

**OMM SOCCER**  
**175 Old Orangeburg Road**  
**Orangeburg, NY 10962**

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September 26, 2017

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
Attn : Town Board

Re : Rockland Psychiatric Center Land Parcel - Lot #1 (200 Old Orangeburg Road, Orangeburg, NY)  
Land Parcel Adjacent to the New York City FC Soccer Training Facility

Dear Town Board:

This will serve as our Letter of Intent between the **Town of Orangetown** ("Seller") and **OMM Soccer** ("Purchaser"), for the purchase of the above referenced property.

Seller	Town of Orangetown
Purchaser	OMM Soccer, a 501(c)3 non-profit organization. As a non-profit organization, OMM Soccer shall be exempt from the payment of real estate taxes on the Property.
Property	Purchaser shall acquire a 100% fee interest in the vacant, undeveloped property located at 200 Old Orangeburg Road, commonly referred to as Lot #1 at the Rockland Psychiatric Center site. The land parcel is located across from the existing Orangetown Soccer Complex located at 175 Old Orangeburg Road, on the northerly side of Old Orangeburg Road and adjacent to the New York City FC soccer training facility property.
Wetlands	Based on preliminary due diligence, three (3) wetland areas have been identified. All three are assumed to be federally regulated wetlands. Further investigation of these areas needs to be conducted.
Zoning / Setbacks	Based on current zoning, the subject parcel has a 200 foot setback along Lake Tappan. We are proposing a 100 foot setback.

Purchase Price	<p>\$100,000 per buildable acre. The final Purchase Price shall be determined based on the results of a land survey and final approvals to build</p> <p>Based on preliminary due diligence the subject property has a gross area of 32.5 acres. Based on a 100 foot setback from the Lake, the net buildable land area is estimated to be 25.7 acres (this does not account for the wetlands areas). The final acreage will be determined based on final municipal approvals.</p> <p><b><u>Based on this preliminary estimate the purchase price would be \$2,570,000.</u></b></p>
Deposit	<p>\$50,000 refundable to be deposited in escrow at the time of acceptance and execution of a final Purchase Agreement.</p>
Proposed Use	<p>Purchaser intends to develop a first-class athletic sports complex (See Preliminary Site Plan attached prepared by Jay A. Greenwell, PLS, LLC) which shall include:</p> <ul style="list-style-type: none"> <li>• Four (4) multi-use athletic fields</li> <li>• Field lighting for all fields</li> <li>• Clubhouse building</li> <li>• Parking</li> </ul> <p>Purchaser shall cooperate with the Seller to create a walking pathway inside the proposed 100 foot setback area along the property boundary that runs adjacent to Lake Tappan, consistent with the existing pathway located at the Orangetown Soccer Complex.</p>
Due Diligence / Inspection Period	<p>Purchaser will have a period of 180 days after full execution and delivery of the Purchase Agreement to complete due diligence, including without limitation, environmental site inspections, survey, title to the Property, and such other inspections and studies as Purchaser shall deem necessary. If Purchaser shall be unsatisfied with the results of its due diligence inspections for any reason in Purchaser's sole discretion, Purchaser shall have the right to terminate the Purchase Agreement by written notice to Seller on or before the last day of the Inspection Period and the Deposit shall be returned to the Purchaser.</p>
Financial Contingency Period	<p>Purchaser will have a period of 180 days after full execution and delivery of the Purchase Agreement to obtain a loan commitment from a lender acceptable to Purchaser on terms acceptable to Purchaser in its sole discretion. If Purchaser cannot obtain a financing commitment within the 180-day period, the Purchaser may terminate the Purchase Agreement on or before the last day of the Financing Period and the Deposit shall be returned to the Purchaser.</p>
Letter of Support	<p>Attached to this proposal is a Letter of Support from the adjacent property owner, New York City FC. New York City FC supports OMM Soccer's proposal to acquire and develop the subject property as an athletic sports field complex.</p>

Purchaser is prepared to commence negotiations respecting a Purchase Agreement and this Letter of Intent is intended to set forth a basis upon which Purchaser is prepared to proceed to prepare a Purchase Agreement. This Letter of Intent is neither a contract, nor an agreement to enter into a contract. It is understood that either party has the right to terminate negotiations at its discretion.

This letter is not intended to address all terms that will be incorporated into a Purchase Agreement. It is understood that the rights and obligations of Seller and Purchaser shall be only as set forth in an executed Purchase Agreement and related documents, and this letter is not to be binding upon Seller and Purchaser, and their respective successors and assigns until such time as the Purchase Agreement is executed. Failing complete execution of the Purchase Agreement, neither Seller nor Purchaser shall have any rights or obligations with respect to the other regarding the transaction contemplated herein.

If the terms set forth in this letter are satisfactory, please sign a copy of this letter and return to us.

Sincerely,

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OMM Soccer  
Gordon Miller  
President

Accepted and Agreed on Behalf of Seller

By : \_\_\_\_\_

Date : \_\_\_\_\_