

RECORDED DOCUMENTS

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ESSEX COUNTY – STATE OF NEW YORK
 JOSEPH A. PROVONCHA, COUNTY CLERK
 7559 COURT ST, PO BOX 247, ELIZABETHTOWN, NY 12932

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



RECEIPT NO. : 201186033

Clerk: BW
 Instr #: 2011-122
 Book/Pg: 1658 / 316
 Rec Date: 01/06/2011 12:10:00 PM
 Doc Grp: D
 Descrip: EASEMENT
 Num Pgs: 16
 Rec'd Frm: FIDELITY NATIONAL TITLE GROUP

Party1: WESTPORT GOLF INVESTORS L L C
 Party2: T6 UNISON SITE MANAGEMENT L L C
 Town: WESTPORT

Recording:	
Cover Page	5.00
Recording Fee	95.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Sub Total:	<u>125.00</u>
Transfer Tax	
Transfer Tax - State	444.00
Transfer Tax - County	222.00
Sub Total:	<u>666.00</u>
Total:	<u>791.00</u>

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

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

Transfer Tax# : 766

Consideration: 110864.05
 Transfer Tax: 666.00

I hereby certify that the within and foregoing was recorded in the Essex County Clerk's Office.

Record and Return To:

Joseph A. Provoncha
 Essex County Clerk

FIDELITY NATIONAL TITLE GROUP
 COMMERCIAL LENDER & SEARCH SERVICES
 D CARTER
 7130 GLEN FOREST DR STE 300
 RICHMOND VA 23226-9902

Prepared by:
Robert W. Mouton
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: 0590924/04047

Record and Return to:
Dione-Carter Title Group
Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300 Commercial Lender & Search Services
Richmond, VA 23226 - 9902
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: #12155393
Unison Site: #470817

WIRELESS COMMUNICATION EASEMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT ("Agreement") is made as of the 28th day of Oct., 2010 ("Effective Date"), by and between Westport Golf Investors, LLC, a New York limited liability company, whose address is P. O. Box 469, Westport, New York 12993 ("Site Owner") and T6 Unison Site Management LLC, a Delaware limited liability company, P. O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the Town of Westport, County of Essex, State of New York, having a street address of 75 Liberty Street, Westport, New York 12993, with a tax parcel i.d. of 66.4-1-12.100, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

- (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities

(collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and

the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison. Unison shall use commercially reasonable efforts to enforce the tax payment obligations of tenants under the Existing Agreements in accordance with the terms and conditions thereof. Unison shall include provisions, in future agreements between Unison and additional Customers on the Easements, which make such additional Customers responsible for and pass through real and personal property tax obligations solely attributable to such Customers' Facilities and/or use of the Easements.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property; and (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the

indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Kathy Hayes
Print Name: Kathy Hayes

Melissa Britnell
Print Name: Melissa Britnell

"SITE OWNER":

WESTPORT GOLF INVESTORS, LLC, a New York limited liability company

By: [Signature]
Print Name: JOHN HALL
Title: G.M.

Address: P. O. Box 469
City: Westport
State: New York
Zip: 12993
Tel: 518 962 4470
Fax: 518 962 8338

STATE OF VERMONT)
COUNTY OF Addison) ss:

Before me personally appeared John Hall, duly authorized agent of Westport Golf Investors, LLC, a New York limited liability company, who acknowledged the foregoing instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Westport Golf Investors, LLC, a New York limited liability company.

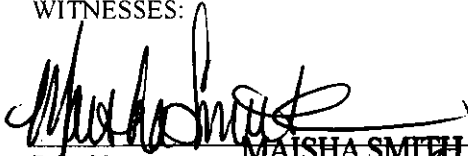
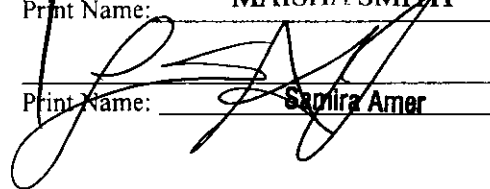
[Signature]
Notary Public in and for said County and State

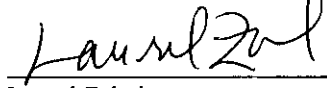
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“UNISON”:

T6 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company

WITNESSES:


Print Name: MAISHA SMITH

Print Name: Sapira Amer

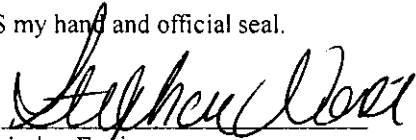
By: 
Name: Laurel Zabel
Title: Authorized Signatory

Address: P. O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 21st day of October in the year of 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Laurel Zabel, Authorized Signatory of T6 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
My Commission Expires: _____
Commission Number: _____

STEPHANIE NOVICK
Notary Public, State of New York
No. 01NOS035998
Qualified in New York County
Commission Expires Nov. 14, 2010

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

TRACT 1

ALL that tract or parcel of land situate, lying and being in the Town of Westport, Essex County, State of New York, being the westerly end of the Golf Club property, and which lies westerly of the unimproved highway, leading from Westport to Port Henry, referred to as "The Back Road" and bounded and described as follows:

BEGINNING in the center of said unimproved highway from Westport to Port Henry at the northeasterly corner of the triangular parcel of land conveyed by the deed from the Westport Inn Company, inc , to Albert Otis, recorded in Book 172 of deeds at Page 470, and running thence westerly and in the northerly line of said three cornered piece, about one hundred and six and nine tenths (106.9) feet, to its northwesterly corner, which point stands in the east line of the lands conveyed to Albert R. Otis by Mable H. Bacon and husband by warranty deed dated August 26, 1914 and recorded in Book 151 of deeds at Page 187; thence westerly and in the northerly line of lands now owned or occupied by Walter E. Hill about forty four hundred and forty one (4441) feet, to an iron pin set in the easterly line of the right of way of the Delaware and Hudson Railroad Company; thence northerly and in the easterly line of said right of way, seventy six (76) feet; thence easterly and in the boundary line of said right of way, thirty two and three tenths (32.2) feet, thence northerly and in the easterly bounds of said railroad right of way, one hundred ninety one and four tenths (191.4) feet, to an angle; thence continuing northerly and in the easterly bounds of said right of way one hundred and eighty two and one tenth (182.1) feet, to an angle; thence continuing northerly in said easterly line, two hundred nineteen and one tenth (219.1) feet to an angle; thence continuing northerly in said easterly bounds, five hundred twenty two (522) feet, to a corner; thence south-easterly and in the southerly line of the lands of J. Vaughn (1922) two hundred (200) feet, to an angle; thence easterly and in the southerly line of said Vaughn lands, about twelve hundred and fourteen and four tenths (1214.4) feet to the center line of the brook which runs with a general easterly and westerly course; thence southerly and in the center of said brook, fifty and eight tenths (50.8) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred and sixty five (165) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred sixty five (165) feet to an angle, thence easterly and in the southerly line of said Vaughn land, four hundred and eighty five and one tenth (485.1) feet to a corner in the center of said brook; thence southerly, two hundred and forty one and five tenths (241.5) feet, to the north-westerly corner of a three cornered piece of land conveyed to the Westport Golf Club Inc by Case L. Patten and wife by warranty deed dated October 26, 1929, and recorded in Book 191 of deeds at Page 554, thence south-easterly and in the northerly line of said three cornered parcel one hundred and seventy two (172) feet to the easterly point of said three cornered parcel and hence easterly and in the southerly line of said Patten's land which lies at the point northerly of the property hereby conveyed and between it and the brook three hundred thirty six and three tenths (336.3) feet, to the center of said brook; thence south-easterly and in the center of said brook, as it winds and turns, eleven hundred seventy four (1174) feet, to the north-easterly corner of a rectangular piece of land containing about .46 of an acre, which was conveyed by Albert R. Otis and wife, to Amandy Montville Sr., by warranty deed dated December 24, 1918 and recorded in Book 161 of Deeds at Page 244 and which was subsequently conveyed to The Westport Inn Company, Inc. by deed recorded in Book 172 at Page 451; thence southerly and in the westerly line of the lands of Case Howard, about seven hundred and ninety (790) feet, to its south-westerly corner; thence easterly and in the southerly line of said Howard land, about two hundred and fifty (250) feet, to the center of the unimproved Westport-Port Henry Highway, and thence southerly and in the center of said Westport-Port Henry Highway, about four hundred (400) feet, to the point and place of beginning.

TRACT 2

ALL those certain pieces or parcels of land, situate in the Town of Westport, Essex County, New York, and located on the westerly side of the State cement highway, running northerly through the village of Westport, more particularly bounded and described as follows:

COMMENCING at the intersection of the center line of the unimproved highway, running from Westport to Port Henry and commonly known as the "Back Road" with the northerly line of the premises conveyed by Doretha W Knowles and others; to John T. DeBlois Wack and wife by deed dated May 29, 1931 and recorded in Book 205 of deeds at Page 520, running thence easterly on the northerly line of said Wack lands and on a course of South 84 degrees East, three thousand sixty (3,060) feet, to the westerly line of lands conveyed by Charles A. Pattison and other to Emil A. Roos by Warranty Deed dated September 28, 1917 and recorded in Book 157 of deeds at Page 553; thence northerly and in the westerly line of said Roos land and on a course of North 17 degrees 25' West one hundred and thirty seven (137) feet to the south westerly corner of Lot 6 of a series of lots plotted and lying on the easterly end of the Golf Club Property and shown on a map made by Hallam M. Movius from a survey made by George H. James, Civil Engineer in July 1930 a copy of which is filed in the Essex County Clerk's Office; running thence Easterly and in the Southerly line of Lots 6 and 5, of said Series of lots, approximately 442' to the south-east corner of Lot 6; thence northerly and in the Easterly line of Lot 5 of said sub-division approximately 250' to the Northeast corner of Lot 5; thence Easterly and in the southerly line of Lot 4, 36' to the southeast corner of said Lot 4; thence northerly and in the Easterly line of Lots 4, 3 and 2 728' to a point, which point is the Northeast corner of Lot 2; thence westerly in the northerly line of Lot 2 to a point forty three (43) feet westerly from the north-easterly corner of said Lot 2; thence northerly and at right angles or approximately so to the northerly line of Lot 2, three hundred and twenty three (323) feet, to the center line of Liberty Street; thence westerly and in the center line of Liberty Street, about six hundred (600) feet, to the easterly line of lands conveyed to The Westport Golf Club, Inc., by Thomas Lee, and others by deed dated September 20, 1929 and recorded in Book 195 of deeds at Page 518; thence northerly and in the easterly line of said Golf Club lot to the northerly line of Liberty Street, which is the southerly line of lands conveyed to Henry R. Labouisse by Giletta Low by Warranty Deed dated August 10, 1905 and recorded in Book 131 of deeds at Page 209; thence westerly and in the southerly line of said Labouisse lands and on a course South 81 degrees west about two hundred and ninety two (292) feet to the north westerly corner of the lot conveyed to the Golf Club by the deed of Thomas Lee above described; thence southerly and in the westerly line of said Lee Golf Club, lot, seventy (70) feet; thence westerly and in the southerly line of the Labouisse lands and on a course of North 83 degrees and 30' West, three hundred and forty eight (348) feet, thence northerly and in the westerly line of said Labouisse lands and on a course of north 6 degrees west seven hundred and seventy two (772) feet, to the center line of the unimproved highway from Westport to Port Henry, first mentioned; thence westerly and southerly in the center of said highway, about nine hundred (900) feet to the northeast corner of a triangular piece of land conveyed to Albert Otis by The Westport Inn Co., Inc., by Warranty Deed dated November 13, 1922 and recorded in Book 172 of Deeds at Page 470; and thence continuing southwesterly and in the center of said Westport-Port Henry unimproved highway, which is on a course of South 37 degrees and 30' West, about nineteen hundred and eighty five (1985) feet, to the northerly line of the lands conveyed to John T. de Blois Wack and wife by deed from Doretha W. Knowles and others recorded in Book 206 at Page 520 being the point and place of beginning.

TRACT 3

ALL that certain piece or parcel of land situate, lying and being in the Town of Westport, County of Essex and State of New York, adjoining the Westport Golf Course and being more particularly bounded and described as follows:

Beginning at an iron pipe set in the ground marking the most northeasterly corner of the property herein conveyed, said point being located 2799.5 feet South 83 degrees 11' East from an iron pipe set in the ground at the easterly edge of the back road running from Westport to Port Henry; thence South 0 degrees 40' West, 576.4 feet to an iron pipe set in the ground at the boundary of property now or formerly owned by Johnson; running thence North 83 degrees 38' West, a distance of 748.3 feet to a corner; running thence South 7 degrees 41' West, 554.6 feet to an

old fence corner post set in concrete; running thence South 7 degrees 13' West, 751.9 feet to an iron pipe set in the ground; running thence North 83 degrees 48' West, 1431.5 feet to an iron pipe set in the ground; running thence North 7 degrees 13' East, a distance of 497.7 feet to an iron pipe set in the ground; running thence North 9 degrees 14' 09 feet to an iron pipe set in the ground on the southerly boundary of the Golf Course property; so-called; running thence South 83 degrees 11' East a distance of 2074 feet, more or less, to the point or place of beginning

TRACT 4

All that tract or parcel of land situate in the Town of Westport, County of Essex and State of New York, being a part of the Albert R. Otis Farm, in the Town of Westport, and formerly known as the "Marks Farm", bounded and described as follows:

BEGINNING at a point in the center of the highway leading from Westport Village to Port Henry and known as the "Back Road", said point being the northeast corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to Otis Decker and Hannah Decker (Deed Ref. Liber 171, CP 491); thence along the north line of lands conveyed to the said Otis Decker, North 84 degrees west Sixty chains and seventy-five links to an iron driven in the ground standing in the east line of the right of way owned by the Delaware and Hudson Railroad Company; thence northerly along the east line of lands now or formerly owned by the Delaware and Hudson Railroad Company, a distance of twenty-two chains and fifty links, more or less, to an iron standing in the easterly line of lands of the said Delaware and Hudson Railroad Company and being the southwest corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to the Westport Inn Company, Inc. (Deed Ref. Liber 172, CP 468); thence along the south line of lands conveyed to the said Westport Inn Company, Inc., South 71 degrees east sixty-seven chains and Twenty-eight links more or less to the center of the highway above mentioned as leading from Westport to Port Henry, thence southerly along the center of the said highway as it winds and turns, seven chains and fifty links, more or less to the place of beginning.

