documents as may be reasonably necessary and required by the other party from time to time to confirm and carry out the intent and purpose of this Agreement and the performance of each party's obligations under the terms of this Agreement, in such form as shall be reasonably satisfactory to counsel for both parties.

18. **DUPLICATE ORIGINALS.** This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

19. **HEADINGS.** Headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be used to interpret or construe this Agreement or any of its provisions.

20. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

21. **INTEGRATION**. All prior understandings, agreements, representations and warranties, oral or written, between Purchaser and Seller are merged in this Agreement which Agreement completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

22. **INTERPRETATION**. This Agreement shall be interpreted and construed according to its fair meaning and neither for nor against any party hereto irrespective of which party caused the same to be drafted. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement.

23. **GOVERNING LAW; VENUE**. This Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. Each party hereby irrevocably consents to the exclusive jurisdiction of the courts of the County of Essex and State of New York and of the federal courts located in the Northern District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Agreement. To the fullest extent it may effectively do so under applicable law, each party hereby irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in any such court and any claim that any such action, suit or proceeding brought in any such court has been brought in an

inconvenient forum.

24. **AMENDMENTS.** This Agreement may not be modified, amended or terminated nor may any of its provisions be waived except by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, termination or waiver is sought, and then such modification, amendment, termination or waiver shall be effective only in the specific instance and for the specific purpose for which given.

25. **FURTHER ASSURANCES**. Each party hereto 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 party in order to carry out the intent and purpose of this Agreement. This paragraph shall survive the closing under this Agreement.

26. **SUCCESSORS AND ASSIGNS.** Subject to the terms and conditions hereof, the covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective distributees, legal representatives, successors and assigns. Purchaser shall have the right to assign this Agreement to any affiliated entity or any entity formed by Purchaser.

27. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

28. **SEVERABILITY**. If any term, covenant or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the extent permitted by the law.

29. **BROKER'S COMMISSION**. Seller and Purchaser represent and warrant that neither has dealt with any other real estate broker, agent or salesperson in connection with the negotiation, execution and/or consummation of the transactions contemplated herein. Each party agrees to indemnify and hold the other harmless from and against any claims by any broker, agent or other real estate sales person claiming a commission or other form of compensation by virtue of this agreement or of having dealt with Seller or Purchaser with regard to this transaction and should a claim for such commission or other compensation be made, the other party shall be indemnified by the party who has dealt with the person or entity making such claim.

30. **OTHER PROVISIONS**.

(a) During the Due Diligence Period, Purchaser shall have the right to inspect the Property upon reasonable notice to Seller.

(b) To the best of Seller's knowledge there are no underground fuel oil storage tanks on the Property.

(c) In the event that the Purchaser obtains a survey, and desires to have the survey description form the basis of the Seller's deed, the Seller shall include such description of the deed subject to the approval of the Seller's attorney which will not be unreasonably withheld.

(d) This Agreement may be executed in counterparts, that is a binding agreement shall exist when each party has executed a copy of this contract even if not the same contract provided the same are delivered. Signatures provided by .pdf shall be sufficient for creating a binding contract when exchanged.

(e) There are no leases, licenses or other occupancy affecting any portion of the premises, and there are no tenants, licensee or occupants or persons in possession of any part of the Property.

(f) To the best of Seller's actual knowledge:

i There is not any material outstanding work that is required by any governmental authorities or private entities to be done upon the Property.

ii Seller represents that it has not had any improvements performed to the Property for which a lien may be filed, which representation shall survive Closing for twelve (12) months.

iii Seller covenants that between the date of this Agreement and that of the Closing: Seller shall maintain the premises in its customary manner.

iv Seller may at its option and sole cost and expense to the extent remediation is required by environmental loss, remediate prior to closing any environmental hazards, hazardous substances or hazardous materials found at, under or above the property at any time prior to Closing. Seller shall notify Purchaser of its decision to either remediate or not within more than thirty (30) days after Seller first becomes aware of the remediation requirement.

