

CONTRACT OF SALE

Date:

Seller and Purchaser agree as follows:

SELLER: LEWIS TOMPKINS HOSE CO. NO. 1
One South Avenue
Beacon, New York 12508

PURCHASER: CITY OF BEACON
One Municipal Plaza
Beacon, New York 12508

PREMISES:

1. The property is a VACANT LOT located at Beacon Street, Beacon, New York, more particularly known as tax identification number: 5954-26-715922

PRICE:

2. The purchase price is \$400,000.00

Payable as follows:

On the signing of this Contract by check subject to collection,
payable to the Seller's attorney, \$ 40,000.00

Balance in cash, certified or bank check payable to the order of the
Seller at the time of the transfer of title. \$360,000.00

DOWNPAYMENT

3. *Downpayment in Escrow.* (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in an IOLA bank account at M&T Bank, Main Street, Beacon, New York until Closing, or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined herein) to Escrowee demanding payment of the Downpayment, 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 other 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 to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon 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.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment 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 agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' 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.

(c) 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.

(d) Escrowee acknowledges receipt of the Downpayment 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.

(e) 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 Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee

ACCEPTANCE OF UNCERTIFIED FUNDS:

4. (a) Seller's acceptance of Purchaser's offer is contingent upon the clearance of the downpayment funds in paragraph 2 above.

(b) Notwithstanding the acceptance of any uncertified funds by the Seller at the closing, whether for the balance of the purchase price, adjustments, or for any other reason, said acceptance shall be deemed to be in consideration for the Purchaser receiving delivery of the Deed herein, and said acceptance of any uncertified funds shall not constitute a waiver of any right under this Contract nor shall it be construed as an unconditional delivery of the Deed to the Purchaser by the Seller, it being the intention of the parties hereto that the Purchaser shall personally guarantee payment of the said uncertified funds, as part of the consideration hereunder, and further it being

the intention of the parties that the failure of said uncertified funds to be honored upon presentment to an appropriate bank shall constitute a failure of consideration under this Contract and shall require the Purchaser to tender the Deed back to the Seller on ten (10) days written notice, in addition to all other rights, remedies, actions and proceedings otherwise available to Seller. This provision shall survive closing of title and delivery of the Deed.

TITLE TRANSFER SUBJECT TO:

5. The property is to be conveyed subject to the following so long as the same do not render title uninsurable:

- (a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by any existing buildings or improvements erected on the property or their use;
- (b) Any state of facts an inspection or survey of the property may show;
- (c) Conditions, agreements, restrictions and easements of record, if any; and
- (d) Building and zoning regulations.

DEED AND TRANSFER TAXES:

6. At the closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants against Grantor's acts so as to convey a fee simple title to the property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared and signed by the Seller and transfer tax in the correct amount shall be paid by the Seller. The Deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

ADJUSTMENTS AT CLOSING:

7. Real estate taxes shall be apportioned as is customary in Dutchess County for the sale of real estate as of the date possession of the property is delivered to Purchaser if said delivery date is prior to the delivery of the deed.

BROKER:

8. The Purchaser represents that it has not dealt with any broker in connection with this sale other than JonCar Realty and Purchaser agrees to indemnify and hold Seller harmless from any liability arising out of a claim by a real estate broker that such broker brought about this sale.

DELIVERY OF POSSESSION/DELIVERY OF DEED:

9. Title to the property and the closing thereof shall take place at the office of Paul B. Supple, Esq., 5 Cliff Street, Beacon, New York on or before June 24, 2019.

NO ORAL CHANGE:

10. This Contract may not be changed, altered or canceled orally.

PROPERTY CONDITION:

11. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical conditions, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition.

INSURABLE TITLE:

12. Prior to taking possession of the property, within fifteen days following the date of the execution of this Contract, Purchaser shall provide Seller's attorney with a title report. Purchaser's attorney shall notify Seller's attorney of any objections to title contained therein.