PARCEL 2:

All that piece or parcel of land situate in the Village of Westport, Town of Westport, County of Essex, and State of New York, and more particularly described as follows:

"BEGINNING at a point, said point being an iron rod a distance of five hundred twenty and ninety hundredths feet (520.90) South eighty-one degrees nine minutes West (S 81°-09'W) from the corner of Congress and Liberty Streets as shown on map titled "PRELIMINARY LAYOUT FOR SUBDIVISION CLASSIFICATION, PROPERTY OF WILLIAM R. JR., & RUTH G. BUCHANAN LOCATED IN THE VILLAGE & TOWN OF WESTPORT, COUNTY OF ESSEX, STATE OF NEW YORK, PREPARED ON JUNE 10, 1974, by JOHNSTON & KRATZ, LICENSED LAND SURVEYORS, ELIZABETHTOWN, NEW YORK," said point of beginning also being the southwest corner of the property of C. Charles and Emily LaTour, thence South eighty-one degrees nine minutes West (S 81°-09'W) one hundred twenty nine and seventy hundredths feet (129.70') to an iron pipe thence South two degrees twenty-one minutes West (S 2°-21'W) sixty-four feet (64.00') to a post thence North eighty-three degrees and twenty-five minutes West (N 83°-25'W) ninety-five feet (95.00') to an iron pipe thence North six degrees and thirty-five minutes East (N 6°-35'E) two hundred feet (200.00') to an iron pipe thence North fifty-six degrees and forty-three minutes East (N 56°-43'E) one hundred ninety-seven and nine hundredths feet (197.09') to an iron rod thence South nine degrees and six minutes East (S 9°-06'E) two hundred thirty six and eighty hundredths feet (236.80') to the point of beginning containing 0.9967 acres more or less being a portion of the property conveyed to Ruth G. Buchanan by deed dated May 05, 1973, recorded in the Essex County Clerk's Office in Book 542 of Deeds at Page 23."

PARCEL 3:

All that tract or parcel of land, situate in the Town of Westport, County of Essex, State of New York, bounded and described as follows:

"BEGINNING at an iron pin marking the northeast corner of lands owned or said to be owned by Mrs. Donald Floyd; thence along the remains of a wire fence marking the east bounds of said lands of Floyd South 00 degrees 57' West, one hundred thirty five point zero feet (135.0') to a point marking the southwest corner of lands to be conveyed; thence South 83 degrees 23' East a distance one hundred forty point zero feet (140.0') to a point marking the southeast corner of lands to be conveyed; thence North 00 degrees 57' East a distance of one hundred thirty five point zero (135.0') to a point; thence North 83 degrees 23' West a distance of one hundred forty point zero feet (140.0) to a point of beginning."

"TOGETHER with a twelve foot (12) right of way over lands of FREDERICK and IRENE KING said right of way commencing at Rt 9N and running westerly and northerly over lands of King located approximately one-hundred fifty feet (150') north of Floyd's east line two-hundred ten feet (210') from Berkley and Johnson's north line and three-hundred fifty feet (350') from the line of Florence Alstyne."

LESS AND EXCEPT that portion of property conveyed to Crossshore's Properties, LLC from Westport Golf Investors, LLC, a New York limited liability company by Warranty Deed with Lien Covenant dated July 28, 2009 and recorded July 29, 2009 in Deed Book 1614, Page 46.

AND BEING a portion of the same property conveyed to Westport Golf Investors, LLC, a New York limited liability company from Westport Golf Partners, L.P., a New York limited partnership by Bargain and Sale Deed dated April 26, 2001 and recorded May 21, 2001 in Deed Book 1283, Page 182.

Tax Parcel No. 66 4-1-12 100

EXHIBIT B-1

COMMUNICATION EASEMENT


That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Beginning at a point, said point being North 41° 27' 50" East, approximately 140.43 feet from the Southeasterly corner of a wood frame golf cart shed thence from the Point of Beginning North 72° 16' 29" East, 40.00 feet; thence South 17° 43' 31" East, 80.00 feet; thence South 72° 16' 29" West, 40.00 feet; thence North 17° 43' 31" West, 80.00 feet to the Point of Beginning.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner: Westport Golf Investors, LLC

By: 
Name: JOAN HALL
Title: G.M.
Date: 10/28/10

Unison:

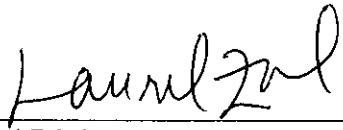
By: 
Name: Laurel Zabel
Title: Authorized Signatory
Date: 10-21-2010

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Liberty Street** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

Access & Utility Easement:

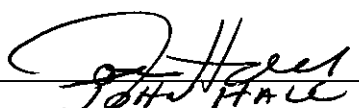
A thirty (30) foot wide access and utility easement, the centerline of which is described as follows:

Commencing at the southwestern corner of the Communication Easement, thence running northeasterly along the southeastern boundary line of the Communication Easement, a distance of 20.00 feet, more or less, to a point; thence running southeasterly a distance of 120.00 feet, more or less, to a point; thence running easterly a distance of 120.00 feet, more or less, to a point; thence running northeasterly a distance of 430.00 feet, more or less; thence running northerly a distance of 285.00 feet, more or less, to the southerly right of way line of Liberty Street and the Point of Termination.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner: Westport Golf Investors, LLC

By: 
Name: John Hall
Title: G.M.
Date: 10/28/10

Unison:

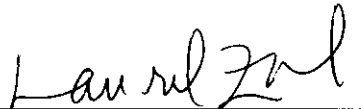
By: 
Name: Laurel Zabel
Title: Authorized Signatory
Date: 10-21-2010

EXHIBIT C


EXISTING AGREEMENTS

Site Owners assign and transfer to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owners under any Existing Agreements, including, without limitation, the following:

The Land Lease Agreement dated July 19, 2006 between Westport Golf Investors, LLC, as lessor and New York RSA 2 Cellular Partnership d/b/a Verizon Wireless, as lessee, as disclosed by the Memorandum of Land Lease Agreement of even date therewith and recorded on July 14, 2008 in Deed Book 1579, page 228.

Agreed and Approved:

Site Owner: Westport Golf Investors, LLC

By: 
Name: JOHN HALL
Title: _____
Date: 6/28/11

Unison:

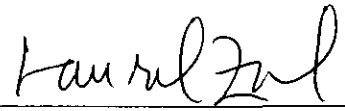
By: 
Name: Laurel Zabel
Title: Authorized Signatory
Date: 10-21-2010

EXHIBIT D

TITLE ENCUMBRANCES

The following security interests in favor of First Niagara Funding Inc.: (i) Mortgage from Westport Golf Investors, LLC, a New York limited liability company, Grantor(s), in favor of Westport Golf Partners, L.P., dated May 18, 2001, and recorded May 21, 2001 in Deed Book 1037, Page 290, in the original amount of \$1,185,000.00; as assigned by Westport Golf Partners, L.P. to The Troy Savings Bank pursuant to the Assignment of Mortgage recorded on June 16, 2003 in Deed Book 277, Page 22; as affected by the Release Part of Mortgaged Premises dated March 5, 2009, by First Niagara Bank, successor by merger to The Troy Savings Bank, a federally chartered financial institution, recorded on July 29, 2009 in Deed Book 381, Page 254; as affected by the Assumption, Consolidation, Modification and Extension Agreement from Westport Golf Investors, LLC, a New York limited liability company in favor of The Troy Savings Bank, a savings bank, dated June 11, 2003 and recorded June 16, 2003 in Deed Book 1254, Page 156; and as affected by the Consolidation, Modification, Extension and Spreading Agreement from Westport Golf Investors, LLC, a New York limited liability company in favor of First Niagara Funding, Inc., dated July 28, 2009 and recorded July 29, 2009 in Deed Book 1901, Page 83; (ii) Mortgage from Westport Golf Investors, LLC, a New York limited liability company, Grantor(s), in favor of The Troy Savings Bank, a savings bank, dated June 11, 2003, and recorded June 16, 2003 in Deed Book 1254, Page 138, in the original amount of \$153,811.90; as affected by the Release Part of Mortgaged Premises dated March 5, 2009, by First Niagara Bank, successor by merger to The Troy Savings Bank, a federally chartered financial institution, recorded on July 29, 2009 in Deed Book 381, Page 254; as affected by the Assumption, Consolidation, Modification and Extension Agreement from Westport Golf Investors, LLC, a New York limited liability company in favor of The Troy Savings Bank, a savings bank, dated June 11, 2003 and recorded June 16, 2003 in Deed Book 1254, Page 156; and as affected by the Consolidation, Modification, Extension and Spreading Agreement from Westport Golf Investors, LLC, a New York limited liability company in favor of First Niagara Funding, Inc., dated July 28, 2009 and recorded July 29, 2009 in Deed Book 1901, Page 83; (iii) the Mortgage (Collateral Security) from Westport Golf Investors, LLC, a New York limited liability company, Grantor(s), in favor of First Niagara Bank, a federally chartered financial institution, dated July 12, 2006, and recorded July 24, 2006 in Deed Book 1615, Page 114, in the original amount of \$271,768.37; Assignment of Mortgage to First Niagara Funding, Inc., dated July 28, 2009 and recorded July 29, 2009 in Deed Book 381, Page 259; together with Assignment of Leases and Rents executed on July 28, 2009, recorded on July 29, 2009 in Deed Book 1901, Page 52; as affected by Consolidation, Modification, Extension and Spreading Agreement from Westport Golf Investors, LLC, a New York limited liability company in favor of First Niagara Funding, Inc., dated July 28, 2009 and recorded July 29, 2009 in Deed Book 1901, Page 83; (iv) the Mortgage (Collateral Security) from Westport Golf Investors, LLC, a New York limited liability company, Grantor(s), in favor of First Niagara Bank, a federally chartered financial institution, dated July 28, 2009, and recorded July 29, 2009 in Deed Book 1901, Page 23, in the original amount of \$30,000.00; and (v) the Mortgage from Westport Golf Investors, LLC, a New York limited liability company, Grantor(s), in favor of First Niagara Funding, Inc., dated July 28, 2009, and recorded July 29, 2009 in Deed Book 1901, Page 66, in the original amount of \$201,959.83, together with UCC/Financing Statement between Westport Golf Investors, LLC, Debtor(s), and First Niagara Bank, Creditor, filed on July 29, 2009, in the official records as Deed Book 56, Page 102, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in the Official Records of Essex County, New York simultaneously therewith.

Essex County
Joseph Provoncha
County Clerk
Elizabethtown, NEW YORK 12932



60 2009 00003449

Instrument Number: 2009- 00003449

As
Easement

Recorded On: July 29, 2009

Parties: WESTPORT GOLF INVESTORS L L C

To
CROSSSHORES PROPERTIES L L C

Billable Pages: 4

Recorded By: G & G ABSTRACT

Num Of Pages: 5

Comment: PURP 66.4-1-1.009 ETAL

**** Examined and Charged as Follows: ****

Easement	60.00	Coversheet	5.00	TP584 Affidavit	5.00
Recording Charge:	70.00				
	Amount	Consideration Amount	RS#/CS#		
Transfer Tax	0.00	0.00	1875	Basic	0.00
WESTPORT				Local	0.00
				Additional	0.00
				Special Additional	0.00
				Transfer	0.00
Tax Charge:	0.00				

Index.....
Verify.....
Copy/Dts.....
Scan.....

**** THIS PAGE IS PART OF THE INSTRUMENT ****

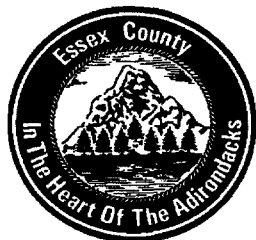
I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Essex County, NY

File Information:

Document Number: 2009- 00003449
Receipt Number: 65326
Recorded Date/Time: July 29, 2009 02:39:00P
Book-Vol/Pg: Bk-D VI-1614 Pg-50
Cashier / Station: S 6 / Cashier Station 1

Record and Return To:

MICHAEL D MCCORMICK
RUSSELL & MCCORMICK
PO BOX 549
KEESEVILLE NY 12944-0549



Joseph A. Provoncha

Joseph A Provoncha
Essex County Clerk

RECORD AND RETURN TO:

~~Robert Wm. Johnson, III, Esq.
Martin Law Firm
P.O. Box 1530
Troy, NY 12180~~

Michael D. McCormick
Russell McCormick
PO Box 549
Keeseville, NY 12944-0549

THIS INDENTURE, Made the 28th day of July, Two Thousand Nine.

BETWEEN

WESTPORT GOLF INVESTORS, LLC, a New York limited liability company, with offices at Country Club Way, Westport, NY 12993

Party of the first part, and

CROSSHORE'S PROPERTIES, LLC, with offices at 9 Pinewood Drive, Peru, NY 12972

Party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE DOLLAR (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs, and assigns forever a RIGHT OF WAY for the purpose of ingress and egress and for placement of all utilities over and through the following described parcel:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

THE FOREGOING description is taken from a Map of Survey prepared for Westport Golf Investors, L.P. by Kevin A. Hall, Land Surveyor, Elizabethtown, N.Y. and filed in the Essex County Clerk's Office as Map No. 6392.

IT IS the intent of this instrument to convey a right of way across the premises herein described for the use and enjoyment of the party of the second part, its guests, and its successors.

ALL MAINTENANCE for the herein described right of way is the responsibility of the party of the second part.