In the event that the Seller chooses, within the foregoing 30 day period not to remediate or fails to advise the Purchaser of Seller's decision within such 30 day period not to remediate, then upon Purchaser's election thereafter, this contract shall be rendered null and void and of no further legal force and effect.

v The Seller hereby acknowledges that it has agreed to allow Purchaser to conduct a Phase I environmental investigation of the Property.

vi In the event the Seller chooses to exercise his option to remediate prior to Closing, any environmental hazards, hazardous substances or hazardous materials found at, under or above the Property, Seller hereby agrees to

defend, indemnify and hold Purchaser harmless from and against any and all losses, liabilities, damages, liens, claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees, arising out of or related to said remediation. This provision shall survive closing.

vii Seller agrees to defend, indemnify and hold Purchaser from any and all losses, liabilities, damages, liens, claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees, arising out of or related to the release of hazardous substances or arising out of or related to any hazardous materials at the Property at any time prior to Closing, arising out of Seller's or Sellers agent activities on the premises. This includes any and all costs incurred by Purchaser because of any investigation, review or testing of the premises or any clean-up, removal of structures or restoration required or requested by federal, state or local agency or political subdivisions, or any costs associated with contamination of adjacent property of groundwater caused by Seller or Sellers agents activities prior to Closing. This indemnification shall include all third party claims associated with Seller's actions.

Notwithstanding the foregoing, the indemnification hereunder shall be only with respect to such environmental hazards as are disclosed are known at any time prior to Closing. This indemnification shall survive closing.

[*No further text on this page. Signature page to follow.*]

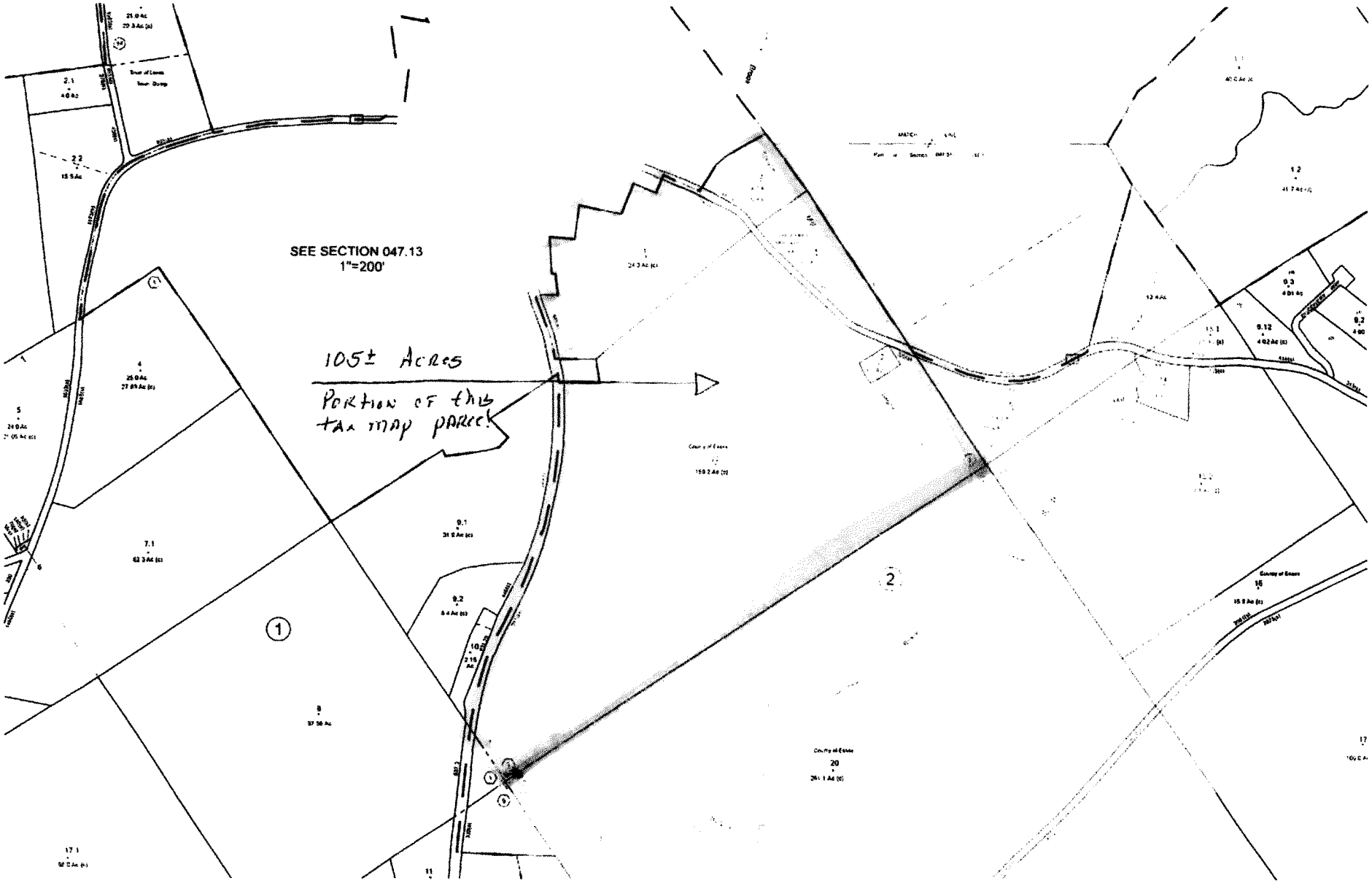
IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

