

PURCHASE OFFER

THIS AGREEMENT, entered into this 22 day of October, 2024, by and between MICHAEL DeSALVIO, doing business as MOHAWK GLEN GOLF CLUB, 880 Perimeter Road, Rome, New York 13441, duly authorized to do business in New York, hereinafter referred to as "Seller," and the COUNTY OF ONEIDA, 800 Park Avenue, Utica, New York 13501, a municipal corporation organized and existing under the laws of the State of New York, hereinafter referred to as "Purchaser."

WHEREAS, the Seller is the owner of certain real property located within the boundaries of the property formerly known as Griffiss Air Force Base, Rome, New York, and more commonly known as Mohawk Glen Golf Club; and

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. **PROPERTY TO BE SOLD:** The Seller agrees to sell and Purchaser agrees to purchase all that tract or parcel of land situate in the City of Rome, County of Oneida and State of New York, known as the Mohawk Glen Golf Club, same being a nine hole golf course and driving range, as set forth in the survey map attached hereto as Appendix A. The sale shall also include all fixtures and fittings belonging to and used in connection with the operation of said golf course and owned by the Seller.

2. **PURCHASE PRICE:** The purchase price for the entire property shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00), payable as follows: Twenty-Five Thousand Dollars (\$25,000.00) check deposited with the Seller, to be held until this offer is accepted, at which time it shall become part of the purchase price, or returned if not accepted, and One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000.00) payable to the Seller by cash or certified check upon the transfer of title. This offer is contingent upon approval of the Oneida County Board of Legislators.

3. **CLOSING:** The closing and transfer of the title shall take place within ninety (90) days of the date of this Agreement, closing to be held at the office of the Oneida County Attorney, 800 Park Avenue, Utica, NY 13501. Prior to the transfer of title herein, and at least ten (10) days before transfer of title, Seller shall provide Purchaser, at Seller's own cost and expense, a redated abstract of title for at least sixty (60) years past, an instrument survey of the entire property, a preliminary title report for a fee title insurance policy, and any other documents reasonably necessary to show the subject real property free and clear of any liens and encumbrances. The Seller shall further provide Purchaser with adequate proof that the entire property is free and clear of any and all environmental hazards and/or hazardous wastes and/or ground pollution and/or ground water contamination. Seller shall hold forever harmless, defend and indemnify the Purchaser from any and all environmental claims or environmental clean up ordered by any governmental agency as a result of any environmental condition that existed prior to the date of this Agreement. Seller shall convey title to the Purchaser by Warranty Deed with Lien Covenant.

At the time of transfer of title, Seller shall pay the cost of deed transfer tax (revenue stamps) and filing of the real property transfer report. Purchaser shall pay the cost of recording the deed, the filing of the equalization and assessment form, the closing redaction of the abstract of title and all costs incurred as a result of any financing secured by the Purchaser. Interest, insurance premiums, rents and taxes shall be prorated and adjusted as of the date of the transfer of title.

4. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. No representations, warranties or promises pertaining to this Agreement or any property affected by this Agreement have been made by or shall be binding on any other party hereto except as expressly stated in this Agreement. This Agreement may not be changed orally.

5. CONSTRUCTION: The interpretation, construction, performance and application of this Agreement shall be governed by the laws of the State of New York.

6. VENUE: Any litigation arising out of or related in any way to this Agreement shall be commenced in New York State Supreme Court for the County of Oneida or in United States District Court for the Northern District of New York.


7. NOTICES: All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or registered mail, postage prepaid, and addressed as follows:

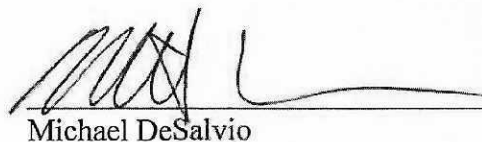
To Purchaser: County of Oneida
Office of the County Attorney
800 Park Avenue
Utica, New York 13501

To Seller: Michael DeSalvio
c/o Mohawk Glen Golf Club
880 Perimeter Road
Rome, New York 134401

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above.

County of Oneida:


By: Anthony L. Picente, Jr.


Michael DeSalvio

Approved
ONEIDA COUNTY ATTORNEY
By: 