

CONSERVATION EASEMENT

Between

SILO RIDGE VENTURES PROPERTY A, LLC,

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Draft Version 2

Grantor revisions April 8, 2015

Note: This conservation easement is in draft form only, and has not been approved by the Board of Directors of the Dutchess Land Conservancy.

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** is entered into this ____ day of _____, 2015, between **SILO RIDGE VENTURES PROPERTY A, LLC** a New York limited liability company having an office at 5021 Route 44, Amenia, New York 12501 (the “Landowner”), **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as gantee (the “Conservancy”), and the **TOWN OF AMENIA**, a New York municipal corporation having offices at 5988 Route 22, Amenia, New York 12501 (the “Town”).

Recitals

WHEREAS, the Landowner is the sole owner in fee of real property (the “Property”) described in Exhibit A attached hereto and incorporated by reference and shown as “Preserved Open Space” on a subdivision map titled _____, prepared by _____, Licensed Land Surveyor, dated _____ and revised on _____, and filed in the Dutchess County Clerk’s Office on _____ as Filed Map No. _____; and

WHEREAS, the Property consists of approximately 538.05 acres located on New York State Routes 44 and 22 in the Town of Amenia, Dutchess County, New York, and is divided into three Open Space Preservation Areas: (i) Natural Woodlands/Wetlands Area; (ii) Non-Golf Open Space; and (iii) Golf Open Space, as shown on a map attached hereto as Exhibit B, dated _____, 2015, prepared by VHB Engineering, Surveying and Landscape Architecture, P.C., (the “Conservation Easement Map”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, a portion of the Property is improved with an eighteen (18) hole golf course, and associated golf cart paths and accessory structures (the “Golf Course”), more particularly described in the Baseline Documentation referred to in Paragraph 13.8 below, which is an important component of the adjoining real estate development known as the “Silo Ridge Field Club” (the “Resort Community”); and

WHEREAS, an amended Master Development Plan of the Resort Community was approved by the Town of Amenia Planning Board on _____, 2015, and it is the intention of the parties that the Property shall serve as the open space required to be preserved pursuant to the amended Master Development Plan pursuant to Section 121-18 of the Town of Amenia Zoning Law (the “Zoning Law”); and

WHEREAS, the Property possesses scenic, ecological, groundwater recharge, natural, educational, recreational, and open space values (collectively, the “conservation values”) of importance to the Conservancy, the Town of Amenia, the Landowner, the people of Dutchess County and the people of the State of New York, which are worthy of preservation as provided in this Conservation Easement, yielding significant benefits to the public; and

WHEREAS, the Conservancy has determined that the protection of one of the most significant public resources in the region – the dramatic view from DeLavernne Hill, a view termed “iconic” - the establishment of open space accessible to the public at this viewpoint, the protection

of a prominent ridgeline seen throughout the Town of Amenia, and the fact that the Conservancy supported the Town's adoption of open space zoning when the Town of Amenia first created the Resort Development Overlay District ("RDO District") requiring that 80% of the land subject to a master development agreement shall be preserved by a conservation easement as open space, all further support the Conservancy's interest in conserving this Property; and

WHEREAS, this Conservation Easement is established in perpetuity exclusively for conservation purposes, consistent with the requirements of Section 121-18(C)(4) of the Zoning Law, the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 et seq., of the Code of Federal Regulations, as amended; and

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, to wit, a publicly funded, nonprofit 501(c)(3) organization with the authority to accept lands, easements and buildings for the purpose of preserving and protecting natural, scenic, agricultural, wooded/forested and open-space values of real property, and with the commitment to preserve the conservation purposes of this Conservation Easement; and

WHEREAS, the Town of Amenia is qualified to hold conservation easements pursuant to Article 49, Title 3, of the Conservation Law, and as a condition of approval under the Zoning Law, the Landowner and the Conservancy grant to the Town a third-party enforcement right in this Conservation Easement.

WHEREAS, the parties recognize the following:

1. The Conservancy has determined that acquiring a conservation easement on the Property will further its charitable purposes of preserving the scenic, natural, and ecological values of Dutchess County by protecting the scenic and environmental resources of the Property, and the Town has determined that requiring a conservation easement on the Property will help further the goals of its Zoning Law and Comp Plan (as hereinafter defined).
2. The Property is characterized by scenic views, woodlands, streams, wetlands, steep slopes and ridgelines and natural beauty, and is highly visible from NYS Route 44, NYS Route 22/343, Old Route 22 (County Road 81), Depot Hill Road, Lake Amenia Road, and other roads within the Town of Amenia, including all public highways.
3. The Property is part of a real estate development known as the "Silo Ridge Field Club" approved by the Town of Amenia Planning Board subject to the execution of this Conservation Easement, as provided in the regulations of the RDO District in Section 121-18 of the Zoning Law.

4. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's open fields and meadows, woodlands, streams, wetlands, steep slopes and ridgelines while restricting development so that it is compatible with the natural surroundings.
5. The Property meets the Criteria for Acceptance of Conservation Easements of the Conservancy and is in close proximity to, and shares a common boundary with private land which is already permanently protected by the Conservancy.
6. This Conservation Easement advances the following governmental policies:
 - (a) *The Town of Amenia Comprehensive Plan Update* (the "Comp Plan"), adopted July 19, 2007, prioritizes "protection of natural resources and the environment" and recommends the preservation of open space through the use of conservation easements in order to achieve natural resource protection goals of the Plan. The Comp Plan specifically notes: "*It is important to the other goals of Amenia's Comprehensive Plan that these developments be designed in a way that does not detract from the scenic character of the community. Protection of most of the landscape as open space, either as recreational land for golf, or forest lands, or for farming and equestrian activities, will help maintain the scenic character of what is widely regarded as the Town's most important viewshed, i.e. the views from the top of DeLavergne Hill, down the Harlem Valley, and across the Valley to Depot Hill.*" A list of scenic roads identified in the 1991 Master Plan with a brief description of their scenic features and history is outlined in the Comp Plan and includes Route 44, DeLavergne Hill from the Amenia Town line to Lake Amenia Road noting: "*One of Amenia's greatest views is from DeLavergne Hill. As US 44 curves around the hillside, a vast panorama of the Harlem Valley is visible. From this high point, hills, farms, fields and forests can be seen stretching east to Connecticut and south to the Hamlet of Wassaic. The view is especially spectacular with seasonal foliage and atmospheric conditions. A local church along this hillside holds Easter sunrise services to take advantage of the early morning scene. Visitors are often struck by the beauty of the foothills and valley as they enter the "Gateway to the Berkshires."*"
 - (b) Portions of the Property fall within all three areas of the Town of Amenia's Scenic Protection Overlay District, a component of the Zoning Law adopted by the Town Board of the Town of Amenia July 19, 2007 and amended October 20, 2011. The Trail Visual Protection Corridor and Road Visual Protection Corridor include "land lying within 800 feet of the right-of-way of New York State Routes 44, 22, and 343 and within 500 feet of any other designated roads or the Harlem Valley Rail Trail". The Ridgeline Visual Protection Zone "includes areas with slopes over 25% and visibility from three or more view points". The viewshed looking south and east from the Property includes sweeping and iconic views of the Harlem Valley that include distinctive geologic formations of the south end of the Taconic Mountains in Wassaic, New York and Rattlesnake Mountain and Depot Hill. Public vantage points from which the Property itself is highly visible include the Route 22 corridor, Old Route 22, Route 343 east of the hamlet of Amenia, and Depot Hill Road, all public roads. The

Property is also highly visible from points along the Harlem Valley Rail Trail and at locations on the west side of Rattlesnake Mountain. Portions of the Property also fall within the Town's Aquifer Overlay and Hydrological Overlay Districts where water quality and quantity are important provisions of these districts.

- (c) Chapter 6 of the *Biological Resources and Biodiversity of Dutchess County* reviews Dutchess County's "key habitat types, distribution of ecological regions, and factors that influence the biological diversity" of the County, as written in October 2010 by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council, and Vassar College Environmental Research Institute. A portion of the Property is located within the Western New England Marble Valley EcoRegion which extends through towns along the eastern border of Dutchess County, an area characterized by "steep-sided valleys with floodplains, terraces, and rolling to hilly terrain" with springs, seeps, and wetlands. The remainder of the Property is located within the Taconic Foothills EcoRegion, which has a rounded and rolling profile, with narrow valleys and steep slopes, all of which are dominated by Appalachian oak-hickory forest, and "forms a transition zone between the Hudson Valley and the Hudson Highlands to the south, and the Western New England Marble Valleys, the Berkshire Transition, and Taconic Mountains to the east and northeast".

Priority habitats identified in the Western New England Marble Valley EcoRegion include contiguous forests, streams, and wetlands, and priority habitats identified in the Taconic Foothills EcoRegion include contiguous forests, seasonal woodland pools, grasslands and streams, all of which exist on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

- (d) The Dutchess County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, open space, steep slopes, and streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood-carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and

roadways. Policy 5.24 encourages the preservation of woodland “greenbelt” corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area’s rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

7. The Property contains approximately 20 acres of prime or statewide important farmland soils, which are important for the production of food, feed, forage and fiber crops, as defined by the United States Department of Agriculture Natural Resources Conservation Service.
8. The Property is in the watershed of the Wassaic Creek, a tributary of the Ten Mile River, which drains into the Housatonic River. The portion of the Housatonic River Watershed in Dutchess County drains the Taconic and Berkshire Mountains before joining the Housatonic River and eventually emptying into Long Island Sound.
9. The Property contains approximately 25 acres of New York State Freshwater Wetland No. AM-15, a Class II wetland, designated pursuant to Article 24 of the Conservation Law. The Property also contains approximately 33 acres of wetlands identified on the National Wetlands Inventory by the United States Department of the Interior.
10. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state’s lakes, rivers, streams and ponds. The Property contains an unnamed Class C stream (Conn-15-11-2-1a), which is a tributary to the Cascade Brook, and also contains an unnamed Class C stream (Conn-15-12-1), both of which are tributaries to the Wassaic Creek. Both of these streams have been classified by the New York State Department of Environmental Conservation according to their best use for fishing and fish propagation. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the streams clean for the future.
11. Approximately 14 acres of the Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.
12. A portion of the Property, approximately 134 acres, is part of a “Zone I” Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly.

