

APPENDIX 1

AGREEMENT IN PRINCIPLE

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September 5, 2007

Introduction

1. The State of New York, City of New York, Crossroad Ventures, LLC, Catskill Center for Conservation and Development, Natural Resources Defense Council, New York Public Interest Research Group, Riverkeeper, Inc., Theodore Gordon Flyfishers, Inc., Trout Unlimited, and Zen Environmental Studies Institute (the non-governmental organizations collectively referred to as the "Non-Governmental Organization") (and all the above entities collectively referred to as the "Parties") agree conceptually as follows:
2. More than nine million New Yorkers rely on the watershed of the New York City water supply system to provide a safe and reliable source of drinking water. The majority of this extremely valuable drinking water supply originates in the Catskill and Delaware Watersheds in Delaware, Greene, Ulster, Schoharie, and Sullivan Counties. The Parties recognize that safeguarding the water supply is a paramount concern.
3. Portions of the Catskill and Delaware Watersheds are within the Catskill Park, which includes lands of the State that are part of the State Forest Preserve. Such Forest Preserve lands are of special significance and must be forever kept as wild forest lands in accordance with Article XIV of the New York Constitution for the enjoyment of future generations of New Yorkers. In particular, the Big Indian – Beaverkill Range Wilderness Area and Slide Mountain – Panther Mountain Wilderness Area, taken together, represent the largest contiguous tract of wilderness in the Catskill Park.
4. The Catskill and Delaware Watersheds are home to many people, businesses and communities. The Parties recognize that the goals of drinking water protection and economic vitality within the watersheds can be achieved through the pursuit of environmentally sustainable economic activity, undertaken in a manner to maintain and enhance surface water quality and preserve and protect natural resources and the environment. For the Central Catskills, tourism is an important component of the local economy and, for over 50 years, the New York State Belleayre Mountain Ski Center has been a major and appropriate focus for such tourism.
5. Crossroads Ventures, LLC ("Crossroads") originally proposed a resort development project known as the Belleayre Resort at Catskill Park. A Draft Environmental Impact Statement ("DEIS") was prepared for such project and accepted on December 10, 2003 by the New York State Department of Environmental Conservation ("NYSDEC") as lead agency under the State Environmental Quality Review Act ("SEQRA").

6. The original project analyzed by the DEIS consisted of one economically integrated resort, impacting two non-contiguous assemblages of parcels, Big Indian Plateau and Wildacres, situated on approximately 1,960 acres of land owned by Crossroads. Both are located just south of New York Route 28, within the Catskill Park and the Catskill and Delaware Watersheds of the New York City water supply system.

7. The Big Indian Plateau is east of the Belleayre Mountain Ski Center, on approximately 1,242 acres of land in the Town of Shandaken, Ulster County, in the watershed of the Ashokan Reservoir, a reservoir within the Catskill Watershed, and in close proximity to the Big Indian – Beaverkill Range and Slide Mountain – Panther Mountain Wilderness Areas which are part of the State Forest Preserve.

8. Wildacres is west of the Belleayre Mountain Ski Center, on approximately 718 acres of land, including the former Highmount Ski Center, in the Town of Shandaken, Ulster County, and the Town of Middletown, Delaware County, in the watershed of the Pepacton Reservoir, a reservoir within the Delaware Watershed.

9. Crossroads also applied to NYSDEC for the permits required for the originally proposed project by the New York Environmental Conservation Law (“ECL”). The NYSDEC prepared draft permits for such project which, along with the DEIS, were subject to public notice and comment. An Issues Conference was convened on the DEIS and draft permits, and an Interim Decision of the Commissioner was issued on December 29, 2006. An Administrative Law Judge of the NYSDEC has scheduled an administrative adjudication of certain issues consistent with the Interim Decision of the Commissioner (“NYSDEC Adjudication”). On January 29, 2007, the Non-Governmental Organization (“NGO”) filed a motion for reconsideration of the decision of the Commissioner with respect to issues ruling 15 on community character. The motion has not been ruled upon.

10. The Parties are also parties to the NYSDEC Adjudication, and have negotiated in good faith to resolve their outstanding issues related to the originally proposed project for the Belleayre Resort at Catskill Park as identified in the DEIS and NYSDEC draft permits. In order to avoid or mitigate the environmental impacts of the originally proposed project, while still recognizing Crossroads’ concern for the economic viability of the project, the Parties have discussed a modified project and have reached agreement that this lower impact alternative is preferable. The governmental parties cannot give final approval until completion of the SEQRA process. In addition, the Parties recognize that agreement on this lower impact alternative will eliminate the inherent uncertainty of continuing the NYSDEC Adjudication, and the inevitable expense of time and resources associated with further administrative and legal proceedings. Therefore, consistent with and subject to the requirements of SEQRA and the Interim Decision of the Commissioner, the Parties agree that the modified project represents a new, lower impact, alternative which minimizes or avoids the potential for significant adverse environmental impacts identified by several of the Parties and others during the public comment period and

Issues Conference, and which the State has determined will provide significant economic benefits to the Central Catskills region.

11. This new lower impact alternative will be the subject of a supplemental draft environmental impact statement ("SDEIS") and undergo full opportunity for public review and comment.

12. The project is also subject to the regulatory jurisdiction and approval of the New York City Department of Environmental Protection ("NYCDEP"), the New York State Departments of Health and Transportation, the Ulster County Department of Health, the Towns of Shandaken and Middletown, the US Army Corps of Engineers and the Delaware River Basin Commission, among other agencies. The Parties are aware of no conflicts between the modified project, subject to the terms herein, and the regulatory standards, requirements and concerns of these other agencies. In particular, as explained further below, NYCDEP has reviewed the modified project attached hereto and has determined that a stormwater pollution prevention plan can be prepared for the modified project consistent with the Rules and Regulations for the Protection from Contamination, Degradation and Pollution of the New York City Water Supply and Its Sources ("Watershed Regulations"), 10 NYCRR Part 128, 15 RCNY Chapter 18. The Parties recognize that the State and local agencies referred to above are involved agencies pursuant to SEQRA and that, by operation of law, no agency can make a final decision on the modified project until NYSDEC, as lead agency, accepts the Final Environmental Impact Statement ("FEIS") and the time period in 6 NYCRR § 617.11(a) has passed and the agency has made a written findings statement.

Modified Project/Lower Impact Alternative

13. Supplemental Environmental Impact Statement. Crossroads will prepare, and submit to NYSDEC and the Parties, an SDEIS for the modified project as described below. The modified project to be proposed consists of several integrated components as described below.

14. Big Indian Plateau Development. Crossroads has entered into an agreement to sell 1,216.5 acres of its Big Indian Plateau property. As a result, Crossroads has decided to end its efforts to pursue the Big Indian Plateau development which is adjacent to existing State Forest Preserve lands. In particular, the Big Indian Resort and Spa, 18-hole golf course, and Belleayre Highlands development, will not be pursued in the SDEIS.

15. Modifications to Wildacres. Wildacres, including its hotel, resort components, golf course and detached lodging units, is proposed to be modified to reflect the lower impact alternative concepts of the Parties to minimize land disturbance and steep slope disturbance to the extent practicable. The layout and location of the golf course and related facilities and the location of the Octoplex lodging units are proposed to be substantially modified from the layout presented in the DEIS in order to avoid and/or minimize steep slope construction on slopes greater than 20%, and in freshwater wetlands, water courses and buffer areas. Consistent with sound golf course design practices, Crossroads will incorporate into the final golf course design, to the maximum

extent practicable, different construction treatments aimed at reducing erosion during construction.¹ None of the lodging units (exclusive of their access ways) will be constructed on slopes greater than 20%. The Parties acknowledge that the commitment by Crossroads to build lodging units only on slopes less than or equal to 20% will provide significant stormwater management benefits for this project. This commitment by Crossroads is an enhancement beyond current NYSDEC and NYCDEP regulatory standards for steep slope construction. The modified project also eliminates the 21-lot residential subdivision, "Highmount Estates," on the western portion of the site. The final design will be substantially consistent with Exhibit A of this Agreement in Principle, dated August 24, 2007, and entitled "WILDACRES RESORT." In preparing the final design, nothing in this Agreement will preclude Crossroads from adjusting the octoplex lodging unit configurations or footprints, in accordance with the narrative criteria set forth as Exhibit B to this Agreement in Principle, to accommodate site conditions or avoid construction on slopes greater than 20%, so long as the total residential lodging unit count does not exceed 139 units and the total hotel unit count does not exceed 250 units.

16. Highmount Spa. The Highmount Spa, lodge buildings and detached lodging units are proposed as a ski-in, ski-out resort adjacent to the former Highmount Ski Center. The Highmount Spa facilities, including roads and access ways, are proposed to be located to avoid and/or minimize land disturbance and steep slope construction on slopes greater than 20%, to the extent practicable. None of the 52 structures for the 60 individual or duplex lodging units (exclusive of their access ways) will be constructed on slopes greater than 20%. The design for each individual lodging unit located upslope of the development envelope shown on Exhibit C will include an on-site stormwater management practice located on slopes less than or equal to 20%. The design also proposes a ski lift and ski trails to create a connection to the Belleayre Mountain Ski Center. Only one ski trail is preferred and a second ski trail will be allowed only if necessary to satisfy skier safety protocols to be set forth in the unit management plan for the Belleayre Mountain Ski Center. The final design will be substantially consistent with Exhibit C of this Agreement in Principle, dated August 24, 2007, and entitled "HIGHMOUNT SPA RESORT." The configuration (shape and placement) of the Highmount Spa Hotel and East and

¹ These treatments include identifying areas of no vegetation or soil disturbance, areas of selective tree cutting and no soil disturbance, areas of tree clearing but not grubbing and filling with stone, areas of tree clearing, grubbing and grading, and areas of non-mechanized (hand) removal of trees without soil disturbance in and around permitted stream and wetland playover areas. In areas of concentrated play on the golf course such as tees, greens, fairways and inner roughs, essentially all of these areas will be cleared, grubbed and graded to varying degrees. The tee shot carries on many of the golf holes where there are steeper slopes between the tee boxes and the leading edge of the fairways and other flyover areas (e.g. holes 1, 10, 11 12, 13, 17 and 18) will receive the treatment whereby (a) trees may be cut and, if so, stumps are not grubbed, but instead are left in place to stabilize soils, and (b) the areas are then seeded or sodded. For the outer roughs, underbrush and small trees may be removed. Many large areas between holes will remain undisturbed.

West Lodges, as shown on Exhibit C, is conceptual and is not intended to limit the final design, provided these structures remain within the development envelope identified on Exhibit C, and the total unit count for the Highmount Spa Resort does not exceed 240 units. The total number of above-ground structures within the building envelope will not exceed four, and the total number of structures for individual units will not exceed 52. The final design will also be prepared in accordance with the narrative criteria set forth in Exhibit B.

17. Highmount Spa Access Roadway.

a. As depicted in Exhibit C, the modified project proposal for the Highmount Spa includes an access roadway (“Access Roadway”) for a series of single family lodging units in an area generally to the south of a structure identified as the “West Lodge.” The determinations by NYSDEC and NYCDEP regarding the Access Roadway will be based, in part, on the criteria listed below and the SEQRA process. The overall goal is to optimize the location of the Access Roadway so as to limit construction excavations and best manage stormwater. Further limits on the total exposure of excavated soils to erosion are presented in the Phasing Plan set forth as Exhibit D to this Agreement in Principle. The criteria applicable to the ultimate location of any approved Access Roadway are as follows:

- (i) limit construction and associated land disturbance to areas with slopes of 20% or less to the greatest possible extent, while balancing this attribute with the goals of minimizing the overall length of the Access Roadway and providing adequate space and appropriate locations for stormwater management practices;
- (ii) design and construct the Access Roadway to meet safety considerations and to maintain a final Access Roadway grade not to exceed 15%;
- (iii) design and implement the roadway so as to incorporate slope stabilization techniques, in both up-slope and down-slope areas, to limit the overall scope of necessary construction excavation and grading, focusing extensively on retaining walls (e.g., gabion walls, small or large block modular walls, bedrock retaining walls, and sta-walls) and to a lesser extent slope re-vegetation;
- (iv) locate and design the roadway so as to minimize the extent of cuts and fills;
- (v) design and implement stormwater and erosion and sediment controls so as to optimize the retention and treatment of stormwater at its source on the higher and flatter portions of the Highmount Spa site, without regard to the location of detached lodging units and so as to minimize the size and number of stormwater management facilities adjacent to the more steeply sloped portions of the roadway; and
- (vi) conservatively allocate sufficient space on benches along the slope for stormwater management practices to treat runoff from all disturbed areas.

b. These criteria will not prevent Crossroads from constructing up to ten individual lodging units along this Access Roadway as long as there remains, after road design and stormwater management design in accordance with the above criteria, sufficient area with slopes of 20% or less to accommodate such units. Any such additional lodging units may be built, if at all, only after stormwater management practices have been functioning for one year and NYSDEC and NYCDEP determine that such practices are providing the detention and treatment of stormwater that they were designed to achieve and that they will continue to do so if such additional lodging units are built.

c. Crossroads will provide to the NGO a copy of the road design, stormwater management design, and supporting data and information, consistent with the above criteria, and copies of any modifications to those designs or related supplemental information, at the time they are submitted to NYSDEC. NYSDEC and NYCDEP will consider any comments submitted by a technical consultant of the NGO concerning the road design and stormwater management design in connection with their review of the designs.

d. NYSDEC will issue, to the Parties, a preliminary draft construction activity stormwater permit or a preliminary permit denial. In the event that Crossroads and/or the NGO disputes that NYSDEC's preliminary determination is consistent with the above criteria or applicable laws, regulations, or guidance, Crossroads or the NGO may provide written notice to all the Parties to this Agreement in Principle that it is seeking an expedited review from the Executive Deputy Commissioner of NYSDEC. Such notice, which will identify the substantive issues of concern, will be sent within 14 days after Crossroads and the NGO receive NYSDEC's preliminary draft permit determination. Within 30 days of receipt of such written notice, the Parties will submit papers to the Executive Deputy Commissioner, and all other Parties to this Agreement, setting forth their position and all supporting documentation. The Parties may submit reply papers within 7 days following the close of the 30-day period. The Executive Deputy Commissioner will issue a determination within 15 days following the close of the 7-day period. The Parties agree to be bound by such determination and agree that such determination will not be subject to further administrative proceedings or judicial review provided, however, that such determination will not affect or diminish the regulatory authority of NYCDEP or the NYSDEC Commissioner.

18. Green Building Design. Including green building design elements into the construction and design of the modified project/lower impact alternative will reduce consumption of fossil fuels that contribute to global warming, minimize air pollution discharges and water usage associated with the project and reduce building operating costs over the long term. Accordingly, the Wildacres Resort, Highmount Spa and two Highmount multi-unit lodge buildings and all detached lodging units will be designed and constructed to green building specifications set forth by the United States Green Buildings Council in order to obtain certification under the Leadership in Energy and Environmental Design ("LEED") program, and Crossroads will seek

to obtain a LEED silver or higher rating for the Wildacres Resort, Highmount Spa and two Highmount multi-unit lodge buildings.