Objections to title shall be resolved by the Seller prior to Purchaser taking possession of the property. If Seller is unable to deliver possession clear of any such objection, then whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge said Defects or to cancel this contract.

If this Contract is cancelled pursuant to the terms hereof, then the Contract shall terminate and neither party shall have any further right, obligation or liability against or to the other, and Seller shall promptly refund the downpayment made by the Purchaser to the Seller.

If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance 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 Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

SELLER'S REPRESENTATIONS

13. Seller represents to Purchaser that:

- (a) i. The Premises abut or have a right of access to a public road;
 - ii. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;
 - iii. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act. Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");
 - iv. The Premises are not affected by any exemptions or abatements of taxes;
- and
- v. Seller has not been known by any other person in the past ten years.

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing

DELIVERY OF DEED – FULL COMPLIANCE WITH CONTRACT:

14. The Purchaser acknowledges and agrees that the delivery of the Deed herein constitutes full compliance with the terms, covenants and conditions of this Contract including any and all Addendum and/or Riders annexed hereto, and moreover that none of the terms hereof, or of such said Addendums and/or Rider except those specific paragraphs which specifically state they are to survive title closing, shall survive such title closing.

ASSIGNABILITY:

15. The Purchaser's interest in this Contract is not assignable.

MISCELLANEOUS:

16. (a) All prior understanding, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

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

- (d) 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 or any provisions hereof.
- (e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.
- (f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.
- (g) 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 in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.
- (h) This contract is intended for the exclusive benefit of the parties hereto and except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by any other person or entity.
- (i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

IN WITNESS WHEREOF, this Contract has been duly signed by the parties hereto.

LEWIS TOMPKINS HOSE COMPANY

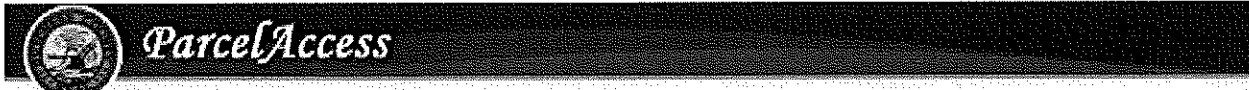
By _____
Larry Way, President

CITY OF BEACON.

By: _____

Attorney for Seller: Paul B. Supple, Esq.
5 Cliff Street, PO Box 227
Beacon, New York 12508

Attorney for Purchaser: Nicholas Ward-Willis, Esq.
Keane & Beane
445 Hamilton Avenue, Suite 1500
White Plains, NY 10601



Tentative Roll

Parcel Grid Identification #:
130200-5954-26-715922-0000
Municipality: Beacon

Parcel Location
Beacon St

Owner Name on March 1
Lewis Tompkins Hose Co No 1 , (P)

Primary (P) Owner Mail Address
1 South Ave
Beacon NY 125080000

Parcel Details

Size (acres):	0.67 Ac (D)	Land Use Class:	(600) Community Services
File Map:		Agri. Dist.:	(0)
File Lot #:		School District:	(130200) Beacon City School District
Split Town:			

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$74200	\$648200	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	\$ 648200

Tent. Roll:	Final. Roll:	Valuation:
5/1/2019	7/1/2019	7/1/2018

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1765	0659	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (3) Comm/public	(3) Comm/public	(2) Typical	R1-7.5	()

Exemption Information:

Exemption: 26400	Amount:
Name: Inc Vol Fire Co	\$648200

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 5/14/2019. Developed and maintained by OCIS - Dutchess County, NY.

