

CONTRACT FOR SALE AND PURCHASE

Horseheads Central School District

PARTIES: Horseheads Central School District, One Raider Lane, Horseheads, New York 14845, hereinafter referred to as "Seller" and Pathways, Inc., a New York not-for-profit corporation with an address of 33 Dennison Parkway West, Corning, New York 14830, hereinafter referred to as "Buyer."

1. **AGREEMENT:** The Seller agrees to sell and the Purchaser agrees to purchase the Premises according to all the terms and conditions stated herein.

2. **DESCRIPTION OF PREMISES:** The property being sold and purchased is the Broad Street Elementary School located at 800 W. Broad Street, Horseheads, New York ("Premises"). The description of the Premises is annexed hereto as Exhibit A.

3. **ABSTRACT:** At least 20 days before closing, Seller will give Buyer an Abstract of Title which is a summary of the history of the title of the Premise as shown by the documents recorded in the appropriate County Clerk's Office. This Abstract shall show good and marketable title except as otherwise provided in this agreement. Seller shall also provide a copy of the existing survey completed by Hunt Engineers, Job No. 1923-018.

4. **DEED:** The Seller shall convey the premises to the Purchaser by Quit Claim Deed, with Lien Covenant. The transfer shall include all oil, gas and mineral rights to the Premises.

5. **CONDITION OF PREMISES:** The buildings on the Premises herein conveyed, as well as property specified in paragraph 6 are sold "as is" as of the date of transfer of title, without warranty as to condition, express or implied, except that in case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the

State of New York entitled "Uniform Vendor and Purchaser Risk Act", such section shall apply to this contract.

Seller shall retain a non-exclusive use of ball fields and outside accessible restrooms through June 30, 2019 at no cost. The Seller shall maintain liability insurance with a minimum of \$1,000,000 in liability insurance and \$5,000,000 in umbrella coverage with Buyer named as an additional insured. Reasonable proof of such coverage will be provided to Buyer upon demand. Seller shall maintain the ball fields and associated grounds of the balls fields at Seller's own expense during the period of such use by the Seller.

6. **PROPERTY INCLUDED IN SALE OF THE PREMISES:** Plumbing, heating and lighting fixtures, attached or built-in furnishings, electrical service and wiring, venting, shrubbery, plantings, landscaping, and all other appurtenances throughout the improvements on the property as they exist as of the date of this contract. In addition, all personal property owned by Seller presently located on the Premises such as desks, chairs and equipment is included "as is". Notwithstanding any language in this agreement to the contrary, the Seller shall keep ownership of, and remove no later than the closing date, the following personal property: Kitchen Steamer, Kitchen Warmer, 3 ladder racks.

Buyer shall take the Premises subject to all current leases. Seller shall provide copies of such leases of all current tenants within 14 days of the date of this agreement.

7. **EDUCATION LAW SECTION 1804 (6)(c):** This agreement is entered into by Seller in accordance with Education Law Section 1804 (6)(c) and may be subject to voter authorization. Seller will take the appropriate steps to obtain such authorization if the voters petition the District in accordance with Education Law Section 1804 (6)(c). If voter authorization

is not received, this agreement is void and any money paid to Seller by Purchaser shall be refunded.

8. **PURCHASE PRICE:** The purchase price shall be \$900,000.00. The sum of \$25,000.00 to be paid herewith, with the deposit to be held by Pyramid Brokerage Company in escrow at First Niagara Bank. The balance of \$875,000.00 to be paid at the time of closing. All payments shall be made by bank or certified check. Purchaser represents that it has sufficient funds committed to it to purchase the Premises. Shall the Buyer fail to complete the sale the deposit shall remain the property of the Seller unless the failure is due to the default of Seller or the contingencies in paragraphs 3, 7, 11, and 12 not being satisfied in which event the deposit shall be returned to Buyer.

9. **TRANSFER OF TITLE:** Transfer of title is to be completed at the Administration Offices of the Seller within 30 days of satisfaction of the contingencies or at such earlier time as the parties may agree in writing. It is understood that if a referendum is to be held, the closing shall occur five working days after voter approval of the transfer of title if all other contingencies have been satisfied.

10. **CLOSING ADJUSTMENTS:** Adjustments shall be made at closing for rents, fuel oil, gasoline, kerosene and other commodities which shall remain on the Premises and be the property of the Buyer. The rate of adjustment shall be based on the last invoice received for the commodity by the Seller. Security Deposits, if any, will be transferred from Seller to Buyer at the time of closing.