SHOULD WESTPORT GOLF INVESTORS, LLC USE SAID RIGHT OF WAY FOR ANY PURPOSE OTHER THAN OCCASIONAL INGRESS AND EGRESS OF GOLF COURSE MAINTENANCE MACHINERY, WESTPORT GOLF INVESTORS, LLC WILL REIMBURSE

TO CROSSHORE'S PROPERTIES, LLC ONE-HALF OF THE COSTS OF ALL CAPITAL IMPROVEMENTS MADE TO THE RIGHT OF WAY BY CROSSHORE'S PROPERTIES, INC., OR ASSIGNEES, ASSOCIATED WITH THOSE ADDITIONAL USAGE PURPOSES.

SAID right of way shall run with the land.

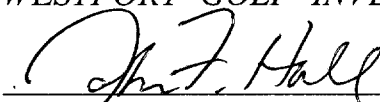
THE LANDS CONVEYED HEREIN are subject to Adirondack Park Agency Permit 2009-67 issued June 30, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees.

SUBJECT TO ALL ENFORCEABLE EASEMENTS AND RESTRICTIONS OF RECORD IN THE ESSEX COUNTY CLERKS OFFICE AFFECTING SAID PREMISES.

IN WITNESS WHEREOF, the party of the first part have hereunto set hand and seal the day and year first above written.

IN PRESENCE OF

WESTPORT GOLF INVESTORS, LLC

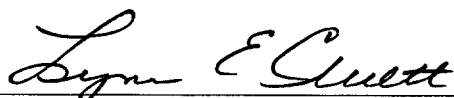

BY: JOHN F. HALL

CROSSHORE'S PROPERTIES, LLC


BY: Lonnie R. Cross, Member

STATE OF NEW YORK)
COUNTY OF ~~Rensselaer~~) ss.:

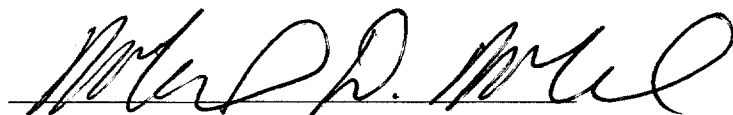
On the ^{18th} Day of July, 2009, before me, the undersigned, a notary public in and for said state, personally appeared JOHN F. HALL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



LYNN E. CLUETT
Notary Public, State of New York
No. 4661029
Qualified in Saratoga County
Commission Expires 10/31/09

STATE OF NEW YORK)
COUNTY OF *Essex*) ss.:

On the *24* Day of *July*, 2009, before me, the undersigned, a notary public in and for said state, personally appeared *Lonnie R. Cross, a member of Crossroads Properties, LLC*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



MICHAEL D. McCORMICK
Notary Public, State of New York
Registration # 02MC4972749
Qualified in Clinton County
Commission Expires Oct. 1, 20 *10*

All that certain easement for access and utilities being located in the Town of Westport, County of Essex, State of New York, from Stevenson Road, to the Polo Club Parcel, said easement area being 100 feet in width and bounded as follows;

Beginning at a found 2' high 1 1/2" iron pipe located at the northwest corner of Kaye and Sem Dieterich as described in deed book 1584 at page 189 and shown on Essex County Field Map No. 6313 and the southwest corner of lands now or formerly of Arthur D. and Polly Pepin as described in Parcel I of deed book 1192 at page 1, said iron pipe being located on the assumed easterly bounds of Stevenson Road, said road bounds being located 24.75 feet from the centerline of said road, said iron pipe being also located S 22°-47'-25" W as referenced to New York State Grid North by GPS Observations a distance of 701.94 feet from a found 1/2" iron pipe at grade located at the northwest corner of said Pepin and a westerly corner of the Westport Golf Investors, LLC, as described in deed book 1283 at page 182 and running the following course along said road;

1. N 22°-47'-25" E 116.61 feet to a computed point located 100 feet north as measured perpendicular to the north line of said Dieterich;
2. N 81°-50'-14" E 1002.27 feet to a computed point;
3. N 80°-54'-34" E 100.00 feet to a computed point being the northeast corner of the herein described easement area;
4. S 09°-05'-26" E 100.00 feet to a computed point located on the north bounds of said Polo Club Parcel;
5. S 80°-54'-34" W 100.81 feet to found 0.5' high 1 1/2" iron pipe located at the northwest corner of said Polo Club Parcel and the northeast corner of said Dieterich and running the following course along said north line of Dieterich;
6. S 81°-50'-14" W 1063.05 feet to the iron pipe at the herein described point of beginning.

Essex County
Joseph Provoncha
County Clerk
Elizabethtown, NEW YORK 12932



60 2010 00003284

Volm-1645 Pg-23

Instrument Number: 2010- 00003284

As

Recorded On: August 19, 2010

Easement

Parties: WESTPORT GOLF INVESTORS L L C

To

CROSSHORES PROPERTIES L L C

Billable Pages: 5

Recorded By: RUSSELL & MCCORMICK

Num Of Pages: 6

Comment: PURP 66.4-1-12.100

**** Examined and Charged as Follows: ****

Easement	65.00	Coversheet	5.00	TP584 Affidavit	5.00
Recording Charge:	75.00				
	Amount	Consideration Amount	RS#/CS#		
Transfer Tax	8.00	2,000.00	86	Basic	0.00
WESTPORT				Local	0.00
				Additional	0.00
Transfer Tax Co Retention	4.00	2,000.00		Basic	0.00
				Local	0.00
				Additional	0.00
Tax Charge:	12.00			Special Additional	0.00
				Transfer	8.00
				Special Additional	0.00
				Transfer	0.00

Index _____
Verify _____
Copy/Dis _____
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BW

**** THIS PAGE IS PART OF THE INSTRUMENT ****

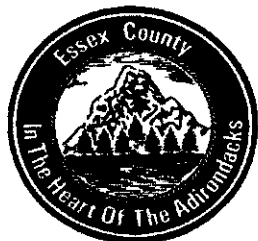
I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Essex County, NY

File Information:

Record and Return To:

Document Number: 2010- 00003284
Receipt Number: 80938
Recorded Date/Time: August 19, 2010 09:18:00A
Book-Vol/Pg: Bk-D VI-1645 Pg-23
Cashier / Station: B 12 / Scan Station 1

MICHAEL D MCCORMICK ESQ
RUSSELL & MCCORMICK
101 CLINTON ST PO BOX 549
KEESEVILLE NY 12944



Joseph A. Provoncha

Joseph A Provoncha
Essex County Clerk

THIS INDENTURE

Made the 3rd day of August Two Thousand and Ten

Between WESTPORT GOLF INVESTORS, LLC, a New York limited liability company, with offices at 49 Country Club Way, Westport, New York 12993

hereinafter referred to as the "Grantor", and

CROSSHORE'S PROPERTIES, LLC, a New York limited liability company, with offices at 9 Pinewood Drive, Peru, New York 12972

hereinafter referred to as the "Grantee",

(the words "Grantor" and "Grantee" shall be interpreted in the singular or plural, as the case may be)

Witnesseth that the Grantor, in consideration of -----ONE----- DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, Grantee's heirs and assigns forever, a **RIGHT OF WAY for the purpose of ingress and egress and for placement of all utilities over and through the following described parcel:**

ALL THAT CERTAIN EASEMENT for access and utilities being located in the Town of Westport, County of Essex, State of New York, commencing at the Easterly end of an easement previously given by the Grantor herein to the Grantee herein, by virtue of a deed from Westport Golf Investors, LLC to Crossshore's Properties, LLC dated July 28, 2009 and recorded in the Essex County Clerk's Office on July 29, 2009 in Book 1614 of Deeds at Page 50 and being bounded and described as follows:

BEGINNING at a computed point located the Northeast corner of the aforesaid easement previously conveyed by the Grantor herein to the Grantee herein; and

THENCE South 09°05'26" East a distance of 100.00 feet to a computed point located at the Southeast corner of the aforesaid easement previously conveyed by the Grantor to the Grantee herein which computed point is also located on the northerly bounds of property owned by the Grantee herein by virtue of a deed made and given by Westport Golf Investors, LLC to Crossshore's Properties, LLC dated July 28, 2009 and recorded in the Essex County Clerk's Office on July 29, 2009 in Book 1614 of Deeds at Page 46; and

THENCE turning and running along said northerly bounds of the Grantee herein North 80°54'34" East a distance of 1309.97 feet to the northeasterly corner of the aforesaid lands owned by the Grantee herein, which corner is marked by a Found 2 foot high one (1) inch iron pipe; and

THENCE turning and running in a westerly direction in a straight line to the point or place of beginning.

all land inside fence line MDH

DEED-Cross, Lonnie (ROW)

Michael D McCormick Esq.

Russell & McCormick, Attorneys at Law, PO Box 549, Keeseville, NY 12944 (518) 834-7700

101 Clinton St

Hereby intending to convey an easement in a triangular parcel of property being approximately 1 acre of land be the same more or less, which easement area is depicted with cross-hatching on the attached map.

IT IS the intent of this instrument to convey a right-of-way across the premises herein described for the use and enjoyment of the party of the second part, its guests, and its successors.

ALL MAINTENANCE for the herein-described right-of-way is the responsibility of the party of the second part.

SHOULD WESTPORT GOLF INVESTORS, LLC USE SAID RIGHT-OF-WAY FOR ANY PURPOSE OTHER THAN OCCASIONAL INGRESS AND EGRESS OF GOLF COURSE MAINTENANCE MACHINERY, WESTPORT GOLF INVESTORS, LLC WILL REIMBURSE TO CROSSHORE'S PROPERTIES, LLC ONE-HALF OF THE COSTS OF ALL CAPITAL IMPROVEMENTS MADE TO THE RIGHT-OF-WAY BY CROSSHORE'S PROPERTIES, LLC, OR ASSIGNEES, ASSOCIATED WITH THOSE ADDITIONAL USAGE PURPOSES.

SAID right-of-way shall run with the land.

SUBJECT TO ALL ENFORCEABLE EASEMENTS AND RESTRICTIONS OF RECORD IN THE ESSEX COUNTY CLERK'S OFFICE AFFECTING SAID PREMISES.

DEED-Cross, Lonnie (ROW)

Russell & McCormick, Attorneys at Law, PO Box 549, Keeseville, NY 12944 (518) 834-7700

Together with the appurtenances and all the estate and rights of the Grantor in and to said premises,

To have and to hold the premises herein granted unto the Grantee, Grantee's heirs and assigns forever.

And said Grantor covenants as follows:

First, That the Grantee shall quietly enjoy the premises;

Second, That said Grantor will forever *Warrant* the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the Grantor will receive the consideration of this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the Grantor has signed this Instrument on the day and year first above written.

WESTPORT GOLF INVESTORS, LLC

By:  L.S.
JOHN F. HALL, Member

CROSSHORE'S PROPERTIES, LLC

By:  L.S.
LONNIE R. CROSS, Member

STATE OF NEW YORK)
COUNTY OF ESSEX)ss.:

On the 4th day of Aug. in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN F. HALL, a member of Westport Golf Investors, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public of the State of New York


Lena J. Robetoy
Notary Public of New York
No. 5021092
Qualified in Essex County
My Commission Expires 12/08/13

DEED-Cross, Lonnie (ROW)

Russell & McCormick, Attorneys at Law, PO Box 549, Keeseville, NY 12944 (518) 834-7700

STATE OF NEW YORK)
COUNTY OF ESSEX)ss.:

On the 27th day of July in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared **LONNIE R. CROSS, a member of Crossshore's Properties, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public of the State of New York

Title searching and title opinion not requested or provided.

MICHAEL D. McCORMICK
Notary Public, State of New York
Registration # 02MC4972749
Qualified in Clinton County
Commission Expires Oct. 1, 20 12

DEED-Cross, Lonnie (ROW)

Russell & McCormick, Attorneys at Law, PO Box 549, Keeseville, NY 12944 (518) 834-7700