In addition, approximately 38 acres is part of a “Zone II” Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow. These Aquifer Recharge Areas are defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

13. The Property contains approximately 266 acres of woodlands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres beyond the Property boundaries and represents valuable habitat as a contiguous forest.
14. The Property is located within the Harlem Valley. The 2009 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the “NYS Plan”) lists the Taconic Ridge/Harlem Valley as a high priority due to the region’s high biodiversity, scenic views, substantial recreational value, thousands of acres of intact/unfragmented forest land, steeply sloping hillsides, unique geologic segments, historic architecture, and multiple connection opportunities to land currently protected by state, federal, county, town, and private land conservation organizations. Specific target areas include Harlem Valley Rail Trail connectors and viewshed protection, and Route 22 corridor viewshed protection.
15. Hudsonia Ltd., a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified numerous habitat types on the Property including, upland hardwood forest, upland mixed forest, upland shrub land, upland meadow, mixed forest swamp, hardwood and shrub swamp, marsh, an intermittent woodland pool, and open water, as referenced in *Significant Habitats in the Town of Amenia*, Dutchess County, New York, by Nava Tabak, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., December 2006.
16. Development pressure for conventional suburban-style subdivisions that develop the scenic, environmental, and natural resources described above threaten the continued rural, scenic, ecological, forested, and open space character of the Property and the scenic view along U.S. Route 44, New York State Route 22, and Depot Hill Road; and

WHEREAS, the Conservancy has determined that acquisition of a conservation easement on the Property will further its charitable purposes of protecting areas of rural, scenic and relatively natural character in Dutchess County; and

WHEREAS, the Landowner shares the land conservation goals of the Conservancy and desires to ensure that the rural, scenic enjoyment and ecological characteristics of the Property will be preserved for the benefit of future generations, as required as a condition of approval of the Resort Community under the Zoning Law; and

WHEREAS, although less natural in its setting than the adjacent woodlands, wetlands and fields, the Golf Course contributes to the conservation value of the entire Property. The Golf Course is an integral part of the Resort Community and comprises a large portion of the 80% of

the Resort Community site required by the Zoning Law to be permanently protected as open space and is consistent with the scenic preservation goals and conservation values set forth herein; and

WHEREAS, the parties understand that the Property may not always be used as recreational land in conjunction with a real estate development and wish to ensure that the Property will be protected in perpetuity regardless of the future of the Resort Community, and in particular, that the Property will be able to be farmed and/or used for forestry according to customary agricultural and forestry best practices; and

WHEREAS, the parties desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

NOW, THEREFORE, in consideration of the foregoing recitals, and for the benefit of the general public, the Landowner and the Conservancy have established this Conservation Easement on, over and across the Property consisting of the foregoing recitals and the following purposes, terms, mutual covenants, restrictions and affirmative rights granted to the Conservancy, which shall run with and bind the Property in perpetuity, and agree as follows:

1. Grant of Conservation Easement. The Landowner grants to the Conservancy a perpetual conservation easement on, over and across the Property on the terms contained in this Conservation Easement. The Conservation Easement shall encumber the Property.

2. Purpose. The conservation purposes of the Conservation Easement granted hereby are: (i) to conserve the scenic, open, forested, and natural character of the Property; (ii) to protect the scenic view from DeLavernne Hill along public roads, as well as from other public vantage points, and (iii) to protect the quality of the Property's steep slopes, ridgelines, forest lands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality, by restricting development and use of the Property. The Landowner and the Conservancy intend that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes of this Conservation Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Conservation Easement.

3. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. The Property remains subject to all applicable federal, state and local laws and regulations. However, if the Conservation Easement is more restrictive than federal, state and local laws and regulations, the Conservation Easement restrictions shall govern with respect to the development and use of the Property. In the case of any conflict between the provisions of this Conservation Easement and the Approved Master Development Plan, this Conservation Easement shall control. In the event that the Approved Master Development Plan is not implemented or completed or otherwise expires or becomes void, this Conservation Easement shall remain in full force and effect, and all provisions in this instrument referencing or relating to the Approved Master Development Plan shall have no effect.

4. Reserved Rights. The Landowner reserves for itself and its successors in interest all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement, and the right to engage in, or permit others to engage in, all uses of the Property that are not expressly prohibited herein, and are not inconsistent with the purposes of this Conservation Easement. This Conservation Easement does not grant the general public any right to enter upon any part of the Property. This Conservation Easement does not restrict an owner of the Property or part thereof in imposing further restrictions upon conveyance or otherwise.

5. Definitions. When used in this Conservation Easement, the following terms shall be defined as set forth below. Defined terms used in this Conservation Easement are generally capitalized as a convenience to the reader. All other terms not herein defined shall be interpreted according to their customary meaning.

Accessory Structures - Accessory Structures shall be defined as all Structures that are not used for human habitation and that are incidental to the use of the Property as the Resort Community including the Golf Course and other permitted active recreation uses as well as for Agricultural, Forestry or educational uses. Accessory Structures include, but are not limited to, sheds, equipment garages, woodsheds, greenhouses, sculptures, well houses, pavilions, entrance gates, fences, walls, gate houses, and gazebos.

Agricultural Structures – Agricultural Structures shall be defined as Accessory Structures built for the primary purpose of, or utilized for, Agricultural Uses. Agricultural Structures shall include, but are not limited to, customary barns, sheds, greenhouses, animal shelters and customary equestrian facilities. Agricultural Structures may contain facilities or uses directly related to Agricultural Uses, such as a farm office and bathroom facilities, but may not be used for human habitation.

Agricultural Uses - Agricultural Uses shall include, but are not limited to, the planting, raising, harvesting, and production of field crops, fruits, vegetables, horticultural specialties, livestock and livestock products, poultry and other fowl, maple sap, Christmas trees, aquaculture, wood biomass, apiary products; establishing, reestablishing, maintaining, and using cultivated fields, orchards, pastures and woodlands; equestrian activities such as the selling, raising, training and boarding of horses and horseback riding instruction; agri-tourism; and the primary processing, storage and sale of crops and agricultural products including Direct Farm Markets.

Approved Master Development Plan - shall be defined as the amended Master Development Plan of the Resort Community approved by the Town of Amenia Planning Board on _____, 2015, and modified by any “Change Request” approved by the Town in accordance with the Change Request Protocol approved by the Planning Board in conjunction with the Approved Master Development Plan.

Artisan's Park Overlook – The Artisan's Park Overlook shall be defined as a public access point located within the hairpin turn at the top of DeLavernge Hill that provides for permanent public access to the view from DeLavernge Hill.

Building Envelope – The Building Envelope shall be defined as the area of the Property where specific existing and future Structures and Improvements are permitted to be located, as more particularly described in Section 6 and shown on the drawings attached as Exhibit C hereto. The Building Envelope shall not cover more than two (2) acres of the Property.

Commercial Uses - Commercial Uses shall include, but are not limited to, the Agricultural and Forestry Uses permitted herein, and, any use or activity undertaken for business purposes, excluding hobbies and similar activities in which obtaining a financial benefit is incidental to the purpose of the activity. Membership Clubs as defined herein shall not be considered Commercial Uses.

Direct Farm Markets - Direct Farm Markets shall be defined as roadside stands, farm markets, farm stands, pick your own operations, and other similar agricultural operations that market and sell crops and agricultural products, a substantial portion of which are harvested and produced on the Property or other properties owned by or leased by the Landowner. *See Section 6.7.*

Footprint Area - The Footprint Area of a Structure or Improvement shall be defined as the area of the Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

Forestry Uses - Forestry Uses shall include, but are not limited to, gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other useful products or for water quality, wildlife habitat and other conservation purposes. *See Section 6.18.*

Golf Course – The Golf Course shall be defined as the existing 18 hole golf course as it is configured as of the date of this Conservation Easement or as it may be modified pursuant to Section 6.8. The Golf Course includes tee boxes (starting point on each hole), putting greens (the culmination of a golf hole where the hole and flagstaff are located), fairways (the closely mown area that runs between tee box and putting green), bunkers (golf hazards or depressions filled with sand or water) and areas of rough (areas outside the fairways with un-kept and un-mowed vegetation), as well as a driving range and practice putting green, and cart paths.

Height - The Height of a Structure or Improvement shall mean “Building Height” as defined in, and measured in accordance with, the Zoning Law.

Improvement - Improvement shall be defined as anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, roads, trails, golf cart paths, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines.

Industrial Uses - Industrial Uses are Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses or Forestry Uses.

Membership Club – A Membership Club shall be defined as a facility catering exclusively to members and their guests, which may be conducted outdoors and/or within permitted Structures for social and recreational purposes; the Golf Course may be owned and operated as a Membership Club.

Recreational Uses - Recreational Uses shall include, but are not limited to the use of land for golf, hiking, camping, horseback riding, snowshoeing, cross country skiing, conducting field trials, hunting, fishing, trapping, shooting with or without dogs, mounted foxhunting with hounds, and outdoor recreational activities that are not Commercial Uses.

Renewable Energy Facilities – Renewable Energy Facilities shall be defined as Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 6.8.*

Structure - Structure shall be defined as any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a garage, shed, Renewable Energy Facility, or Accessory Structure to the Golf Course.

Viewshed Protection Area – The Viewshed Protection Area shall be defined as the area shown on the drawing attached as Exhibit D hereto, to be kept open from visual obstruction to maintain the public viewshed to, from and across DeLavernge Hill, as further described in Section 6.5.

6. Restrictions Applicable to the Property. By this Conservation Easement, the Landowner agrees to restrictions that apply to the entire Property and additional restrictions that apply only to the Golf Open Space portion of the Property, as set forth in Section 6.8. The Landowner may take certain actions relating to the Property only after giving the Conservancy prior notice and/or obtaining the Conservancy's prior consent, as set forth in Section 7. The procedure for giving such notice and seeking such consent, and the standards governing the Conservancy's decision whether to grant or withhold such consent, are set forth in Section 7. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Section 6. All existing and new Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Landowner removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Landowner shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3. It is acknowledged that in order for the Resort Community to be constructed certain grading, utility and other construction activities associated therewith must occur within the Property and certain temporary access routes through the Property will be necessary during construction of the Resort

Community. Such activities and temporary access routes must be conducted in a manner consistent with the conservation values of this Conservation Easement.