19. Organic Golf Course. The golf course at Wildacres will be managed as organic. The parties agree to certain principles and criteria for the organic management plan for the SDEIS and golf course operation as set forth below:

a. For the purposes of this Agreement, "organic golf course management" means operating and maintaining a course by using biological, cultural and mechanical practices that foster soil health, maintain biodiversity and the watershed ecology while ensuring playable golf course turf, without the use of synthetic chemicals (except as provided for pursuant to Exhibit E of this Agreement in Principle).

b. Organic management of the Wildacres Golf Course will be achieved and maintained by implementing a management approach that places on the site the fewest inputs necessary to provide a sustainable, high quality and nationally recognized golf course operation. To assure organic golf course operation at Wildacres, an annual Organic Management Plan will be developed, implemented and revised as necessary; a dynamic list of approved and prohibited substances will be complied with; and an Organic Golf Course Technical Review Committee will be established to oversee implementation of this paragraph and Exhibit E. The Exhibit sets forth implementation details for this paragraph.

c. Provisions for implementing the organic golf course management approach set forth in this agreement and Exhibit E will be incorporated into the Crossroads SPDES permit to be issued by the NYSDEC in connection with this project. Unless modified as provided for in subparagraphs d. and e. below, the operator will adhere to the provisions of this paragraph 19.

d. Following five years of Wildacres Golf Course operation pursuant to this Agreement, the operator may seek approval from the NYSDEC to modify the conditions of its SPDES permit relating to organic golf course operation, provided that the State or federal government or an independent certifying entity adopts and implements an organic golf course program substantially similar to the one set forth in this Agreement and that the operator applies for and receives certification of the Wildacres Golf Course as organic under such a program. In this event, the SPDES permit for the Crossroads project will be modified to incorporate the operator's commitment to continued participation in and compliance with the respective new State or federal or independent certifying program.

e. Following five years of Wildacres Golf Course operation pursuant to this Agreement, Crossroads may seek approval from the NYSDEC to discontinue organic golf course operation and to remove such requirement from its SPDES permit. Should such approval be sought, the NYSDEC will solicit the advice of the Organic Golf Course Technical Committee and will approve such request only if it finds that the operator has demonstrated to the NYSDEC's satisfaction that the operation of the Wildacres Golf Course as a high quality nationally

recognized golf course through organic management is infeasible under this provision and that the concerns raised by the operator cannot be adequately addressed through adjustments or modifications to the Organic Management Plan, as provided for in this Agreement and Exhibit E. In the event that NYSDEC finds that the operator has satisfied the above-described conditions for discontinuance of organic golf course operation under this provision, the NYSDEC will modify its SPDES permit for the Crossroads project and include a requirement that the operator implement a state-of-the-art Integrated Pest Management system for the Wildacres Golf Course that utilizes the fewest inputs necessary to provide a sustainable, high quality, nationally recognized golf course operation.

20. Stormwater Protocol.

a. The modified project plan includes a conceptual layout for stormwater management practices for the Highmount Spa and associated lodging units. The Parties recognize that this conceptual stormwater plan will be significantly enhanced, and the stormwater pollution prevention plan for the Wildacres Resort will be revised to reflect the modifications to that plan embodied in the attached layout, for the SDEIS. In particular, the stormwater plans included in the SDEIS will include, for both the Wildacres Resort and the Highmount Spa, at a minimum:

- (i) Detailed erosion and sediment control plans;
- (ii) Detailed phasing plans limiting the amount of disturbance at each site at any time substantially in accordance with the Phasing Plan developed by the Parties and set forth as Exhibit D;
- (iii) Plans for an independent monitor consistent with paragraph 21 of this Agreement in Principle.
- (iv) Detailed designs for operational stormwater management practices, to accommodate stormwater runoff from all disturbed areas, including the potential disturbance from a second ski trail as noted in paragraph 16 of this Agreement in Principle. Such designs will include an analysis of pre- and post-construction pollutant loads;
- (v) Plans and a schedule for maintenance of operational stormwater management practices.

b. In addition, the detailed plans for erosion and sediment controls and for operational stormwater management practices will follow the Stormwater Quantity and Quality Protocols developed by the Parties, dated August 24, 2007, and attached as Exhibit F to this Agreement in Principle. The design of the stormwater facilities at the Wildacres Resort will maximize the use of stormwater runoff for irrigation of the golf course, wherever practicable.

c. Prior to completing the analyses and modeling that will support the conclusions in the SDEIS concerning stormwater management (including, but not limited to, pre- and post-development pollutant loadings, and pre- and post-development stormwater quantities, and peak rates of runoff), Crossroads' consultant will meet with technical representatives of the City, the State, and a technical representative acting on behalf of the NGO to review and seek to agree upon the model assumptions and inputs.

d. In the event that the Crossroads' consultant and the technical representative of the NGO are unable to agree upon model assumptions and inputs, either Party may provide written notice to all the Parties to this Agreement that it is seeking an expedited review from the Executive Deputy Commissioner of NYSDEC. Such notice will be sent within 10 days after such consultation is concluded. Within 15 days of receipt of such written notice, the Parties will submit papers to the Executive Deputy Commissioner, and all other Parties to this Agreement, setting forth their position and all supporting documentation. The Parties may submit reply papers within 7 days following the close of the 15-day period. The Executive Deputy Commissioner will issue a determination within 15 days following the close of the 7-day period. The Parties agree to be bound by such determination and agree that such determination will not be subject to further administrative proceedings or judicial review provided, however, that such determination will not affect or diminish the regulatory authority of NYCDEP.

21. Independent Stormwater Monitor.

a. Crossroads will select an independent stormwater monitor or monitors ("Independent Monitor"), subject to the approval of NYSDEC and NYCDEP, to review and supervise all aspects of the implementation and maintenance of management plans and controls with respect to stormwater and erosion and sediment control programs during construction of the modified project/lower impact alternative. Prior to approval, NYSDEC and NYCDEP will provide the NGO with a 30-day opportunity to comment on the qualifications of the proposed Independent Monitor, including training, experience and potential conflicts of interest. On request, the Independent Monitor will be made available to the NGO to conduct an interview during this period. The NGO may provide a recommendation to NYSDEC and NYCDEP on the proposed Independent Monitor within the 30-day period.

b. The role of the Independent Monitor will be to assure the effective implementation of all erosion and sediment control practices, all storm water control practices, all construction phasing practices, as well as related measures, pursuant to the Stormwater Pollution Prevention Plan ("SWPPP"), permits issued by NYSDEC and NYCDEP, and all other related requirements described in this Agreement in Principle or otherwise required as stormwater conditions adopted pursuant to SEQRA. The Independent Monitor will have the authority to direct that all work which is believed to not conform with the SWPPP or NYSDEC or NYCDEP permits cease immediately in the affected Project area and that any such portions of the Project be stabilized or properly maintained before work is allowed to proceed.

c. The Independent Monitor services will be conducted in accordance with an Independent Monitor Service Agreement ("I.M. Agreement") that will be fully consistent with this Agreement in Principle. The Independent Monitor will be either (or both) a qualified professional engineer or a Certified Professional in Erosion and Sediment Control. The Independent Monitor will be retained as an independent contractor by Crossroads pursuant to the I.M. Agreement but will not be affiliated with Crossroads, the construction contractors for the Project, or the design professionals involved with developing and implementing the stormwater pollution prevention plans for the Project. The Independent Monitor will be responsible for conducting inspections, compiling information and drafting reports required to support the submissions which Crossroads is or may be obligated to make to NYSDEC and/or NYCDEP pursuant to NYSDEC and NYCDEP permits. Original copies of all Independent Monitor reports, and any information generated or relied upon by the Independent Monitor related to Crossroads' report, will be submitted to NYSDEC and NYCDEP, in an unaltered manner, at the same time as Crossroads' report. NYSDEC will send all Crossroads reports and all Independent Monitor reports or information to a representative designated by the NGO as soon as practicable but not later than 72 hours after such report or information is received.

d. The Independent Monitor will have all necessary staff available who possess the requisite educational background, certifications, licenses and/or experience necessary to perform the various tasks required. The Independent Monitor will have the right to access all locations of the Project site, at any time, to fulfill its responsibilities both during any clearing, grubbing, earth work or construction, and as part of any post-construction review or monitoring. The Independent Monitor will have access to any documents or information related to its duties that would otherwise be available to NYSDEC or NYCDEP staff in the normal course of their duties. Crossroads will provide the Independent Monitor with adequate office space at the Project site including, at a minimum lockable desks, chairs, lockable file cabinets, telephone, email and internet service, electricity, lights, heat, and air conditioning.

e. The Independent Monitor will be available to NYSDEC and NYCDEP staff at all times while on site, either by telephone, cell phone, e-mail, or other similar means. The Independent Monitor, in addition to its regular duties, will promptly inspect and submit reports on specific areas or attributes of the Project site when requested to do so by staff of NYSDEC and NYCDEP. Copies of all documentation, inspection reports, directives to construction staff, logs, photos, and records developed, collected or generated by the Independent Monitor in connection with the monitoring of the Project will be maintained in their original format and be available to NYSDEC and NYCDEP. The Independent Monitor will retain all monitoring materials or copies of the monitoring materials on the Project site.

f. In the event that an Independent Monitor finds any non-conformance with the approved SWPPP or related NYSDEC and NYCDEP permit conditions, the Independent Monitor will notify NYSDEC and NYCDEP by email and in writing as soon as reasonably possible but no later than within 24 hours of having notice of an event of non-conformance. The

Independent Monitor will provide all reasonable assistance requested by NYSDEC and NYCDEP.

22. Water Supply.

a. NYSDEC will determine whether to permit, and the New York State Department of Health ("NYSDOH") will determine whether to approve, any source of potable water serving the modified project/lower impact alternative. Any water supply permit that NYSDEC may issue to Crossroads will contain the special conditions with respect to Rosenthal Wells Nos. 1 and 2, as well as applicable conditions related to any other approved source of potable water, as presented in Exhibit G and in accordance with this paragraph.

b. The pump test protocols, also presented in Exhibit G, will be applicable to any NYSDEC and NYSDOH authorization for any other potable water supply wells sought to be established by Crossroads and serving the modified project/lower impact alternative. Crossroads will provide to the Parties a "proposed pump test plan" on or before August 30, 2007 for testing any well other than Rosenthal Wells Nos. 1 and 2. These wells include four wells located near Todd Mountain Road in the Village of Fleischmanns, New York, described as K-1, K-2, K-3 and K-4. The Parties will provide Crossroads their comments on the proposed pump test plan on or before September 10, 2007. Following approval of the pump test protocol by NYSDEC and NYSDOH, Crossroads will commence the pump tests in accordance with the approved plan on or about September 24, 2007. Technical staff of the Parties or their consultants will have the opportunity to observe the pump tests. In the event that technical representatives of the NGO wish to observe the pump tests, they will be required to sign standard form liability releases in favor of the property owner. For any other potable water source to be tested, the Parties will be afforded a minimum of 15 days to comment on any proposed pump test plan and Crossroads will notify the Parties 10 days prior to the commencement of the pump test to provide the technical staff of the Parties or their consultants an opportunity to observe the pump tests, subject to the same requirement for a liability release.

c. Results from the pump tests and the proposed yield from each source will be provided to the Parties along with all supporting documentation. Within 30 days after receipt of the pump tests results and all supporting documentation, NYSDEC, in consultation with NYSDOH, will issue a preliminary draft permit to the Parties.

d. Within 15 days of receipt of the preliminary draft permit, Crossroads or the NGO may make written request to convene the Water Supply Technical Advisory Committee. Such written request will be made to NYSDEC, NYSDOH, and all the Parties to this Agreement in Principle, and will specify whether a disagreement exists regarding (1) the conclusions of NYSDEC and NYSDOH as to whether the data, information or analyses supports the agencies' determination with respect to the application of the pump test protocols (applicable to all potable wells for the Belleayre Resort at Catskill Park, other than Rosenthal Wells Nos. 1 and 2), and/or (2) the preliminary draft permit. Within 14 days of receipt of such request, NYSDEC will convene the

Water Supply Technical Advisory Committee which will consist of one technical representative each from NYSDEC, NYSDOH, United States Geological Survey, Crossroads and the NGO. The NYSDEC technical representative, on the advice of the Advisory Committee, will provide a written recommendation to the Parties within 14 days after convening.

e. In the event that Crossroads and/or the NGO disagree with the recommendation of the NYSDEC technical representative regarding the application of the pump test protocol or preliminary draft permit, Crossroads or the NGO may provide written notice to all the Parties to this Agreement that it is seeking an expedited review from the Executive Deputy Commissioner of NYSDEC. Within 15 days of receipt of such written notice, any Party to this Agreement electing to participate in such expedited review will submit papers to the Executive Deputy Commissioner, and all other Parties to this Agreement, setting forth its position and all supporting documentation. The Parties may submit reply papers within 7 days following the close of the 15-day period. The Executive Deputy Commissioner will issue a determination within 15 days following close of the 7-day period. The Parties agree to be bound by such determination and agree that such determination will not be subject to further administrative proceedings or judicial review.

f. Crossroads recognizes the preference of the NGO for prioritization of the use of the K-wells or other potable water sources over the Rosenthal wells and will use its best efforts to do so, taking into account technical feasibility and constraints.

g. Nothing in this Agreement in Principle prevents Crossroads from seeking to obtain or obtaining potable water from the Village of Fleischmanns or any other source of potable water.

23. Wastewater. In the context of the unique agreement reflected herein, NYCDEP has agreed to accept at its Pine Hill Wastewater Treatment Plant (“WWTP”) all the wastewater generated by the modified project, and by the Belleayre Mountain Ski Center, subject to SEQRA review and to agreements to be entered into (between Crossroads and NYCDEP and between NYSDEC and NYCDEP) before construction of any sewer collection system or line between the Crossroads Project and the WWTP may begin. Such agreements will not allow for any other connections to the WWTP from properties outside the former Village of Pine Hill, nor will they affect the rights of the residents of the former Village of Pine Hill under the Agreement between the City of New York and the Village of Pine Hill, dated August 28, 1925. Neither such agreements, nor NYCDEP’s commitment to enter such agreements herein, is intended, nor can it be relied upon, to create any rights enforceable by any person or entity, whether or not a party to this Agreement, in any request for connection, application, adjudication, litigation or other proceeding with the NYCDEP. Neither such agreements, nor NYCDEP’s commitment to enter such agreements herein, constitutes a change or interpretation of any policies, guidance, or requirements of NYCDEP with regard to out-of-district connections to Pine Hill or any other NYCDEP-owned WWTP in the watershed. The terms and conditions for NYCDEP’s acceptance of such wastewater, which are to be incorporated into such agreements, are described in Exhibit H.