ARTHUR D. PEPIN
BK. 1087 PG. 230 ~ MAY 17, 1995
FROM
ERWIN E. & JOYCE M. BARBER

ERWIN E. & JOYCE M. BARBER
SEE NOTE #5

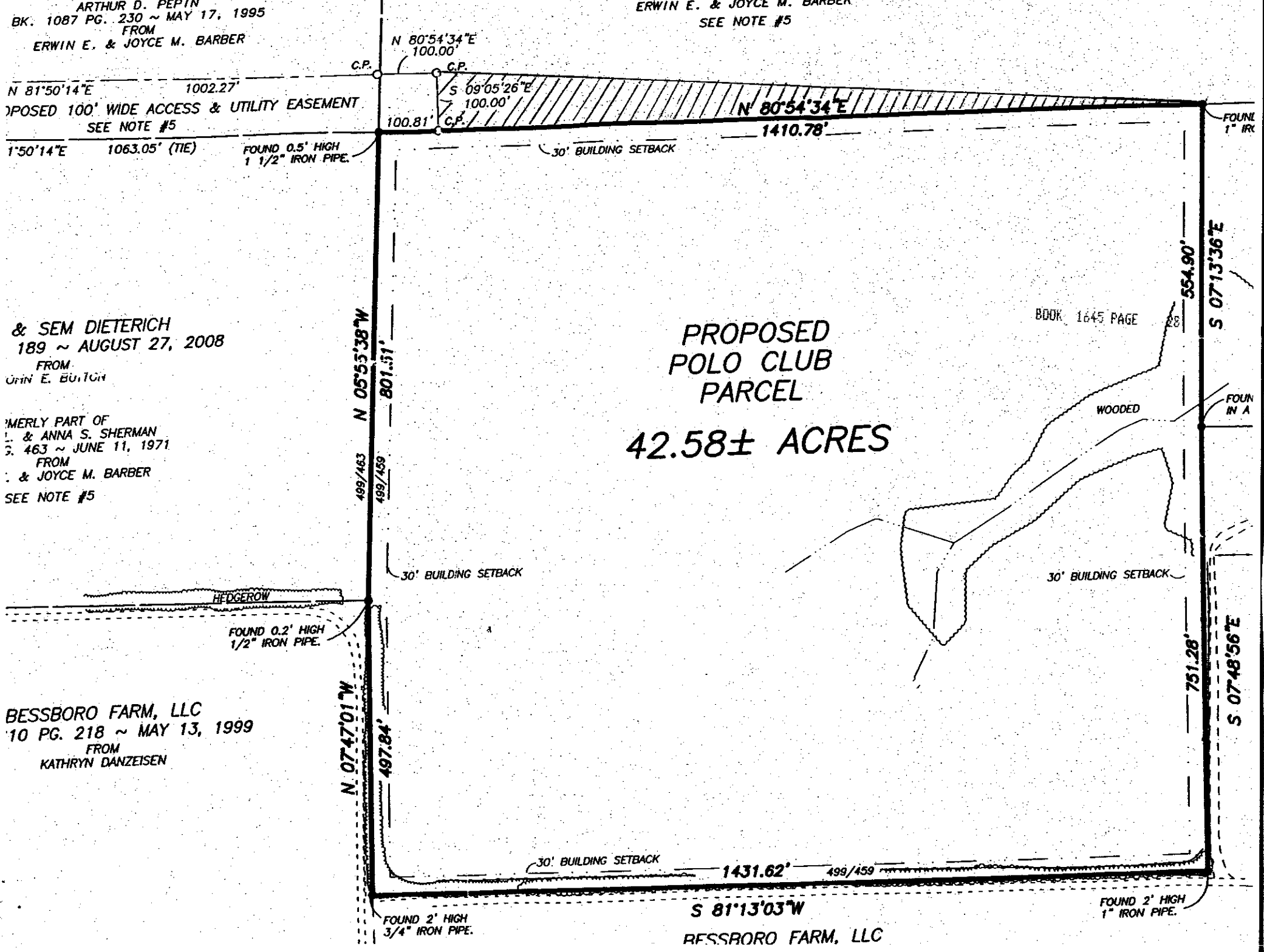
N 81°50'14"E 1002.27'
PROPOSED 100' WIDE ACCESS & UTILITY EASEMENT
SEE NOTE #5

1°50'14"E 1063.05' (TIE)
FOUND 0.5' HIGH
1 1/2" IRON PIPE.

& SEM DIETERICH
189 ~ AUGUST 27, 2008
FROM
ORIN E. BOUTON

FORMERLY PART OF
L. & ANNA S. SHERMAN
B. 463 ~ JUNE 11, 1971
FROM
ERWIN E. & JOYCE M. BARBER
SEE NOTE #5

BESSBORO FARM, LLC
10 PG. 218 ~ MAY 13, 1999
FROM
KATHRYN DANZEISEN



PROPOSED
POLO CLUB
PARCEL
42.58± ACRES

BOOK 1645 PAGE 28

WOODED

HEDGEROW

FOUND 0.2' HIGH
1/2" IRON PIPE.

30' BUILDING SETBACK

30' BUILDING SETBACK

30' BUILDING SETBACK

FOUND 2' HIGH
3/4" IRON PIPE.

BESSBORO FARM, LLC

FOUND 2' HIGH
1" IRON PIPE.

N 05°55'38"W
499/463
499/459
807.91'
N 07°47'01"W
497.84'

S 07°13'36"E
554.90'
FOUN
1" IR
FOUN
IN A
751.26'
S 07°48'56"E

N 80°54'34"E
100.00'

C.P.

S 09°05'26"E
100.00'

C.P.

N 80°54'34"E

1410.78'

FOUN
1" IR

554.90'

751.26'

1431.62'

499/459

S 81°13'03"W

NORTH ORIENTED TO N.Y.S. GRID NORTH
1983 DATUM ~ BY GPS OBSERVATIONS

"WESTPORT GOLF COURSE"

~ MAP REFERENCES ~

- #1. MAP OF SURVEY PREPARED FOR BESSBORO FARM LLC, SHEET 1 OF 2, BY KEVIN A. HALL L.S., FILED IN THE ESSEX CO. CLERK'S OFFICE AS MAP No. 5710.
- #2. MAP OF SURVEY OF THE SEVERANCE FARM SUBDIVISION III BY KEVIN A. HALL L.S., DATED AUGUST 7, 2008 AND FILED IN THE ESSEX COUNTY CLERK'S OFFICE AS MAP No. 6132.
- #3. MAP OF SURVEY OF THE PLEASANT VALLEY FARM BY KEVIN A. HALL L.S., DATED AUGUST 7, 2008 AND FILED IN THE ESSEX CO. CLERK'S OFFICE AS MAP No. 6313.

OTHER LANDS OF
WESTPORT GOLF INVESTORS, LLC
PARCEL 2-10
BK. 1283 PG. 182 ~ APRIL 26, 2001
FROM
WESTPORT GOLF PARTNERS, L.P.

WESTPORT GOLF INVESTORS, LLC
PARCEL 3-11
BK. 1283 PG. 182 ~ APRIL 26, 2001

FORMERLY
WESTPORT ASSOCIATES
BK. 490 PG. 535 ~ AUGUST 18, 1970
BK. 499 PG. 459 ~ MAY 12, 1971 (CORRECTION DEED)
FROM
ERWIN E. & JOYCE M. BARBER
SEE NOTE #5

REPUTEDLY TO BE DEEDED TO
WESTPORT GOLF INVESTORS, LLC
ARTHUR D. & POLLY PEPIN
PARCEL 1
BK. 1192 PG. 1 ~ OCTOBER 21, 1998
FROM
ARTHUR D. PEPIN AND OTHERS
FORMERLY
ARTHUR D. PEPIN
BK. 1087 PG. 230 ~ MAY 17, 1995
FROM
ERWIN E. & JOYCE M. BARBER

KAYTE & SEM DIETERICH
BK. 1584 PG. 189 ~ AUGUST 27, 2008
FROM
JOHN E. BUTTON

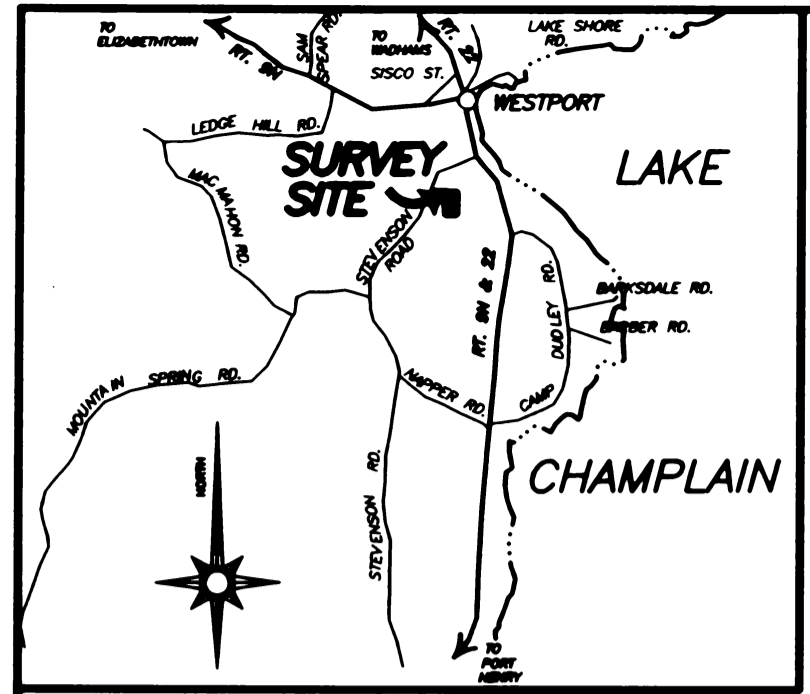
FORMERLY PART OF
GORDON L. & ANNA S. SHERMAN
BK. 499 PG. 463 ~ JUNE 11, 1971
FROM
ERWIN E. & JOYCE M. BARBER
SEE NOTE #5

BESSBORO FARM, LLC
BK. 1210 PG. 218 ~ MAY 13, 1999
FROM
KATHRYN DANZEISEN

KATHRYN C. DANZEISEN
BK. 837 PG. 281 ~ JULY 24, 1985
FROM
DAVID P. DANZEISEN

BESSBORO FARM, LLC
BK. 1211 PG. 328 ~ MAY 12, 1999
FROM
ALEXANDER F. TREADWELL
THOMAS O. TREADWELL

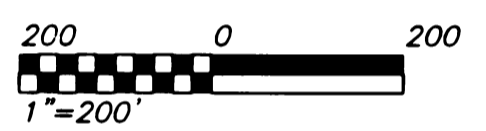
PROPOSED
POLO CLUB
PARCEL
42.58± ACRES



GENERAL LOCATION MAP ~ NOT TO SCALE

~ LEGEND ~

- C.P. PROPERTY LINE AND CORNER MARKER AS DESCRIBED OR C.P. = COMPUTED POINT
- CURRENT TITLE LINE
- 1087/230 DEED BOOK / PAGE
- - - EASEMENT SIDELINE
- BUILDING SETBACK
- UTILITY POLE & GUY ANCHOR ~ OVERHEAD WIRES
- WIRE FENCELINE OR FENCE REMAINS
- APPROX. EDGE OF HEDGE OR WOODED AREAS
- FARM ROAD
- PAVED ROAD



DRAWER NO. D39 MAP NO. 6392

FILED IN THE ESSEX CO. CLERK'S OFFICE AS MAP No. 6392.

MAP OF SURVEY

PREPARED FOR THE

WESTPORT GOLF INVESTORS, LLC

SHOWING BOUNDARY LINES AND CORNER MONUMENTS OF THE 42.58± ACRE SETOUT FROM THE PROPERTY DESCRIBED IN A DEED DATED APRIL 26, 2001 FROM WESTPORT GOLF PARTNERS, L.P. TO WESTPORT GOLF INVESTORS, LLC AND RECORDED IN ESSEX COUNTY IN BOOK 1283 OF DEEDS AT PAGE 182.

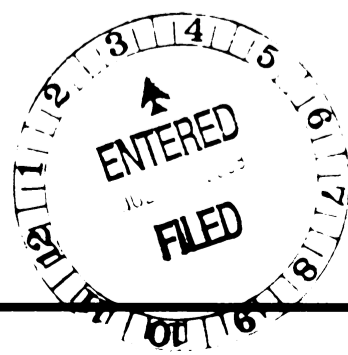
TOWN OF WESTPORT ~ COUNTY OF ESSEX ~ STATE OF NEW YORK

SCALE 1" = 200'

JULY 6, 2009

Kevin A. Hall
KEVIN A. HALL
LAND SURVEYOR
ELIZABETHTOWN, N.Y.
LS #49787

July 6, 2009



Approved: _____
Real Property Tax Service Agency

~ PLANNING BOARD ~

APPROVED AS A MINOR SUBDIVISION BY THE WESTPORT PLANNING BOARD AT A MEETING HELD MAY 27, 2009.

William B. Johnston
CHAIRMAN - WILLIAM B. JOHNSTON

~ MAP CERTIFICATION ~

THIS SURVEY IS CERTIFIED AS MEETING STANDARDS SET FOR LICENSED LAND SURVEYORS BY THE CODE OF PRACTICE WHICH WAS ADOPTED ON JULY 18, 1997 BY THE N.Y.S. ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. THIS SURVEY IS CERTIFIED TO THE FOLLOWING PARTIES:
- WESTPORT GOLF INVESTORS, LLC
- CROSSSHORE'S PROPERTIES, LLC
- FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK;
TITLE No. 09-7403-29353-ESSX

~ NOTES ~

- #1 UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7200, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.
- #2 ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, SIGNED AND DATED IN RED INK AND MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
- #3 WETLANDS, IF ANY, NOT SHOWN HEREON.
- #4 UNDERGROUND UTILITIES NOT SHOWN HEREON.
- #5 THE 50' RIGHT OF WAY CONVEYED BY BARBER IN BK. 490 PG. 535 AND BK. 499 PG. 463 APPARENTLY TERMINATED FROM NON-USE, DEED BK. 655 PG. 42 ALSO CONVEYS THIS RIGHT OF WAY.
- #6 PREMISES ARE SUBJECT TO COVENANTS & AGREEMENTS CITED IN BK. 1005 PG. 276, AND BK. 1005 PG. 285.
- #7 PREMISES DESCRIBED IN BK. 1087 PG. 230 AND IN BK. 1192 PG. 1 MAY BE SUBJECT TO A WATERLINE EASEMENT TO THE TOWN OF WESTPORT; AN EXACT LOCATION IS NOT GIVEN IN SAID DEEDS.
- #8 PROPERTY IS SUBJECT TO ADIRONDACK PARK AGENCY AGENCY PERMIT 2008-07 ISSUED JUNE 30, 2008.
- #9 NO USE SHALL BE ALLOWED, INCLUDING A SINGLE-FAMILY DWELLING, THAT REQUIRES AN ON-SITE SEWAGE DISPOSAL SYSTEM UNTIL SUCH TIME AS AN ENGINEERING REPORT IS PROVIDED DEMONSTRATING THAT AN ON-SITE SYSTEM IS FEASIBLE; THE REPORT IS ACCEPTED BY THE TOWN OF WESTPORT PLANNING BOARD; AND THE CONDITION REMOVED.
- #10 ANYTHING SHOWN ON THE SIGNED APPROVED PLAT MAP IS APPROVED IRRESPECTIVE OF USE OF CONDITIONAL WORDS SUCH AS, BUT NOT LIMITED TO, "PROPOSED".

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, SIGNED AND DATED IN RED INK AND MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.