6.1 Use of Property. Except as provided specifically herein, the Property shall be used solely for Golf Course and Membership Club Uses, Recreational Uses, Agricultural Uses, Forestry Uses, and limited educational uses that endeavor to educate community residents about the natural environment. The Property is hereby divided into three Open Space Preservation Areas as shown on the Conservation Easement Map attached as Exhibit B: (i) Natural Woodlands/Wetlands Open Space; (ii) Non-Golf Open Space; and (iii) Golf Open Space. The Natural Woodlands/Wetlands Area shall be used solely for forestry, hunting, passive Recreational Use and nature educational uses. The Non-Golf Open Space shall be used solely for agriculture, forestry, hunting, passive recreation and nature educational uses. The Golf Open Space shall be used as the Golf Course (which may be owned and/or operated as a Membership Club) or for Agricultural Use, Forestry Use, hunting, passive Recreational Use, and nature educational uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and, within the Golf Open Space area only, commercial golf course use. No Industrial Use of the Property is permitted and no institutional use of the Property is permitted, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.2 Town Open Space Requirement. This Conservation Easement is intended to fulfill the conservation easement requirement for the RDO District as set forth in Section 121-18.C(4) of the Zoning Law. The Zoning Law requires that, within the RDO District, at least 80% of the land proposed for development under a master development plan be protected as “open space” as defined in the Zoning Law. The Resort Community contains 669.9 acres and the minimum open space that must be preserved under the Zoning Law is 535.9 acres. The land to be preserved is subject to certain limitations on Structures and Improvements pursuant to Section 121-20.K of the Zoning Law and described in Section 6.4(b) herein. The Property includes a total of approximately 538.05 acres, approximately two acres in excess of the minimum requirement of the RDO District. This permits additional flexibility in locating structures within Building Envelope as described in Section 6.4(c) herein.

6.3 Footprint Area Coverage Limitations. No more than an aggregate Footprint Area of 20,000 square feet of the entire Property may be covered by roofed Structures.

6.4 Structures and Improvements.

6.4 (a) Structures and Improvements Permitted on the Property. No structures other than those listed in this Section 6 shall be permitted on the Property unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3. Permitted Structures and Improvements include those Structures and Improvements existing on the date of this Conservation Easement (which may be repaired, rebuilt and replaced at their current size and in their current locations), signs permitted by Section 6.7(e), fences permitted by Section 6.7(f), driveways, farm roads, woods roads, trails and paths, permitted by Section 6.7(g), and utilities, septic disposal systems and drainage ways permitted by Section 6.7(h), subject to the restrictions contained in this Conservation Easement. Other Improvements that are consistent with the conservation purposes of this Conservation Easement subject

to the above size and height limits may be permitted with the consent of the Conservancy pursuant to Section 7.2 and 7.3. All new Structures and Improvements located on the Property shall be sited at least 100 feet from any watercourse, pond or wetland, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3. The Height of any Structure on the Property shall not exceed 20 feet. Notwithstanding the foregoing or anything in this Conservation Easement to the contrary (i) the construction of all Structures and Improvements on the Property shown on the Approved Master Development Plan shall be permitted, but shall require prior notice to the Conservancy pursuant to Section 7.1., and (ii) the construction of all Structures and Improvements on the Property not shown on the Approved Master Development Plan shall require prior approval by the Conservancy pursuant to Section 7.2.

6.4 (b) Structures and Improvements Permitted outside of the Building Envelope. Except within the Building Envelope, no Structures or Improvements shall be permitted other than (i) those specifically used for agricultural purposes and (ii) non-agricultural structures not exceeding 20 feet in Height and 200 square feet in Footprint Area per Structure, including open-sided roofed “lean-tos”, picnic shelters and pavilions, picnic tables and benches, charcoal cooking grills, fire pits or rings and similar Structures commonly associated with outdoor picnicking and camping; wildlife stands, nests and “blinds” for wildlife observation or hunting; raised walkways and/or boardwalks to provide access to areas where the ground is not suited for trail purposes. The construction outside of the Building Envelope of all Structures and Improvements not shown on the Approved Master Development Plan shall require prior approval by the Conservancy pursuant to Section 7.2.

6.4 (c) Structures and Improvements Permitted Solely within the Building Envelope. No Structures or Improvements other than those listed in this Section 6.4 (c) or Section 6.5(b) shall be permitted within the Building Envelope. Permitted Structures and Improvements within the Building Envelope include Golf Course Structures such as comfort stations, sewer lift station buildings, open-sided roofed “lean-tos”, picnic shelters and pavilions, picnic tables and benches, charcoal cooking grills, fire pits or rings and similar Structures commonly associated with outdoor picnicking and camping; wildlife stands, nests and “blinds” for wildlife observation or hunting; raised walkways and/or boardwalks to provide access to areas where the ground is not suited for trail purposes; and other Structures less than 900 square feet in Footprint Area per Structure, including but not limited to sheds, run-in sheds and other animal shelters, tree houses, and gazebos, parking areas and driveways for the Winery Restaurant/Vineyard Cottages, and those improvements within the Artisan’s Park Overlook identified in Section 6.5(b). Any change to the location of the Building Envelope shall require the prior approval by the Conservancy pursuant to Section 7.2.

6.5 Viewshed Protection Area and Artisan’s Park Overlook.

6.5 (a) Viewshed Protection Area. Except as permitted under Section 6.5(b) as part of the Artisan's Park Overlook, no berms, vegetation, walls, fencing, or other Structures or Improvements that will impair the scenic view to, from and across the hairpin turn along Route 44 and from the Artisan's Park Overlook shall be permitted in the Viewshed Protection Area shown on Exhibit B attached hereto. Grapevines may be permitted as long as they do not impair the view. Planting of vegetation and the construction of Structures or Improvements within the Viewshed Protection Area shall require the prior consent of the Conservancy pursuant to Section 7.2. The Conservancy shall retain the right, but not the obligation, to remove natural vegetation or mow the area within the Viewshed Protection Area should it require mowing to ensure that the scenic view from public vantage points remains open.

6.5 (b) Artisan's Park Overlook. A gravel access driveway and parking area, with one paved handicapped parking spot, a stone paver pedestrian path to the viewing area, stone boulder seating, a wood farm-style gate, landscaping with grasses and wildflowers shall be permitted within the Artisan's Park Overlook, located within the Viewshed Protection Area. There shall be no lighting at the Artisan's Park Overlook. The Artisan's Park Overlook shall be accessible to the public pursuant to a public access easement agreement with the Town.

6.6 Prevention of Encroachments from Adjacent Development. There shall be no disturbance or encroachment on the Property by construction equipment and no impacts to vegetation, root systems, wetlands, forested areas, or viewsheds during the construction phase (except within the Golf Open Space area and any other areas identified in the Approved Master Development Plan). Because of the close proximity of residential lots to portions of the Property, the Landowner agrees to use best efforts to inform all residents of such residential lots of the boundaries of the Property and the restrictions of this Conservation Easement. To help facilitate monitoring the boundaries of the Property, the Landowner shall be responsible for the permanent placement and maintenance of open space boundary markers at specified intervals along the boundaries of the Property (50-100 feet). Markers shall be placed before any construction begins along those boundaries that abut areas approved for development under the Approved Master Development Plan. Boundary markers shall be permanently maintained, repaired and replaced. Notwithstanding the provisions of Section 12.3, as long as the Property is under the control of an entity that is affiliated with the residential component of the Resort Community, the Landowner shall be fully liable for any violations of this Conservation Easement caused by a resident of a lot in the Resort Community or such resident's guest or pet.

6.7 Additional Restrictions Applicable to the Property.

6.7 (a) Vehicles. No motorized (gas, electric battery or otherwise) vehicles shall be permitted on the Property except within the Golf Open Space in conjunction with and incidental to other permitted activities, or as otherwise needed for emergencies, and for security, operation, maintenance and/or the Conservancy's stewardship/monitoring of the Property.

6.7 (b) Plant and Animal Populations. There shall be no disturbance of plant and animal populations and/or their habitat except within the Golf Open Space, along identified trails, as otherwise permitted under the Habitat Management Plan approved as part of the Approved Master Development Plan, or as otherwise permitted by this Conservation Easement or approved by the Conservancy.

6.7 (c) Agriculture and Direct Farm Markets. In the event that the Golf Open Space ceases to be used as the Golf Course and is converted to active farmland following best practices established by the Natural Resources Conservation Service or any successor agency of the federal government, with the prior consent of the Conservancy pursuant to Section 7.2 and 7.3, Direct Farm Markets may be permitted along Route 22, provided that they have a display area no greater than 1000 square feet in footprint area and 25 feet in Height.

6.7 (d) Renewable Energy Facilities. Facilities for the generation of energy from renewable resources for non-Commercial Use on the Property, may be built, provided that the design, location, size, Height and output of any such facilities shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3, and further provided that such Structures conform with federal, state and local laws. With the Conservancy's prior consent, excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

6.7 (e) Signs. No signs shall be permitted except to state the name and/or address of the Property, to advertise an on-site activity permitted by this Conservation Easement including the Golf Course, to advertise the Property for sale or rent, to mark golf cart paths and driveways within the Golf Open Space area, to provide wayfinding information, to identify the Resort Community, to educate the public as to the ecology of the area, to post the Property to control unauthorized entry or use, and to announce that the Property is subject to this Conservation Easement, which may include a description of the Conservancy and the terms and restrictions of this Conservation Easement. Such signs shall be of professional quality and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property. Display of billboards, signs or advertisements is prohibited. Other signs not listed above and consistent with the conservation purposes of this Conservation Easement shall require prior review and approval by the Conservancy, in writing, as provided in Sections 7.2 and 7.3.

6.7 (f) Fences and Stone Walls. Customary fences such as wire, board or post and rail, other fencing and stone walls, not to exceed five (5) feet in height that do not impair the public views of the Property from public roads, or the Artisan's Park Overlook, may be erected, repaired or replaced. Any other types of fencing shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.7 (g) Driveways, Farm Roads, Woods Roads, Trails and Paths. Driveways, farm roads, woods roads, trails and paths (for nature education and outdoor recreation purposes) may be located and maintained on the Property without the prior consent of the Conservancy provided that they are constructed and located in a manner which is compatible with the permitted uses of the Property and conservation purposes of this

Conservation Easement, and which minimizes erosion and adverse effect on scenic landscape quality. Trails shall be located to the extent practicable in the path of a trail or woods road existing on the date of this Conservation Easement. The width of the area cleared and improved for the trail shall not exceed that which is necessary for pedestrian or equestrian use. The trail shall be otherwise installed in a manner to avoid unnecessary tree removal, grading or other land disturbance. The construction of driveways to the Artisan's Park Overlook, Vineyard Cottages and Winery Restaurant shall require prior notice to the Conservancy pursuant to Section 7.1. The construction of any other driveways shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. No driveways or roads, except for farm roads or woods roads, shall be constructed that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement, except to access the Vineyard Cottages and Winery Restaurant, with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Paving driveways, farm roads and woods roads, or trails, shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3 upon showing that paving is necessary to correct, control or prevent erosion.