Land Acquisition and Land Use

24. Big Indian Plateau Land Acquisition.

a. Crossroads has entered into an agreement with the Trust for Public Land (“TPL”), a 501(c)(3) not-for-profit land conservation organization, which intends to acquire approximately 1,216.5 acres in fee of the Big Indian Plateau property, so that it is preserved and used for public, open space and recreational purposes. The area to be acquired is labeled “Lands to be Acquired by New York State – 1216.5 Acres” on the map attached as Exhibit I. It is TPL’s intent to convey the Big Indian Plateau property to New York State, or a political subdivision thereof, so that it is preserved and used for public, open space and recreational purposes.

b. Crossroads will retain the portions of the Big Indian Plateau property labeled as “Brisbane Mansion +/- 30 Acres,” “Rosenthal Well Parcel +/- 7.5 Acres,” and “Lasher Road Parcel +/- 5.5 Acres” on the map attached as Exhibit I. Crossroads may offer for sale the Brisbane Mansion and approximately 30+ acres surrounding it, subject to a conservation easement in favor of the State of New York or other qualified land conservation organization that precludes the further subdivision or commercial development of this parcel. The Rosenthal Well Parcel will be retained by Crossroads for water supply and wellhead protection purposes, and such parcel will be explicitly restricted to such use.

25. Former Highmount Ski Center Land Acquisition.

a. Crossroads has entered into an agreement with TPL, which intends to acquire approximately 78 acres in fee, comprising the majority of the former Highmount Ski Center (“Highmount Land”), so that it is preserved and used for public, open space and recreational purposes. The land to be conveyed to TPL is labeled as “Parcel C” and “Parcel B” on the map attached as Exhibit J.

b. It is TPL’s intent to convey the property it acquires from Crossroads to New York State, or a political subdivision thereof, for incorporation into the Belleayre Mountain Ski Center, which is managed and operated by NYSDEC under the exception for Belleayre Mountain contained in Section 1 of Article XIV of the State Constitution. The NYSDEC proposes to reuse as ski trails certain of the former ski trails on the property, and to count such ski trails as part of the 25-mile trail maximum set forth in the State Constitution.

26. Conservation Easement. Provided that Crossroads obtains all approvals required to begin construction of the modified project/lower impact alternative, Crossroads will convey, for fair market value, pursuant to the terms of the 1997 New York City Watershed Memorandum of Agreement, to the City of New York (“Grantee”), a Watershed Conservation Easement on the “Adelstein” property, Section 309, Block 1, Lot 56 in the Town of Middletown, approximately 203 acres to the west of the Highmount Spa, as depicted on Exhibit K. Subject to the terms of this paragraph, the Conservation Easement will be substantially similar to the Watershed Conservation Easement attached as Exhibit L. The Conservation Easement will allow for

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passive recreational uses associated with the Highmount Spa and Wildacres Resort, such as cross country skiing, snowshoe trails, hiking, horse riding, and accessory structures, and/or an outdoor amphitheater, but will provide that there will be no residential, overnight lodging, or industrial uses. All structures, including the amphitheater and associated improvements will be limited to no more than 43,560 square feet of impervious surface, to be sited within a Building Envelope that will not exceed a total of 10 acres. Subject to prior notice to the Grantee, up to a further 1,000 square feet of impervious area may be constructed on the Conservation Easement outside the Building Envelope. Subject to prior approval of the Grantee, the Conservation Easement will allow construction of ski trails or lifts, and associated improvements, on the Easement property for the purpose of providing ski access to the Village of Fleischmanns. Accessory structures associated with any such ski trails including, but not limited to, lifts, sheds, and utilities, are subject to such approval unless they are within the Building Envelope or under the 1,000 square foot limit outside the Building Envelope as described above. Nothing in the Conservation Easement will relieve Crossroads from the requirements of applicable permits or regulations in connection with any construction on the property including, without limitation, the Watershed Regulations. The location and shape of the Building Envelope may be fixed at the time the Conservation Easement is conveyed, or may be flexible, in either case subject to approval of the Grantee and to restrictions limiting but not preventing disturbance on slopes greater than 15% or within wetlands, watercourses and buffer areas.

27. Limitations on Future Development on Remaining Land Holdings. Crossroads will memorialize, through duly recorded covenants and/or deed restrictions in favor of the owner of the conservation easement on the Adelstein property, its commitment: (a) not to increase total lodging or residential density beyond that represented in the modified project/lower impact alternative, and (b) not to allow the operation of Class III gaming facilities pursuant to the Indian Gaming Regulatory Act of 1988, at the Highmount Spa Resort and Wildacres Resort.

Belleayre Mountain Ski Center

28. Proposed Improvements.

a. Subject to completion of required SEQRA reviews and approval of a new unit management plan, Crossroads and the NYSDEC will execute a memorandum of understanding that memorializes a collaboration in their respective improvements and future operations to maximize efficiencies and improve the visitor experience. NYSDEC proposes to make trail and lift improvements to the Belleayre Mountain Ski Center ("BMSC") as set forth in the NYSDEC drawing dated August 29, 2007, entitled "BELLEAYRE MOUNTAIN SKI CENTER EXISTING AND PROPOSED TRAILS," and attached hereto as Exhibit M, as modified by subparagraphs b. and c. below. In addition, Crossroads will convey, for valuable consideration, a permanent easement to the State of New York over approximately 21 acres on lands to be retained by Crossroads (which are separate from property being acquired by TPL referenced above) comprising the Highmount Spa and lands that were part of the former Highmount Ski

Center, to enable NYSDEC to construct and operate ski trails and a ski lift that will be available to all patrons of the BMSC. NYSDEC has no plans to allow for night skiing.

b. NYSDEC is authorized by Article XIV of the New York Constitution to operate not more than 25 miles of ski trails at the BMSC. Currently, NYSDEC operates approximately 14.5 miles of ski trails at the BMSC, and proposes to expand by approximately 9.0 miles of new trails in three areas of the mountain, including: (1) at the former Highmount Ski Center (approximately 2.5 miles); (2) in the western portion of the BMSC (approximately 2.0 miles); and (3) in the eastern portion of the BMSC (approximately 3.0 miles). The remainder of the approximately 9.0 mile expansion may be made at either the former Highmount Ski Center or in the western portion of the BMSC. With such expansions, NYSDEC would operate approximately 23.5 miles of ski trails, leaving approximately 1.5 miles in reserve. The proposed location of new trails and lifts set forth on Exhibit M are also approximate and subject to an Environmental Impact Statement and approval of a new unit management plan. Exhibit M shows approximately 4.5 miles of new trail options for the expansion on the eastern portion of the BMSC. Of these options, NYSDEC will select not more than approximately 3.0 miles of new trails for such expansion. If NYSDEC determines in its unit management plan that any additional trail segments are required to assure skier safety in the eastern portion of the BMSC, then the minimum additional segments necessary to specifically address such conditions may be added to such trails, subject to SEQRA review and the new unit management plan. Other than as provided for in the two proceeding sentences, NYSDEC will advance no further trail expansions in the eastern portion of BMSC, which drains into the Ashokan basin, unless specifically authorized by the State Legislature and consistent with Article XIV.

c. In selecting the approximately 3.0 miles of new trails in the eastern portion of the BMSC, NYSDEC will, as part of its SEQRA reviews and final unit management plan, give highest priority to trail routes that minimize disturbance to the ecology of the Ashokan watershed and that limit possible runoff from the trails both during and after construction. Further, there will be a 500 foot buffer between the lands to be acquired by the State of New York, as set forth in paragraph 24, relating to the Big Indian Plateau acquisition, and the proposed ski trails that will be proposed in the eastern portion of the BMSC, except as may be required to assure skier safety and to provide for access to and from the proposed ski lift. Construction of the new trails in the eastern portion of the BMSC will not commence until the new trails in the western portion of the BMSC and at the former Highmount Ski Center have been completed, and are opened and operational.

29. Snow Making. NYSDEC also proposes to make improvements to its snowmaking system to accommodate the new trails without compromising current snowmaking operations or aquatic habitat. Consistent with this goal and subject to SEQRA, NYSDEC will establish in the unit management plan a new minimum stream flow of 8 cubic feet per second in Birch Creek at the location of the diversion weir for the Pine Hill Lake from October 15 through April 15, and 5 cubic feet per second during the remainder of the year.

30. Process and Timing. NYSDEC will immediately commence the preparation of a new unit management plan, and associated SEQRA documents, for the improvements to the ski center as described herein. The State of New York will seek funding necessary to design, construct and operate the trail and lift improvements identified in order to assure availability of these improvements to the modified Belleayre Resort at the time of its commercial operation.

31. Construction Standards. Construction of and improvements to trails, lifts, and other amenities will be implemented with the minimum land disturbance practicable, and will otherwise be performed in a manner consistent with applicable law, including the substantive standards of the City's Watershed Regulations, as provided in Executive Order No. 51, dated May 20, 1997.

SEQRA and Permit Processing

32. State Environmental Quality Review. The SDEIS described in this Agreement in Principle will include the items set forth in the Scoping Outline attached hereto as Exhibit N. The SDEIS will include, among other things, updated analyses on traffic, noise and visual impacts, water supply, stormwater management, erosion and sediment control, and an analysis of cumulative impacts related to the improvements to be made at the Belleayre Mountain Ski Center and the elements of the modified project/lower impact alternative. NYSDEC will hold a public scoping meeting as soon as is practicable. The SDEIS will undergo a full public review and 60-day comment period, including a SEQRA hearing. Upon NYSDEC's acceptance of the SDEIS, NYSDEC will make it available to the public on the DEC website and at the Middletown and Shandaken Town Halls, and at the Skene Memorial Library in Fleischmanns, Fairview Public Library in Margaretville, the Morton (Pine Hill) Library in Pine Hill, and the Phoenicia Library Association in Phoenicia. NYSDEC, as SEQRA lead agency, agrees to expedite its internal review of the SDEIS for completeness, and to actively facilitate the public review process. Accordingly, implementation of this Agreement in Principle by the governmental signatories will be subject to their review of the FEIS, and their final decision that applicable standards can be met and favorable SEQRA findings issued.

33. NYSDEC Permit Application Modifications. Crossroads will prepare and submit to NYSDEC and the Parties, modified or new permit applications for the modified project/lower impact alternative. NYSDEC agrees to promptly review and process the modified permit applications, consistent with its regulatory obligations.

34. NYSDEC Adjudication and Judicial Review. The Parties will seek suspension of the pending NYSDEC Adjudication, and motion for reconsideration, pending submission and review of the SDEIS and new or modified permit applications and any NYSDEC draft permits related to the modified project/lower impact alternative. The Parties may participate in the public process and comment period regarding the SDEIS and new or modified draft permits. The Parties agree not to submit comments in general opposition to the project or seek adjudication of issues provided that the SDEIS and new or modified draft permits are substantially consistent with the

modified project/lower impact alternative described in this Agreement in Principle. The Parties may also participate in the environmental review process for the new Belleayre Mountain Ski Center unit management plan and agree not to object to those portions of the unit management plan only to the extent that they are identified in and substantially consistent with this Agreement in Principle. The Parties agree not to seek judicial review of the FEIS, SEQRA findings statement or final permits for the modified project/lower impact alternative, or of the FEIS, SEQRA findings statement, or approved unit management plan for improvements to the Belleayre Mountain Ski Center, provided that they are substantially consistent with this Agreement in Principle. Conversely, the Parties reserve all rights to challenge the FEIS, SEQRA findings statement or final permits for the modified project/lower impact alternative, or of the FEIS, SEQRA findings statement, or approved unit management plan for improvements to the Belleayre Mountain Ski Center, to the extent that they are not substantially consistent with this Agreement in Principle.

35. NYCDEP Regulatory Review. The Parties acknowledge NYCDEP's regulatory authority over the stormwater pollution prevention plans and sewerage systems and connections associated with the project, and recognize that NYCDEP's regulatory review will be conducted after these plans are more fully developed and Crossroads has submitted complete applications to NYCDEP under the Watershed Regulations. Although NYCDEP cannot issue, nor commit or promise to issue, regulatory approvals in advance of reviewing such submissions for compliance with standards in the Watershed Regulations, assuming that the SDEIS and new or modified NYSDEC permit applications and draft NYSDEC permits are consistent with the modified project/lower impact alternative and this Agreement in Principle, and assuming further that the Stormwater Pollution Prevention Plan (SPPP) submitted to NYCDEP is likewise consistent with the modified project/lower impact alternative and this Agreement in Principle, including the protocols for the design and preparation of the SPPP specific herein, NYCDEP does not foresee any reason why an approval cannot be issued for an SPPP for the modified project plan under the Watershed Regulations.

36. Other Governmental Permit Applications and Approvals. In due course, Crossroads will prepare and submit permit, subdivision and/or site plan applications to the Towns of Shandaken and Middletown, New York City Department of Environmental Protection (as discussed more specifically above), New York State Departments of Health and Transportation, Ulster County Department of Health, US Army Corps of Engineers and Delaware River Basin Commission, among other agencies, in support of approval of elements of the modified project/lower impact alternative in accordance with each agency's respective jurisdiction. The Parties agree to not object to the issuance of any such approvals or seek adjudication of issues or judicial review of any approvals granted provided that the permit applications and permits are substantially consistent with the modified project/lower impact alternative and this Agreement in Principle.

General Provisions

37. Financial Security. Prior to the commencement of any construction, and as security for the observance and performance by Crossroads of its obligations under the erosion and sediment control plans and stormwater control plans prepared for the modified project/lower impact alternative in conformance with this Agreement in Principle and the applicable provisions of NYSDEC and NYCDEP permits issued for the modified project/lower impact alternative, Crossroads will deliver to NYSDEC and NYCDEP the following:

a. A performance bond, letter of credit, or other form of security acceptable to NYSDEC and NYCDEP, issued by a bonding or surety company, bank, or other financial institution located and authorized to do business in the State of New York and otherwise approved by NYSDEC and NYCDEP (such approval not to be unreasonably withheld) (the "Issuer"), in a principal amount equal to the estimated cost of implementing and complying with the SWPPP prepared for the modified project/lower impact alternative, and the applicable provisions of NYSDEC and NYCDEP permits, during the period of construction of the modified project/lower impact alternative. Such estimated cost is to be provided by design professionals and contractors retained by Crossroads, subject to NYSDEC and NYCDEP approval which will not be unreasonably withheld. The performance bond, letter of credit or other form of security (i) will remain in full force and effect until completion of construction of the modified project/lower impact alternative, as certified by NYSDEC and NYCDEP; (ii) will provide that if NYSDEC and NYCDEP determine that Crossroads has failed to comply with the provisions of the SWPPP, and/or NYSDEC or NYCDEP permits, and deliver to the Issuer a certificate to that effect and also certifying the estimated cost of curing such failure, including compliance with such plans and/or permits, and restoration of the site as necessary, the Issuer will pay over to NYSDEC and NYCDEP such certified amount; and (iii) will otherwise be satisfactory in form and substance to NYSDEC and NYCDEP. NYSDEC and NYCDEP will, upon application by Crossroads, grant permission to reduce the principal amount of the performance bond, letter of credit or other security based upon completion of portions of the modified project/lower impact alternative and full compliance with those aspects of the SWPPP, and applicable provisions of NYSDEC and NYCDEP permits associated with such completed portions. Prior to delivering any certificate to the Issuer, certifying a failure by Crossroads to observe and perform its obligations under such plans and/or permits, NYSDEC and NYCDEP will provide Crossroads with written notice of such failure, allowing Crossroads a period of thirty (30) days from the date of such notice to cure such failure.

b. A performance bond, letter of credit, or other form of security acceptable to NYSDEC and NYCDEP, issued by a bonding or surety company, bank or other financial institution located and authorized to do business in the State of New York and otherwise approved by NYSDEC and NYCDEP (such approval not to be unreasonably withheld) (the "Issuer"), in a principal amount equal to the estimated cost of operating and maintaining all stormwater controls to be constructed or installed for the modified project/lower impact alternative in conformance with the SWPPP prepared for the modified project/lower impact alternative, and the applicable

provisions of NYSDEC and NYCDEP permits, for a period of five (5) years following completion of construction of the modified project/lower impact alternative. Such estimated cost is to be provided by design professionals and contractors retained by Crossroads, subject to NYSDEC and NYCDEP approval which will not be unreasonably withheld. The performance bond, letter of credit or other form of security (i) will remain in full force and effect for a period of five (5) years from completion of construction of the modified project/lower impact alternative, as certified by NYSDEC and NYCDEP; (ii) will provide that if NYSDEC and NYCDEP determine that Crossroads has failed to comply with the provisions of the SWPPP or NYSDEC or NYCDEP permits with respect to the operation and maintenance of such stormwater controls, and deliver to the Issuer a certificate to that effect and also certifying the estimated cost of curing such failure, including compliance with such plans and/or permits, and restoration of the site as necessary, the Issuer will pay over to NYSDEC and NYCDEP such certified amount; and (iii) will otherwise be satisfactory in form and substance to NYSDEC and NYCDEP. NYSDEC and NYCDEP will, upon application by Crossroads, grant permission to reduce the principal amount of the performance bond, letter of credit or other security based upon completion of portions of the modified project/lower impact alternative, and Crossroads satisfactorily operating and maintaining those stormwater controls associated with such completed portions for a period of five (5) years following completion of construction, in accordance with such plans and/or permits. Prior to delivering any certificate to the Issuer, certifying a failure by Crossroads to observe and perform its obligations with respect to the operation and maintenance of stormwater controls, NYSDEC and NYCDEP will provide Crossroads with written notice of such failure, allowing Crossroads a period of thirty (30) days from the date of such notice to cure such failure.