ESSEX COUNTY – STATE OF NEW YORK
 JOSEPH A. PROVONCHA, COUNTY CLERK
 7559 COURT ST, PO BOX 247, ELIZABETHTOWN, NY 12932

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 1851 / 192
 INSTRUMENT #: 2016-4089

Receipt#: 2016159306
 Clerk: SN
 Rec Date: 10/13/2016 09:29:00 AM
 Doc Grp: D
 Descrip: CORRECTION DEED
 Num Pgs: 29
 Rec'd Frm: NOLAN & HELLER LLP

Party1: WOLINSKY DOUGLAS J TR
 Party2: CONSOLIDATED MORTGAGES L L C
 Town: WESTPORT

Recording:
 Cover Page 5.00
 Recording Fee 160.00
 Cultural Ed 14.25
 Records Management - Coun 1.00
 Records Management - Stat 4.75
 TP584 5.00
 RP5217 - County 9.00
 RP5217 All others - State 241.00

Sub Total: 440.00

Transfer Tax
 Transfer Tax - State 0.00
 Transfer Tax - County 0.00

Sub Total: 0.00

Total: 440.00

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

***** Transfer Tax *****
 Transfer Tax #: 463
 Transfer Tax
 Consideration: 0.00

Total: 0.00

I hereby certify that the within and foregoing
 was recorded in the Essex County Clerk's
 Office.

Joseph A. Provoncha
 Essex County Clerk

Record and Return To:

JUSTIN A HELLER ESQ
 NOLAN & HELLER LLP
 39 NORTH PEARL STREET 3RD FLOOR
 ALBANY NY 12207

Notice Information may change during the verification
 process and may not be reflected on this page

Record and Return To:

Justin A. Heller, Esq.
NOLAN & HELLER, LLP
39 North Pearl Street *3rd Floor*
Albany, New York 12207
(518) 449-3300

*★*49 Country Club Way
1052 Stevenson Road
Westport
66.4-1-12.100
66.4-1-7.00

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:)
WESTPORT GOLF INVESTORS, LLC.)
(TIN: xx-xxx2107))

Debtor

) **Case No. 14-10668 REL**
) **Chapter 7**

CORRECTIVE TRUSTEE'S QUITCLAIM DEED

THIS INDENTURE is made this *20th* day of September, 2016 by and between **Douglas J. Wolinsky, as Chapter 7 Bankruptcy Trustee for the Estate of Westport Golf Investors, LLC** ("Grantor"), and **Consolidated Mortgages, LLC** ("Grantee"): *4207 South West High Meadows Ave Palm City FL 34990*

WHEREAS, this case a was commenced when the debtor filed a voluntary petition under chapter 11 of the bankruptcy code on March 28, 2014; and

WHEREAS, on March 6, 2015, the court entered an Order converting this case to a proceeding under chapter 7 of the bankruptcy code, and the Trustee was thereafter appointed on that same date; and

WHEREAS, on August 24, 2016, the Trustee filed the **Trustee's Notice of Intent to Sell The Westport Golf Course Located in Westport, New York, Together with Certain Causes of Action, Subject to All Liens and Encumbrances, Pursuant to 11 U.S.C. § 363(b)**, giving notice to creditors of his intent to sell the bankruptcy estate's interest in certain property located at 49 Country Club Way and 1052 Stevenson Road identified as Tax Map Nos. 66.4-1-12.100 and 66.4-1-7.000 in the Town of Westport, County of Essex, State of New York, and more particularly described on the attached Schedules A-1 and A-2 (the "Property"); and

WHEREAS, at a hearing on September 9, 2016, the Court approved the proposed sale of the Sale Assets together with other assets of the bankruptcy estate, to Consolidated Mortgages, LLC, and an **Order Approving Trustee's Notice of Intent to Sell The Westport Golf Course**

Located in Westport, New York, Together with Certain Causes of Action, Subject to All Liens and Encumbrances, Pursuant to 11 U.S.C. § 363(b), a copy of which is attached as Schedule B, was entered on September 16, 2016;

WHEREAS, Grantor transferred certain real property to Grantee by Trustee's Quitclaim Deed dated September 15, 2016 and recorded in the Essex County Clerk's Office on September 16, 2016 in Book 1848 of Deeds at Page 257 (the "Original Deed"), and

WHEREAS, the Original Deed inadvertently omitted the legal description of the property intended to be conveyed; and

WHEREAS, at the request of Grantee, Grantor has executed this Corrective Trustee's Quitclaim Deed in order to correct the property description set forth in the Original Deed.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that I, Douglas J. Wolinsky, Grantor, by virtue of the power and authority vested in me as aforesaid, and in consideration of \$60,000.00 paid to me by the said Grantee, by these presents do hereby convey and confirm, by quit claim only, unto the said Grantee, **Consolidated Mortgages, LLC**, and its successors and assigns forever, all right, title and interest of the Bankruptcy Estate in the Property. Said Property is sold in "as is" condition, without representations or warranties of any kind, express or implied, including, without limitation, representations of merchantability and/or fitness for any particular purpose.

The parcel described in Schedule A-1 being the same premises conveyed to Grantor (a) by Jean W. Dickerson, Dean H. White and Gilbert H. White by Deed dated April 20, 2001 and recorded in the Essex County Clerk's Office on May 21, 2001 in Book 1283 of Deeds at Page 178; and (b) by Westport Golf Partners, L.P. by Deed dated April 26, 2001 and recorded in the Essex County Clerk's Office on May 21, 2001 in Book 1283 of Deeds at Page 182; and

The parcel described in Schedule A-2 being the same premises conveyed to Grantor by the Pepin Family Foundation, Inc. by Deed dated July 16, 2001 and recorded in the Essex County Clerk's Office on July 29, 2009 in Book 1614 of Deeds at Page 43.

TO HAVE AND TO HOLD said granted Property, with all privileges and appurtenances thereof, to the said Grantee, **Consolidated Mortgages, LLC**, and its successors and assigns, to their own use and behoof forever.

FURTHERMORE, the Grantor, and his successors and assigns, does covenant with the Grantee, and its successors and assigns, that from and after the ensembling of these presents, neither he, as Trustee, nor the Bankruptcy Estate of said Debtor, will have or claim any right in the Property.

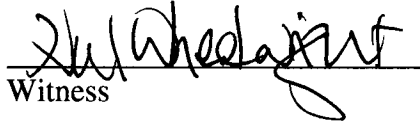
IN COMPLIANCE with Section 13 of the Lien law, the Grantor will receive consideration for this conveyance and will hold the right to receive such consideration as a trust

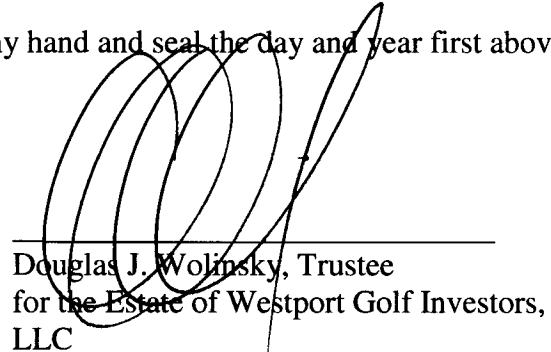
fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

IT BEING the intention of the parties that any mortgages running in favor of Grantee as mortgagee shall not merge into the fee interest conveyed hereby, but that such mortgages shall remain as a good and valid mortgages, separate and apart from any other interest of the party of the second part in the fee.

IN WITNESS WHEREOF, I hereunto set my hand and seal the day and year first above written.

IN THE PRESENCE OF:

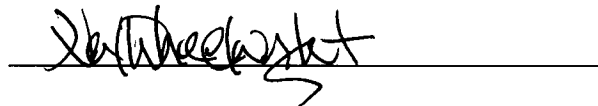

Witness



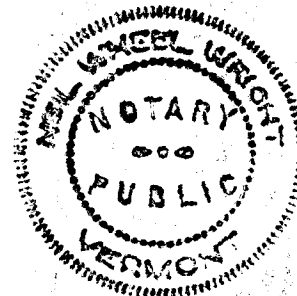
Douglas J. Wolinsky, Trustee
for the Estate of Westport Golf Investors,
LLC

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

On this 20th day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas J. Wolinsky, the Chapter 7 Trustee for the Estate of Westport Golf Investors, LLC, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



My Commission expires: February 10, 1019



SCHEDULE A-1

WESTPORT GOLF INVESTORS, LLC

49 Country Club Way
Westport, NY

SCHEDULE A-1

WESTPORT GOLF INVESTORS, LLC

Beginning at a point in the center of Hoisington Brook, said point marking the southeast corner of the lands of Gilbert H. White et al and the southwest corner of the lands of St. Philip's Church. Thence from said point of beginning running N 33-03 E 198.00 feet more or less along the lands of said church to a point in the north bank of Hoisington Brook. Thence running westerly along the center of Hoisington Brook to the northwest corner of the lands of White. Thence southerly and easterly along the westerly and southerly bounds of White to the place of beginning be the same more or less. Intending to convey that parcel of land bounded northerly by Hoisington Brook, westerly and southerly by the golf course and easterly by the lands of St. Philip's Church.

BEING part of the same premises described as Parcel One in a certain deed from George H. Eastman to Gilbert H. White and Lena H. White, his wife, by deed dated the 17th day of October, 1939 and recorded in the Essex County Clerk's Office on the 17th day of October, 1939 in Book 223 of Deeds at page 467 and EXCEPTING THEREFROM those premises conveyed by Case L. Patten and Marie A. Patten, his wife, to The Westport Golf Club, Inc., by Deed dated October 26th, 1928, and recorded in the Essex County Clerk's Office December 7th, 1928, in Book 191 of Deeds at page 554.

BEING PART OF THE SAME PREMISES conveyed to the parties of the first part by Gilbert H. White by a deed dated July 1, 1997 and recorded on July 1, 1997 in the Essex County Clerk's Office at Book 1146 of Deeds,

Page 157 thereof.

Together with all right, title and interest, if any, of the parties of the first part in and to any streets and roads abutting the above described premises to the centerlines thereof.

This conveyance is made subject to all covenants, restrictions, conditions and easements of record.

This conveyance is made subject to all existing leases and tenancies, whether oral or written.

PARCEL 1-7

All that tract or parcel of land situate, lying and being in the Town of Westport, Essex County, State of New York, being the westerly end of the Golf Club property, and which lies westerly of the unimproved highway, leading from Westport to Port Henry, referred to as "The Back Road" and bounded and described as follows:

BEGINNING in the center of said unimproved highway from Westport to Port Henry at the northeasterly corner of the triangular parcel of land conveyed by the deed from the Westport Inn Company, Inc., to Albert Otis, recorded in Book 172 of deeds at page 470, and running thence westerly and in the northerly line of said three cornered piece, about one hundred and six and nine tenths (106.9) feet, to its northwesterly corner, which point stands in the east line of the lands conveyed to Albert R. Otis by Mable H. Bacon and husband by warranty deed dated August 26, 1914 and recorded in Book 151 of deeds at page 107; thence westerly and in the northerly line of lands now owned or occupied by Walter E. Hill about forty four hundred and forty one (4441) feet, to an iron pin set in the easterly line of the right of way of the Delaware and Hudson Railroad Company; thence northerly and in the easterly line of said right of way, seventy six (76) feet; thence easterly and in the boundary line of said right of way, thirty two and three tenths (32.2) feet; thence northerly and in the easterly bounds of said railroad right of way, one hundred ninety one and four tenths (191.4) feet, to an angle; thence continuing northerly and in the easterly bounds of said right of way one hundred and eighty two and one tenth (182.1) feet, to an angle; thence continuing northerly in said easterly line, two hundred nineteen and one tenth (219.1) feet to an angle; thence continuing northerly in said easterly bounds, five hundred twenty two (522) feet, to a corner; thence south-easterly and in the southerly line of the lands of J. Vaughn (1922) two hundred (200) feet, to an angle; thence easterly and in the southerly line of said Vaughn lands, about twelve hundred and fourteen and four tenths (1214.4) feet to the center line of the brook which runs with a general easterly and westerly course; thence southerly and in the center of said brook, fifty and eight tenths

(50.8) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred and sixty five (165) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred sixty five (165) feet to an angle, thence easterly and in the southerly line of said Vaughn land, four hundred and eighty five and one tenth (485.1) feet to a corner in the center of said brook; thence southerly, two hundred and forty one and five tenths (241.5) feet, to the north-westerly corner of a three cornered piece of land conveyed to the Westport Golf Club Inc. by Case L. Patten and wife by warranty deed dated October 26, 1929, and recorded in Book 191 of deeds at page 554, thence south-easterly and in the northerly line of said three cornered parcel one hundred and seventy two (172) feet to the easterly point of said three cornered parcel and hence easterly and in the southerly line of said Patten's land which lies at the point northerly of the property hereby conveyed and between it and the brook three hundred thirty six and three tenths (336.3) feet, to the center of said brook; thence south-easterly and in the center of said brook, as it winds and turns, eleven hundred seventy four (1174) feet, to the north-easterly corner of a rectangular piece of land containing about .46 of an acre, which was conveyed by Albert R. Otis and wife, to Amandy Montville Sr., by warranty deed dated December 24, 1918 and recorded in book 161 of Deeds at page 244 and which was subsequently conveyed to The Westport Inn Company, Inc. by deed recorded in book 172 at page 451; thence southerly and in the westerly line of the lands of Case Howard, about seven hundred and ninety (790) feet, to its south-westerly corner; thence easterly and in the southerly line of said Howard land, about two hundred and fifty (250) feet, to the center of the unimproved Westport-Port Henry Highway, and thence southerly and in the center of said Westport-Port Henry Highway, about four hundred (400) feet, to the point and place of beginning.