6.7 (h) Utilities, Septic Disposal Systems and Drainage Ways. Utilities, including underground water supply wells, underground water mains and lines, underground sewage disposal mains and lines and drainage ways, shall be permitted within the Property pursuant to the Approved Master Development Plan, provided that they are constructed and located in a manner which is compatible with the permitted uses of the Property and conservation purposes of this Conservation Easement and which minimizes erosion and adverse effects on scenic and environmental landscape quality. Utility lines serving permitted Structures shall be installed underground where feasible. Except to the extent permitted under the Approved Master Development Plan, any utilities, on-site septic disposal systems, and drainage ways shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Any permitted on-site septic disposal system shall be maintained in good repair and proper operating condition.

6.7 (i) Lighting. There shall be no exterior lighting on the Property, except at the Golf Course comfort stations or unless otherwise necessary for safety reasons. All other exterior lighting shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Lighting shall not result in glare visible from public vantage points or which is inconsistent with the rural character or the natural environment.

6.7 (j) Exterior Appearance. No construction, improvement, repair or replacement of a Structure or other alteration of the Property shall be constructed or performed in a manner inconsistent with the scenic preservation and conservation purposes of this Conservation Easement.

6.7 (k) Landscape and Screening. Changes to the landscape and existing site features shall minimize disturbance of mature trees, rock outcroppings, watercourses, and other significant natural features to the maximum extent practicable. The Landowner shall preserve and maintain topography, vegetation and terrain as required by the Approved Master Development Plan. Except in accordance with the Approved Master Development

Plan, no re-grading of topography shall be permitted except within the Golf Open Space, or for permitted Structures and Improvements permitted by Section 6.4, and for trails permitted by Section 6.7(g).. The Landowner shall not plant or manage trees, shrubs and other vegetation along or at the public road frontage in such an arrangement that would materially impair the scenic views of the Property from public roads. Except in accordance with the Approved Master Development Plan, any substantial alteration to the topography or landscape features of the Property, shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Except in accordance with the Approved Master Development Plan, no new berms shall be created that impair the scenic view from public roads, and existing berms located along Route 44 shall not be increased in size or height without the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.7 (l) Chemicals. No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions.

6.7 (m) Dumping of Waste. No dumping, disposal, storage or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be allowed on the Property, except that which is generated by activities permitted by this Conservation Easement and then only in accordance with applicable law and in a manner that is consistent with the conservation purposes of this Conservation Easement. In addition, one or more communal compost areas and a Golf Course maintenance landscape debris/mulch area(s) are permitted.

6.7 (n) Clearing of Trees and Vegetation. Except as otherwise provided under Section 6.7(n), Section 6.7(q), and Section 6.8(b) herein, all clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property except as follows:

- (i) **Permitted Removal of Trees.** Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 6, as permitted under the Approved Master Development Plan, and as designated under the Town approved Habitat Management Plan. Except in accordance with the Approved Master Development Plan, clearing of trees in connection with the construction of permitted Structures and Improvements shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.
- (ii) **Clearing with Prior Consent.** Should the Golf Open Space cease to be used as a golf course and be converted into a farm, open spaces for agriculture may be created with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. If areas of the Property become overgrown in a manner that impairs

important public viewsheds, trees may be cleared with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

- (iii) **Commercial Forestry.** Commercial Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. All commercial Forestry Uses shall be conducted in accordance with a forestry management plan approved by the Conservancy. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies); and (3) (if applicable) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).
- (iv) **Golf Open Space Tree Clearing.** Restrictions on tree and vegetation removal in the Golf Open Space are contained in Section 6.8(b).

6.7 (o) Mining, Excavation, Transmission Lines, Pipelines and Landfills. There shall be no surface or subsurface mining or quarrying on the Property. The Landowner may utilize sand and gravel on the Property solely for use on the Property provided such use has limited, localized impact on the Property and provided such use is not irretrievably destructive of significant conservation interests. No wireless telecommunications towers or associated antennas may be placed on the Property, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines and storm water drainage pipes which provide service to the Structures and Improvements of the Resort Community, including those allowed on the Property by this Conservation Easement. There shall be no filling, excavation, dredging, removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land, except in accordance with the Approved Master Development Plan.

6.7 (p) Waterways. No waterways on the Property shall be polluted by sedimentation, siltation, agricultural run-off or otherwise by action of the Landowner. This does not preclude sound agricultural and golf course practices. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) within 100 feet of any existing pond, stream, or wetland, shall be permitted, except as may be permitted under the Approved Master Development Plan, and in all other cases, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Construction of new ponds or lakes shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. The Conservancy acknowledges and agrees that: (i) water will be extracted to irrigate the Golf

Course; and (ii) the treated effluent from wastewater treatment facilities serving the Golf Course and Resort Community may be discharged onto the golf course for irrigation purposes. During construction of the Resort Community, the Landowner will adhere to New York State Department of Environmental Conservation requirements regarding sedimentation and erosion control and will adhere to an approved Storm Water Pollution Prevention Plan. Buffers required by the Approved Master Development Plan, and by applicable federal, state and local laws and rules, orders and regulations, shall be maintained for all waters or wetlands located on the Property.

6.7 (q) Riparian Buffer. As used herein, “Riparian Buffer” shall mean that part of the Property that lies within, or within 100 feet of, the area between the banks of any permanent or intermittent watercourse or pond, (excluding manmade storm water swales not fed by a spring, pond or other natural source) and any area that lies within, or within 100 feet of, any governmentally regulated wetland. There shall be no clearing, cutting or removal of live or dead trees, other clearing or removal of vegetation, clearing or removal of leaf litter or other natural detritus, or digging, earth movement or other alteration of the earth surface or topography within the Riparian Buffer, except within the Golf Open Space, and in accordance with the Approved Master Development Plan. The Landowner shall be responsible for ascertaining the boundaries of the Riparian Buffer, at the Landowner’s expense, in consultation with the Conservancy, before undertaking any action that is or may be prohibited in the Riparian Buffer. If the banks of a water course are not clearly defined, then the Conservancy, shall, in its reasonable discretion, establish the location of such banks upon request by the Landowner, relying on available topographic and other maps and information and field observation.

6.7 (r) Soil Erosion and Sedimentation Control. All activity on the Property shall be conducted so as to avoid the occurrence of soil erosion and sedimentation into streams or other water courses or waterbodies. Without limitation of the foregoing, the Landowner and the Conservancy shall, in identifying practices that will prevent soil erosion and sedimentation, refer to the approved Stormwater Pollution Prevention Plan for the Resort Community; the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-15-002; the New York State Stormwater Management Design Manual, dated January, 2015; and the New York Standards and Specifications for Erosion and Sediment Controls, dated August, 2005.

6.7 (s) Subdivision. The Property is comprised of nine (9) separate subdivided lots. There shall be no further legal division, subdivision or partition of the Property for any purpose, except that the Golf Course may be located on a separate, subdivided parcel. Lot line adjustments which do not create building lots are permitted with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the Footprint Area or character of Structures permitted by this Conservation Easement.

6.7 (t) Inclusion of Property’s Land Area for Density Purposes. Notwithstanding any contrary provision of this Conservation Easement, the Property may

be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot and bulk requirements, or open space requirements under otherwise applicable laws, regulations or ordinances controlling zoning and land use. If permitted under applicable law, the development rights which have been encumbered or extinguished by this Conservation Easement may be transferred to any other lands pursuant to the Approved Master Development Plan

6.7 (u) Rights Retained by the Landowner. Notwithstanding any provision of this Conservation Easement, Landowner reserves for itself and its successors in interest with respect to the Property, all rights as fee owner of the Property, including the right to use the Property for all purposes permitted and/or required by the Approved Master Development Plan except as such rights may expressly be limited by this Conservation Easement. In addition, the Landowner reserves the following specific rights:

- (i) The right to use, maintain, repair and/or renovate the Golf Course, including but not limited to golf fairways, greens and areas of play, cart paths, pavilions, storm water management basins and appurtenances and facilities, and other utility facilities serving the Golf Course and/or Resort Community.
- (ii) The right, at the Landowner's expense, to construct, use, operate, maintain, repair, and/or renovate a trail system for passive pedestrian (walking, hiking, snow shoeing, cross country skiing) and/or equestrian use, with related user facilities and amenities, in accordance with the Approved Master Development Plan (the "Trails") for passive recreational purposes, and to construct additional Trails from time to time, as approved in advance by the Conservancy, which approval shall not be unreasonably withheld, delayed, or conditioned. The Trails shall be no wider than ten (10) feet in width and shall be constructed of a natural and permeable surface. Furthermore, the Trails shall be constructed so as to minimize adverse impacts to conservation values and minimize disturbance to surrounding vegetation and shall take into account the topography of the Property. Golf carts are permitted on all portions of the Trails that also serve as a golf cart path.
- (iii) Subject to Sections 6.3 and 6.4, and with the prior consent of the Conservancy pursuant to Section 7.2 and 7.3, the right to construct, use, operate, maintain, repair, and/or renovate equestrian or agricultural fencing, barns/sheds, community gardens and gardening sheds at potential community garden areas. Any such Structures shall be limited to the total Footprint Area set forth in Section 6.3.
- (iv) The right to remove non-native trees and vegetation on the Property, and remove native trees and vegetation in order to preserve the conservation values of the Property, in accordance with all applicable federal, state and local laws, rules, orders and regulations.
- (v) The right to control vehicular, pedestrian and other public and private access to the Property, except such access as is specifically granted to the Conservancy

by this Conservation Easement for purposes of monitoring compliance with this Conservation Easement. No right of access to the general public to any portion of the Property is conveyed or granted by this Conservation Easement.

6.8 Additional Restrictions Applicable to the Golf Open Space Area.

6.8 (a) Golf Course Improvement and Maintenance. Improvements to, and maintenance, repair, renovation and replacement, of the Golf Course or any portion thereof may be performed by the Landowner at any time provided that the Landowner has obtained all permits and/or approvals required under applicable law. Stone walls may be maintained and/or restored subject to Section 6.7(f) herein. The Landowner shall have the right to use, maintain, repair and/or renovate the Golf Course, including but not limited to the golf fairways, greens, rough, trails, and areas of play, cart paths, pavilions, storm water management basins and appurtenances and facilities, and other utility facilities serving the Golf Course and/or Resort Community.