BOQUET CENTRAL SCHOOL DISTRICT

By: _____
Name: Joshua Meyer
Title: Superintendent of Schools

COUNTY OF ESSEX

By: _____
Name: Shaun Gillilland
Title: Chairman of the Board of Supervisors


SEE SECTION 047.13
1"=200'
105± Acres
Portion of this tax map parcel
1
2

adjoining the said Squire K. Wheelock farm in the place where the roadway has been for many years used."

Excepting and reserving from the conveyance a right of way conveyed by Charles F. Searles to Witherbee, Sherman & Company by deed dated April 2nd, 1906 and recorded in Book 133 of Deeds at page 447 of the records of Essex County Clerk's Office.

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, his heirs and assigns forever.

And the said Charles F. Searles does covenant with the said party of the second part as follows:

That the party of the second part shall quietly enjoy the same premises.

That the said Charles F. Searles will forever warrant the title to said premises.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of Chas. F. Searls L.S.

State of New York County of Essex ss.;

On this 22nd day of August, in the year One thousand nine hundred and twenty nine before me, the subscriber, personally appeared Charles F. Searles to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

James C. McMahon Notary Public.

Recorded on the 24th day of August, 1929 at 9 o'clock A.M.

N B Parnell CLERK.

Deed - Not Subdivided.

P 194.389

This Indenture, Made the 31st day of January, in the year One thousand nine hundred and twenty-nine, Between Mrs. Jean T. Milholland, of No. 853 Seventh Ave., New York City, New York, party of the first part, and The County of Essex, New York State, party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Six Thousand one hundred ninety-eight Dollars ($6198.00), lawful money of the United States, paid by the said party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns, forever, All that Tract, or Parcel of Land, situate in the Town of Lewis County of Essex and State of New York, being a part of Lots Number One (1) and Two (2), Three (3) Six (6) Seven (7) and Eight (8) of Platt Rogers Patent bounded and described as follows:

Beginning at a point in the center of the highway leading from the hamlet of Lewis to Wadhams, said point being the southeast corner of lands owned by Frank Dickerson, and the northeast corner of lands of the John E. Milholland Estate, thence southwesterly along the south line of lands of the said Frank Dickerson, twenty-four (24) chains and seventy-four (74) links to a point in the north line of lands owned by Lavada McDougal; thence easterly along a part of the north line of lands of the said Lavada McDougal two (2) chains and sixty-five (65) links to a stake; thence southerly along the east line of lands of the said Lavada McDougal, two (2) chains and twenty-one (21) links; thence westerly along the south line of lands of the said Lavada McDougal five (5) chains and nine (9) links to a point in the center of the macadam highway leading from Elizabethtown to Lewis; thence southerly along the center of the said macadam highway as it winds and turns fifty-two (52) chains and fifty-eight (58) links to the northwest