PARCEL 2-10

ALL those certain pieces or parcels of land, situate in the Town of Westport, Essex County, New York, and located on the westerly side of the State cement highway, running northerly through the village of Westport, more particularly bounded and described as follows:

COMMENCING at the intersection of the center line of the unimproved highway, running from Westport to Port Henry and commonly known as the "Back Road" with the northerly line of the premises conveyed by Doretha W. Knowles and others; to John T. DeBlois Wack and wife by deed dated May 29, 1931 and recorded in Book 205 of deeds at page 520, running thence easterly on the northerly line of said Wack lands and on a course of south 84 degrees east, three thousand sixty (3,060) feet, to the westerly line of lands conveyed by Charles A. Pattison and other to Emil A. Roos by Warranty Deed dated September 28, 1917 and recorded in book 157 of deeds at page 553; thence northerly and in the westerly line of said Roos land and on a course of north 17 degrees 25' west one hundred and thirty seven (137) feet to the south westerly corner of Lot 6 of a series of lots plotted and lying on the easterly end of the Golf Club Property and shown on a map made by Hallam M. Movius from a survey made by George H. James, Civil Engineer in July 1930 a copy of which is filed in the Essex County Clerk's Office; running thence Easterly and in the Southerly line of lot 6 and 5, of said Series of lots, approximately 442' to the south-east corner of lot 6; thence northerly and in the Easterly line of lot 5 of said sub-division approximately 250' to the Northeast corner of lot 5, thence Easterly and in the southerly line of lot 4, 36' to the southeast corner of said lot 4; thence northerly and in the Easterly line of lots 4, 3 and 2 728' to a point, which point is the Northeast corner of Lot 2, thence westerly in the northerly line of lot 2 to a point forty three (43) feet westerly from the north-easterly corner of said Lot 2; thence northerly and at right angles or approximately so to the northerly line of Lot 2, three hundred and twenty three (323) feet, to the center line of Liberty Street; thence westerly and in the center line of Liberty Street, about six hundred (600) feet, to the easterly line of lands conveyed to The Westport Golf Club, Inc., by Thomas Lee, and others by deed dated September 20, 1929 and recorded in Book 195 of

deeds at page 518; thence northerly and in the easterly line of said Golf Club lot to the northerly line of Liberty Street, which is the southerly line of lands conveyed to Henry R. Labouisse by Giletta Low by Warranty Deed dated August 10, 1905 and recorded in Book 131 of deeds at page 209; thence westerly and in the southerly line of said Labouisse lands and on a course south 81 degrees west about two hundred and ninety two (292) feet to the north westerly corner of the lot conveyed to the Golf Club by the deed of Thomas Lee above described; thence southerly and in the westerly line of said Lee Golf Club, lot, seventy (70) feet; thence westerly and in the southerly line of the Labouisse lands and on a course of North 83 degrees and 30' west, three hundred and forty eight (348) feet, thence northerly and in the westerly line of said Labouisse lands and on a course of north 6 degrees west seven hundred and seventy two (772) feet, to the center line of the unimproved highway from Westport to Port Henry, first mentioned; thence westerly and southerly in the center of said highway, about nine hundred (900) feet to the northeast corner of a triangular piece of land conveyed to Albert Otis by The Westport Inn Co., Inc., by Warranty Deed dated November 13, 1922 and recorded in Book 172 of Deeds at page 470; and thence continuing south-westerly and in the center of said Westport-Port Henry unimproved highway, which is on a course of South 37 degrees and 30' west, about nineteen hundred and eighty five (1985) feet, to the northerly line of the lands conveyed to John T. de Blois Wack and wife by deed from Doretha W. Knowles and others recorded in Book 206 at page 520 being the point and place of beginning.

PARCEL 3-11

ALL that certain piece or parcel of land situate, lying and being in the Town of Westport, County of Essex and State of New York, adjoining the Westport Golf Course and being more particularly bounded and described as follows:

Beginning at an iron pipe set in the ground marking the most northeasterly corner of the property herein conveyed, said point being located 2799.5 feet south 83 degrees 11' east from an iron pipe set in the ground at the easterly edge of the back road running from Westport to Port Henry; thence south 0 degrees 40' west, 576.4 feet to an iron pipe set in the ground at the boundary of property now or formerly owned by Johnson; running thence north 83 degrees 38' west, a distance of 748.3 feet to a corner; running thence south 7 degrees 41' west, 554.6 feet to an old fence corner post set in concrete; running thence south 7 degrees 13' west, 751.9 feet to an iron pipe set in the ground; running thence north 83 degrees 48' west, 1431.5 feet to an iron pipe set in the ground; running thence north 7 degrees 13' east, a distance of 497.7 feet to an iron pipe set in the ground; running thence north 9 degrees 1404.09 feet to an iron pipe set in the ground on the southerly boundary of the Golf Course property; so-called; running thence south 83 degrees 11' east a distance of 2074 feet, more or less, to the point or place of beginning.

PARCEL 4-13

ALL that tract or parcel of land situate in the Town of Westport, County of Essex and State of New York, being a part of the Albert R. Otis Farm, in the Town of Westport, and formerly known as the "Marks Farm", bounded and described as follows:

BEGINNING at a point in the center of the highway leading from Westport Village to Port Henry and known as the "Back Road", said point being the northeast corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to Otis Decker and Hannah Decker (Deed Ref. Liber 171 cp 491); thence along the north line of lands conveyed to the said Otis Decker, north 84 degrees west Sixty chains and seventy-five links to an iron driven in the ground standing in the east line of the right of way owned by the Delaware and Hudson Railroad Company; thence northerly along the east line of lands now or formerly owned by the Delaware and Hudson Railroad

Company, a distance of twenty-two chains and fifty links, more or less, to an iron standing in the easterly line of lands of the said Delaware and Hudson Railroad Company and being the southwest corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to the Westport Inn Company, Inc. (Deed Ref. Liber 172 cp 468); thence along the south line of lands conveyed to the said Westport Inn Company, Inc., south 71 degrees east sixty-seven chains and Twenty-eight links more or less to the center of the highway above mentioned as leading from Westport to Port Henry, thence southerly along the center of the said highway as it winds and turns, seven chains and fifty links, more or less to the place of beginning.

BEING a part of the property conveyed in a deed from Anna B. Cerf, a/k/a Anna B. Cerf and Anna Ballard Cerf to Bradamant Corporation by deed dated August 19, 1983 and recorded in the Essex County Clerk's Office in Book 786 of Deeds at page 135.

Together with all easements which relate to and benefit the property.

Subject to all easements, covenants and restrictions of record.

Subject to a right of way excepted and reserved by The Bradamant Corporation at Deed Book 1005, Page 76 a right of way for ingress and egress from the Golf Course access road to the property known as the "Frank Walker House".

BEING THE SAME PREMISES conveyed to Frank P. Gerardi and Arthur D. Pepin by The Bradamant Corporation by a deed dated October 31, 1991 and recorded in the Essex County Clerk's Office on December 31, 1991.

BEING THE SAME PREMISES conveyed to the party of the first part by Frank P. Gerardi and Arthur D. Pepin by a deed dated December 12, 1991 and recorded on December 31, 1991 in the Essex County Clerk's Office at Book 1005 of Deeds, Page 285 thereof.

PARCEL II

All that piece or parcel of land situate in the Village of Westport, Town of Westport, County of Essex, and State of New York, and more particularly described as follows:

"BEGINNING at a point, said point being an iron rod a distance of five hundred twenty and ninety hundredths feet (520.90) south eighty-one degrees nine minutes west (S.81'-09'W.) from the corner of Congress and Liberty Streets as shown on map titled "PRELIMINARY LAYOUT FOR SUBDIVISION CLASSIFICATION, PROPERTY OF WILLIAM R. JR., & RUTH G. BUCHANAN LOCATED IN THE VILLAGE & TOWN OF WESTPORT, COUNTY OF ESSEX, STATE OF NEW YORK, PREPARED ON JUNE 10, 1974, by JOHNSTON & KRATZ, LICENSED LAND SURVEYORS, ELIZABETHTOWN, NEW YORK," said point of beginning also being the southwest corner of the property of C. Charles and Emily LaTour, thence south eighty-one degrees nine minutes west (S.81'-09'W.) one hundred twenty nine and seventy hundredths feet (129.70') to an iron pipe thence south two degrees twenty-one minutes west (S.2°-21'W.) sixty-four feet (64.00') to a post thence north eighty-three degrees and twenty-five minutes west (N.83°-25'W.) ninety-five feet (95.00') to an iron pipe thence north six degrees and thirty-five minutes east (N.6°-35'E.) two hundred feet (200.00') to an iron pipe thence north fifty-six degrees and forty-three minutes east (N.56°-43'E.) one hundred ninety-seven and nine hundredths feet (197.09') to an iron rod thence south nine degrees and six minutes east (S.9°-06'E.) two hundred thirty six and eighty hundredths feet (236.80') to the point of beginning containing 0.9967 acres more or less being a portion of the property conveyed to Ruth G. Buchanan by deed dated May 5, 1973, recorded in the Essex County Clerk's Office in Book 542 of Deeds at Page 23."

PARCEL II BEING the same premises conveyed by deed dated July 2, 1974 from Ruth G. Buchanan to Howard F. Miller and recorded in the Essex County Clerk's Office on July 8, 1974 in book 570 of Deeds at Page 53.

PARCEL II BEING the same premises described as "PARCEL II" in a certain deed from Arthur D. Pepin and Westport Golf Partners, L.P. to Arthur D. Pepin and Polly Pepin dated October 21, 1998 and recorded in the Essex County Clerk's Office on October 21, 1998 at Book 1198 of Deeds, Page 238.

PARCEL II BEING the same premises described as "PARCEL II" in a certain deed from Arthur D. Pepin to Westport Golf Partners, L.P. dated December 21, 1998 and recorded in the Essex County Clerk's Office on December 30, 1998 at Book 1198 of Deeds, Page 238.

PARCEL III

All that tract or parcel of land, situate in the Town of Westport, County of Essex, State of New York, bounded and described as follows:

"BEGINNING at an iron pin marking the northeast corner of lands owned or said to be owned by Mrs. Donald Floyd; thence along the remains of a wire fence marking the east bounds of said lands of Floyd south 00 degrees 57' West, one hundred thirty five point zero feet (135.0') to a point marking the southwest corner of lands to be conveyed; thence south 83 degrees 23' East a distance one hundred forty point zero feet (140.0') to a point marking the southeast corner of lands to be conveyed; thence north 00 degrees 57' East a distance of one hundred thirty five point zero (135.0') to a point; thence north 83 degrees 23' West a distance of one hundred forty point zero feet (140.0) to a point of beginning."

"TOGETHER with a twelve foot (12) right of way over lands of FREDERICK and IRENE KING said right of way commencing at Rt 9N and running westerly end northerly over lands of King located approximately one-hundred fifty feet (150') north of Floyd's east line two-hundred ten feet (210') from Berkley and Johnson's north line end three-hundred fifty feet (350') from the line of Florence Alstynne."

BEING A PORTION OF THE SAME PREMISES conveyed by deed dated October 21, 1987 from Leo Applegate and Eleanor Applegate to John W. Fletcher and Patricia A. Fletcher and recorded in the Essex County Clerk's Office on December 14, 1987 in Book 900 of Deeds at Page 300.

PARCEL III BEING THE SAME PREMISES conveyed to Westport Golf Partners, L.P. by John W. Fletcher and Patricia A. Fletcher by a deed dated September 27, 1996 and recorded on March 13, 1998 in the Essex County Clerk's Office at Book 1170 of Deeds, Page 199.

PARCEL III BEING the same premises described as "PARCEL III" in a certain deed from Arthur D. Pepin and Westport Golf Partners, L.P. to Arthur D. Pepin and Polly Pepin dated October 21, 1998 and recorded in the Essex County Clerk's Office on October 21, 1998 at Book 1196 of Deeds, Page 238.

PARCEL III BEING the same premises described as "PARCEL III" in a certain deed from Arthur D. Pepin to Westport Golf Partners, L.P. dated December 21, 1998 and recorded in the Essex County Clerk's Office on December 30, 1998 at Book 1198 of Deeds, Page 238.

Together with all easements which relate to and benefit the property.

This conveyance is made subject to all covenants, restrictions, conditions and easements of record.

SCHEDULE A-2

WESTPORT GOLF INVESTORS, LLC

1052 Stevenson Road
Westport, NY

SCHEDULE A-2

WESTPORT GOLF INVESTORS, LLC

ALL that piece or parcel of land, together with improvements thereon, located in the Town of Westport, County of Essex and State of New York, and more particularly described as follows:

Being a parcel of land containing 12 acres, more or less, with buildings thereon, which are all and the same as were conveyed by Erwin E. Barber and Joyce M. Barber to Arthur D. Pepin by Warranty Deed dated May 17, 1995, and recorded in Book 1087 at Page 250 of the Land Records of Essex County, New York, said land and premises being conveyed subject to any conditions or easements set forth therein. Said parcel being known as Tax Map #66.4-1-7.00

BEING the same premises conveyed to Pepin Family Foundation, Inc. By Polly Pepin by deed dated May 20, 2009 and recorded in the Essex County Clerk's Office on May 27, 2009 in 1608 at Page 206

THE LANDS CONVEYED HEREIN are subject to Adirondack Park Agency Permit 2009-67 issued June 23, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees.

SCHEDULE B

So Ordered.

Signed this 16 day of September, 2016.



