

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into by and between **ROSE MARIE ROSSI**, (hereinafter referred to, collectively, as "Seller"), and **KATZ EXCAVATING & CONSTRUCTION LLC**, a Limited Liability Company – or its assignee or affiliate (hereinafter referred to as "Buyer").

WITNESSETH:

1. **Property.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the Town of Ballston, Saratoga County, New York, identified generally as \pm 1.946 acres, more or less, located adjacent to Fairground Avenue and part of Tax Parcel Number 412089 216.31-1-1.1, as shown as Area "2" on the map attached hereto and made a part hereof as Exhibit "A" (the "Subdivision Map"), together with all appurtenances, rights of way, privileges, leases, easements and other rights benefiting or pertaining thereto, any and all improvements located thereon, and all right, title and interest of the Seller in and to any land lying in any right-of-way adjoining such property to the centerline thereof (the "Property" – with the entirety of Area "1" and Area "2" being hereinafter referred to as the "Undivided Parcel").

2. **Purchase Price.** The purchase price for the Property shall be Eight Hundred Sixty-Five Thousand and No/100 Dollars (\$865,000.00) (the "Purchase Price") payable to Seller at Closing (as hereinafter defined), subject to prorations, credits and other adjustments provided herein.

(a) The sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) has been paid to Seller as "Earnest Money." The Earnest Money shall be applicable toward the Purchase Price. The Earnest Money shall be nonrefundable, except in the instance of a Seller Breach, as defined and described in Sections 10 and 11 below.

(b) The balance of the Purchase Price shall be payable to Seller at Closing subject to prorations, credits and other adjustments provided herein.

3. **Delivery by Seller.** Within five (5) days after the Effective Date of this Agreement, Seller will furnish to Buyer a copy of all of the following pertaining to the Property which are in Seller's possession or Seller's control (collectively, the "Seller's Documentation"):

- a) Full copies of current zoning approvals and permits and all amendments including all reports, studies, SEQRA documents;
- b) All Phase I and Phase II Environmental Reports;
- c) All title insurance policies and underlying title documents;
- d) All plans including "as built" plans, drawings, and specifications;
- e) All prior AL TA Surveys, including any applicable easements; and/or
- f) Evidence of Current Property Taxes.

4. Governmental Approvals.

(a) Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and redevelopment plan approvals, permits and authorizations, zoning approvals, and any and all other approvals or consents, if any, as Buyer may deem necessary in connection with its proposed acquisition and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. Notwithstanding this right of the Buyer, Buyer shall notify the Seller, in writing, of any application(s), approval(s), permit(s), development plans that are submitted to any controlling/approving agency prior to the Closing Date (as hereinafter defined). If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. Buyer agrees that it shall bear all costs and expenses incurred by it in filing for any applications, approvals and permits sought by Buyer hereunder. As part of the consideration of Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer. Buyer shall retain this right to seek and obtain governmental approval until the Closing Date.

(b) Buyer acknowledges that Buyer has reviewed the zoning regulations related to the Property, including but not limited to R-2S Zoning regulations of the Village of Ballston Spa, New York, and Buyer further acknowledges their understanding that certain requirements, including but not limited to screening of the property, may need to be completed unless the R-2S Zoning regulations are amended and/or the Property's zoning classification changes (such requirements shall be referred to as the "Zoning Requirements"). Buyer understands that Buyer shall hold Seller harmless for any requirements related to Zoning Regulations that are required to be fulfilled related to the completion of the development of the Property and covenants to timely perform any such Zoning Requirements, as directed by the Building Department, Planning Board, and/or Zoning Board of Appeals of the Village of Ballston Spa, New York.

5. Entry Upon Property. Seller and Buyer agree to the following:

(a) Feasibility Period. For a period of sixty (60) days from and after the receipt of Seller's Documentation (the "Effective Date"), Buyer, its agents, employees, contractors, and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies, examinations and audits as Buyer may deem necessary or advisable including, but not limited to, drainage, soils, hazardous waste, environmental, topographical, geological tests and studies and any such related engineering studies and tests (and to cut any trees, without obligation for replanting or cost to replant, to provide access for equipment necessary to conduct such studies and testing) as Buyer deems necessary with regard to Buyer's proposed use of the Property (the "Feasibility Period"). In the event that Buyer for any reason, or no reason whatsoever, determines that it does not want to acquire the Property during the Feasibility Period, Buyer shall have the right, at its sole option, to terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period.