6.8 (b) Tree and Vegetation Removal and Planting within the Golf Course. Tree and vegetation planting to maintain the playability or improve the attractiveness of the Golf Course is allowed as long as it does not materially impair the scenic view of the Property from public vantage points, including but not limited to the Viewshed Protection Area as described in Section 6.5, and along NYS Routes 22 and 44. The pruning, cutting or removal of trees and/or woodland under-story vegetation shall be prohibited except under the following conditions:

- (i) Non-native invasive species, trees, and under story-vegetation which are fallen, dead, diseased, damaged or pose a danger to public health, safety and welfare, including but not limited to users of the Golf Course, may be cut and/or removed, but not within any buffer area around a designated wetland or natural watercourse; and
- (ii) Trees and under-story vegetation may be selectively cut and/or removed to maintain trails, roads, walkways, and the Golf Course play areas including fairways, greens, tee boxes, sand traps, waste bunkers, area in the rough, and other areas which are an integral part of the Golf Course, and/or to maintain views. With prior written approval of the Conservancy, trees and under-story vegetation may be cut and/or removed for the clearing of new trail(s) and opening of views.

6.8 (c) Managerial Control Retained by Owner. Nothing in this Conservation Easement shall be construed as giving rise to any right or ability of the Conservancy to exercise physical or managerial control over day-to-day operations of the Golf Course.

6.8 (d) Golf Course Environmental Practices. The Landowner shall, in the improvement, alteration, maintenance and operation of the Golf Course and permitted Golf Course Structures, use and apply the best environmental practices then prevailing in the golf industry, as the same may evolve. In determining compliance with the foregoing, the parties agree to refer, for the determination of such practices, to standards compiled by

organizations recognized as reputable in the industry, such as the Golf Course Superintendents Association of America, as such standards may be amended and updated from time to time, and/or Audubon International certification program standards. By way of example but not limitation, the parties would refer, in interpretation of this obligation, to the publication “Environmental Principles for Golf Courses in the United States” adopted by the Golf Course Superintendents Association of America and other organizations and, as to Golf Course management practices related to tournament events, to the publication “PGA Tour Agronomy Tournament Preparation Handbook”; as such publications may be updated from time to time. In addition to these standards, practices, publications and updates, the Landowner shall (i) maintain records relating to the maintenance and management of the Property and provide them to Conservancy promptly upon reasonable request and (ii) furnish at the Landowner’s expense an annual monitoring report, reasonably satisfactory to the Conservancy, on the ecological condition and management of the Property prepared by an independent professional who is qualified to perform such monitoring and reporting, including but not limited to periodic confirmation reports from Audubon International confirming compliance with its Signature Program.

6.8 (e) Abandonment of Golf Course Use. In the event that the Golf Open Space ceases to be used, or maintained for future use, as a Golf Course for five (5) consecutive years, as determined by the Conservancy, it shall be deemed to become part of the Natural Woodlands/Wetlands Open Space area and/or Non-Golf Open Space area, and the restrictions applicable to these areas shall apply unless otherwise permitted by the Conservancy pursuant to Sections 7.2 and 7.3.

7. Notice to Conservancy and Required Prior Consent.

7.1 Notice. In order to facilitate the monitoring of this Conservation Easement, the Landowner shall give the Conservancy at least 35 days’ prior written notice before commencement of any site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement, or any significant landscape alteration, including any such activities occurring on the Property in support of construction occurring outside of the Property; provided, however, that the Landowner shall only be required to give the Conservancy one general notice in advance of commencing the construction of the Resort Community in accordance with the Approved Master Development Plan. Prior to any activity with respect to which notice to, or consent of, the Conservancy is required under this Conservation Easement, the Landowner shall submit sufficient information to enable the Conservancy to make an informed determination as to whether such activity is permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or on-site physical marking of the boundaries of the proposed Structure or Improvement.

7.2 Required Prior Consent and Procedure for Requesting Consent. In addition to the notice requirements of Section 7.1, the prior written consent of the Conservancy is required for actions where this Conservation Easement requires the Conservancy’s consent. To request the written consent of the Conservancy, the Landowner shall submit plans and/or a description of [his/her/its] proposal. Such submission shall contain sufficient information to enable the Conservancy to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Conservation Easement. The Landowner shall

reimburse the Conservancy for reasonable costs incurred in connection with review of any proposals. The Conservancy may waive review of and consent to any Structure, Improvement or alteration, which it deems to be insubstantial.

7.3 Standards and Timetable for the Conservancy's Decision. Where the Conservancy's written consent is required, the Conservancy shall grant or withhold its consent in writing within 35 days of receipt of the Landowner's request for consent accompanied by plans and other materials the Conservancy reasonably deems sufficient for its review. The Conservancy may withhold consent only upon a reasonable determination by the Conservancy that the Landowner's proposal would be inconsistent with the purposes or specific provisions of this Conservation Easement. The Conservancy may grant its consent subject to reasonable conditions which must be satisfied. If the Conservancy fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Landowner consents to a longer period of time for review by the Conservancy. The activity for which consent is required shall conform in all material respects to the proposal that receives the consent of the Conservancy.

8. Conservancy's Remedies for Violation of Conservation Easement.

8.1 Notice of Violation; Corrective Action. If the Conservancy determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Conservancy shall give written notice to the Landowner of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Conservancy.

8.2 Injunctive Relief. If the Landowner fails to cure the violation within 30 days after receipt of notice thereof from the Conservancy, or under circumstances where the violation cannot reasonably be cured within the 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, the Conservancy may bring an action at law or suit in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such an injury.

8.3 Damages. The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation purposes protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values, but not consequential, speculative, punitive or similar damages. Without limiting the Landowner's liability therefor, the Conservancy, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

8.4 Emergency Enforcement. If the Conservancy, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Conservancy may pursue its remedies under this

Section 8 without prior notice to the Landowner or without waiting for the period provided for cure to expire.

8.5 Scope of Relief. The Conservancy's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowner agrees that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 8.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

8.6 Costs of Enforcement. All reasonable costs and expenses incurred by the Conservancy in enforcing the terms of this Conservation Easement against the Landowner, shall be charged to, paid by and borne by the Landowner, including, without limitation, (i) costs to resolve a violation without commencing a legal action, (ii) costs of legal action, and (iii) costs of restoration necessitated by the Landowner's violation of the terms of this Conservation Easement. Notwithstanding the foregoing, the prevailing party in a judicial enforcement proceeding will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in that proceeding, including attorneys' fees and expenses.. If the Landowner does not pay costs billed to it and/or assessed against it by the Conservancy under any of the above circumstances in this Section 8.6, the Conservancy shall be entitled to recover such costs subject to collection by all lawful means for the collection of a debt under the laws of the State of New York.

8.7 Forbearance. Forbearance by the Conservancy to exercise its rights under this Conservation Easement in the event of any breach of any term by the Landowner shall not be deemed or construed to be a waiver by the Conservancy of such term or of any of the Conservancy's rights under this Conservation Easement or at law or in equity. No delay or omission by the Conservancy in the exercise of any right or remedy upon a breach by the Landowner shall impair such right or remedy or be construed as a waiver.

8.8 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, estoppel or prescription.

8.9 Effect of Lot Line Adjustment or Subdivision. After any lot line adjustment or subdivision of the Property permitted by Section 6.21 into parcels having differing ownership, references in this Section 8 to the Landowner shall mean any or all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

9. Amendment and Waiver.

9.1 Amendment. This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, as amended, and any regulations promulgated pursuant thereto. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law. The Landowner shall reimburse the Conservancy for reasonable costs incurred with respect to Landowner requests to amend this Conservation Easement. Such reasonable costs shall be set from time to time by the Conservancy's Board of Directors in accordance with the Conservancy's Conservation Easement Amendment Policy.

9.2 Waiver. The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation Easement's conservation purposes. Such waivers may not be granted to permit the construction of any residential Structure on the Property. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Conservation Easement. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy's Board of Directors approving such waivers shall be kept in the Conservancy's permanent file with this Conservation Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

10. Costs, Liabilities, Taxes and Environmental Compliance.

10.1 Owner to Pay Taxes and Assessments. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, and shall provide receipted tax bills or other evidence of payment to the Conservancy upon reasonable request. If an owner of the Property shall fail to pay any outstanding taxes or assessments against the Property when due, and shall thereafter fail to pay such outstanding taxes and assessments within 30 days after notice of such failure is given by the Conservancy, then the Conservancy may pay such taxes or assessments, and shall then be entitled to reimbursement by the Landowner. Each owner shall avoid the imposition of any liens that materially adversely affect the Conservancy's rights hereunder.

10.2 Representations and Warranties. The Landowner represents and warrants that:

10.2 (a) Legal and Financial Advice. The Landowner has received independent legal and financial advice regarding this Conservation Easement to the extent that the

Landowner has deemed necessary. The Landowner freely signs this Conservation Easement in order to accomplish its conservation purposes.

10.2 (b) Title. The Landowner is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages not subordinated to this Conservation Easement, and that the Conservancy shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Conservation Easement.

10.2 (c) Hazardous, etc., Materials. To the Landowner's knowledge, any handling, transportation, storage, treatment or use of any substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Conservation Easement has been in compliance with all applicable federal, state and local laws. To Landowner's knowledge, no deposit, disposal, or other release of any hazardous substance or toxic waste has occurred on or from the Property, except in accordance with applicable federal, state and local laws.

10.2 (d) Compliance. To the Landowner's knowledge, there are no current violations of federal, state and local laws, regulations and requirements applicable to the Property and its use.

10.2 (e) Litigation. To the Landowner's knowledge, there is no pending or threatened litigation in any way affecting, involving or relating to the Property.

10.2 (f) Proceedings or Investigations. To the Landowner's knowledge, no civil or criminal proceedings or investigations have been initiated at any time or are now pending, and no notices, demands, claims or orders have been received, arising out of any violation or alleged violation of any federal, state or local law, regulation or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

10.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, within the meaning of Title 42, Section 9601, et seq., of the United States Code (the Comprehensive Environmental Response, Compensation and Liability Act of 1980) as amended or other applicable law. The Landowner is solely responsible, and the Conservancy has no responsibility whatsoever, for the operation of the Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, such that: (a) it creates in the Conservancy the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act or any successor or related law; or (b) it creates in the Conservancy obligations or liabilities of a

person described in Title 42, Section 9607(a)(3) of the United States Code, or any successor or related law.