corner of lands owned by Etta Holcomb lying on the east side of the above mentioned macadam highway; thence easterly along the north line of lands of the said Etta Holcomb, ten (10) chains and sixty-five (65) links to the northeast corner of the said Holcomb land; thence southerly along the east line of lands of the said Etta Holcomb twenty-two (22) chains and ninety-four (94) links to the southeast corner of lands of the said Etta Holcomb; thence westerly along the south line of lands of the said Etta Holcomb fifteen (15) chains and ninety (90) links to a corner; thence northwesterly along the southerly line of lands of the said Etta Holcomb fifteen (15) chains and forty-five (45) links to a point in the center of the macadam highway leading from Elizabethtown to Lewis. Thence southerly along the center of the macadam highway thirty-one (31) chains and two (2) links to the northwest corner of a parcel of land owned by Wallace and Lillian Richards; thence easterly along the north line of lands of said Wallace and Lillian Richards seven (7) chains and sixty-five links to the northeast corner of lands of said Richards; thence southerly along the east line of lands of said Wallace and Lillian Richards, eleven chains and four links to a point in the center of the highway leading from a point near the Steele Schoolhouse, so-called, to a point near the Livingston Schoolhouse; thence along the center of the said highway as it winds and turns about one hundred and twenty-nine chains and twelve links to a point in the center of said highway, said point being a continuation of the east line of lands owned by Frank Dickerson; thence northerly in line of the east line of lands of Frank Dickerson six chains and eighty-two links to the southeast corner of land of the said Frank Dickerson; thence westerly along the south line of lands of the said Frank Dickerson thirty chains and seventy links to the southwest corner of lands of the said Frank Dickerson; thence northerly along the west line of lands of the said Frank Dickerson and the west line of lands of Edwin Whittemore to a point in the center of the highway leading from Lewis to Wadhams; thence northerly along the center of the said highway as it winds and turns about twenty-one chains and sixty-two links to the place of beginning.

Excepting from the above described parcel the following:

1st. All that certain tract or parcel of land situate in the Town of Lewis, County of Essex and State of New York, being a part of Lots Seven (7) and Eight (8) Platt Rogers Patent, bounded and described as follows: Beginning at a point in the center of the highway leading from a point near the Steele Schoolhouse, so-called, to a point near the Livingston Schoolhouse, said point of beginning being northeasterly along the said highway, eighteen chains and ninety-five links from the southeast corner of a parcel of land owned by Wallace and Lillian Richards; thence north twenty-eight degrees west ten chains and forty links, thence at right angles north sixty-two degrees east nineteen chains and fifty links; thence at right angles, south twenty-eight degrees east ten chains and twenty links to a point in the center of the above mentioned highway thence southwesterly along the center of said highway as it winds and turns, about nineteen chains and sixty-two links to the place of beginning containing twenty acres of land be the same more or less.

Also Excepting the Following:

2nd. All that certain tract or parcel of land situate in the Town of Lewis, County of Essex and State of New York, supposed to be part of Lot Number Two (2), Platt Rogers Patent, as follows: said pardel to begin down the river two hundred and fifty feet southerly from the southwesterly abuttment of the bridge crossing the river onthe highway leading from Lewis to Wadhams and to be two hundred and fifty feet wide easterly and westerly and distance enough northerly and southerly to make one acre of land lying on the east side and bordering said brook or river; Together with a right of way sixteen

and one-half wide from the highway to the one acre parcel. Also reserving exclusive use of the river up stream to the bridge.

Intending to convey to the party of the second part five hundred and sixteen and one-half acres, more or less; being the same premises shown on, "map of a part of John E. Milholland's Estate situate in the Town of Lewis, Essex County, New York, surveyed in December 1928, by G.H.James, Surveyor."

Subject to the rights, if any, of the State of New York, County of Essex or Towns of Elizabethtown or Lewis, in and to any part of the road and highways referred to in this description.

Expressly reserving to the party of the first part, a perpetual right of way and easement of ingress and egress over the several highways bounding this tract.

Together with the appurtenances; and all the estate and rights of the saidparty of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part, its successors and assigns forever. And the said party of the first part does covenant with the said party of the second part as follows:

That the party of the second part shall quietly enjoy said premises.

That the said party of the first part will forever warrant the title to said premises.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

Jean T. Milholland L.S.

State of New York County of Essex ss.

On this 29th day of July, in the year One thousand nine hundred and twenty-nine, before me, the subscriber, personally appeared Jean T.Milholland to me personally known to be the same person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Robert B. Dudley Notary Public.