Subject to the above, providing that Buyer may cut any trees, without obligation for replanting or cost to replant, to provide access for equipment necessary to conduct such tests,

studies, examinations, and audits as Buyer may deem necessary or advisable, Buyer agrees to indemnify Seller for any liability or damage caused to the Property as a result of said tests, studies, examinations, and audits (but expressly excluding any liability or damage related to the mere discovery of any condition, circumstance or fact relating to the Property) to the natural conditions of the Property as they substantially existed on the date of this Agreement.

(b) Approval Period. For a period of sixty (60) days after the expiration of the Feasibility Period (the "Approval Period"), Buyer shall seek approval of a subdivision of the Undivided Parcel consistent with the Subdivision Map (the "Subdivision Approval"). Buyer acknowledges that the only approval that is subject to the Termination paragraph below is the Subdivision Approval contemplated herein. The Approval Period shall be extended by a period of thirty (30) days if the Buyer is, in good faith, attempting to secure the Subdivision Approval from the proper Village of Ballston Spa board(s) at the end of the original sixty (60) day period. Failure to timely seek the necessary Subdivision Approval (defined as not filing an application within 14 days of the end of the Feasibility Period) shall be considered grounds to disallow Buyer's termination of this Agreement.

(c) Termination. In the event that Buyer for any reason, or no reason whatsoever, determines that it does not want to acquire the Property during the Feasibility Period, or if the Buyer is unable to secure the Subdivision Approval (except in the cases of noncompliance with Paragraph 5(b) above) during the Approval Period, Buyer shall have the right, at its sole option, to terminate this Agreement by written notice to Seller on or before the expiration of the then current Feasibility Period or the Approval Period, whichever is applicable at that time. However, termination by Buyer during the Feasibility Period, the Approval Period, or at any other point before Closing shall result in the reimbursement by Buyer to Seller for removal of sand by Buyer that is presently occurring and which may occur for up to one year after the Effective Date at a rate of \$3.00 per square yard of sand, with Buyer providing monthly reports reflecting amount of sand removed since the beginning of the negotiations related to this Purchase Agreement. Sand removed by others, including Seller, will not be included in Buyer's Monthly reports or as to any obligation of re-imbursement for sand to Seller.

6. Conditions To Closing.

(a) Seller acknowledges that Buyer has informed Seller that it intends to utilize the Property for commercial development.

(b) Seller shall be responsible to pay said taxes during the pendency of this Agreement.

7. Survey. Buyer may, at Buyer's option, cause a survey ("Survey") of the Property to be made by a registered engineer and/or land surveyor in the State of New York. Should Buyer elect to obtain the Survey, the same shall be ordered by and through Buyer, and shall be at the sole cost and expense of Buyer. In such case, the Survey shall be certified to Buyer, and any lender of Buyer, and shall be sufficient to permit the Title Company (as hereinafter defined) to delete the standard preprinted exceptions relating thereto. The Buyer, the surveyor and all persons authorized by either of them shall have the right to enter upon the Property for purposes related to the Survey and any desired engineering tests.

8. Title to Real Property. Buyer may, at Buyer's option, obtain a current title commitment for an ALTA Form 2006 Owner's Policy, together with copies of the underlying documents referenced in the exceptions set forth in Schedule B- Part II thereof, written by a title insurance company of Buyer's choosing (the "Title Company") and proposing to insure Buyer for the full amount of the Purchase Price (the "Title Commitment"), subject only to the following permitted exceptions (all of which are hereinafter sometimes collectively referred to as the "Permitted Exceptions"): (i) the lien of current ad valorem taxes and municipal assessments not then delinquent; (ii) applicable zoning ordinances; and (iii) any and all covenants, restrictions, reservations, easements and rights of way affecting said Property or which appear of record in the real estate records of the County in which said Property is situated, and do not in Buyer's sole opinion, adversely affect Buyer's intended development of the Property. An existing mortgage or lien shall not be considered an encumbrance if it is to be paid at Closing. Should the Title Commitment reflect defects in title to the Property other than the Permitted Exceptions or should any such Permitted Exception prohibit the Buyer's intended use of the Property, then and in such event the Seller shall have a period of thirty (30) days from receipt of notice thereof from Buyer within which to cure any such defects. Should said defects not be cured within the thirty (30) day period granted to Seller for curing of the same, Buyer, at its election and as its sole remedy shall have the right to either (a) waive the defects and purchase the Property subject to said defects for the Purchase Price and upon and subject to the terms and conditions set forth in this Agreement, or (b) cancel this Agreement by written notice delivered to Seller within ten (10) days after expiration of said thirty (30) day period, and Buyer shall have no further obligations hereunder and the Earnest Money shall be returned to Buyer. Seller represents that it presently owns fee simple title to the Property, except for any existing mortgages or other liens which Seller covenants to have released with respect to the Property at the time of Closing, and Seller covenants that it will not permit any change in the status of the title to the Property until this Agreement has been consummated or otherwise terminated in accordance with the terms hereof.

