

R+R  
Village of New Hempstead  
108 Old Schoolhouse Rd  
New City, NY 10956

## FOREBEARANCE AGREEMENT

This AGREEMENT made the 1<sup>st</sup> day of July, 2009 between New York Golf Enterprises, Inc., a New York corporation with a principal place of business located at 103 Brick Church Road, New Hempstead, New York ("New York Golf") and The Village of New Hempstead, a municipal corporation with offices at 108 Old Schoolhouse Road, New City, New York 10956 ("the Village").

WHEREAS, New York Golf is the owner of a parcel of land consisting of 165± acres located within the territorial limits of the Village; and

WHEREAS, the New York Golf has petitioned the Village for a two lot subdivision to permit it to further make application for an Active Adult Residence zoning approval on a parcel of land bordering Union Road consisting of 9.2783 acres and also known as Lot 1 on the aforesaid proposed subdivision map; and

WHEREAS, the Village has an interest in maintaining the quality of life of its constituents and maintaining and preserving the large open space and undeveloped land presently remaining in the Village; and

WHEREAS, New York Golf, subject to the terms and conditions set forth herein, does agreed to convey "development rights" to the Village of New Hempstead for the greater portion of the Golf Course to effectuate and preserve the same as open space.

NOW THEREFORE, in consideration of the mutual covenants contained herein; it is hereby:

AGREED, that upon the approval of the two (2) lot subdivision, and upon filing thereof, New York Golf does hereby convey, demise and relinquish onto the Village of New Hempstead development rights on the remaining parcel of land comprising the Golf Course with the exception of a 25± acre parcel (the exception parcel, which may be developed in the future); a metes and bounds description of the of the exception parcel is attached hereto and shall be shown on the subdivision map by dotted lines;

AGREED, that the exception parcel set forth above will not be submitted for any development for a period of Five (5) years after the approval of the Active Adult Residence site plan on Parcel 1 (the 9.2783 acre parcel);

AGREED, that this forbearance agreement will become effective upon the filing of the subdivision map;

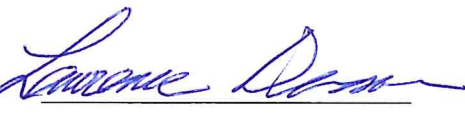
AGREED, that New York Golf will forbear from and agree not to submit any other applications for subdivision other than outlined above with the exception of the "exception parcel";

AGREED, that upon the filing of the forbearance agreement, or any "negative easement", or any conveyance required for development rights, the negative easement shall be in perpetuity;

AGREED, that in the event the Village does not approve the subdivision and a special permit and site plan for Active Adult Residential zone complying with all bulk requirements of that zone, then all terms and conditions contained herein shall be null and void and not binding on either party hereto;

IT IS UNDERSTOOD by the parties hereto that upon satisfaction of the condition precedent to this Agreement that the development rights to the New York Country Club, with the exception of the 25± parcel referenced herein (the "exception" parcel), shall be in perpetuity vested in the Village of New Hempstead; and it is further understood that those development rights may only be relinquished by either the affirmative vote of the Village Board or in the event that the Village ceases to be a municipal corporation.

The Village of New Hempstead

By: 

New York Golf Enterprises, Inc.

By:   
Cheon Cho, Vice President

**LEILA P. MAZZA**  
NOTARY PUBLIC, State of New York  
No. 4713469  
Residing in Rockland County  
My Commission Expires March 30, 2010

## Exception Parcel

## Schedule AA@

*Town of Ramapo*

All that certain plot, piece or parcel of land situate, lying and being in the Village of New Hempstead, County of Rockland and State of New York. Being more fully bounded and described as follows:

BEGINNING at a point located at the southerly end of a curve connecting the westerly right of way line of Hempstead Road with the southerly right of way line of Brick Church Road, said point also lying on the division line between the Village of New Hempstead to the west and the Town of Ramapo to the east; running thence


- 1) S17-30-06W, 162.43 feet along said westerly right of way line of Hempstead Road, also along said division line between the Village of New Hempstead to the west and the Town of Ramapo to the east; thence
- 2) S86-47-06W, 225.75 feet; thence
- 3) S55-13-10W, 232.00 feet; thence
- 4) S44-07-35W, 285.00 feet; thence
- 5) S84-07-15W, 171.00 feet; thence
- 6) S05-52-45E, 55.00 feet; thence
- 7) S05-32-25W, 101.50 feet; thence
- 8) S48-56-40W, 94.50 feet; thence
- 9) S09-26-00W, 169.00 feet; thence
- 10) S22-04-15W, 89.50 feet; thence
- 11) S56-17-50W, 100.00 feet; thence
- 12) N84-52-30W, 99.00 feet; thence
- 13) N66-42-00W, 525.50 feet; thence
- 14) S85-13-40W, 110.00 feet; thence
- 15) N37-56-15W, 191.24 feet; thence

- 16) N04-46-20W, 210.00 feet; thence
- 17) N85-13-40E, 205.00 feet; thence
- 18) N04-46-20W, 208.50 feet; thence
- 19) N26-14-30E, 115.00 feet; thence
- 20) N45-42-20E, 150.00 feet; running thence along said southerly right of way line of Brick Church Road the following three (3) courses and distance:
- 21) N86-16-06E, 241.66 feet;
- 22) N81-48-06E, 275.99 feet;
- 23) N86-47-06E, 970.74 feet; thence
- 24) On a curve to the right connecting said southerly right of way line of Brick Church Road with said westerly right of way line of Hempstead Road to the point of place of BEGINNING.

Consisting of 25.3923 acres of land.

State of New York, County of Rockland, ss.:

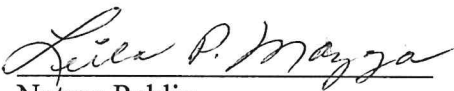
On the 1<sup>st</sup> day of July, 200, before me the undersigned personally appeared Cheon Cho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that he executed the same in his corporate capacity, and that by signing the within instrument, actually executed the instrument.

  
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Notary Public

JOEL A. GROSSBARTH  
Notary Public-state Of New York  
No. 02GR502719E  
Qualified In Rockland County  
My Commission Expires May 02, 20 10

State of New York, County of Rockland, ss.:

On the 13<sup>th</sup> day of July, 2009, before me the undersigned personally appeared Lawrence Dessau Mayor of the Village of New Hempstead, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that she executed the same in his capacity, and that by signing the within instrument, actually executed the instrument.

  
\_\_\_\_\_  
Notary Public

LEILA P. MAZZA  
NOTARY PUBLIC, State of New York  
No. 4713469  
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