10.4 Hold Harmless. The Landowner shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, or requirement, including, without limitation, environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (c) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement; and (d) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. In the event any claim is asserted which may give rise to liability under the foregoing indemnity: (a) the Conservancy shall give the Landowner prompt notice thereof; (b) the Landowner may defend the same with counsel selected by the Landowner, subject to the Conservancy’s reasonable approval; (c) the Conservancy shall cooperate with the Landowner in the defense thereof; and (d) the Conservancy shall not settle any such claim without having received the Landowner’s prior written consent therefor. The term “environmental laws” includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

10.5 Indemnification in Case of Project Failure: In the event that Landowner is unable to complete the Improvements in the Golf Open Space in accordance with the Approved Master Development Plan (including but not limited to completion of all grading and revegetating activities) within sixty (60) months of the execution of this Conservation Easement, Landowner agrees to restore the Property to the condition it was in prior to the commencement of site alterations. If Landowner does not complete such restoration within twelve (12) months after commencement, Landowner agrees to allow DLC to enter the Property and perform such work and to reimburse DLC for the reasonable cost of such work. In the event that Landowner no longer exists as a business entity, Landowner agrees that such costs will be borne by any successor in title, including but not limited to a purchaser or other transferee of the property, a homeowners association, bankruptcy trustee, receiver, purchaser of tax title, Dutchess County if it takes the Property for failure to pay taxes, or any other person or successor ownership entity. This provision shall remain in effect regardless of any action taken by the Landowner or Town to change the nature of the proposed development project or its municipal approval status.

11. Sale, Transfer and Subdivision of the Property.

11.1 Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including, without limitation, any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: “This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement dated 2015 and recorded in the Dutchess County Clerk’s Office on _____, 2015 at Document # _____.” The failure to include such language shall not affect the validity or applicability of this Conservation Easement. Any such conveyance of any portion of the Property shall, if applicable, also include a provision limiting permitted Footprint Area in accordance with this Conservation Easement. Such provision shall be approved by the Conservancy pursuant to Section 11.6.

11.2 Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Conservancy in an amount as shall be determined from time to time by the Conservancy’s Board of Directors but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Conservation Easement. This fee is in recognition of the Conservancy’s continuing obligation to monitor and enforce this Conservation Easement, to perform its responsibilities under the Conservation Easement and to otherwise further the Conservancy’s mission, all of which are believed to benefit the Property and its owners. The Landowner agrees to incorporate this requirement in the terms of any agreement of sale for all or any portion of the Property and to familiarize the buyer with such terms prior to the sale.

11.3 Conservation Easement Binding on Future Owners and Others. The provisions of this Conservation Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term “owner” shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

11.4 Discharge of Owner Upon Transfer. In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Conservation Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner’s period of ownership.

11.5 Notice and Effect of Lot Line Adjustment or Subdivision. Prior to any lot line adjustment or subdivision of the Property (permitted by the terms of this Conservation Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. After any such subdivision or lot line adjustment, this Conservation Easement shall be deemed to create separate conservation easements on each such parcel, references in this Conservation Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such

parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

12. Miscellaneous Provisions.

12.1 Assignment by Conservancy to Another Organization. This Conservation Easement may be assigned by the Conservancy by a written instrument duly executed by the Conservancy and recorded in the Dutchess County Clerk's Office, provided, however, that an assignment may be made only after at least 20 days' prior written notice to the owner or owners of the Property and only to a not-for-profit conservation organization (or, with the consent of the Landowner, a public body) within the meaning of Article 49, Title 3 of the Conservation Law that is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, and as a condition of transfer, agrees to uphold the conservation purposes of this Conservation Easement.

12.2 Rights and Obligations of the Town.

12.2 (a) Notice and Consultation.

- (i) In those instances where a notice or request for approval or waiver or other form of consent or permission is received by the Conservancy from the Landowner, the Conservancy shall forward such notice to the Town in writing at the address above within 5 business days of receipt by the Conservancy.
- (ii) If the Landowner seeks the Conservancy's consent to take an action under the Conservation Easement, the Town shall have 14 days from the date of notification to review the request and submit any concerns or objections in writing to the Conservancy. If requested, the Town shall have the opportunity to meet with the Conservancy's Chairman of the Board of Directors and President to present any written objections and to discuss any concerns or objections. The Conservancy shall consider the Town's comments in its deliberations.
- (iii) The consultative processes provided for in Section 12.2 (a)(ii) shall be in addition to any other rights the Town may have pursuant to this Conservation Easement or the law. Such processes shall not diminish any of those rights in any respect, including but not limited to the Town's third-party enforcement rights.

12.2 (b) Third Party Enforcement Rights.

- (i) The Conservancy, its successors and assigns, shall have an obligation to monitor and enforce this Conservation Easement. In recognition of the fact that the Town is approving a master development plan pursuant to the

Zoning Law that requires a qualified conservation easement over the Property, the Landowner and the Conservancy grant to the Town third party enforcement rights to enforce the terms of this Conservation Easement against any and all of the owners of the Property, or any part thereof, at law or in equity, including without limitation, pursuant to the Conservation Law.

- (ii) The terms of the Town's third party enforcement rights are as follows: In the event that the Town believes that the Conservancy has failed to carry out its monitoring responsibility or failed to enforce any of the terms of this Conservation Easement, the Town shall provide written notice to the Conservancy of said failure, with a copy to the Landowner. The Conservancy shall have 45 days to respond to said notice either by carrying out the monitoring or enforcement needs identified by the Town or explaining the Conservancy's monitoring and enforcement activities and/or interpretation of the Conservation Easement. If the Town still believes that a violation has occurred without enforcement or that monitoring needs are still unmet, the Town may monitor or inspect the Property and may enforce the terms of the Conservation Easement against the Landowner by action in a court of competent jurisdiction. In such instance, the Town shall notify the Conservancy and the Landowner by certified mail or by recognized national, over-night delivery service of its intent to monitor or exercise its enforcement rights at least 10 days prior to exercising such rights. Neither the 45-day nor the 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Conservation Easement. If a violation is determined to have occurred, the Landowner shall reimburse the Town for all expenses including reasonable attorneys' fees, incurred in enforcing this Conservation Easement and curing the violation.

12.2 (c) Rights Vest In the Town.

- (i) In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, for a period of more than three (3) months after notice by certified mail or by recognized national over-night, delivery service of that failure is delivered by the Town to the Conservancy at its last known address, then the Conservancy's rights and obligations under this Conservation Easement shall immediately vest in the Town. If the Conservancy were to remain in existence at the date at which its rights in this Conservation Easement were to become vested in the Town as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Conservation Easement in accordance with Article 49, Title 3, of the Conservation Law. If the Conservancy were not to be in existence at the date at which its rights

were thus to become vested in the Town, or if the Conservancy were to fail to execute such a requisite assignment, then the Town may compel such an assignment by appropriate action in a court of competent jurisdiction

- (ii) In the event the Conservancy's rights and obligations under this Conservation Easement vest in the Town, the Town shall obtain all the rights and obligations previously held by the Conservancy with respect to this Conservation Easement. In the event that the Town were to cease to exist or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, and no subsequent assignee of the Town's rights has been designated, then the Town (or its successor if it no longer exists) may compel such an assignment by appropriate action in a court of competent jurisdiction.

12.3 Acts Beyond the Landowner's Control. The Landowner and the Conservancy shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes, or by third parties whose presence on the Property has not been authorized by the Landowner or the Conservancy. The Conservancy may enter the Property to remedy any third-party violation that has not been remedied by the Landowner and may pursue all available legal and equitable remedies against such third-party violator, with reasonable prior notice to the Landowner and at the Conservancy's sole cost and expense.

12.4 Extinguishment of Development Rights. Except as otherwise provided in Section 6.7(t), the parties agree that all development rights that are prohibited by or inconsistent with this Conservation Easement are extinguished and cannot be used to transfer development rights to other land, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, or to calculate permissible density or lot yield for any other land not subject to this Conservation Easement.

12.5 Estoppel Certificates. Within 30 days after any request by the Landowner, the Conservancy shall execute and deliver to the Landowner any document, including an estoppel certificate, that may be requested by the Landowner which certifies, to the best of the Conservancy's knowledge, as to Landowner's compliance with any obligation of the Landowner contained in this Conservation Easement or otherwise evidence the status of this Conservation Easement. The Conservancy shall conduct a site inspection within 20 days of receipt of the Landowner's request for an estoppel certificate and the Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with the execution and delivery of an estoppel certificate or similar certification.

12.6 Communications. Any communication, notice, demand, request, consent, or approval that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier (or by such other

means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other. Notice shall be deemed given upon proof of receipt in the case of personal delivery and upon delivery in the case of first class mail, private courier or other means as agreed upon by the parties.

12.7 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effectuate the purposes of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement shall be favored over any interpretation that would render it invalid.

12.8 Severability. Invalidation of any provision of this Conservation Easement, by court judgment or order, statute or otherwise, shall not affect the validity of any other provisions, which shall be and remain in full force and effect.

12.9 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to the Landowner of any rights conveyed hereby.

12.10 Joint Obligations. The obligations imposed by this Conservation Easement upon multiple Landowners of the Property shall be joint and several.

12.11 Successors. The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs and assigns. All references to the Landowner shall include the above-named Landowner and [her/his/its] personal representatives, heirs, successors and assigns. All references to the Conservancy include the above-named Conservancy and its successors and assigns.

12.12 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

12.13 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

12.14 Subordination of Prior Mortgage. At the time of conveyance of this Conservation Easement, the Property is subject to the mortgage, recorded (date)_____, ____ in the Dutchess County Clerk's Office at Document #__ (the "Mortgage") to secure a loan payable to _____ (the "Lender"). The Lender joins in the execution of this Conservation Easement in order to consent to the Conservation Easement, and agree that the lien of the Mortgage is subject and subordinate

to this Conservation Easement. The Lender consents to the terms and intent of this Conservation Easement, and agrees that the lien represented by its mortgage is held subject to this Conservation Easement. The Lender agrees, for itself and its successors and assigns, to be bound by the restrictions in this Conservation Easement to the same extent as would occur if the mortgage had been recorded after the execution of this Conservation Easement and further agrees that its rights in the Property shall be subordinate to this Conservation Easement to the extent necessary to permit the Conservancy and its successors and assigns to enforce the purpose and restrictions in this Conservation Easement in perpetuity. The exercise of any rights of the Lender, including foreclosure or deed in lieu of foreclosure, shall not modify or extinguish this Conservation Easement. This Section shall not affect the priority of the related mortgage with respect to the proceeds of any sale, condemnation proceedings, insurance or to the leases, rents and profits of the Property, provided that if this Conservation Easement is extinguished pursuant to Section 13.5 below, the Conservancy shall receive its proportionate share of the proceeds resulting from any subsequent sale, exchange, or involuntary conversion as provided in Section 13.5, including any condemnation or insurance proceeds. Any lien that may be created by the exercise by the Conservancy (or by its permitted successors and assigns) of any of its rights under this Conservation Easement shall be junior to the Mortgage, except as provided in the preceding sentence. Upon request, the Conservancy agrees to subordinate its rights under this Conservation Easement to the proceeds, leases, rents and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except to the extent that the Conservancy is entitled to its proportionate share of proceeds as provided above. The priority of the exercise of any of the Conservancy's rights under this Conservation Easement prior to the creation of a mortgage shall not be affected thereby, nor shall this Conservation Easement be subordinated in any other respect. This provision shall survive extinguishment of the Conservation Easement.