11. **CONTINGENCIES:** The parties agree that the agreement is contingent upon Buyer satisfying each of the following:

a) Authorization by the Board of the Office of Persons with Developmental Disabilities, within 90 days of the date of this agreement. Buyer shall provide Seller with certification of such approval.

b) Village of Horseheads zoning approval if necessary. Buyer to Buyer shall complete such approvals at its own expense within 90 days of the date of this agreement. Buyer has the option to use an additional 60 days to gain necessary approvals. Seller shall provide all reasonable cooperation to Buyer to gain all necessary approvals pursuant to this paragraph.

c) Approval of the Purchase Agreement by Buyer's Board of Directors within 30 days of the execution of the Letter of Intent.

d) Buyer obtaining a satisfactory Environmental Phase 1 inspection of the Premises at Buyer's expense within 45 days of execution of contract. Seller will provide Buyer with a copy of the Environmental Phase 1 Assessment completed by Hunt Engineers, Project No. 1923-018, dated November, 2014 within 14 days after the date of this Contract of Sale. Any additional environmental testing and/or inspections required by Buyer's Phase 1 will require Seller's consent. Buyer will provide a copy of all Environmental Reports and tests to Seller within 10 days of receipt.

e) A satisfactory inspection of the Premises by an inspector or contractor of its choice, to be obtained and paid for by the Buyer within 45 calendar days after the Contract Date. In the event the inspection confirms that additional inspection(s) are recommended, the Buyer shall have an additional seven (7) calendar days from the receipt of the inspection report to complete such further inspections.

In the event that any of the foregoing contingencies are not satisfied or waived by Buyer by the applicable contingency date then Buyer shall have the right to terminate this agreement upon written notice to Seller.

12. **BOARD OF EDUCATION APPROVAL:** This agreement is contingent upon authorization from the Board of Education of the Horseheads Central School District within 30 days after the Contract Date.

13. **CONTINUED MARKETING OF PROPERTY:** Seller reserves the right to continue to show the Premises and accept back-up offers provided that any back-up offers are made expressly contingent upon the termination of the contract between Buyer and Seller.

14. **ENVIRONMENTAL REVIEW:** The parties hereto agree that the transfer of title to the Premises pursuant to this agreement is subject to the New York State Environmental Quality Review Act and is an unlisted action.

15. **COMMISSIONS:** Seller shall be responsible for payment of all real estate commissions due Pyramid Brokerage Company in connection with the sale of the Premises pursuant to this Agreement.

16. **ENTIRE AGREEMENT:** This contract contains all agreements of the parties regarding the subject property. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained in this document. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the Purchaser and may not be assigned by Purchaser without Seller's written approval. It may not be changed orally.

SIGNATURE ARE ON THE NEXT PAGE

DATED: _____

HORSEHEADS CENTRAL SCHOOL DISTRICT

By: _____
President of the Board of Education

PATHWAYS, INC.

DATED: 10-28-15

By: *Edward J. Lukomski*
Edward J. Lukomski, President & CEO

This is to certify that the Board of Education approved the within agreement and authorized the President of the Board of Education to sign this agreement by Board resolution passed on _____, 20__.

Clerk, Board of Education

EXHIBIT A
DESCRIPTION OF THE PREMISES

Deed Description

ED 10-20-15

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Horseheads, County of Chemung and State of New York, bounded and described as follows:

Beginning at a point marked by a set Iron pin on the northerly boundary of West Broad Street at its intersection with the dividing line between lands now or formerly owned by Thomas D. Seyler (L.778, P.352) on the east and lands now or formerly owned by Central School District No. 1 (L.464, P.146) on the west;

Thence S89°53'00"W, along the aforesaid boundary of West Broad Street, a distance of 832.09 feet to an existing iron pin;

Thence N04°37'09"E, along the easterly boundary of lands now or formerly owned by St. Mary's Roman Catholic Church Society of Horseheads, New York (L.498, P.340), (L.496, P.305) and (L.163, P.399), a distance of 649.03 feet to a set iron pin;

Thence S89°55'18"E, along the southerly boundary of said lands now or formerly owned by St. Mary's Roman Catholic Church Society of Horseheads, New York a distance of 313.51 feet to a point at the southwesterly corner of lot 5 as shown on a map of "Subdivision 2, Lands of Ernest W. and June K. Taylor", filed in the Chemung County Clerk's Office on November 2, 1953 as Case Map no. 1260;

Thence N89°24'51"E, along the southerly boundary of the previously mentioned lot 5 and along the southerly terminus of Hulett Avenue and along the southerly boundary of lots 6, 7, 8, 9 and 10 of Case Map no. 1260, a distance of 496.99 feet to a point marked by an existing iron pin at the southeast corner of lot 10, said point also being at the southwest corner of lot 8 as shown on a map of "Iroquois Manor", filed in the Chemung County Clerk's Office on June 24, 1954 as Case Map no. 1305;

Thence N88°18'08"E, along the southerly boundary of said lot 8, a distance of 20.56 feet to a set iron pin;

Thence S04°30'00"W, along the westerly boundary of the first above mentioned lands now or formerly owned by Thomas D. Seyler, a distance of 652.50 feet to the point of beginning; containing 12.354 acres, more or less.