38. Central Catskill Mountains Smart Growth Program. NYSDEC will create and administer a \$500,000 Central Catskill Mountains Smart Growth Program, which will accept applications from and award grants to local groups and businesses and municipalities along the Route 28 Corridor, from the Town of Olive to the Town of Andes. Projects eligible for such grants include: pedestrian-oriented streetscape amenities (including but not limited to marked crosswalks, roadside park benches, traditional, pole-mounted traffic lights, and roadside plantings); Main Street façade improvements; in-fill construction in hamlets; retrofitting of existing buildings in hamlets including for affordable housing; monitoring and enforcement of sign regulations for the Catskill Park in order to create an enhanced visual appearance compatible with the location of these establishments within the historic Catskill Park; and landscaping and tree planting.

39. Public Lands Enhancements. NYSDEC will make improvements to trail head parking and information kiosks to enhance opportunities for hiking and fishing access on State lands along the Route 28 Corridor, from the Town of Olive to the Town of Andes, and seek the cooperation of NYCDEP in implementing a parallel program for city-owned lands along such Corridor.

40. Traffic Impacts and Controls.

a. The project site is located along County Route 49A (CR 49A). In general, access to the site will be provided via New York State Route 28 to the north of the site with 95 percent of the traffic traveling to and from the east towards the interstate roadway system. Traffic impacts of the modified project/lower impact alternative will be addressed in a supplemental traffic analysis to be included in the SDEIS. This study will include a cumulative impact analysis which considers amendments to the unit management plan for the Belleayre Mountain Ski Center as well as the traffic volume, structural integrity and safety of CR 49A and that road's ability to accommodate expected traffic increases from the Crossroads development and from the expansion of the Belleayre Ski Center. The project site will be accessed with a maximum of 9 curb cuts to CR 49A each of which will provide stop signs for traffic exiting the resorts onto CR 49A. Pedestrian use of CR 49A will not be promoted due to the geometric conditions and the character of this roadway. No crossing of CR 49A by resort golf carts will be permitted. One pedestrian crossing of CR 49A will be provided adjacent to the proposed Wildacres Activities Center. Details concerning traffic patterns will be discussed in the SDEIS. Several mitigation measures were outlined in prior traffic analyses in the DEIS, which include the following:

- (i) Realignment of CR 49A at the main driveway to Wildacres to improve sight distance;
- (ii) Additional sight distance mitigation at the proposed site driveways along CR 49A to include clearing of vegetation, re-grading of side slopes, and signing; and
- (iii) Construction of site access roadways with single lanes entering and exiting the site with stop sign control on the site driveway approaches to CR 49A.

b. The modified project/lower impact alternative coupled with the proposed expansion of the Belleayre Mountain Ski Center will provide ski in/ski out access for the Resort as well as the shuttle buses to the Ski Center to reduce the number of vehicular trips between the project site and the Belleayre Mountain Ski Center. Other than curb cuts at CR 49A, Crossroads will make best efforts to preserve the rural character of CR 49A, including preserving existing vegetation in accordance with Exhibits A and C. Additional project mitigation includes a fair share contribution towards improvements identified at the CR 49A/NY Route 28 intersection, to include the installation of a traffic signal and construction of a northbound right-turn lane and a westbound left-turn lane. The SDEIS will consider improvements to CR 49A as mitigation, if needed.

c. Crossroads commits to utilizing hybrid vans or similar clean-air vehicles to transport guests and visitors traveling between Crossroads hotels and lodging units and nearby recreational facilities, including the Belleayre Mountain Ski Center.

41. Public Transportation Improvements. The State of New York will use its best efforts to improve public transportation service along portions of the Route 28 Corridor and in the immediate vicinity of the modified project/lower impact alternative. To that end, the State will work, in conjunction with United States Senators, Congressional Representatives, and other federal, State and local officials, to secure federal funds for the acquisition of an expanded fleet of cleaner-burning diesel-electric hybrid buses to serve Ulster and Delaware County residents and visitors traveling the Route 28 Corridor. The State will also use its best efforts to provide needed matching funds for such acquisition. As part of the Route 28 Corridor management plan, the State will request that Ulster County Area Transit and Adirondack Trailways expand bus service using these buses and existing vehicles. The State will endeavor to seek financial support for the purchase of hybrid vans or similar clean-air vehicles, and work with appropriate localities to develop a plan for new jitney service between the Belleayre Ski Center, the Crossroads development and nearby hamlets, including Pine Hill, Phoenicia, Fleischmanns and Margaretville.

42. Invasive Species. The Parties agree that Crossroads will prepare, in consultation with the NYSDEC and the Catskill Regional Invasive Species Project, a program for the prevention of invasive species during construction and operation to be incorporated into the SDEIS. For all plantings, excluding golf course turf, preference will be given to native plant species. In those instances where non-native plant species are used for ornamental purposes, then all species and cultivars utilized will be non-invasive (non-spreading) by all propagative means.

43. Green Landscaping.

a. Other than with respect to the lands that comprise the Wildacres Golf Course (the turf management and landscape maintenance provisions for which are set forth in paragraph 19 and Exhibit E of this Agreement in Principle), Crossroads will make best efforts to manage the grass, shrubs, flowers, trees and all other plantings and greenery on the project site, including both the Wildacres Resort and Highmount Spa Resort, without the use of synthetic chemicals.

b. In the event that Crossroads concludes that treatment with synthetic chemicals is necessary for any portion of such landscape, Crossroads will apply such treatment in a way that covers the smallest area practicable and/or for the shortest time period necessary.

c. Crossroads will include a discussion of its landscaping program that is consistent with this paragraph in its forthcoming SDEIS.

d. Crossroads will keep records in the regular course of business documenting the application of synthetic chemicals to any grass, shrubs, flowers, trees or other plantings or greenery on the project site, and will make such records available on request to the NYSDEC.

44. Building Footprints and Clustering.

a. Development of the modified project/lower impact alternative will be restricted to the general building locations identified in the site plans incorporated into this Agreement in Principle and identified in paragraphs 15 and 16 herein. This modified project/lower impact alternative provides for construction of the Wildacres Resort and Highmount Spa Resort with the following number of units:

(i) Wildacres Resort (total 389 units):

- a 250 unit (rooms/suites) Wildacres Hotel, and
- 139 lodging (2-bedroom) units in multi-unit buildings (initially planned as 21 eight unit Octoplexes); and

(ii) Highmount Spa Resort (total 240 units):

- a 120 unit (rooms/suites) Highmount Spa Hotel,
- 60 lodging (2-bedroom) units in two 30 multi-unit buildings, and
- 60 individual lodging (3-bedroom) units in either individual or duplex buildings.

b. The building concepts presented in the referenced site plans contemplate a maximum footprint for each building as noted below. However, in preparing layout designs for the SDEIS, the footprints of the lodge structures, Octoplex units and/or detached units may be increased where one or more of the units are consolidated with other lodging structures to accommodate site conditions or to avoid construction on slopes of greater than 20%, provided the combined number of hotel and lodging units for the Wildacres Resort does not exceed 389 units, and for the Highmount Spa Resort the combined number of hotel and lodging units does not exceed 240 units. The total footprint for any consolidated units should not be greater than the combined total footprint, or the reasonable proportion thereof, for such units as listed below. The final design will also be undertaken in accordance with the narrative criteria set forth as Exhibit B.

1. Highmount Spa Resort²

- West Lodge = 32,000± square feet (sf)
- East Lodge = 32,000± sf
- Hotel = 60,000± sf
- Spa(underground) = 30,000± sf

² The configuration (shape and placement) of the Highmount Spa Hotel and East and West Lodges as shown on Exhibit C is conceptual and is not intended to limit the final design, provided these structures remain within the development envelope identified on Exhibit C and the total unit count for the Highmount Spa Resort does not exceed 240 units. The total number of aboveground structures within the development envelope will not exceed four and the total number of structures for individual lodging units (including units in duplex structures) will not exceed 60 and the total number of individual detached lodging structures will not exceed 52.

- Conference Center = 12,000± sf
- Detached Single Units = 2,800± sf per building
- Detached Duplex Units = 4,500± sf per building

2. Wildacres Resort

- Hotel and Golf Clubhouse = 185,600± sf
- Detached Octoplex Units = 7,900± sf per building
- Parking Structure = 45,000± sf
- Fitness Structure/ Pool House = 10,000± sf
- Maintenance Buildings = 9,500± sf
- Driving Range Structure = 5,500± sf
- Water Treatment Plant and other minor accessory structures = 2,500± sf

45. Noise. Through the supplemental noise impact analysis which will be included in the SDEIS, Crossroads will seek to achieve the following goals consistent with the criteria for designation of wilderness and wild forest areas set forth in the Catskill Park State Land Master Plan:

- a. Limit to the maximum extent practicable the audibility of new sources of noise from the operation of the modified project/lower impact alternative (exclusive of the operation of the expanded Belleayre Mountain Ski Center contemplated by this Agreement) in wilderness areas in the New York State Forest Preserve (designated as of the date of this Agreement but also including any additions to wilderness areas in the Forest Preserve which occur as a result of this Agreement in Principle) with the goal of preserving the qualities of wilderness areas set forth in the Catskill Park State Land Master Plan.
- b. Limit to the maximum extent practicable the noise impacts of new sources of noise from the operation of the modified project/lower impact alternative (exclusive of the operation of the expanded Belleayre Mountain Ski Center contemplated by this Agreement) in wild forest areas in the New York State Forest Preserve (designated as of the date of this Agreement but also including any additions to wild forest areas in the Forest Preserve which occur as a result of this Agreement in Principle) with the goal of preserving the qualities of wild forest areas set forth in the Catskill Park State Land Master Plan.
- c. Avoid or minimize to the maximum extent practicable construction noise in wilderness and wild forest areas in the New York State Forest Preserve (designated as of the date of this Agreement but also including any additions to wilderness and wild forest areas in the Forest Preserve which occur as a result of this Agreement in Principle) by using the appropriate best management practices such as those set forth in NYSDEC Policy DEP 00-1, entitled "Assessing and Mitigating Noise Impacts."

d. Through the SDEIS, Crossroads will evaluate and, as necessary, mitigate any potential significant adverse daytime and nighttime construction and operational noise impacts to neighboring residences and sensitive receptors.

e. In addition to application of the DEC Policy DEP 00-1, including best management practices, Crossroads will develop its modified project design (consistent with the site layout in Exhibits A and C), with consideration of the following:

(i) site layout;

(ii) architectural design considerations, such as the use of construction materials that lessen sound emitted from structures;

(iii) building layout; and

(iv) preservation of existing vegetative buffers.

46. Visual Impacts.

a. The modified project/lower impact alternative will not be visible from wilderness areas in the New York State Forest Preserve (designated as of the date of this Agreement but also including any additions to wilderness areas in the Forest Preserve which occur as a result of this Agreement in Principle). The project's visibility from wild forest areas in the New York State Forest Preserve (designated as of the date of this Agreement but also including any additions to wild forest in the Forest Preserve which occur as a result of this Agreement in Principle) will be limited due to vegetation, topography, distance, and limitations on the height of detached lodging units under the existing Town of Shandaken zoning law. Through a supplemental visual impact analysis which will be included in the SDEIS, Crossroads will mitigate any potential significant adverse visual impacts through design considerations, consistent with the site layout in Exhibits A and C, including the following: (i) siting of individual detached housing units to limit visibility from wild forest areas; (ii) architectural design considerations (see paragraph c below); (iii) site design considerations; and (iv) preserving existing vegetative buffers to the maximum extent practicable which will be designated as no cut areas on the final site plan.

b. Night lighting of the Resort will be minimized to the maximum extent practicable consistent with security, safety and operational considerations.

c. Off site glare from lighting and buildings will be minimized through the use of lighting fixtures, and construction materials which visually blend with the natural surroundings, to reduce the Resort's visibility and related impacts. Specifically, roofing, siding and windows, which have the greatest potential for off-site impacts, will be constructed in a manner that minimizes off-site visibility to the greatest extent practicable, consistent with the modified project/lower impact alternative. Non-reflective glass will be installed in buildings. To the

extent practicable, exterior building materials will consist of materials such as wood, stone, stucco and concrete and exterior finishes, such as paint or stain, where used, will be earth tones (e.g. shades of browns, greens, tans, grays and reds).

47. Modifications to the Project. The Parties recognize that the modified project/lower impact alternative layout, design and concept may need to be modified further in response to issues raised by the regulatory and land use agencies having jurisdiction over the project, or due to site conditions, or due to hospitality market conditions, which are not reasonably ascertainable at the time of execution of this Agreement in Principle. For purposes of this Agreement in Principle, any project that may ultimately be approved will be closely in accord with the modified project layout, design and concept, and will not exceed the number of units described herein, and any specific environmental impact expected to result from construction or operation of any project that may be ultimately approved will not be greater in overall scope, intensity or significance than any corresponding environmental impact that would result from the modified project/lower impact alternative as described herein.