9. Closing.

(a) Subject to the satisfaction of all of the conditions hereof or the waiver in writing thereof by Buyer, the date of closing ("Closing") shall be the date that is on or before thirty (30) days following the expiration of the Approval Period (the "Closing Date"), unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next Business day, or in the event Seller is unable to remove objectionable easements or other matters affecting title to the Property then the Closing shall take place no later than thirty (30) days following the removal of said objectionable title matters. Buyer may cause the Closing Date to occur at such earlier date as Buyer may choose by providing Seller with ten (10) days written notice. The sale shall be closed at a time and place mutually agreeable to Buyer and Seller, or via escrow using overnight courier and wire transfer of funds. Notwithstanding anything to the contrary above, the parties agree that they will work in good faith to attempt to establish a Closing Date of December 31, 2025, or earlier.

(b) In the event that closing is delayed beyond the Closing Date, through no fault of Purchaser (including but not limited to Seller title issues described in Section 9(a) above), Purchaser may extend the date for Closing for additional 30-day periods by providing payments

of \$4,550.00 for each 30-day extension, for up to 6 months, but not including any month in which the delay is caused by Seller title issues. Such payments shall all be non-refundable (except for an instance of Seller breach of the Contract) and not applied to the Purchase Price.

(c) At Closing, Seller shall deliver to Buyer a bargain and sale deed with covenants against grantor's acts in a form and substance reasonably acceptable to Buyer and sufficient to vest in Buyer title to the Property in accordance with this Agreement subject only to the Permitted Exceptions (the "Deed"). The Deed shall describe the Property in accordance with the Survey. If any buildings, improvements, equipment, or other personal property is situated on the Property Seller, if required by Buyer, shall execute a warranty Bill of Sale conveying all of Seller's rights, title, and interest in such additional property. Seller shall deliver such Owner's or Seller's Affidavits as may be required by the Title Company. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms.

(d) Seller shall pay at Closing, by deduction from the Purchase Price, the cost of preparing the Deed and documentary stamps and transfer tax for recording the Deed. Buyer shall pay at Closing any escrow closing fees, the cost of the Title Commitment, the cost of Buyer's owner's title insurance policy, the cost of recording the Deed and any other documents that Buyer may choose to record, including but not limited to a mortgage, any fees charged by any lender of Buyer, including the cost of any title insurance policy issued in favor of Buyer's lender, the cost of any title endorsements obtained by Buyer or Buyer's lender in connection with their respective title insurance policies, and any and all other expenses herein provided to be paid by Buyer. Ad valorem taxes for the current tax year shall be prorated as of Closing; provided, however, that Seller shall be solely responsible for any rollback or recapture taxes which may now or hereafter be levied or assessed against the Property on account of the current or past assessment of the Property on a "current use" basis. Further, Seller shall be solely responsible for any mansion tax levied or assessed at Closing. Any assessments, whether due or not, levied against the Property shall be paid in full by Seller at Closing. The provisions of this paragraph shall expressly survive Closing.

(e) At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments, prorations and credits as herein provided, or a Promissory Note as described above in Paragraph 2(b).

(f) In the event the transaction contemplated by this Agreement is subject to any laws providing for the withholding of funds from the sale proceeds for tax liability, Seller agrees that Seller shall be subject to having such funds withheld in accordance with applicable laws unless (i) Seller qualifies for an exemption from any such withholding requirements, and (ii) executes all such documents required by law to qualify for such exemption and necessary to release the person or entity responsible for collection of the funds from liability for failure to do so.

(g) Each party shall bear its own attorney's fees.

10. Representations of Seller. Seller represents to Buyer that:

(a) (i) The execution, delivery and performance of this Agreement will not require approval or consent of any third party and will not contravene any statute, regulation or other law or order binding on Seller; (ii) Seller has obtained all necessary approvals to execute this Agreement; (iii) Seller is a validly organized entity in good standing under the laws of the state of its organization and authorized to do business in the state where the Property is located; (iv) Seller is fully authorized to enter into this Agreement and to perform its obligations under this Agreement; (v) the person(s) executing this Agreement on behalf of Seller are duly authorized by Seller to enter into, execute, deliver, perform, and consummate this Agreement on behalf of Seller; and (vi) this Agreement when executed shall constitute the valid and binding obligation of Seller, enforceable in accordance with its terms.