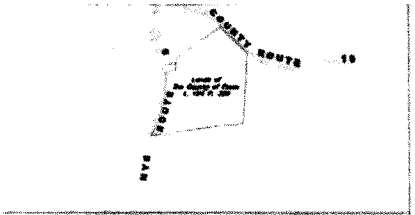
Recorded on the 23rd day of August, 1929 at 2 o'clock P.M.

N B Lamond CLERK.

This Indenture, made the 23rd day of August Nineteen Hundred and Twenty-Nine between Harry L. Tromblee and Irene F. Tromblee, his wife, both of the Town of Moriah, New York, parties of the first part, and Alvin M. Cummings, of Mineville, New York, party of the second part,

Witnesseth, that the parties of the first part in consideration of One Dollar ($1.00), lawful money of the United States, and other good and valuable considerations, paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the Town of Moriah, Essex County, New York, on the west shore of Lake Champlain and being a part of what is now the Tromblee Farm, bounded on the north by the Ernest Clonan lot now owned by Alvin M. Cummings, on the east by Lake Champlain, on the south by the Kennedy lot owned by Mary Kennedy and on the west by the Tromblee Farm owned by Harry L. Tromblee and wife, more particularly described as follows:

Beginning on the shore of Lake Champlain thirty-two and four tenths feet (32.4) west of an iron rivet driven in the shore rock of Lake Champlain directly in line with the southern boundary of the Clonan lot which marks the southeast corner of the Clonan lot



INSET MAP 1"=1500'

GRID NORTH
NORTH ORIENTED TO NYS EAST ZONE AND IS BASED ON SITE OBSERVATIONS ON A CHESTERVILLE QUADRANGLE STANDARD.

LEGEND

	Survey monument found (description as noted)
	Capped iron rod
	Above grade
	Now or Formerly
	Deed liber and page
R.D.	Reference deed
R.M.	Reference map
	Bearing and distance per field measurement
	Bearing and distance per reference deed/map
	Wire fence remains
	Utility pole with overhead wire
	Dirt access road
	Wetlands provided by AES (subject to field verification)
	Approximate location of water line
	Approximate grade for line
	Existing trail
	Proposed trail
	Existing trail to be abandoned and removed

REFERENCE MAP

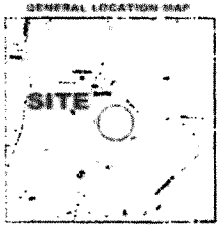
1. "MAP OF A PART OF THE JOHN E. WHITELAW ESTATE" prepared by W. Jones, L.S. dated Dec. 1928, filed as of the Essex County Clerk's office on the 20th.

REFERENCE DEED

Mrs. Jean E. Whitelaw
to
The County of Essex
[illegible] dated Jan. 31, 1929, rec. July 23, 1929
Liber [illegible] p.[illegible]

200 0 200 400 600
Scale 1" = 200'

GENERAL LOCATION MAP



U.S.G.S. QUAD: Lands 7.5 x 7.5 minute
[illegible]

NOTES

1. Coordinate adjustment or rotation to a survey with bearing or azimuth based on NYS Plane Coordinate System.
2. This survey contains only the surveyor's original work and opinion. Other than reproduction for review purposes, this document shall not be reproduced, copied, distributed, used or transferred without written permission.
3. Reproduction or copying of this document may be a violation of copyright law without permission of the surveyor.
4. The location of underground improvements or utilizations, if any, shown hereon are shown as found by visible evidence at the time of survey. No representation of the location of underground improvements or utilizations, being beyond the scope of this survey, is made by the undersigned, and the undersigned shall not be responsible for any damages or injuries resulting from such improvements.
5. Permitted easements, if any, are not shown hereon. It is the responsibility of the client to determine the existence and location of any recorded easements.
6. No attempt of this map or plan is to convey, or form of survey. This survey is subject to any state of facts an [illegible] or a [illegible] or [illegible]
7. Datum for survey

Vertical Datum: NAVD 88, derived from data from the New York State GPS Program Office, providing Type Hydrometer Datum: NAD 83 using GPS RINEX Network.