48. Reservation of Rights.

a. The Parties have negotiated this Agreement in Principle in good faith. The Parties agree to implement this Agreement in Principle cooperatively and constructively. The terms and conditions hereof will be binding on the Parties and upon their respective successors and assigns. Other than the undertakings specifically provided for in this Agreement in Principle, no Party has ceded or abandoned any right, obligation or duty recognized in law or equity.

b. Nothing herein is intended to diminish the right of the City or State to enforce all applicable provisions of law.

c. The Parties reserve all rights to seek modification of NYSDEC and NYCDEP permits issued for the modified project/lower impact alternative if construction or operation of the project results in violation of applicable standards, or to seek enforcement of such violations.

49. Resolution of Future Disputes. Except as otherwise provided in this Agreement in Principle, if two or more Parties to this Agreement in Principle are unable to resolve a disagreement regarding implementation of this Agreement, they will notify in writing all the other Parties. Within 7 days of receipt of such written notification, the State will convene a meeting or conference call of all the Parties to this Agreement, at which all the Parties agree to undertake good faith discussions to resolve such dispute prior to commencing litigation. The Office of Hearings and Mediation Services of NYSDEC will be available, upon the consent of the Parties in disagreement, to provide binding or non-binding dispute resolution. If the service of the Office of Hearings and Mediation Services is requested, all Parties to this Agreement in Principle may elect to participate, and the participating Parties will provide such papers and documentation, and pursuant to a schedule, as is deemed advisable by the Office of Hearings and Mediation to effectively mediate the dispute. The only Parties eligible to participate in dispute

resolution pursuant to this paragraph will be the Parties signing this Agreement in Principle, including Additional Parties pursuant to paragraph 52. If a dispute submitted for resolution under this paragraph is not resolved, the Parties reserve all rights and remedies under this Agreement in Principle.

50. Notices.

a. For purposes of implementation of this Agreement in Principle, any notices provided to the Parties will be sent to the representatives at their respective addresses below:

CROSSROADS:

Dean L. Gitter,
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P.O. Box 267
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845-688-7740 (tel)
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STATE OF NEW YORK:

Judith Enck
Deputy Secretary to the Governor
for the Environment
Executive Chamber
State Capitol
Albany, NY 12224
518-473-5442 (tel)
518-473-2344 (fax)
Judith.enck@chamber.state.ny.us

CITY OF NEW YORK:

David Warne, Assistant Commissioner
New York City Department of Environmental Protection
465 Columbus Avenue
Valhalla, NY 10595
914-742-2099 (tel)
914-741-0348 (fax)
dwarne@dep.nyc.gov

General Counsel
New York City Department of Environmental Protection
59-17 Junction Blvd., 19th Floor
Flushing, NY 11373
718-595-6528 (tel)
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rlevine@dep.nyc.gov

Hilary Meltzer
New York City Law Department
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New York, NY 10007
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212-788-1619 (fax)
hmeltzer@law.nyc.gov

NON-GOVERNMENTAL ORGANIZATION:

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Law Office of Marc Gerstman
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Albany, NY 12210
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212-727-1773 (fax)
egoldstein@nrdc.org

Tom Alworth
Catskill Center for Conservation
and Development
P.O. Box 504, Route 28
Arkville, NY 12406
845-586-2611
845-586-3044
talworth@catskillcenter.org

Alex Matthiessen
Riverkeeper, Inc.
828 South Broadway
Tarrytown, NY 10591
914-478-4501

b. The Parties may modify their respective contacts by sending written notice to all the Parties.

51. Counting of Days. When a period of days is set forth in this Agreement in Principle, it refers to calendar days, unless expressly provided otherwise.

52. Additional Parties. This Agreement in Principle may be signed by additional parties to the NYSDEC Adjudication. Such signing will become effective, and such party will be deemed "Additional Parties" under this Agreement in Principle, upon filing with the State (at the address set forth in paragraph 50) a duly executed and acknowledged original signature page in the applicable form set forth in Exhibit O. The State will forward a copy of all such executed signature pages to the other Parties and to any Additional Parties.

53. Authorization to Execute. The Parties signing this Agreement in Principle, and the Additional Parties who may elect to sign this Agreement, represent that they have been duly authorized to enter into this Agreement pursuant to their lawful authorities.

54. Signatures. This Agreement in Principle may be executed in counterparts. The individual signature pages of the Parties follow immediately below. The signature pages of Additional Parties may be added pursuant to paragraph 52.

[The remainder of this page is intentionally left blank.]

IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

STATE OF NEW YORK



(Signature)

Eliot Spitzer

(Name)

Governor

(Title)

Date: September 5, 2007

[The remainder of this page is intentionally left blank.]

IN CONSIDERATION of the mutual promises and commitments set forth in this Agreement in Principle, and of the undertakings herein of each Party to the other Parties, the undersigned Party does hereby promise and agree to be bound by the terms and conditions thereof:

NEW YORK CITY
DEPARTMENT OF ENVIRONMENTAL PROTECTION



(Signature)

A handwritten signature in black ink, appearing to read "Emily Lloyd". It is written over a horizontal line and includes a small label "(Signature)" below it.

Emily Lloyd
(Name)

Commissioner
(Title)

Date: September 5, 2007

[The remainder of this page is intentionally left blank.]

IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

CROSSROADS VENTURES, LLC

by The Silk Road Organization, Inc.
Managing Member

Dean L. Gitter, Pres.
(Signature)

Dean L. Gitter

(Name)

Managing Member

(Title)

Date: September 1st, 2007

[The remainder of this page is intentionally left blank.]

IN CONSIDERATION of the mutual promises and commitments set forth in this Agreement in Principle, and of the undertakings herein of each Party to the other Parties, the undersigned Party does hereby promise and agree to be bound by the terms and conditions hereof:

NATURAL RESOURCES DEFENSE COUNCIL

Eric A. Goldstein

(Signature)

Eric A. Goldstein

(Name)

New York Urban Program Director

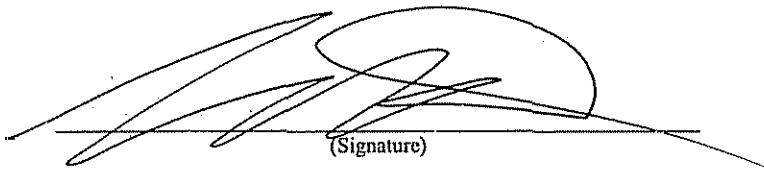
(Title)

Date: September 5, 2007

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IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

CATSKILL CENTER FOR
CONSERVATION AND DEVELOPMENT



(Signature)

Thomas J. Alworth

(Name)

Executive Director

(Title)

Date: September 5, 2007

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IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

RIVERKEEPER, INC

Leila C. Goldmark
(Signature)

Leila C. Goldmark
(Name)

ATTORNEY & WATERSHED PROGRAM DIRECTOR
(Title)

Date: September 4, 2007

[The remainder of this page is intentionally left blank.]

IN CONSIDERATION of the mutual promises and co
Agreement in Principle, and of the undertakings herei
the undersigned Party does hereby promise and agree
conditions thereof:

NEW YORK TROUT UN

Ronald D. Urban
(Signature)

Ronald D. Urban
(Name)

Council Chairman
(Title)

Date: September 4,

IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

NEW YORK PUBLIC INTEREST RESEARCH GROUP



(Signature)

REBECCA J. WEBER

(Name)

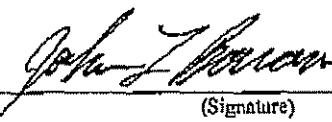
EXECUTIVE DIRECTOR

(Title)

Date: September 5, 2007

IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

THEODORE GORDON FLYFISHERS, INC



A handwritten signature of "John L. Barone" in black ink, written in cursive script.

(Signature)

John L. Barone

(Name)

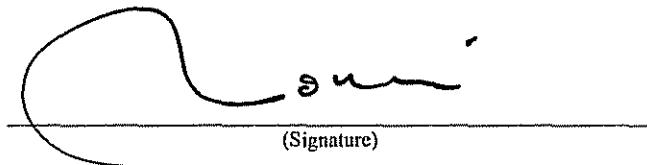
Director

(Title)

Date: September 4, 2007

IN CONSIDERATION of the mutual promises and commitments set forth in this
Agreement in Principle, and of the undertakings herein of each Party to the other Parties,
the undersigned Party does hereby promise and agree to be bound by the terms and
conditions thereof:

ZEN ENVIRONMENTAL STUDIES INSTITUTE



(Signature)

Rev. John David Loori
(Name)

President ZESI Inc.
(Title)

Date: September 7, 2007

LIST OF EXHIBITS TO THE AGREEMENT IN PRINCIPLE

EXHIBIT	PARAGRAPH
A Wildacres Layout	15
B Wildacres and Highmount Design Criteria	15
C Highmount Layout	16
D Phasing Plan	17
E Organic Golf Course	19
F Stormwater Protocol	20
G Water Supply	22
H Wastewater	23
I Big Indian Acquisition	24
J Highmount Acquisition	25
K Conservation Easement Acquisition	26
L Conservation Easement Watershed Model	26
M Belleayre Improvements	28
N Scoping Outline	32
O Additional Parties Signature Page	53

EXHIBIT A



EXHIBIT B

}

Exhibit B

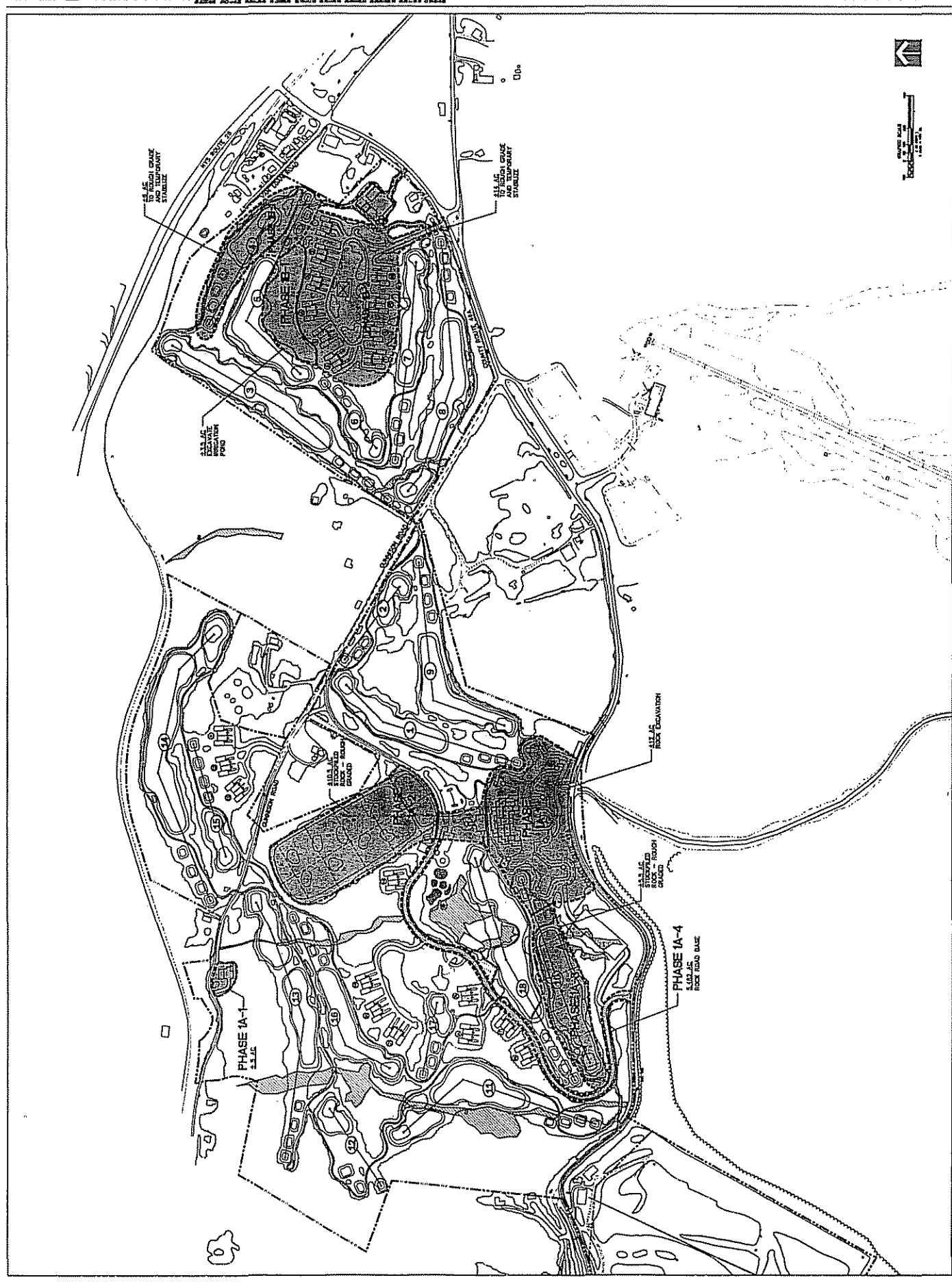
Criteria for Adjusting and/or Preparing Designs for Wildacres Resort (including golf course) and Highmount Spa

To the extent that Crossroads adjusts the locations of roads, buildings, access ways, and associated improvements depicted on Exhibits A and C, and the golf course depicted on Exhibit C, such refinements will be based on the criteria listed below:

- a. limit construction and associated land disturbance to areas with slopes of 20% or less to the greatest possible extent;
- b. avoid and/or minimize construction and associated land disturbance within 100 feet of watercourses and areas that have been identified by USACOE, NYSDEC and/or NYCDEP as wetlands or watercourses during the SEQRA process to date;
- c. locate and design roads and access ways so as to minimize the extent of cuts and fills to the maximum extent practicable, consistent with safety considerations;
- d. provide adequate space in areas with slopes less than or equal to 20% for stormwater management practices;
- e. to the maximum extent practicable, use post-construction stormwater management techniques and practices that reduce the volume of runoff, such as porous pavement, infiltration systems, vegetated filter strips, and green roofs; and
- f. in addition to paragraphs a. through e. above, with respect to the golf course, limit tree cutting, and minimize clearing, grubbing, and stump removal in areas where trees must be cut, to the extent consistent with sound golf course design practices.

EXHIBIT C

EXHIBIT D



1. 15. 19. 25. 31. 37.