Robert E. Littlefield, Jr.
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

In re:)	
WESTPORT GOLF INVESTORS, LLC.)	
(TIN: xx-xxx2107))	
)	Case No. 14-10668 REL
Debtor)	Chapter 7

**ORDER APPROVING TRUSTEE'S SALE OF THE WESTPORT GOLF COURSE
LOCATED IN WESTPORT, NEW YORK, TOGETHER WITH CERTAIN
CAUSES OF ACTION, SUBJECT TO ALL
LIENS AND ENCUMBRANCES, PURSUANT TO 11 U.S.C. § 363(b)**

This matter was before the Court on September 9, 2016, for a hearing on the *Trustee's Notice of Intent to Sell the Westport Golf Course Located in Westport, New York, Together With Certain Causes of Action, Subject to all Liens and Encumbrances, Pursuant to 11 U.S.C. § 363(b)* (the "**Sale Notice**") (Docket #150) and the *Opposition to Trustee's Motion to Sell Pursuant to 11 U.S.C. § 363(b)* (the "Opposition") (Docket # 159) filed by John Hall. After

hearing the arguments of counsel, and for the reasons stated on the record, it is hereby

ORDERED as follows:

1. This Court has jurisdiction over the Sale Notice and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A),(M), and (O). Venue in this district is proper under 28 U.S.C. §§1408 and 1409.
2. Notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d), this Order is effective and enforceable immediately upon entry, no stay applies, and the Trustee may complete the transactions authorized in this Order immediately.
3. The Sale Notice is approved in its entirety, over the objections raised in the Opposition.
4. The Trustee is authorized to sell the bankruptcy estate's interest in the following assets to Consolidated Mortgages, LLC ("Consolidated") :
 - a. Certain real and personal property assets of the bankruptcy estate, which together comprise the Westport Country Club located at 49 Country Club Way and 1052 Stevenson Road, Westport, New York (the "Golf Course"); and
 - b. Any and all causes of action (the "Causes of Action") that the bankruptcy estate has or could assert against Consolidated, or any of its members.
5. The Golf Course consists of real property (the "Real Estate") located at 49 Country Club Way, Tax Map No. 66.4-1-12.100; and 1052 Stevenson Road, Tax Map No. 66.4-1-7.00, in the Town of Westport, New York, and more particularly described on the attached Schedule A-1 and A-2 respectively. The personal property assets consist of all inventory, supplies, furniture, fixtures, equipment and machinery used in conjunction with the golf course, (the "Business Assets"), including those items more particularly described on the attached Schedule B.
6. The bankruptcy estate's interest in the Golf Course, together with the Causes of Action, will be sold to Consolidated for the sum of \$60,000.00 in cash, payable in full at closing.
7. The Golf Course will be sold to Consolidated **subject to** all existing liens and encumbrances, including but not limited to liens for current and delinquent real estate or personal property taxes, and those liens referenced in the Sale Notice.

8. The Golf Course will be sold "as is-where is" with no warranties or representations of any kind whatsoever, whether expressed, implied or imposed by law. Furthermore, there will be no warranties relating to title, possession or quiet enjoyment.
9. The Real Estate will be conveyed by a Trustee's Deed, by quitclaim only.
10. The Business Assets will be conveyed by a Trustee's Bill of Sale, by quitclaim only.
11. The Causes of Action will be conveyed by a non-recourse assignment, with no warranties or representations of any kind whatsoever, whether expressed, implied or imposed by law; provided that such Causes of Action shall not include any causes of action that John Hall may have individually against Consolidated or its members..
12. This Court will retain jurisdiction to hear and determine all matters arising from or relating to the implementation of this Order and the sale of the Golf Course and the Causes of Action.

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SCHEDULE A-1

WESTPORT GOLF INVESTORS, LLC

49 Country Club Way
Westport, NY

SCHEDULE A-1

WESTPORT GOLF INVESTORS, LLC

Beginning at a point in the center of Hoisington Brook, said point marking the southeast corner of the lands of Gilbert H. White et al and the southwest corner of the lands of St. Philip's Church. Thence from said point of beginning running N 33-03 E 198.00 feet more or less along the lands of said church to a point in the north bank of Hoisington Brook. Thence running westerly along the center of Hoisington Brook to the northwest corner of the lands of White. Thence southerly and easterly along the westerly and southerly bounds of White to the place of beginning be the same more or less. Intending to convey that parcel of land bounded northerly by Hoisington Brook, westerly and southerly by the golf course and easterly by the lands of St. Philip's Church.

BEING part of the same premises described as Parcel One in a certain deed from George H. Eastman to Gilbert H. White and Lena H. White, his wife, by deed dated the 17th day of October, 1939 and recorded in the Essex County Clerk's Office on the 17th day of October, 1939 in Book 223 of Deeds at page 467 and EXCEPTING THEREFROM those premises conveyed by Case L. Patten and Marie A. Patten, his wife, to The Westport Golf Club, Inc., by Deed dated October 26th, 1928, and recorded in the Essex County Clerk's Office December 7th, 1928, in Book 191 of Deeds at page 554.

BEING PART OF THE SAME PREMISES conveyed to the parties of the first part by Gilbert H. White by a deed dated July 1, 1997 and recorded on July 1, 1997 in the Essex County Clerk's Office at Book 1146 of Deeds,

Page 157 thereof.

Together with all right, title and interest, if any, of the parties of the first part in and to any streets and roads abutting the above described premises to the centerlines thereof.

This conveyance is made subject to all covenants, restrictions, conditions and easements of record.

This conveyance is made subject to all existing leases and tenancies, whether oral or written.

PARCEL 1-7

ALL that tract or parcel of land situate, lying and being in the Town of Westport, Essex County, State of New York, being the westerly end of the Golf Club property, and which lies westerly of the unimproved highway, leading from Westport to Port Henry, referred to as "The Back Road" and bounded and described as follows:

BEGINNING in the center of said unimproved highway from Westport to Port Henry at the northeasterly corner of the triangular parcel of land conveyed by the deed from the Westport Inn Company, Inc., to Albert Otis, recorded in Book 172 of deeds at page 470, and running thence westerly and in the northerly line of said three cornered piece, about one hundred and six and nine tenths (106.9) feet, to its northwesterly corner, which point stands in the east line of the lands conveyed to Albert R. Otis by Mable H. Bacon and husband by warranty deed dated August 26, 1914 and recorded in Book 151 of Deeds at page 107; thence westerly and in the northerly line of lands now owned or occupied by Walter E. Hill about forty four hundred and forty one (4441) feet, to an iron pin set in the easterly line of the right of way of the Delaware and Hudson Railroad Company; thence northerly and in the easterly line of said right of way, seventy six (76) feet; thence easterly and in the boundary line of said right of way, thirty two and three tenths (32.2) feet; thence northerly and in the easterly bounds of said railroad right of way, one hundred ninety one and four tenths (191.4) feet, to an angle; thence continuing northerly and in the easterly bounds of said right of way one hundred and eighty two and one tenth (182.1) feet, to an angle; thence continuing northerly in said easterly line, two hundred nineteen and one tenth (219.1) feet to an angle; thence continuing northerly in said easterly bounds, five hundred twenty two (522) feet, to a corner; thence south-easterly and in the southerly line of the lands of J. Vaughn (1922) two hundred (200) feet, to an angle; thence easterly and in the southerly line of said Vaughn lands, about twelve hundred and fourteen and four tenths (1214.4) feet to the center line of the brook which runs with a general easterly and westerly course; thence southerly and in the center of said brook, fifty and eight tenths

(50.8) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred and sixty five (165) feet to an angle; thence easterly and in the southerly line of said Vaughn land one hundred sixty five (165) feet to an angle, thence easterly and in the southerly line of said Vaughn land, four hundred and eighty five and one tenth (485.1) feet to a corner in the center of said brook; thence southerly, two hundred and forty one and five tenths (241.5) feet, to the north-westerly corner of a three cornered piece of land conveyed to the Westport Golf Club Inc. by Case L. Patten and wife by warranty deed dated October 26, 1929, and recorded in Book 191 of deeds at page 554, thence south-easterly and in the northerly line of said three cornered parcel one hundred and seventy two (172) feet to the easterly point of said three cornered parcel and hence easterly and in the southerly line of said Patten's land which lies at the point northerly of the property hereby conveyed and between it and the brook three hundred thirty six and three tenths (336.3) feet, to the center of said brook; thence south-easterly and in the center of said brook, as it winds and turns, eleven hundred seventy four (1174) feet, to the north-easterly corner of a rectangular piece of land containing about .46 of an acre, which was conveyed by Albert R. Otis and wife, to Amandy Montville Sr., by warranty deed dated December 24, 1918 and recorded in book 161 of Deeds at page 244 and which was subsequently conveyed to The Westport Inn Company, Inc. by deed recorded in book 172 at page 451; thence southerly and in the westerly line of the lands of Case Howard, about seven hundred and ninety (790) feet, to its south-westerly corner; thence easterly and in the southerly line of said Howard land, about two hundred and fifty (250) feet, to the center of the unimproved Westport-Port Henry Highway, and thence southerly and in the center of said Westport-Port Henry Highway, about four hundred (400) feet, to the point and place of beginning.

PARCEL 2-10

ALL those certain pieces or parcels of land, situate in the Town of Westport, Essex County, New York, and located on the westerly side of the State cement highway, running northerly through the village of Westport, more particularly bounded and described as follows:

COMMENCING at the intersection of the center line of the unimproved highway, running from Westport to Port Henry and commonly known as the "Back Road" with the northerly line of the premises conveyed by Doretha W. Knowles and others; to John T. DeBlois Wack and wife by deed dated May 29, 1931 and recorded in Book 205 of deeds at page 520, running thence easterly on the northerly line of said Wack lands and on a course of south 84 degrees east, three thousand sixty (3,060) feet, to the westerly line of lands conveyed by Charles A. Pattison and other to Emil A. Roos by Warranty Deed dated September 28, 1917 and recorded in book 157 of deeds at page 553; thence northerly and in the westerly line of said Roos land and on a course of north 17 degrees 25' west one hundred and thirty seven (137) feet to the south westerly corner of Lot 6 of a series of lots plotted and lying on the easterly end of the Golf Club Property and shown on a map made by Hallam M. Movius from a survey made by George K. James, Civil Engineer in July 1930 a copy of which is filed in the Essex County Clerk's Office; running thence Easterly and in the Southerly line of lot 6 and 5, of said Series of lots, approximately 442' to the south-east corner of lot 6; thence northerly and in the Easterly line of lot 5 of said sub-division approximately 250' to the Northeast corner of lot 5, thence Easterly and in the southerly line of lot 4, 36' to the southeast corner of said lot 4; thence northerly and in the Easterly line of lots 4, 3 and 2 728' to a point, which point is the Northeast corner of Lot 2, thence westerly in the northerly line of lot 2 to a point forty three (43) feet westerly from the north-easterly corner of said Lot 2; thence northerly and at right angles or approximately so to the northerly line of Lot 2, three hundred and twenty three (323) feet, to the center line of Liberty Street; thence westerly and in the center line of Liberty Street, about six hundred (600) feet, to the easterly line of lands conveyed to The Westport Golf Club, Inc., by Thomas Lee, and others by deed dated September 20, 1929 and recorded in Book 195 of

deeds at page 518; thence northerly and in the easterly line of said Golf Club lot to the northerly line of Liberty Street, which is the southerly line of lands conveyed to Henry R. Labouisse by Giletta Low by Warranty Deed dated August 10, 1905 and recorded in Book 131 of deeds at page 209; thence westerly and in the southerly line of said Labouisse lands and on a course south 81 degrees west about two hundred and ninety two (292) feet to the north westerly corner of the lot conveyed to the Golf Club by the deed of Thomas Lee above described; thence southerly and in the westerly line of said Lee Golf Club, lot, seventy (70) feet; thence westerly and in the southerly line of the Labouisse lands and on a course of North 83 degrees and 30' west, three hundred and forty eight (348) feet, thence northerly and in the westerly line of said Labouisse lands and on a course of north 6 degrees west seven hundred and seventy two (772) feet, to the center line of the unimproved highway from Westport to Port Henry, first mentioned; thence westerly and southerly in the center of said highway, about nine hundred (900) feet to the northeast corner of a triangular piece of land conveyed to Albert Otis by The Westport Inn Co., Inc., by Warranty Deed dated November 13, 1922 and recorded in Book 172 of Deeds at page 470; and thence continuing south-westerly and in the center of said Westport-Port Henry unimproved highway, which is on a course of South 37 degrees and 30' west, about nineteen hundred and eighty five (1985) feet, to the northerly line of the lands conveyed to John T. de Blois Wack and wife by deed from Doretha W. Knowles and others recorded in Book 206 at page 520 being the point and place of beginning.

PARCEL 3-11

ALL that certain piece or parcel of land situate, lying and being in the Town of Westport, County of Essex and State of New York, adjoining the Westport Golf Course and being more particularly bounded and described as follows:

Beginning at an iron pipe set in the ground marking the most northeasterly corner of the property herein conveyed, said point being located 2799.5 feet south 83 degrees 11' east from an iron pipe set in the ground at the easterly edge of the back road running from Westport to Port Henry; thence south 0 degrees 40' west, 576.4 feet to an iron pipe set in the ground at the boundary of property now or formerly owned by Johnson; running thence north 83 degrees 38' west, a distance of 748.3 feet to a corner; running thence south 7 degrees 41' west, 554.6 feet to an old fence corner post set in concrete; running thence south 7 degrees 13' west, 751.9 feet to an iron pipe set in the ground; running thence north 83 degrees 48' west, 1431.5 feet to an iron pipe set in the ground; running thence north 7 degrees 13' east, a distance of 497.7 feet to an iron pipe set in the ground; running thence north 9 degrees 1404.09 feet to an iron pipe set in the ground on the southerly boundary of the Golf Course property; so-called; running thence south 83 degrees 11' east a distance of 2074 feet, more or less, to the point or place of beginning.

PARCEL 4-13

ALL that tract or parcel of land situate in the Town of Westport, County of Essex and State of New York, being a part of the Albert R. Otis Farm, in the Town of Westport, and formerly known as the "Marks Farm", bounded and described as follows:

BEGINNING at a point in the center of the highway leading from Westport Village to Port Henry and known as the "Back Road", said point being the northeast corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to Otis Decker and Hannah Decker (Deed Ref. Liber 171 cp 491); thence along the north line of lands conveyed to the said Otis Decker, north 84 degrees west sixty chains and seventy-five links to an iron driven in the ground standing in the east line of the right of way owned by the Delaware and Hudson Railroad Company; thence northerly along the east line of lands now or formerly owned by the Delaware and Hudson Railroad

Company, a distance of twenty-two chains and fifty links, more or less, to an iron standing in the easterly line of lands of the said Delaware and Hudson Railroad Company and being the southwest corner of a parcel of land conveyed by Albert R. Otis and Lucy B. Otis to the Westport Inn Company, Inc. (Deed Ref. Liber 172 cp 468): thence along the south line of lands conveyed to the said Westport Inn Company, Inc., south 71 degrees east sixty-seven chains and Twenty-eight links more or less to the center of the highway above mentioned as leading from Westport to Port Henry, thence southerly along the center of the said highway as it winds and turns, seven chains and fifty links, more or less to the place of beginning.