AGREEMENT dated the 20th day of ~~February~~ April, 1987 between the City of Beacon, a municipal corporation, having its offices at 427 Main Street, Beacon, New York (hereinafter referred to as "the City") Lewis Tompkins Hose Co. No. 1, a membership corporation having its offices at 1 South Avenue, Beacon, New York, (hereinafter referred to as "the Firemen") and "The Board of Managers of the Diocesan Missionary and Church Extension society of the Protestant Episcopal Church in the Diocese of New York," a New York religious corporation, having its office at 1047 Amsterdam Avenue, New York, New York 10025, (hereinafter referred to as "the Church"),

WHEREAS, the Firemen are the owners of a certain parcel of vacant land adjacent to the former Lewis Tompkins Hose Co. at the intersection of Main Street and Cross Street in the City of Beacon, and

WHEREAS, the City is the owner of premises presently occupied and used as a firehouse by the Lewis Tompkins Hose Co. No. 1, which premises include a certain portion of unimproved vacant land which the Firemen desire to acquire and develop as a parking lot to be used in conjunction with the use of, and activities at, the present firehouse, and

WHEREAS the Firemen and the Church desire that both of said parties have the opportunity to make use of the parking lot which is intended to be developed.

NOW, THEREFORE in consideration of the sum of \$1.00 paid by each party to the other party and of the mutual promises hereinafter set forth it is agreed as follows:

1. The Firemen, at their own cost and expense, shall have a subdivision map of the current firehouse property on South Avenue prepared for presentation to the Planning Board of the City of Beacon. The property shall be subdivided into two parcels, one of which shall contain the existing firehouse and the other of which shall contain portion of the vacant land to the south of the firehouse. The boundary lines of the parcel shall be subject to approval of the Mayor of the City of Beacon acting on behalf of the City.

2. The Firemen shall present the aforesaid subdivision plan to the Planning Board and shall, at their own cost and expense, prosecute the application for subdivision approval. It shall be the obligation of the Firemen to meet any and all conditions which may be set by the Planning Board as a condition of approval of the subdivision.

3. At such time as final subdivision approval has been received the following deeds shall be executed and delivered, which deeds shall be bargain and sale deeds conveying the premises described therein free and clear from any and all liens and encumbrances. The consideration for each deed shall be the sum of \$1.00 and other good and valuable consideration:

- a. Deed from the Firemen to the City for premises consisting of the vacant lot at the corner of Main Street and Cross Street adjacent to the former Lewis Tompkins Hose Co.

- b. Deed from the City to the Firemen for the parcel of vacant land as described in the aforesaid subdivision.

4. a. In the event that either party is unable to convey clear title as aforesaid, then this agreement shall, at the option of such party, become null and void and neither party shall thereafter have any rights or obligations arising out of this agreement. It is understood and agreed that it is the intention of the parties that neither shall have any obligation to commence any actions or proceedings to establish clear title to the premises to be conveyed. ~~Subsequent to the conveyance of the parcel by the City to the Firemen, the Firemen shall construct a paved parking lot on the premises, which parking lot shall contain a minimum of 40 parking spaces as defined by the ordinances and regulation of the City of Beacon. In constructing said parking lot it is agreed that paved areas shall include a certain portion of property owned by the Church and that title to such property shall nevertheless remain in the Church.~~

b. After the delivery of the deed from the City to the Firemen described in paragraph 3(b) above, the Firemen shall construct a paved parking lot, containing a minimum of 40 parking spaces as defined by the ordinances and regulation of the City of Beacon (hereinafter referred to as "the Parking Lot"). The Parking Lot shall be constructed (i) upon the property of the Firemen, being the area cross-hatched in blue on Exhibit A annexed hereto and made a part hereof, and (ii) upon that portion of the Church's property which is cross-hatched in red on Exhibit A.

c. The Firemen shall also construct such number of passageways (but not less than 2) as are necessary to permit ingress and egress between the paved areas of the Parking Lot and the Church property adjoining on the south and east, such construction to be in compliance with applicable law.

d. The Firemen and the Church hereby grant to each other reciprocal easements of ingress and egress over and upon their respective areas of the Parking Lot described in paragraph 4(b) (i) and (ii) above, which easements shall constitute covenants running with said described areas and shall be binding upon the Firemen and the Church and all other persons claiming through them, and such easements are for the benefit of and limitation upon all future owners of said described areas.