(b) There are no undisclosed leases or licenses affecting the Property and there are no other parties in possession of or holding any right to use or possess portions of the Property. Seller has no knowledge of any uncured violations of any statute, regulation or other law affecting any portion of the Property to the best knowledge of the Seller, and Seller shall give to Buyer prompt notice of any such violation to the best knowledge of the Seller prior to the Closing, including without limitation, any environmental or land use statute, regulation or other law applicable to the Property. To Seller's knowledge there are not now and never were, any underground storage tanks located on the Property

(c) To Seller's knowledge, any wetlands located on the Property for which mitigation in accordance with applicable federal and state law will be necessary will not limit or restrict Buyer's intended development and use of the Property.

(d) Seller is not a "foreign person," as such term is defined under Section 1445(f)(3) of the Internal Revenue Code.

(e) Seller owns good and clear record and marketable fee simple title to the Property, subject only to the Permitted Exceptions and the Property has legal and physical access to an abutting dedicated public road to the best knowledge of the Seller.

(f) Seller has not filed for bankruptcy or reorganization or made a general assignment for the benefit of creditors, and Seller is not insolvent or otherwise unable to pay its debts as they become due and no party has any unsatisfied judgment against Seller to the best knowledge of the Seller.

(g) To the best of Seller's knowledge, (i) all information regarding the Property furnished by Seller to Buyer is true and correct in all material respects, (ii) Seller has not failed to furnish to Buyer any information which would be material to the ownership, operation or development by Buyer of the Property as it exists presently or on the Closing Date, or which would be material or an impediment to the development or use of the Property to the best knowledge of the Seller, and (iii) Seller has disclosed to Buyer in writing all material adverse information of which Seller is aware, if any, concerning the physical condition of the Property.

(h) Seller has not received any notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made.

(i) Seller represents that the Property is currently served by public water, public sewer, electrical, and telephone, and that connections exist, depending on the utility, immediately near or to the Property.

(j) All of the foregoing representations of Seller are true, accurate and complete as of the date hereof and shall be true, accurate and complete as of the Closing Date and shall expressly survive Closing for a period of one (1) year thereafter.

11. Default; Remedies. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer and Buyer has become obligated to proceed to close, but Buyer fails to proceed with the purchase of the Property, then Seller shall have as its remedies: (a) termination of this Agreement, or (b) Seller shall have the right of specific performance and (c) any other rights or remedies available under New York law on account of default by Buyer. If Seller defaults, violates, or breaches any of its covenants, obligations, representations, and warranties herein or refuses to close, then Buyer may (a) declare this Agreement cancelled and of no further force and effect and promptly receive a return of the Earnest Money and any other monies paid by the Buyer hereunder, or (b) Buyer shall have the right of specific performance and (c) any other rights or remedies available under New York law on account of default by Seller. However, in the case of a Seller default, Buyer shall still owe Seller for the sand removal that is presently occurring and which will continue for up to a year after the execution of this Agreement, at a rate of \$3.00 per square yard of sand, with Buyer providing monthly reports reflecting the amount of sand removed since the beginning of the negotiations related to this Purchase Agreement pursuant to the terms described in Paragraph 5(c) above.

12. Assignment. This Agreement may be assigned by Buyer and all powers, rights and privileges herein reserved and given to Buyer by the Seller shall inure to the benefit of and be held by the respective successors and assigns of Buyer, and all liabilities or obligations imposed on each shall be binding upon the respective heirs, successors and assigns of the parties.

13. Environmental Concerns. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right at any time to terminate this Agreement and to receive a return of the Earnest Money after providing Seller a report describing such contamination; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entry upon the Property and the performance of tests and

studies thereon; provided, however, that Buyer shall have no right to conduct a Phase II or any other invasive testing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Seller. Seller agrees that Buyer may make inquiry of pertinent governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller warrants, to the best of its knowledge, that the Property contains no hazardous substances, wastes, or materials. In the event Seller receives any notification from the Environmental Protection Agency, the New York State Department of Environmental Conservation or any other similar agency with regard to the Property, pending the Closing, Seller agrees to immediately notify Buyer regarding such notice.

14. Condemnation. Seller covenants and agrees that there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller any knowledge that any such action is presently contemplated. Should any entity having the power of eminent domain or condemnation decide, prior to the time of Closing, to acquire any portion of or interest in the Property, Buyer, at Buyer's sole option, may elect to (a) terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing and receive a prompt refund of all sums paid hereunder, or (b) complete the purchase of the Property with Seller immediately appointing Buyer its attorney in fact to negotiate with said condemning entity and assigning to Buyer all sums to be awarded.