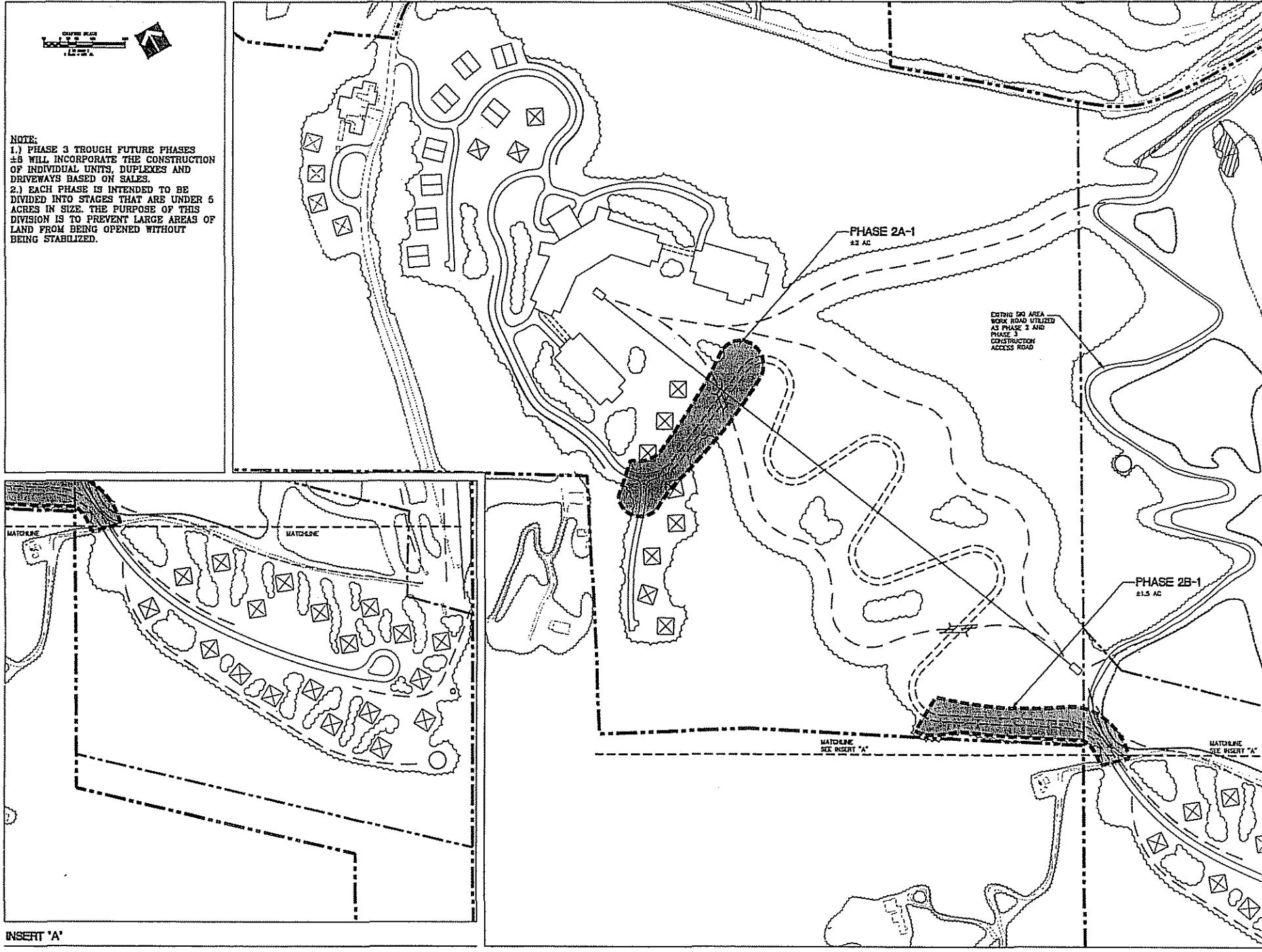


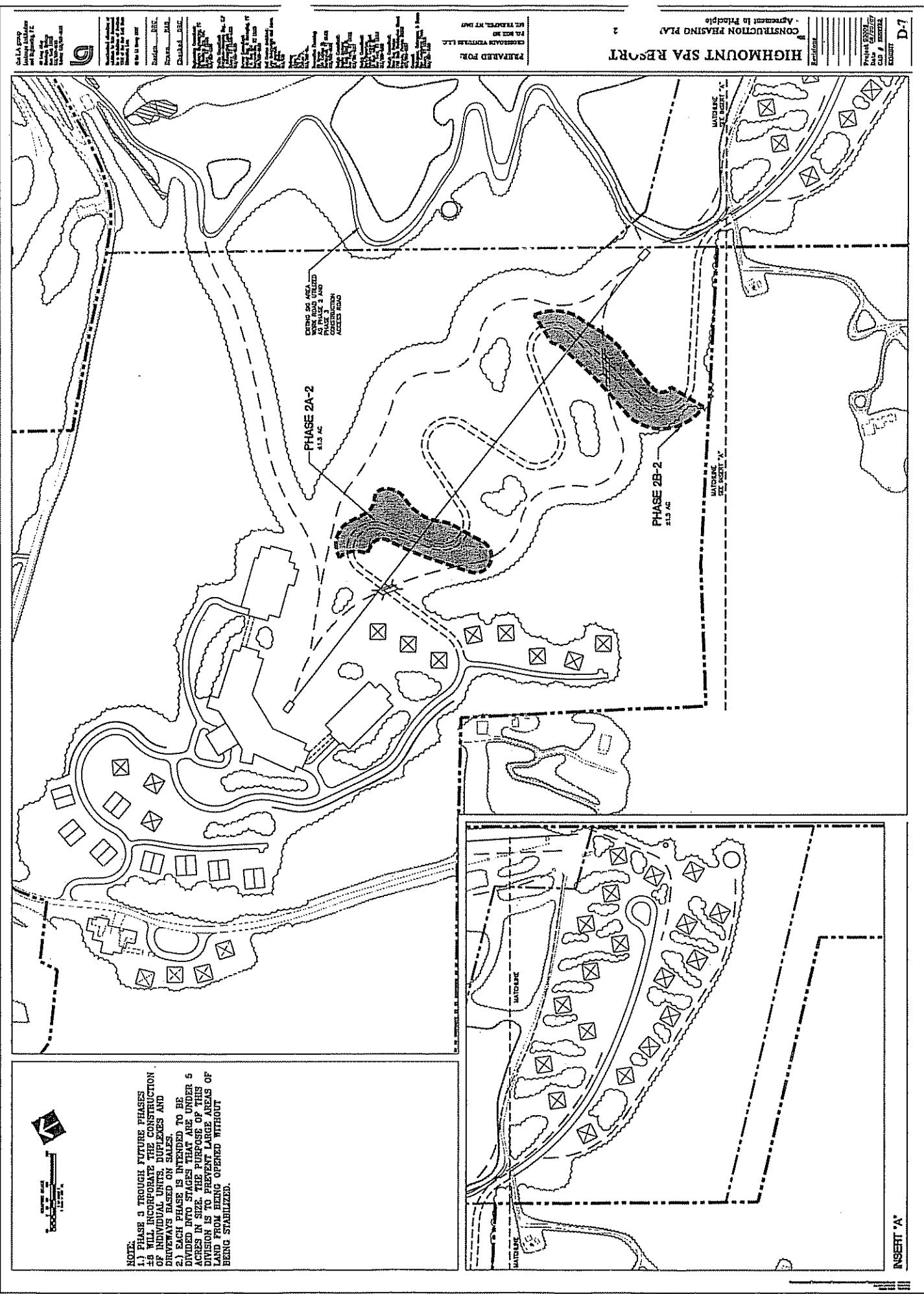


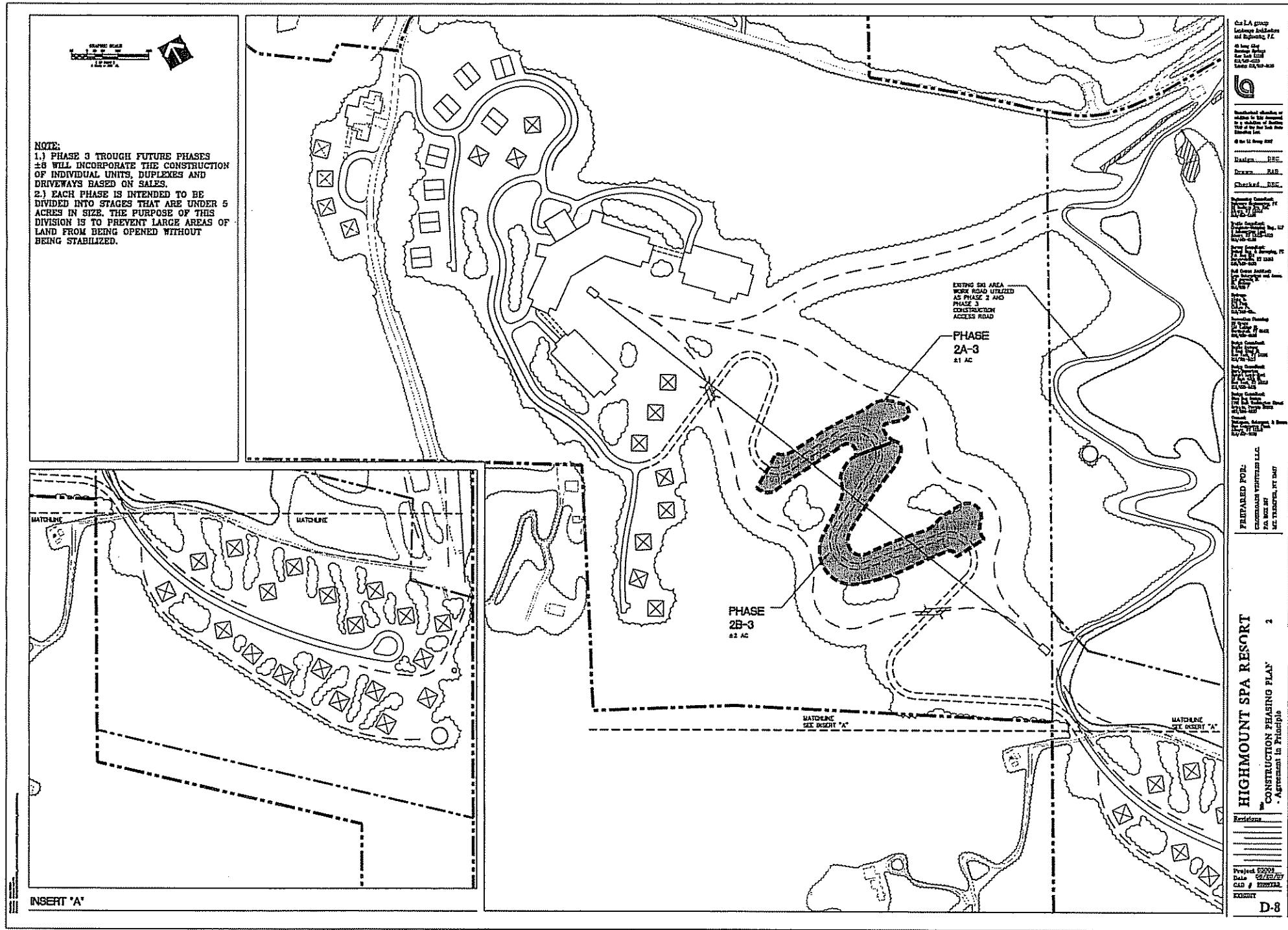
NOTE:
1.) PHASE 3 THROUGH FUTURE PHASES
 #8 WILL INCORPORATE THE CONSTRUCTION
 OF INDIVIDUAL UNITS, DUPLEXES AND
 DRIVEWAYS BASED ON SALES.
2.) EACH PHASE IS INTENDED TO BE
 DIVIDED INTO STAGES THAT ARE UNDER 5
 ACRES IN SIZE. THE PURPOSE OF THIS
 DIVISION IS TO PREVENT LARGE AREAS OF
 LAND FROM BEING OPENED WITHOUT
 BEING STABILIZED.

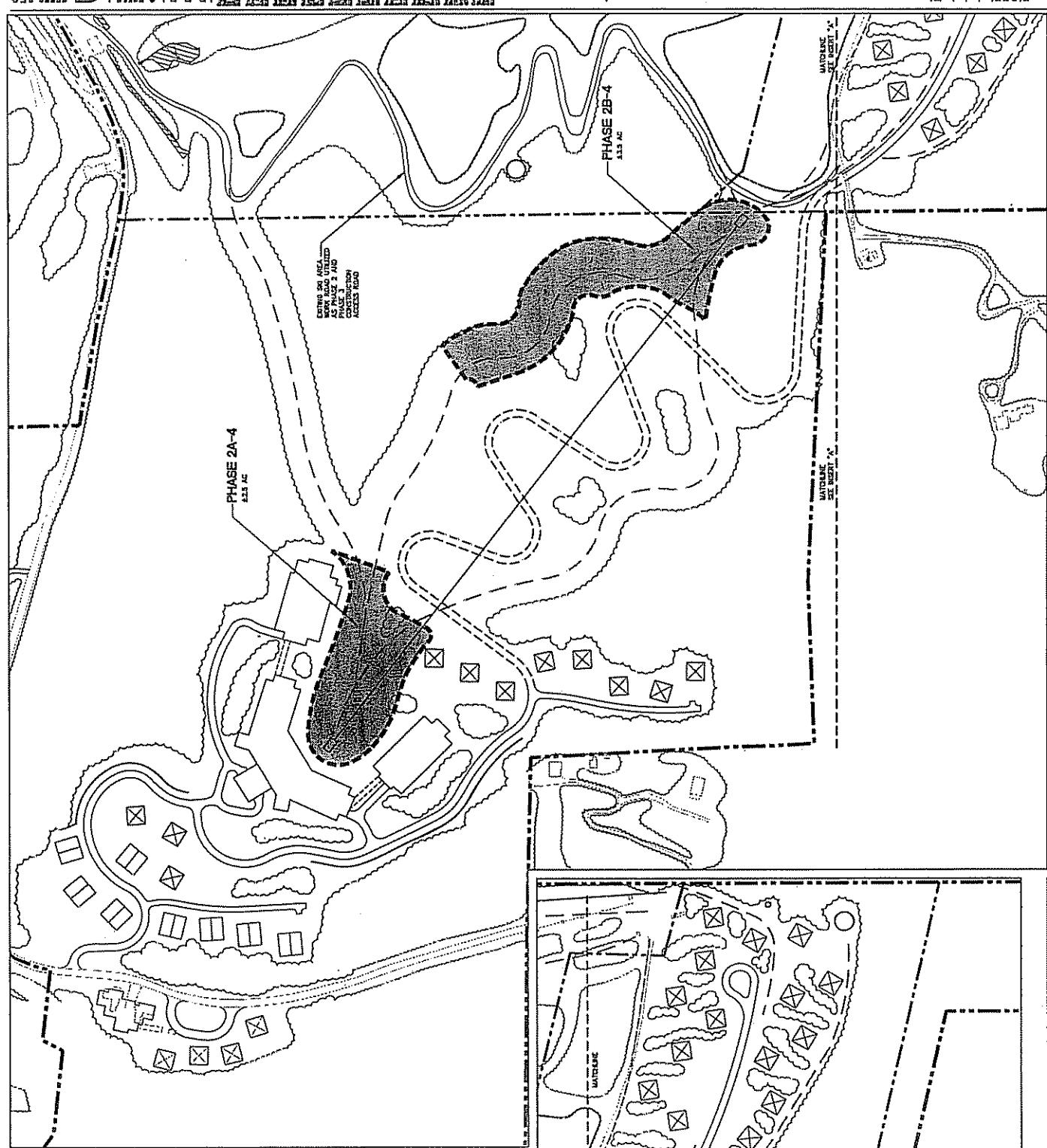


INSET "A"