5. The Church and the Firemen shall have equal rights to use the Parking Lot and shall consult with each other in order that each shall not interfere with the use of the Parking Lot by the other. The use of the phrase "equal rights" is not intended to mean that each party shall have the right at any time to use 50% of the parking spaces but rather that on certain occasions the entire lot may be used by either of the parties provided, however, that in the event that both parties are having events or activities which require the use of the Parking Lot at the same time, the needs of the Firemen shall take precedence except that in such events 25 spaces shall be left available for the Church.

6. Notwithstanding the equal rights of the Church and the Firemen to the use of the Parking Lot, it is agreed that the Firemen shall be solely responsible for its construction, landscaping and maintenance, but that the Firemen and the Church shall share equally in the cost of snow plowing, snow removal and sanding. Each said party shall maintain its own insurance to protect its own interest.

7. In order to protect the granting or reciprocal easements as herein provided, the parties undertake to cause this agreement to be recorded in the land records of Dutchess County.

8. The conveyance of the property from the Firemen to the City shall be absolute and without any conditions or restrictions whatsoever.

CITY OF BEACON

By: Vernon J. Freeland

LEWIS TOMPKINS HOSE CO. NO. 1

By: Anthony Pecore

BOARD OF MANAGERS, DIOCESE OF NY
~~SPT. ANDREWS EPISCOPAL CHURCH~~

By: John P. Zame, Jr.
Secretary

The foregoing agreement is approved on behalf of the Beacon Community Development Agency.

Frank Indelli
Chairman

NEW YORK

STATE OF NEW YORK, COUNTY OF DUTCHESS

SS:

On the ^{MARCH} 23rd day of February, 1987, before me personally came JOHN V.P. LASSOE to me known, who, being by me duly sworn did depose and say that he is the SECRETARY of the Diocesan Missionary and Church Extension Society of the Protestant Episcopal Church in the Diocese of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

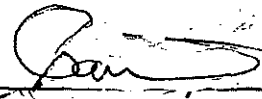
Edward L. Newcombe

EDWARD L. NEWCOMBE
Notary Public, State of New York
No. 43-4753038
Qualified in Richmond County
Commission Expires March 30, 19...87

STATE OF NEW YORK, COUNTY OF DUTCHESS

ss:

On the 6th day of ~~December~~ ^{March}, 1987, before me personally came ANTHONY PICCONE to me known, who, being by me duly sworn, did depose and say that he resides at Beacon, NY, that he is the President of the Lewis Tompkins Hose Co. No. 1, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



PAUL J. EPSTEIN
Notary Public, State of New York
Residing in Dutchess County
My Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF DUTCHESS

ss:

On the 20th day of ~~December~~ ^{April}, 1987, before me personally came VINCENT J. FREDERICKS to me known, who, being by me duly sworn, did depose and say that he resides at Mead Avenue, Beacon, NY; that he is the Mayor of the City of Beacon, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



PAUL J. EPSTEIN
Notary Public, State of New York
Residing in Dutchess County
My Commission Expires March 30, 1987
Dec 30, 1987

SUPREME COURT: STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
THE BOARD OF MANAGERS OF THE DIOCESAN
MISSIONARY AND CHURCH EXTENSION SOCIETY
OF THE PROTESTANT EPISCOPAL CHURCH IN
THE DIOCESE OF NEW YORK and
ST. ANDREW'S CHURCH,

STIPULATION

Index No. 2006/2887

Plaintiffs,

-against-

LEWIS TOMPKINS HOSE CO. NO. 1,

Defendant.
-----X

AGREEMENT made as of the 25th day of September, 2006, by and between THE BOARD OF MANAGERS OF THE DIOCESAN MISSIONARY AND CHURCH EXTENSION SOCIETY OF THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF NEW YORK (the "Diocese"), with its office at 1047 Amsterdam Avenue, New York, New York, and ST. ANDREW'S EPISCOPAL CHURCH (the "Church"), with its office at 17 South Road, Beacon, New York, and LEWIS TOMPKINS HOSE CO. NO. 1 (the "LTHC"), with its office at 1 South Avenue, Beacon, New York,