15. Notices. Any notice permitted or required hereunder shall be made in writing and sent to the receiving party at the address set forth below by (a) hand delivery; (b) e-mail transmission (and, unless as noted below, followed by hard copy delivered in accordance with Paragraph 15; (c) nationally recognized overnight courier; or (d) Certified Mail, return receipt requested. Any notice shall be deemed given by either party to the other: (w) on the day the notice is hand delivered; (x) on the date the notice is sent via email; (y) one (1) Business day after the same is deposited with a nationally recognized overnight courier whether or not the receiving party receives the same, (z) within two (2) Business days after the same is deposited in the United States Mail as Certified, return receipt requested, with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same. Seller and Buyer expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Agreement. The addresses of the parties are as follows:

Seller:	Copy to (via Email only):
Rose Marie Rossi	_____
1 Constitution Court	_____
Ballston, New York 12020	_____
Email: _____	Email: _____
Phone: (518) 885-4232	Phone: _____
Buyer:	Copy to:
Katz Excavating & Construction LLC	_____
_____	_____
_____	_____
_____	_____

Email: _____
Phone: _____

Email: _____
Phone: _____

16. **Condition of Property.** Seller agrees to maintain the Property in its current condition as of the Effective Date of this Agreement.

17. **Risk of Loss.** If any portion of the Property is destroyed or damaged by any casualty between the date hereof and the Closing, and Seller is unable or unwilling to restore it to its previous condition prior to Closing, Buyer shall have the option of canceling this Agreement and receiving a refund of the Earnest Money or accepting the Property in its then condition.

18. **Possession.** Seller agrees to deliver possession of the Property to Buyer at the Closing free and clear of all tenancies and parties in possession.

19. **Agency Disclosure and Brokers.** Each of the parties agree that, except for Frank S. Rossi, II, as agent for Seller ("Seller's Broker") (to receive two-and-one-half percent (2.5%) of the purchase price), they have not dealt with any broker or agent in connection with the negotiation or execution of this Agreement, and the parties agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with the negotiation or execution of this Agreement or the Closing, insofar as any such claim is based upon any conversation, contact or contract with Seller or Buyer, respectively, relating to either the proposed purchase or purchase, or both, of the Property by Buyer.

20. **Effective Date.** The Effective Date of this Agreement shall be the first Business day after the date of the last party executing this Agreement.

21. **Arbitration.** Both parties to this Agreement agree that any dispute arising from, or, in connection with this Agreement, or, negotiations associated with this Agreement, and/or the purchase of the Property shall be resolved solely through binding arbitration. The rules promulgated by the American Arbitration Association shall govern any arbitration proceedings and the arbitration award shall be final and binding on all parties and any judgment shall be entered into the court of record in the controlling jurisdiction. The arbitrability of any claim and/or issue arising from this transaction shall be decided by an arbitrator. The controlling jurisdiction shall be New York and the venue of any dispute shall be in the Town of Ballston, Saratoga County, New York.

22. **Miscellaneous.**

(a) "Business day" shall mean any day other than a Saturday, a Sunday, or a federal holiday recognized by the Federal Reserve Bank of New York. Any day calculated pursuant to the terms and conditions of this Agreement that falls on a day other than a Business day shall automatically be extended to the next Business day.

(b) In the event it becomes necessary for either Seller or Buyer to employ the

services of an attorney to enforce any term, covenant, or provision of this Agreement by any legal proceeding, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision herein, and the remaining provisions, paragraphs, sentences, clauses, phrases and words herein shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

(h) Time is of the essence with respect to the performance of each and every term, condition and obligation of this Agreement.


(i) In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electronic mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

(j) Like Kind Exchange. Seller and Purchaser acknowledge and agree that the purchase and sale of the Premises may be part of a tax-free exchange for either Purchaser or Seller pursuant to Section 1031 of the Code, the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Each party hereby agrees to cooperate with each other and take all reasonable steps on or before the Closing to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Contract, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), (d) no dates in this Contract will be extended as a result thereof, except as specifically provided herein, and (e) the exchanging party shall effect its exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary. Neither party shall by this Agreement or acquiescence to an exchange desired by the other party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its exchange in fact complies with §1031 of the Code. Any party wishing to consummate an exchange pursuant to Section 1031 of the Code shall provide notice to the other party within thirty (30) days of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the respective dates set forth below.

SELLER:

Date: 7/8/2025

 (L.S.)
Rose Marie Rossi

BUYER: Katz Excavating & Construction LLC

Date: 7/8/25


 (L.S.)
By: Mark Katz, Member

EXHIBIT "A"
SUBDIVISION MAP

[See Attached.]