BEING a part of the property conveyed in a deed from Anne B. Cerf, a/k/a Anna B. Cerf and Anna Ballard Cerf to Bradamant Corporation by deed dated August 19, 1983 and recorded in the Essex County Clerk's Office in Book 786 of Deeds at page 135.

Together with all easements which relate to and benefit the property.

Subject to all easements, covenants and restrictions of record.

Subject to a right of way excepted and reserved by The Bradamant Corporation at Deed Book 1005, Page 76 a right of way for ingress and egress from the Golf Course access road to the property known as the "Frank Walker House".

BEING THE SAME PREMISES conveyed to Frank P. Gerardi and Arthur D. Pepin by The Bradamant Corporation by a deed dated October 31, 1991 and recorded in the Essex County Clerk's Office on December 31, 1991.

BEING THE SAME PREMISES conveyed to the party of the first part by Frank P. Gerardi and Arthur D. Pepin by a deed dated December 12, 1991 and recorded on December 31, 1991 in the Essex County Clerk's Office at Book 1005 of Deeds, Page 285 thereof.

PARCEL II

All that piece or parcel of land situate in the Village of Westport, Town of Westport, County of Essex, and State of New York, and more particularly described as follows:

"BEGINNING at a point, said point being an iron rod a distance of five hundred twenty and ninety hundredths feet (520.90) south eighty-one degrees nine minutes west (S.81'-09'W.) from the corner of Congress and Liberty Streets as shown on map titled "PRELIMINARY LAYOUT FOR SUBDIVISION CLASSIFICATION, PROPERTY OF WILLIAM R. JR., & RUTH G. BUCHANAN LOCATED IN THE VILLAGE & TOWN OF WESTPORT, COUNTY OF ESSEX, STATE OF NEW YORK, PREPARED ON JUNE 10, 1974, by JOHNSTON & KRATZ, LICENSED LAND SURVEYORS, ELIZABETHTOWN, NEW YORK," said point of beginning also being the southwest corner of the property of C. Charles and Emily LaTour, thence south eighty-one degrees nine minutes west (S.81'-09'W.) one hundred twenty nine and seventy hundredths feet (129.70') to an iron pipe thence south two degrees twenty-one minutes west (S.2°-21'W.) sixty-four feet (64.00') to a post thence north eighty-three degrees and twenty-five minutes west (N.83°-25'W.) ninety-five feet (95.00') to an iron pipe thence north six degrees and thirty-five minutes east (N.6°-35'E.) two hundred feet (200.00') to an iron pipe thence north fifty-six degrees and forty-three minutes east (N.56°-43'E.) one hundred ninety-seven and nine hundredths feet (197.09') to an iron rod thence south nine degrees and six minutes east (S.9°-06'E.) two hundred thirty six and eighty hundredths feet (236.80') to the point of beginning containing 0.9967 acres more or less being a portion of the property conveyed to Ruth G. Buchanan by deed dated May 5, 1973, recorded in the Essex County Clerk's Office in Book 542 of Deeds at Page 23."

PARCEL II BEING the same premises conveyed by deed dated July 2, 1974 from Ruth G. Buchanan to Howard F. Miller and recorded in the Essex County Clerk's Office on July 8, 1974 in book 570 of Deeds at Page 53.

PARCEL II BEING the same premises described as "PARCEL II" in a certain deed from Arthur D. Pepin and Westport Golf Partners, L.P. to Arthur D. Pepin and Polly Pepin dated October 21, 1998 and recorded in the Essex County Clerk's Office on October 21, 1998 at Book 1198 of Deeds, Page 238.

PARCEL II BEING the same premises described as "PARCEL II" in a certain deed from Arthur D. Pepin to Westport Golf Partners, L.P. dated December 21, 1998 and recorded in the Essex County Clerk's Office on December 30, 1998 at Book 1198 of Deeds, Page 238.

PARCEL III

All that tract or parcel of land, situate in the Town of Westport, County of Essex, State of New York, bounded and described as follows:

"BEGINNING at an iron pin marking the northeast corner of lands owned or said to be owned by Mrs. Donald Floyd; thence along the remains of a wire fence marking the east bounds of said lands of Floyd south 00 degrees 57' West, one hundred thirty five point zero feet (135.0') to a point marking the southwest corner of lands to be conveyed; thence south 83 degrees 23' East a distance one hundred forty point zero feet (140.0') to a point marking the southeast corner of lands to be conveyed; thence north 00 degrees 57' East a distance of one hundred thirty five point zero (135.0') to a point; thence north 83 degrees 23' West a distance of one hundred forty point zero feet (140.0) to a point of beginning."

"TOGETHER with a twelve foot (12) right of way over lands of FREDERICK and IRENE KING said right of way commencing at Rt 9N and running westerly end northerly over lands of King located approximately one-hundred fifty feet (150') north of Floyd's east line two-hundred ten feet (210') from Barkley and Johnson's north line end three-hundred fifty feet (350') from the line of Florence Alstyme."

BEING A PORTION OF THE SAME PREMISES conveyed by deed dated October 21, 1987 from Leo Applegate and Eleanor Applegate to John W. Fletcher and Patricia A. Fletcher and recorded in the Essex County Clerk's Office on December 14, 1987 in Book 900 of Deeds at Page 300.

PARCEL III BEING THE SAME PREMISES conveyed to Westport Golf Partners, L.P. by John W. Fletcher and Patricia A. Fletcher by a deed dated September 27, 1996 and recorded on March 13, 1998 in the Essex County Clerk's Office at Book 1170 of Deeds, Page 199.

PARCEL III BEING the same premises described as "PARCEL III" in a certain deed from Arthur D. Pepin and Westport Golf Partners, L.P. to Arthur D. Pepin and Polly Pepin dated October 21, 1998 and recorded in the Essex County Clerk's Office on October 21, 1998 at Book 1198 of Deeds, Page 238.

PARCEL III BEING the same premises described as "PARCEL III" in a certain deed from Arthur D. Pepin to Westport Golf Partners, L.P. dated December 21, 1998 and recorded in the Essex County Clerk's Office on December 30, 1998 at Book 1198 of Deeds, Page 238.

Together with all easements which relate to and benefit the property.

This conveyance is made subject to all covenants, restrictions, conditions and easements of record.

SCHEDULE A-2

WESTPORT GOLF INVESTORS, LLC

1052 Stevenson Road
Westport, NY

SCHEDULE A-2

WESTPORT GOLF INVESTORS, LLC

ALL that piece or parcel of land, together with improvements thereon, located in the Town of Westport, County of Essex and State of New York, and more particularly described as follows:

Being a parcel of land containing 12 acres, more or less, with buildings thereon, which are all and the same as were conveyed by Erwin E. Barber and Joyce M. Barber to Arthur D. Pepin by Warranty Deed dated May 17, 1995, and recorded in Book 1087 at Page 250 of the Land Records of Essex County, New York, said land and premises being conveyed subject to any conditions or easements set forth therein. Said parcel being known as Tax Map #66.4-1-7.00

BEING the same premises conveyed to Pepin Family Foundation, Inc. By Polly Pepin by deed dated May 20, 2009 and recorded in the Essex County Clerk's Office on May 27, 2009 in 1608 at Page 206

THE LANDS CONVEYED HEREIN are subject to Adirondack Park Agency Permit 2009-67 issued June 23, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees.

SCHEDULE B

WESPORT GOLF INVESTORS, LLC

Business Assets

Westport Country Club
Equipment List
October, 2014

Year Purchased	Description	Condition	Current Value	Replacement Cost
MOWING EQUIPMENT				
1990	Toro 216 Triplex Trim Mower (Collars)	Fair	4,500	16,000
1995	Toro 4500 5-gang Fairway Mower	Fair	9,000	41,000
1990	Toro 3000 Triplex Greens Mower (Tees)	Fair	6,500	20,000
1985	Toro 300 Triplex Greens Mower (Vertical Mower)	Fair/Poor	4,000	20,000
1976	Toro 3 Triplex Greens Mower (parts)	NO	300	20,000
1994	Toro Series V Walk Greens Mower	Fair	600	5,000
1980's	Toro 7-gang Wheel Driven Fairway Mower	Good/Fair	4,000	18,000
1987	National 84-inch Triplex Trim Mower	Poor	2,000	12,000
1995	Progressive Tri-Deck Rotary Rough Mower	Good	7,500	16,000
1991	Bevco Tri-Deck Rotary Rough Mower	Good	8,000	18,000
1998	Jacobsen TriKing Triplex Trim Mower	Good	8,500	20,000
19??	21-inch Rotary Mower (Home Lawn Type)	Fair	50	600
?	3 - John Deere String Trimmers	Good	600	1,800
1996	Jacobsen GreenKing Triplex Reels (Extra Set)	Good/Fair	600	2,400
TRANSPORTATION - UTILITY EQUIPMENT				
1985	John Deere 1060 Tractor (25hp)	Good/Fair	4,600	17,000
1991	John Deere 1070 Tractor (35hp)	Good	9,000	21,000
1991	John Deere 5300 Tractor (50hp)	Very Good	25,000	40,000
1986	John Deere 1250 Tractor (Loader)	Good/Fair	10,000	30,000
1986	John Deere Bucket Loader	Good	2,000	3,500
1994	Woods Backhoe	Good	5,000	6,500
1994	Yamaha G-10 (#1) Light Duty Truckster	Fair/Poor	2,000	5,500
1994	Yamaha G-10 (#2) Light Duty Truckster	NO	300	5,500
1989	Cushman Heavy Duty Truckster	Fair/Poor	4,000	17,000
1985	Yamaha G-1 Gas Golf Cart (SUDS)	Fair/Poor	500	3,500
1985	Didier Wood Splitter	Good	150	650
1993	Promark Brush Chipper	Good	3,000	8,000
1994	Royer Power Screen	Good	4,000	8,000
?	Yamaha Beverage Cart	Poor	2,000	7,500
?	Utility Trailer 8X10ft	Very Good	3,000	5,000
CULTURAL EQUIPMENT				
1988	Lely Rotary Fertilizer Spreader	Good	600	3,500
1991	Century Agricultural 300 Gallon Sprayer	Good	2,000	6,000
1989	Cushman Core Harvester	Good	1,800	400
1985	Ryan Greensaire II Aerifier	Good	5,000	12,000
1985	Toro Thatching Reels	Fair	600	2,400
?	Toro Roller Attachments	Fair	700	2,100
1988	2 - Scotts Drop Spreaders	Good	300	900
?	2 - Scotts R-8 Rotary Spreaders	Good	300	1,300
1987	1 - Scotts R-8 Rotary Spreader	Good	100	650
1987	Standard-Drag Brush	Good	150	450
?	Sandpiper-Drag Mat	Good	100	500
?	Keystone Chain Link-Drag Mat	Good	200	600
?	Smithco Bunker Rack with Blade	Good	2,000	9,500
?	Sod Cutter	Fair	500	3,500
1988	Turco Mechanical Edgers	Good	250	1,000
1998	Turco Mechanical Edgers	Very Good	400	100
1991	Toro 686 Fairway Aerifier	Good	3,000	14,000
1991	Toro Spiking Reels	Fair	400	2,100
?	Giant-Vac "Saint Vac" Yard Vacuum	Fair/Poor	100	750
SHOP EQUIPMENT				
1980	Foley Reel Grinder	Fair/Poor	500	12,000
?	Foley Backlap Machine	Fair/Poor	150	500
1990	Delta Bench Drill Press	Good	300	500
1994	Wkco Tire Changer	Good	300	500
1987	Lincoln Arc Welder	Good	200	500
1986	Craftsman Tool Box-Various Wrenches & Tools	Good	500	3,000

1998 Honda Blower	Good	180	680
? Various Hand Tools			300
? Acetylene Cutter, Torches & Tanks		500	500
? Ex-Cel 3200 lb Power Washer	Very Good	200	700
? Whirlpool Ice Machine	Fair/Poor	500	1,800
? Crystal Clear-Parts Washer	Good	500	500
? Toro Vari-Time II Irrigation Controller		10,000	10,000
? Montgomery Ward 500 Oil Heating System			
? Honda 4hp Sludge Pump	Good	200	600
? Sanborn Air Compressor	NO	0	400
? Portable Air Tank	Good	30	75
? Flags, Stakes, Cups, Coolers, Etc		14,000	14,000

Leased equipment paid in full

2001 John Deere 1145 72-Inch Deck Trim Mower	Very Good	16,000	23,000
2001 John Deere Gator 4X8 Truckster	Very Good	6,000	9,500
2001 Buffalo Turbine Leaf Blower	Excellent	5,000	6,500
1998 Jacobsen GreenKing Triplex Greens Mower w/Groomer	Good	15,000	25,000
2000 Jacobsen Aerator/Seeder	Very Good	5,000	8,000
2004 Jacobsen Greens Mower	Very Good	8,000	25,000
2004 Jacobsen Fairway Mower	Very Good	9,000	25,000
2008 John Deere Pro-Gator	Very Good	5,000	12,000
2008 Mounted Spreader	Very Good	4,000	9,000

PRO SHOP & CARTS

40 - Yamaha Golf Carts	Very Good	80,000	180,000
Sharp Cash Register	Good	250	500
Brother MFC Fax Machine	Good	50	225
HP Computer, HP Scanner & HP Laser Printer	Excellent	1,500	1,500
Orion Color Television	Excellent	150	250
Range Equipment-Balls, Baskets & Washer	Good	5,000	5,000
Remington Schuyler Painting	Good	10,000	10,000

NO= Non Operative