WITNESSETH

WHEREAS, on May 26, 2006, the Diocese and the Church commenced an action against the LTHC to enforce their rights under an easement agreement in the Supreme Court of the State of New York, County of Dutchess, bearing Index No. 2006/2887 ("Action") seeking a declaration of rights, the removal of impediments to the easement and an injunction. A copy of a map depicting the parking lot area

affected by the easement agreement is attached as Exhibit A.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for all of the parties hereto, none of whom is an infant or incompetent, that the above-captioned action be and the same hereby is settled and discontinued without prejudice as follows:

OK 1. The LTHC will remove all signs currently attached to or located on or near the parking lot which purport to restrict parking in the parking lot. The LTHC will be solely responsible for any cost incurred in removing said signs.

OK I Don't No 2. The LTHC will erect a single sign at the northerly end of the parking lot, which will be mounted on the left hand swinging gate, facing south, with a legend as follows:

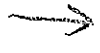
OK "No public parking. Parking for Lewis Tompkins Hose Co. and St. Andrew's Church business only. Enter from Beekman Street."

✓ \$300.00 The parties will share equally in the cost of the sign. No other signage will be permitted with respect to the parking lot, unless mutually agreed between the Diocese, Church and LTHC.

→ ③ No gated entrance to the parking lot shall be locked at any time, except that any gate may be closed and secured with a "clip" closure which can be removed without a key or combination.

→ ④ The Church and the LTHC will include each other on mailing lists for members' and public events.

*Review
Peter
Current
Terry
Stambrecht
845-797-
8904
who
are
contract
?*



5. The Church and the LTHC will give each other telephone notice of all unscheduled events which will require use of the parking lot.

6. The Church and the LTHC will obtain and keep updated each other's contact information for telephone, fax and email information relating to events impacting the parking lot.

7. The Church and the LTHC will annually exchange insurance certificates demonstrating that each has insurance covering the parking lot at all times and providing at least \$1,000,000.00 in liability coverage, with said coverage limit to be adjusted at least once every five (5) years to account for inflation. The Church and the LTHC shall make all reasonable efforts to include each other as additional named insureds on their policies.

8. The Church and the LTHC will share equally in the cost of snow plowing, snow removal and sanding of the parking lot, after prior consultation and agreement as to the contractor to be used for said plowing. The LTHC shall otherwise continue to be solely responsible for the maintenance of the parking lot pursuant to the terms of the easement agreement.

9. The LTHC is represented by counsel. The LTHC is entering into this stipulation upon its own free will. The LTHC has not been coerced or threatened and acknowledge that this stipulation is a fair and reasonable settlement of this civil action.

10. At the discretion of the Diocese and the Church, this

stipulation may be submitted without notice to a Justice of the Supreme Court of New York to be "so ordered" and, without waiving any other enforcement which they may have available, the Diocese and the Church may have violation of the terms of paragraphs 1, 2 and 3 punishable, inter alia, by an application for contempt relief. The LTHC agrees to accept service of such an application by U.S. Mail and further agrees to be responsible for all reasonable and necessary attorney's fees and costs incurred by the Diocese and the Church in their effort to remedy the LTHC's non-compliance with this stipulation.

Dated: September 25, 2006

LAW FIRM OF RANDY SIPER

VAN DEWATER & VANDEWATER, LLP

By: RANDY SIPER, ESQ.
Attorney for Defendant
159 Ward Street
Montgomery, York 12549
(845) 457-4737

LA+ 4571378

BY: AMEE C. VANTASSELL, ESQ.
Attorneys for Plaintiffs
Mill & Garden Streets
P.O. Box 112
Poughkeepsie, New York 12601
(845) 452-5900

SO ORDERED:

Hon.