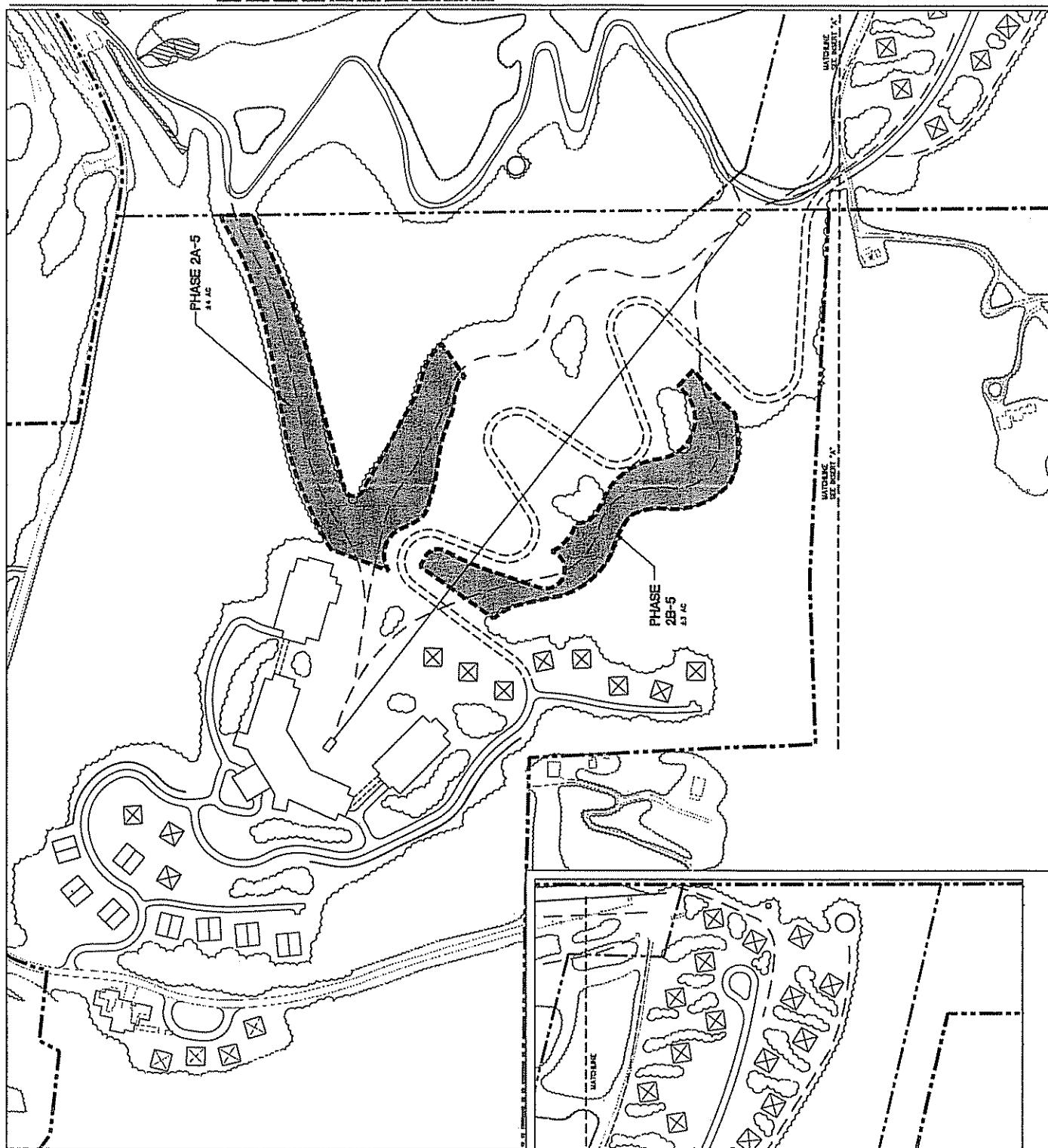






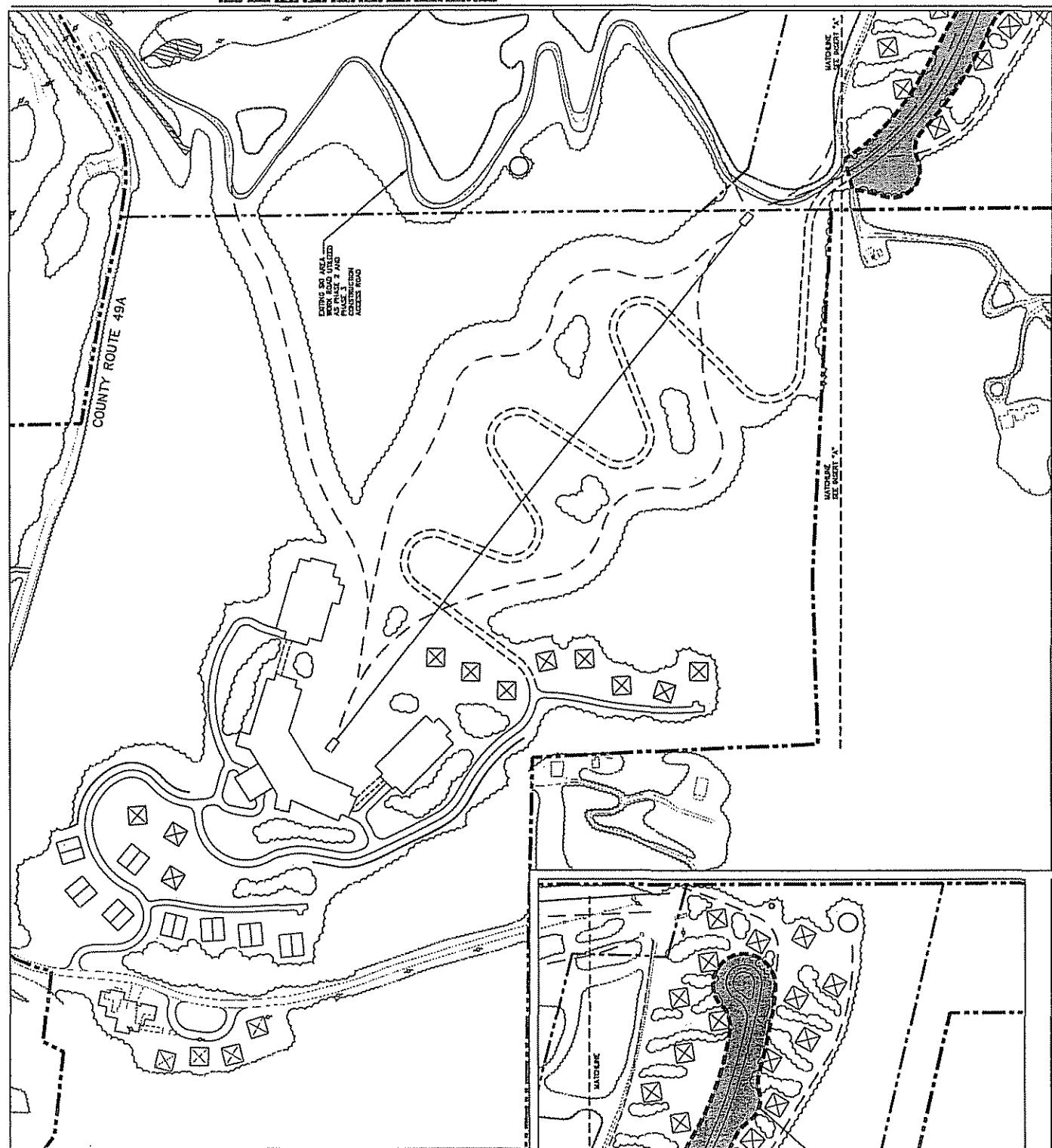
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5.) EACH PHASE IS INTENDED TO BE
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9.) LAND FROM BEING OPENED WITHOUT
10.) BEING STABILIZED.

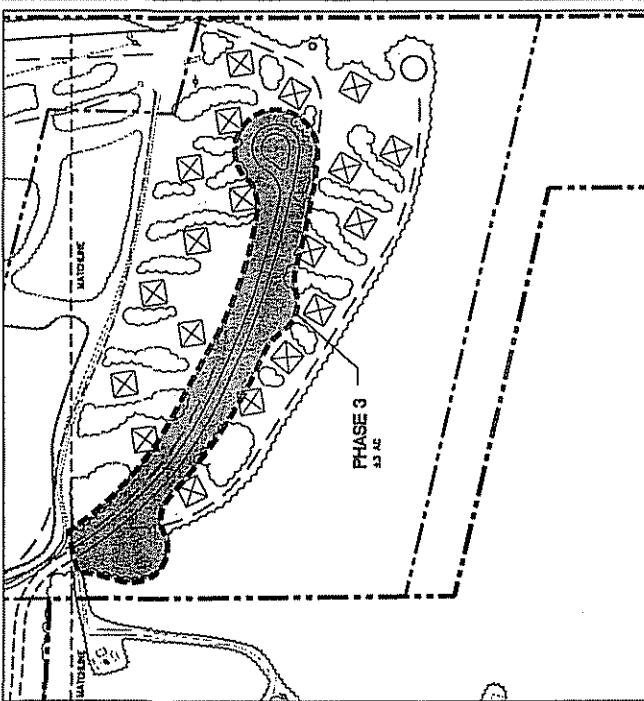


EXHIBIT E

EXHIBIT E

ORGANIC GOLF COURSE MANAGEMENT PLAN, TECHNICAL REVIEW COMMITTEE, APPROVED AND PROHIBITED SUBSTANCES LIST

A. Organic Golf Course Management Plan. An Organic Management Plan for the Wildacres golf course will be prepared and included in the SDEIS. Any Party may provide Crossroads with information on organic golf course management practices that they recommend for inclusion in the SDEIS Organic Management Plan. The Parties will work cooperatively to provide this information in a timely manner, and in no event later than sixty (60) days after execution of this Agreement. The parties to this Agreement recognize that prevention is essential to organic turf disease management. To that end, the Plan will seek to advance such turf disease prevention strategies as minimizing the turf area that must be managed; planting disease-resistant species and/or cultivars; avoiding over-fertilization and over-irrigation; implementing a comprehensive cultural management regime focused on those practices that promote an environment not conducive to pest proliferation, including practices that enhance the edaphic environment as well as those other factors contributing to turfgrass plant health and ability to resist pest pressure. At a minimum, the Plan will cover the following topics: general turf fertility and health management; biological controls; mechanical controls; pest thresholds; individual management and treatment strategies for anticipated insect, disease and weed pest ; watershed contamination prevention best management practices, wildlife and habitat considerations, golfer outreach and education, worker training and record-keeping and monitoring.

B. After issuance of all permits necessary for construction of the modified project, the Organic Golf Course Management Plan will be submitted to the Technical Review Committee described below, prior to the construction of the golf course and updated on an annual basis thereafter, and more frequently if necessary consistent with paragraph D(3). The Plan will contain, among other things, the protocol for the golf course operation that will establish and preserve a high quality playing surface while adhering to the organic management principles set forth in this Agreement.

C. Organic Golf Course Technical Review Committee.

1. Establishment of Committee:

After issuance of all permits necessary for the construction of the modified project, an Organic Golf Course Technical Review Committee will be created by the NYSDEC. The Committee shall be composed of five (5) members, including: a representative of the NYSDEC, who shall chair the Committee; a representative of the NYCDEP and the superintendent of the Wildacres Golf Course or a Crossroads' designee until the superintendent is hired. In addition, Crossroads and the NGO signatories to the Agreement through NRDC will each identify an expert in turf management and/or organic turf management, to serve on the Committee.

2. Authority of the Committee. The Committee will:

a. Review the Organic Management Plan prepared by the operator on an annual basis (and any modifications to the Plan as may be sought by the operator) for the

purpose of insuring the consistency of the Plan (and any such modifications) with the goals and objectives of this Agreement;

b. Review implementation of the Organic Management Plan at least annually in conjunction with a yearly audit of Plan implementation;

c. Review pest and input sampling methodologies utilized, monitoring reports prepared and data regarding type and quantity of inputs applied. For any inputs approved by the Committee, data that the Committee will review will also include type and quantity of input as well as surface water and shallow groundwater quality output data collected in accordance with the NYSDEC SPDES permit requirements; the Committee will also review such other monitoring data (and their sampling methodologies) regarding golf course inputs and outputs as may be required by the SPDES permit.

d. Conduct on-site golf course inspections at reasonable times;

e. Approve or disapprove: (i) the Organic Management Plan and proposed modifications to such Plan; (ii) requests for Special Use Exceptions pursuant to subsection D. below; (iii) additions or deletions to the lists of approved and disapproved products, pursuant to subsection D(1) and (2) below; such discretionary authority will be exercised by the Chairperson on the advice and recommendation of the Committee;

f. Make recommendations to the operator that may, in the judgment of the Committee, assist in achieving the objectives and principles of this Agreement relating to organic golf course operation;

g. Certify, on an annual basis, at its discretion, that the Wildacres Golf Course operation is following an organic protocol. Such certification shall be issued only where the Committee has: (i) approved an Organic Management Plan submitted annually by the operator; (ii) certified, through an annual audit, that the operator has implemented the Organic Management Plan.

h. Establish its own procedural rules, consistent with paragraph 19 of this Agreement and this Exhibit.

D. List of Approved and Prohibited Products --

(1) Approved Products:

a. The following list of products may be used at Wildacres golf course consistent with an approved Organic Management Plan.

1. Beneficial insects
2. Beneficial nematodes
3. Bt (*Bacillus thuringiensis*)
4. Compost
5. Corn gluten
6. Fish Emulsion
7. Garlic oil/juice
8. Horticultural oils (preferably vegetable-based instead of petrochemical based)
9. Kelp/seaweed extracts
10. Lemon & vinegar formulations
11. Lime
12. Beneficial Microbes and Microbial Derivatives
13. Milky spore

14. Neem
15. 100% Organic fertilizers
16. Pheromone lures
17. Pyrethrin/pyrethrum
18. Rock dust minerals
19. Biopesticides

b. In addition to the approved products listed above, the operator may also use products on the National List of approved substances established under the Organic Foods Product Act of 1990, and products approved as organic by duly accredited certifying organizations such as the Northeast Organic Farming Association (NOFA) and the Organic Materials Review Institute (OMRI), or products or substances defined as "organic" by any future U.S. or New York State organic golf course regulatory program. Finally, the Organic Golf Course Technical Review Committee may include or exclude any product from the approved products list when such decision is supported by scientific peer-reviewed data and the site-specific needs of the operation.

(2) Prohibited Products:

The following list of products may not be used at the Wildacres Golf Course unless specifically approved under the special use exemptions set forth in the following paragraph (3) below.