13. Qualified Conservation Contribution Covenants.

13.1 Continuity. The Conservancy agrees that it will assign this Conservation Easement only to an assignee which agrees to continue to carry out the conservation purposes of this Conservation Easement. This Conservation Easement may only be assigned to an assignee which is a qualified organization as defined in Section 170(h) of the Internal Revenue Code, or any successor provisions then in effect, and the regulations thereunder. Any assignee other than a governmental unit must be an entity authorized to acquire and hold conservation easements under New York law, able to enforce this Conservation Easement, having purposes similar to those of the Conservancy which encompass those of this Conservation Easement.

13.2 Notice of Exercise of Certain Rights. The Landowner agrees to give the Conservancy written notice before exercising any right reserved hereby, the exercise of which may have a material adverse impact on the conservation interests of this Conservation Easement.

13.3 Inspection. The Conservancy, by its duly authorized representatives, shall have the right to enter the Property at reasonable times, in a reasonable manner, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

13.4 Economic Hardship. In making this grant, the Landowner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Landowner and the Conservancy that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to Section 13.5. In addition, the inability of the Landowner, or its heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

13.5 Extinguishment.

13.5 (a) Transfer and Valuation of Vested Interest. The Landowner and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the transfer to the Conservancy of a fully vested interest in the Property. The Landowner and the Conservancy agree that the value of the Conservancy's vested interest on the date of delivery of this Conservation Easement equals the amount by which the fair market value of the Property immediately prior to the delivery of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. To establish this value, Landowner shall, provide to the Conservancy, with the Baseline Documentation, a copy of the qualified appraisal used by the Landowner to substantiate the value of the interest transferred. For purposes of this Section the ratio of value of the restrictions to the value of the Property unencumbered by the restrictions shall remain constant, and the percentage interest of the Conservancy in the fair market value of the Property determined thereby shall remain constant.

13.5 (b) Involuntary Extinguishment. If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowner and the Conservancy agree to divide the proceeds, if any, in proportion to the fair market values of their interests in the Property as of the date of delivery of this Conservation Easement as provided in Section 13.5(a) above, unless the laws of New York provide that a greater amount shall be paid to the Conservancy. The division of proceeds shall be adjusted as appropriate by the value of Structures and Improvements made by the Landowner after the effective date of this Conservation Easement and the costs associated with the sale, exchange, or involuntary conversion. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

13.5 (c) Judicial Extinguishment Initiated by Landowner. If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowner or its successors, the Landowner shall pay to the Conservancy the greater of the amount specified in Section 13.5(b) and the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal. The cost of such appraisal shall be divided equally between the Landowner and the Conservancy. The

Conservancy may, in its sole discretion, waive the provisions of this Section 13.5(c) and value its proportionate share under Section 13.5(b).

13.5 (d) Recovery of Compensation for Vested Interest. If the Conservancy does not receive the entirety of its percentage interest from the proceeds of a post-extinguishment sale, exchange, or involuntary conversion pursuant to Sections 13.5(b) or 13.5(c) above, the Conservancy shall be entitled to recover such deficiency from the owner of the Property in whom title is held at the time of such post-extinguishment sale, exchange, or involuntary conversion, including from a mortgagee who has foreclosed and taken title.

13.5 (e) Post-Extinguishment Effect of this Section. In the event that this Conservation Easement is extinguished as provided in this Section 13.5, the provisions of this Section shall survive such extinguishment.

13.6 Merger. The Landowner and the Conservancy agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

13.7 Availability of Amount of Tax Benefits. The Conservancy makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to the Landowner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. The Conservancy makes no warranty, representation or other assurance regarding the value of this Conservation Easement. As to all of the foregoing, the Landowner is relying upon the Landowner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon the Conservancy or any legal counsel, accountant, financial advisor, appraiser or other consultant of the Conservancy. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving the Landowner or the Landowner's heirs, successors, or assigns or other similar matter, then the Conservancy shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by the Conservancy in responding or replying thereto.

13.8 Existing Conditions. This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing. In order to establish the present condition of the Property and its conservation purposes protected by this Conservation Easement so as to be able to monitor future uses of the Property and assure compliance with the terms hereof, the Conservancy has prepared, and Landowner has subscribed to, an inventory of the Property's relevant features and conditions (the "Baseline Documentation"). The Landowner and the Conservancy have certified the same as an accurate representation of the condition of the Property as of the date of this Conservation Easement, as required under Treasury Regulations at Title 26, Section 1.170A-14 of the Code of Federal Regulations. The Baseline Documentation may be used by the Conservancy to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by the Conservancy of other evidence to establish the condition of the Property

as of the date of this Conservation Easement. The Baseline Documentation is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

SILO RIDGE VENTURES PROPERTY A, LLC

By _____
Name:
Title:

DUTCHESS LAND CONSERVANCY, INC.

By _____
Rebecca E. C. Thornton
President

TOWN OF AMENIA

By _____
Victoria Perotti
Town of Amenia Supervisor

[The undersigned Lender joins in the execution of this instrument to evidence its agreement as provided in Section 12.13 of this instrument

[NAME OF LENDER]

By _____]

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2015 before me, the undersigned, personally appeared _____, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2015 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) **SS:**
COUNTY OF DUTCHESS)

On the ____ day of _____, in the year 2015 before me, the undersigned, personally appeared **Victoria Perotti**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____, in the year 2015 before me, the undersigned, personally appeared _____, 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 or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

DRAFT

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of Amenia, Dutchess County, New York, more particularly described as follows:

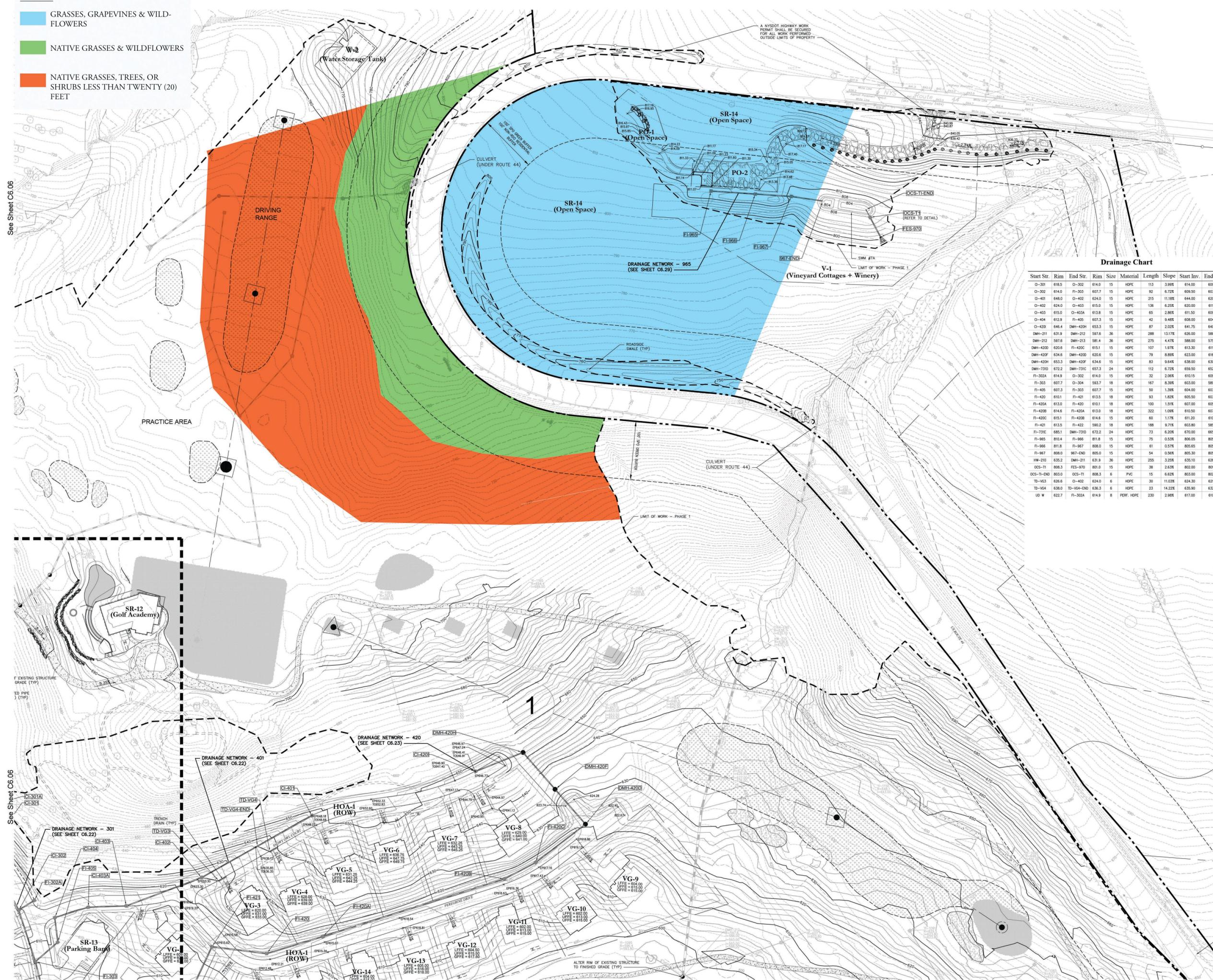
EXHIBIT B
Conservation Easement Map

[This map will show the division of the Property into three areas: a) Natural Woodlands/Wetlands Area, b) Non-Golf Open Space, and d) Golf Open Space and will include an area identified as Viewshed Protection Area.]