DATE OF MAP: Preliminary Release - [illegible]

SURVEY MAP
SHOWING CERTAIN LANDS OF

COUNTY OF ESSEX

TO BE CONVEYED TO

BOQUET VALLEY CENTRAL SCHOOL DISTRICT

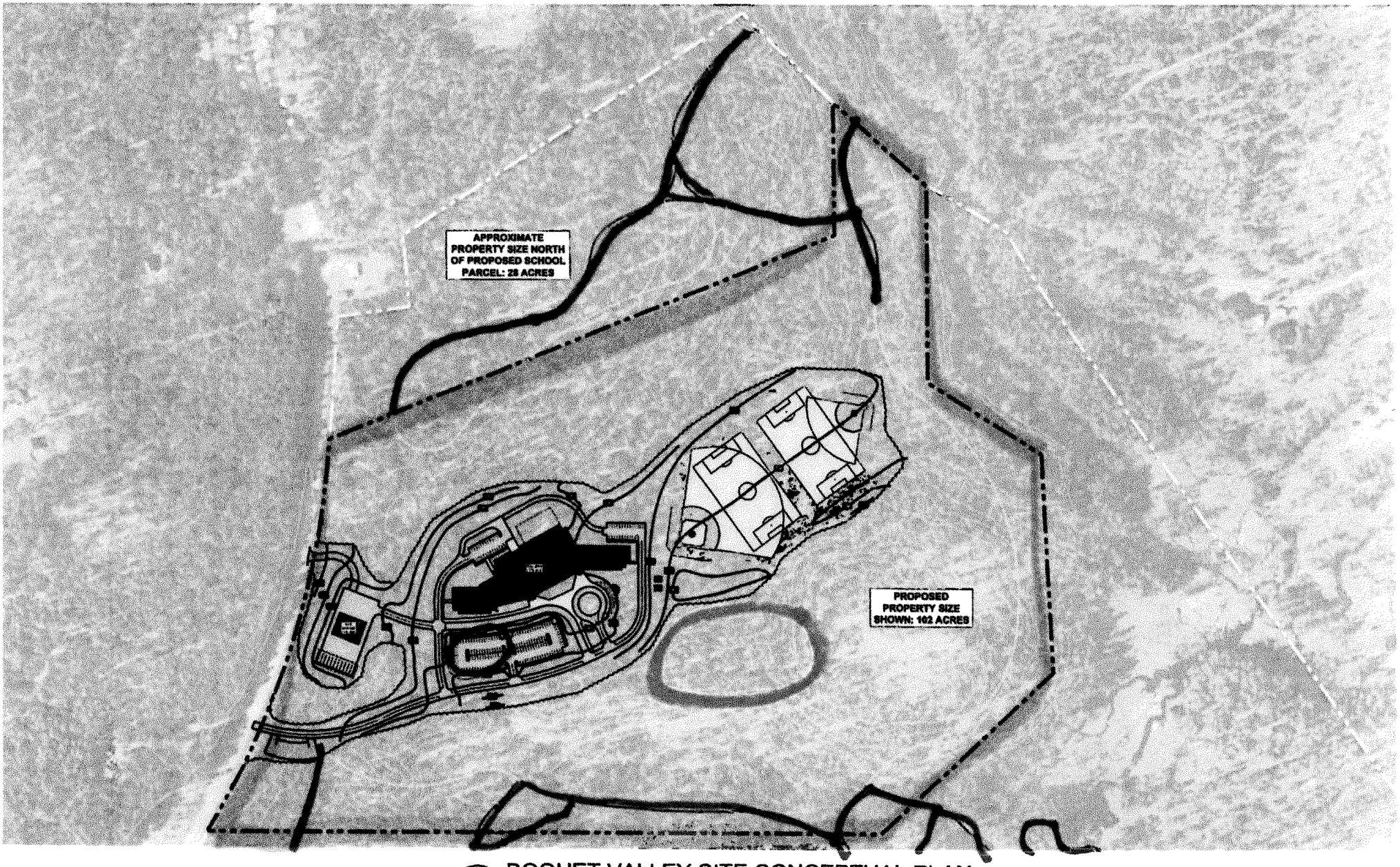
PART LOT 87 [illegible] RESERVE 4
TOWN OF LEWIS
ESSEX COUNTY, NEW YORK

DRAWN BY: [illegible]

AES Northeast

[illegible]

[illegible]



BOQUET VALLEY SITE CONCEPTUAL PLAN

SCALE 1"=300' printed @ 11X17