LEGEND

- GRASSES, GRAPEVINES & WILD-FLOWERS
- NATIVE GRASSES & WILDFLOWERS
- NATIVE GRASSES, TREES, OR SHRUBS LESS THAN TWENTY (20) FEET

See Sheet C6.06



Drainage Chart

Start Str.	Rim	End Str.	Rim	Size	Material	Length	Slope	Start Inv.	End Inv.
Q-301	618.5	Q-302	614.0	15	HDPE	113	3.99%	614.00	609.50
Q-401	614.0	Q-402	624.0	15	HDPE	92	6.72%	609.50	603.30
Q-402	624.0	Q-403	615.0	15	HDPE	215	11.18%	644.00	620.00
Q-403	615.0	Q-403A	613.8	15	HDPE	85	2.80%	611.50	609.65
Q-404	612.8	FI-405	607.3	15	HDPE	42	9.48%	608.00	604.00
Q-408	646.4	DMH-420H	653.3	15	HDPE	87	2.02%	641.75	640.00
DMH-211	631.9	DMH-212	597.6	36	HDPE	288	13.17%	626.00	588.00
DMH-212	597.6	DMH-213	581.4	36	HDPE	275	4.47%	588.00	575.70
DMH-420D	620.6	FI-420C	615.1	15	HDPE	107	1.97%	613.30	611.20
DMH-420F	634.6	DMH-420D	620.6	15	HDPE	79	8.89%	623.00	616.00
DMH-420H	653.3	DMH-420F	634.6	15	HDPE	83	9.64%	638.00	630.00
DMH-731D	672.2	DMH-731C	657.3	24	HDPE	112	6.72%	659.50	652.00
FI-302A	614.9	Q-302	614.0	15	HDPE	32	2.08%	610.15	609.50
FI-303	607.7	Q-304	598.7	18	HDPE	167	8.30%	603.00	586.00
FI-405	607.3	FI-303	607.7	15	HDPE	50	1.38%	604.00	603.30
FI-420	610.1	FI-421	613.5	18	HDPE	93	1.82%	605.50	603.80
FI-420A	613.0	FI-420	610.1	18	HDPE	100	1.51%	607.00	605.50
FI-420B	614.6	FI-420A	613.0	18	HDPE	322	1.09%	610.50	607.00
FI-420C	615.1	FI-420B	614.6	15	HDPE	60	1.17%	611.20	610.50
FI-421	613.5	FI-422	590.2	18	HDPE	188	9.71%	603.80	585.50
FI-731E	685.1	DMH-731D	672.2	24	HDPE	73	6.20%	670.00	665.50
FI-965	810.4	FI-966	811.8	15	HDPE	75	0.53%	806.05	805.65
FI-966	811.8	FI-967	808.0	15	HDPE	61	0.57%	805.65	805.30
FI-967	808.0	967-END	800.0	15	HDPE	54	0.98%	805.30	805.00
HW-210	635.2	DMH-211	631.9	36	HDPE	255	3.58%	635.10	636.80
QCS-T1	808.3	FES-970	801.0	15	HDPE	38	2.43%	802.00	801.00
QCS-T1-END	803.0	QCS-T1	808.3	6	PVC	15	6.62%	803.00	802.00
TD-VG3	626.6	Q-402	624.0	6	HDPE	30	11.03%	624.30	621.00
TD-VG4	638.0	TD-VG4-END	636.3	6	HDPE	23	14.22%	635.90	632.65
UD W	622.7	FI-302A	614.9	8	PERF. HDPE	230	2.98%	617.00	610.15

OWNER:
Silo Ridge Ventures, LLC
5021 Route 44
Amenia, New York 12501
845.373.8020

ARCHITECTS, PLANNERS, LANDSCAPE ARCHITECTS:
HART HOWERTON
10 East 40th Street New York, NY 10016
Tel: 212.683.5633 Fax: 212.481.3768
E-mail: NY@hartowerton.com

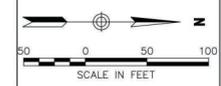
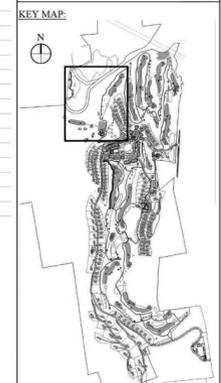
GOLF COURSE DESIGNERS:
FAZIO DESIGN
401 N. Main St., Ste. 400
Hendersonville, North Carolina 28792
828.693.0052 • FAX 828.693.0071

ENVIRONMENTAL PLANNING & CIVIL ENGINEERING:

VHB
Engineering, Surveying & Landscape Architecture, PC
Planning
Transportation
Land Development
Environmental Services
50 Main Street, Suite 360
White Plains, New York 10606
914.467.6600 • FAX 914.761.3759

WASTEWATER AND WATER DESIGN:
CEDARWOOD ENGINEERING SERVICES, PLLC
CIVIL & ENVIRONMENTAL ENGINEERING
8-12 Dietz St., Suite 303
Ossonge, NY 607.432.8073
248 Main St., PO Box 203
North Creek, NY 518.251.5160

PROJECT SURVEYOR:
Kirk K. Horton, Land Surveyor
NY's License No. 049954
9 Broadway
Amenia, New York 12501
845.373.7809



NO.	DATE	DESCRIPTION	BY	CHKD
3	PER TOWN COMMENTS	1/8/15	ACD	
2	PER TOWN COMMENTS	8/11/14	ACD	
1	PER TOWN COMMENTS	6/19/14	ACD	

Drawn by: **CMG** (checked by: **MB**)
 Date: **March 3, 2014**

Silo Ridge Resort Community
4651 Route 22
Amenia, New York

Site Plan - Phase 1

Not Issued for Construction

Grading and Drainage Plan 2

Drawing Number
C6.02
Sheet of
50
Project Number
29011.00

See Sheet C6.06

See Sheet C6.04

See Sheet C6.01

Legend

- CONSERVATION EASEMENT AREA
- BUILDING ENVELOPE



See Sheet PL3.02

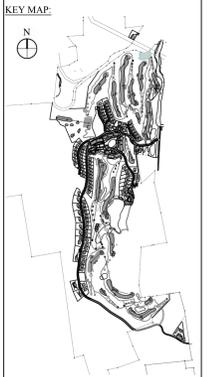
OWNER:
 Silo Ridge Ventures Property A, LLC
 5021 Route 44
 Amenia, New York 12501
 845.373.8020

ENVIRONMENTAL PLANNING & CIVIL
 ENGINEERING:



**Engineering, Surveying
 & Landscape Architecture, PC.**
 Planning
 Transportation
 Land Development
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 914.467.6600 • FAX 914.761.3759

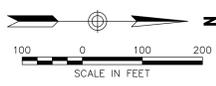
PROJECT SURVEYOR:
Kirk K. Horton, Land Surveyor
 NYS License No. 049954
 9 Broadway
 Amenia, New York 12501
 845.373.7809



2	PER CLIENT COMMENTS	4/15/15	MB
1	PER TOWN COMMENTS	2/26/15	MB
	Revision	Date	Prepared
Designed by	MB	Drawn by	DP
CAD checked by	MB	Approved by	ACD
Date	As Shown	Date	January 8, 2015

**Silo Ridge
 Field Club**
 4651 Route 22, Town of Amenia
 Dutchess County, New York
 Intended for
Preliminary Subdivision Plat

Not Issued for Construction
 Open Space Subdivision
 Plat 1



DRAFT

Sheet **PL3.01** of **2011 00-05 PLATS.DWG**
 Project Number
29011.00



Legend

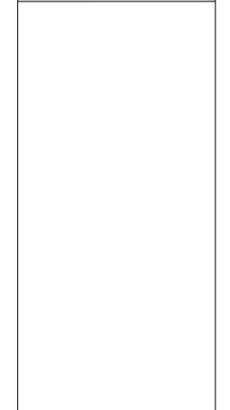
- CONSERVATION EASEMENT AREA
- BUILDING ENVELOPE

OWNER:
Silo Ridge Ventures Property A, LLC
5021 Route 44
Amenia, New York 12501
845.373.8020

ENVIRONMENTAL PLANNING & CIVIL ENGINEERING:

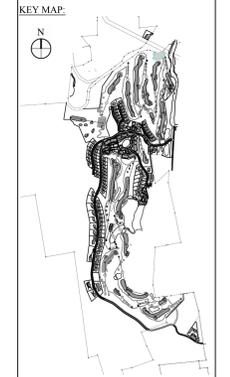
VHB
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Planning
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Environmental Services
50 Main Street, Suite 360
White Plains, New York 10606
914.467.6600 • FAX 914.761.3759

PROJECT SURVEYOR:
Kirk K. Horton, Land Surveyor
NYS License No. 049954
9 Broadway
Amenia, New York 12501
845.373.7809



See Sheet PL3.01

See Sheet PL3.03



NO.	DATE	DESCRIPTION	BY	CHKD.
2	4/15/15	PER CLIENT COMMENTS	MB	ACC
1	2/26/15	PER TOWN COMMENTS	MB	ACC
1	02/11/15	REVISION	MB	ACC

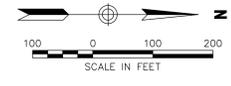
CAC checked by MB Drawn by JDP Checked by MBW
 Date As Shown Date January 8, 2015

Silo Ridge Field Club
4651 Route 22, Town of Amenia
Dutchess County, New York

Preliminary Subdivision Plat

Not Issued for Construction
Preliminary Title

Open Space Subdivision Plat 2



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Sheet **PL3.02** of **PL3.02**

Project Number **29011.00**

29011-00-05-PLATS.DWG



See Sheet PL3.02

Legend

- CONSERVATION EASEMENT AREA
- BUILDING ENVELOPE

Notes:

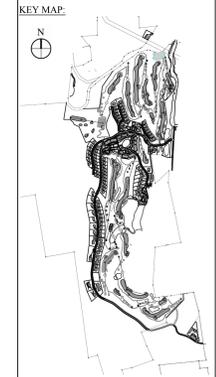
- PARCEL PD-1 WILL BE OWNED BY THE APPLICANT, OR ITS SUCCESSORS OR ASSIGNS, AND MAINTAINED BY THE MASTER HOA, SUBJECT TO A PUBLIC ACCESS EASEMENT.

OWNER:
Silo Ridge Ventures Property A, LLC
5021 Route 44
Amenia, New York 12501
845.373.8020

ENVIRONMENTAL PLANNING & CIVIL ENGINEERING:

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Planning
Transportation
Land Development
Environmental Services
50 Main Street, Suite 360
White Plains, New York 10606
914.467.6600 • FAX 914.761.3759

PROJECT SURVEYOR:
Kirk K. Horton, Land Surveyor
NYS License No. 049954
9 Broadway
Amenia, New York 12501
845.373.7809



2	PER CLIENT COMMENTS	4/7/15	AKB
1	PER TOWN COMMENTS	2/26/15	AKB
	Revision	DATE	REVISION
DESIGNED BY	MB	DRAWN BY	DP
CAD CHECKED BY	MB	APPROVED BY	ACD
DATE	As Shown	DATE	January 8, 2015

Silo Ridge Field Club
4651 Route 22, Town of Amenia
Dutchess County, New York

Issued for:
Preliminary Subdivision Plat

Not Issued for Construction

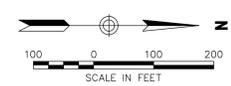
Open Space Subdivision Plat 3

Project Title

Sheet **PL3.03** of **PL3.03**

Project Number
29011.00

29011 00-05-PLATS.DWG



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