1. All synthetic, chemical pesticides (unless otherwise included on the Approved Products list)
2. Arsenic
3. Biosolids derived from sewage sludge or industrial waste (i.e. *Milogranite*)
4. Genetically modified products, ingredients, or seeds (Endophytically enhanced seed and improved grass seed cultivars produced through conventional breeding programs are not GM and therefore are permitted.)
5. Piperonyl butoxide and other synthetic ingredients
6. Pyrethroids
7. Tobacco
8. Pesticides dispensed by automatic misting systems

(3) Special Use Exemption:

a. As set forth below, the operator may seek a Special Use Exemption allowing the application of synthetic agents to prevent or treat disease or pest outbreaks at the Wildacres Golf Course. Consistent with the limitations set forth in this paragraph, the use of synthetic agents as a Special Use Exemption to prevent or treat disease or pest outbreaks may be sought by the operator in the annual Organic Golf Management Plan. NYCDEC, after review by the Organic Golf Course Technical Review Committee, shall approve such use of synthetic agents only when such use is determined to be absolutely necessary to maintain a high quality condition of the course and where organic treatment is determined to be ineffective or unavailable. Such Special Use Exemption shall cover the smallest area practicable and/or be utilized for the shortest time period necessary to

address the problem. A Special Use Exemption may also be sought during the course of the year, after adoption of the annual Organic Golf Management Plan. When a Special Use Exemption has been sought by the operator during the course of the year on a non-emergency basis, the failure of NYSDEC and the Organic Golf Course Technical Review Committee to respond within seven days of notice via e-mail and telephone to all five members shall be deemed a granting of the operator's request. Under the circumstances defined below, the operator may make an "emergency request" for a Special Use Exemption. An emergency request, for the purposes of this agreement, is defined as a request that within the judgment of the operator must be acted upon immediately so as to ensure the protection of high quality playable golf course turfs. The NYSDEC and the organic Golf Course Technical Review Committee shall respond to an "emergency request" within forty-eight (48) hours of notice to all five members via e-mail and telephone. When a Special Use Exemption has been sought by the operator as an "emergency request," the failure of the NYSDEC and the Committee to respond within forty-eight (48) hours shall be deemed a granting of the operator's request. In seeking any Special Use Exemption, the operator shall provide sufficient information (including photos, if appropriate) setting forth the rationale for the request. Whenever such an exemption is granted by NYSDEC during the course of the year, the exemption shall be included as an approved revision to the annual Organic Golf Course Management Plan.

b. In the event that the operator uses any synthetic agent after complying with the procedures of this paragraph, such operator is prohibited from claiming in radio, television, internet or print advertising, or otherwise representing to the public either orally or in writing, that it operates an organic golf course. Such prohibition shall remain in effect from the date of application of the synthetic agent until the date the Committee certifies that the operator has for three consecutive years continually implemented an organic management protocol as set forth in this agreement without a Special Use Exemption. The prohibition described in this paragraph shall not be interpreted so as to require the operator to destroy any previously printed materials or to cancel any advertisements for which the operator has previously entered into a binding contract. Approval of a Special Use Exemption does not relieve the operator from complying with all other requirements of paragraph 19 and this Exhibit.

EXHIBIT F

EXHIBIT F (August 24, 2007)
BELLEAYRE RESORT AT CATSKILL PARK
WILDACRES AND HIGHMOUNT
STORMWATER QUANTITY AND QUALITY PROTOCOLS

The following provides the proposed methodologies to be employed and assumptions that will be used for advancing stormwater management design¹ for Wildacres resort and the alternative development plan for the lands that were formerly Highmount Estates.

A. Model Used

The Stormwater Model that will be used is the; HydroCAD Stormwater Modeling System, Version 7.1 or higher, by Applied Microcomputer Systems. The SCS TR-20 method will be utilized.

B. Storms Analyzed

The intensity of rainfall varies considerably during a storm as well as over geographic regions. To represent various regions of the United States, SCS developed four rainfall distributions (I, IA, II, and III) from available National Weather Service duration-frequency data. Type II is the type of storm that SCS has mapped for the Crossroads assemblage. Type II represents the most intense, short duration rainfall of the four different distributions.

The storms analyzed are those specified in the August 2003 New York State Stormwater Management Design Manual (the Manual). Those storms are:

1. The Water Quality volume, the 90% rainfall event totaling 1.3 inches as per Figure 4.1 of the Manual.
2. The Channel Protection Volume, 1-Year, Type II Design Storm having a 24-hour rainfall total of 3.5 inches as per Figure 4.4 of the Manual.
3. The Overbank Flood Control Volume, 10-Year, Type II Design Storm having a 24-hour rainfall total of 6.0 inches, as per Figure 4.5 of the Manual.
4. The Extreme Storm, 100-Year, Type II Design Storm having a 24-hour rainfall total of 8.0 inches as per Figure 4.6 of the Manual.

¹ This document, and all future stormwater design for the proposed project, will meet or exceed NYSDEC SPDES General Permit 02-01 requirements, the NYSDEC Design Guidelines, and the New York Standards and Specifications for Erosion and Sediment Control. As a result, general comments contained in Charles D. Silver's documents "Technical Comments on the Camarda Park Proposal to the Town of Carmel, NY" dated July 1, 2005 and SEQRA Comments of the New York City Watershed Inspector General to the Town of Patterson Planning Board" dated September 25, 2006 will be met.

- The 25-Year Design Storm having a 24-hour rainfall total of 6.5 inches. The inclusion of this storm is a local and DEP requirement and will be required as the project moves through the respective reviews.

C. Identification of Design Points

A revised pre-development model will be created for use in predicting stormwater runoff at the proposed Design Points. Revised Design Points have been identified at points of interest where flows can be easily determined, locations that are down gradient of proposed development, and as close as possible to the areas of proposed development. Revised Design Points were identified during fall of 2006 field investigations and inspected again in the spring of 2007.

Design Point	Structure Type	Location
1	Drop inlet with 24" Smooth Steel Pipe	\pm 380' upgradient from mountain stream in village
2	Drop inlet with 24" Smooth Steel Pipe	\pm 720' upgradient (east) from Design Point 1
3	Drop inlet with 24" Smooth Steel Pipe	\pm 1920' upgradient (east) from Design Point 2
4	Drop inlet with 24" Smooth Steel Pipe	\pm 1040' upgradient (east) from Design Point 3
5	Drop inlet with 24" Smooth Steel Pipe	\pm 1100' upgradient (southeast) from Design Point 4
6	Drop inlet with 24" Smooth Steel Pipe	\pm 420' upgradient (southeast) from Design Point 5
7	4' x 3' Stone Culvert	\pm 70' downgradient (north) from Gunnison Road
8	(2) 18" Smooth Steel Pipes	\pm 190' downgradient (north) from Gunnison Road
9	2' x 3' Stone Culvert	\pm 890' downgradient (north) from Gunnison Road
10	5' x 8' Stone Culvert	\pm 1405' downgradient (north) of Gunnison Road
11	2' x 3' Stone Culvert	\pm 2105' downgradient (north) of Gunnison Road
12	CB w/ 24" CMP	At Intersection of Van Loan Road & Rte. 49A
13	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)
14	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)
15	12" Smooth Steel Pipe	Along Rte. 49A (below Highmount)

D. Pre-Development Subcatchment Mapping

Once the Design Points are chosen, individual subcatchments are derived from field observation and mapped data. The individual subcatchments include;

- Areas of cover type taken from air photos and field observation, and vegetation community type mapping derived from field observation.
- Soils types compiled from on-site high intensity soils mapping.
- Time of concentration flow paths based on existing conditions and mapping. These will begin with a sheet flow segment, transitioning to shallow concentrated flow and channel flow where these conditions exist. Channel conditions were determined by field observation, and the position and orientation of channels was established using GPS data.

E. Proposed Flow Paths

The flow paths within each subcatchment have been field verified to include existing culvert sizes and pitches, the geometry, cover type and slope of existing swales or ditches and the condition of cover types for sheet flow and shallow concentrated flow components. Reach segments will be included to link individual subcatchments together to create a path to the individual design points. Reaches will be described in a similar fashion as the time of concentration segments. A separate reach will be described for every significant change in cover type, slope or geometry.

These factors will combine to create a pre-development HydroCAD Model that will accurately predict the existing hydrology.

F. Proposed Methodology

The proposed stormwater management plan for the sites will be developed in accordance with the guidelines established in the Manual and the Rules and Regulations for the Protection from Contamination, Degradation, and Pollution of the New York City Water Supply and its sources, 10 NYCRR §128-3.9. The primary design goal is to meet the water quality objectives as discussed in the Manual. In order to achieve the primary goal of meeting water quality objectives, while at the same time mitigating potential impacts associated with increased stormwater runoff, the design of the stormwater management system will follow the guidelines presented in the Manual and 10 NYCRR §128-3.9.

The proposed ponds will be located in close proximity to the golf course and other proposed facilities and in locations that provide the best opportunity for treatment and flow attenuation. Subcatchments will be created around areas that contribute to the individual basins or proposed points such as catch basins or culverts. The subcatchments will be linked by reaches, which will be modeled, including pipes, culverts, swales and any facilities that will transmit runoff. The proposed flows associated with the five design storms will be treated and attenuated at or below the pre-development rates at each design point.

G. Construction phasing

This project is being administered under an individual industrial permit for construction stormwater discharges. The permit will be issued following a detailed evaluation by NYSDEC. Specific discharge points will be identified for water quality monitoring. An annual report will be prepared to report on any necessary maintenance or repairs.

The individual stormwater permit process incorporates a control program for both construction and operational phases of the project. During construction, temporary basins will be sized for the 10-year event and clean water will be diverted or protected during construction. A rigorous phasing and subphasing program is being implemented that incorporates rapid revegetation. Enhanced stormwater controls, including reinforced silt fence, extensive use of rolled erosion control products, temporary tarps to cover soil, wood cellulose bonded fiber matrix products (Eco Aegis, Eco Fibre, Soil Guard), along with an independent work force to repair temporary

stormwater facilities will be implemented. These types of construction phase measures are conceptually presented in materials prepared by Charles Silver (see Footnote 1 on page 1).

The stormwater modeling is making use of extensive site-specific soils data and regional information on runoff quality and quantity.

The following goals will be met by the construction phasing and erosion control/sediment control program:

1. Land disturbance will be divided into small compartments that can be rapidly constructed and stabilized.
2. Where possible, water flowing from areas up-slope of construction will be diverted away or around exposed construction areas to limit erosion and pollutant loading into relatively clean water.
3. Construction will be sequenced to maximize immediate permanent stabilization and utilize effective temporary stabilization where and when necessary.
4. The extent of areas of unstabilized soils are reflected in the phasing plans attached as an exhibit to the Agreement in Principle. Unstabilized areas will always be protected with enhanced erosion control measures in place. Construction phasing will attempt to disturb only 15 to 18 acres per phase.
5. The erosion control program will dictate the construction sequencing.

The construction phasing and erosion control plans will protect local surface water resources and the New York City drinking water supply, while at the same time allowing for the construction of the project to occur in a logical and controlled manner in a timeframe that does not make the construction of the project economically unfeasible.

The golf course at Wildacres is proposed to be built in a two-year period. A substantial amount of sod is proposed to be used. If enough sod is available and the timing is correct, 9 holes are proposed to be opened in the second year of development.

Central to the understanding of the overall process is the hierarchy of project phases, subphases or stages, and subcatchments.

- a. Phases – Phases represent various components of the Wild Acres project.
- b. Subphases or Stages – All subphases will have balanced cuts and fills. Some subphases will include the “transition areas” that tie together some contiguous golf holes (i.e., tee/green complexes, tee complexes, green complexes). It is important that these areas be graded at the same time in order to accurately create the golf course the way it was designed by the golf course architect.

- c. Subcatchments – Each subphase includes subcatchments (which relate to the HydroCAD model). The subcatchments form the basis for designing the permanent and temporary, construction phase retention basins.

The phasing below describes a sequence for typical golf course construction. Simultaneously, work will continue at the hotel site.

Temporary sediment basins and other sediment controls will be installed in accordance with the construction details, stabilized and functional prior to mass earthwork.

d. General Construction Phases

- (1) Construction stakeout and golf course centerline stakeout for entire phase.
- (2) Centerline clearing for Subphase 1.
- (3) Construction access and perimeter control for Subphase 1.
- (4) Temporary basins rough grade and stabilized in Subphase 1.
- (5) Tree harvest without grubbing in Subphase 1.
- (6) Stump grub, fine grade stormwater basins and stormwater swales, stabilizing swales with rock or geotextile in Subphase 1.
- (7) Rough and final grade Subphase 1.
- (8) Install permanent irrigation lines in Subphase 1.
- (9) 9A. Stabilize Subphase 1 with temporary measures as specified, and
- (10) 9B. Perform Steps 2, 3 and 4 in the Subphase 2.
- (11) Upon completion of temporary stabilization of Subphase 1, repeat Steps 5-8 in Subphase 2.
- (12) After permanent irrigation lines are installed in Subphase 2 immediately topsoil, install irrigation heads and install permanent stabilization (sod/seed) in Subphase 2.
- (13) Continue topsoiling and permanently stabilize into Subphase 1 which was previously temporarily stabilized.
- (14) Perform Steps 2 and 3 in the Subphase 3.
- (15) When a portion of Subphase 1 requires topsoiling and final stabilization, clear, but don't grub, a portion of Subphase 3.
- (16) After Subphase 1 is completely permanently stabilized, construct Subphase 3 through temporary stabilization (Steps 4 through 9A).
- (17) Continue construction through Subphases 4 then 5 and 6 using the same sequence described above for Subphases 1, 2 and 3.
- (18) Upon establishment of permanent cover, remove temporary drainage swales and basins. Convert appropriate temporary basins to be utilized during operations to their permanent condition (by Subphase).
- (19) Stabilize all remaining disturbed areas (by Subphase).
- (20) Remove perimeter erosion control after vegetation stabilization is established (by Subphase).

Whenever disturbed soil in an area in excess of 5 acres is to be left open for more than 7 days, temporary surface stabilization measures, including rapid mulching will be applied. In areas of disturbed soil less than 5 acres in size, the 14-day requirement would apply. If irrigation water is not yet available near the completion of any subphase, apply temporary stabilization measures such as high tack wood fiber bonded matrix (tackifier) and move to next Subphase. Minimal areas will be disturbed, and by phasing the project in this manner, the construction sequence can limit exposed soils yet progress in a logical fashion.

It is anticipated that construction work will occur six days a week and many activities will occur 10-12 hours daily especially during June and July in order to accomplish this segmented construction process within the construction season.

H. Sediment and Erosion Control Protocol

Central to the construction phasing and erosion control plan are a number of factors designed to mitigate potential impacts commonly associated with construction projects that involve large amounts of earthwork activities. These include:

1. Perimeter erosion control will be installed at the current work area prior to site disturbance.
2. All of the relatively small compartments of construction and soil disturbance will have temporary sediment basins designed to capture and hold all runoff from a storm with the volume and intensity that can be expected to occur from a 10-year, 24-hour, type II storm.
3. The runoff water captured in the temporary stormwater basins will be treated with Chitosan® flocculent to reduce stormwater turbidity prior to dewatering the stormwater basins when deemed necessary by the Erosion Control Superintendent. The Erosion Control Superintendent will notify the Independent Stormwater Monitor (Independent Monitor) that Chitosan® is being used. Use of Chitosan® will conform to the following requirements:

***Water Treatment Chemical (WTC) Authorization
(Draft SPDES Permit NY 027 0661)***

The permittee is authorized to use Storm Klear Liqui-Floc (chitosan acetate) during construction periods only, for the treatment of stormwater which accumulates in any stormwater management pond, provided the following conditions are met.

Dosage – Runoff water collected in ponds shall be treated with chitosan based on the turbidity level and quantity of water being treated, at doses which result in a maximum concentration for the appropriate turbidity range, as follows:

<u>Pond Turbidity</u>	<u>Maximum Pond Concentration (mg/l)</u>
100-400	1.0
400-1400	1.1
1400-2400	1.2
2400-3400	1.3
3400-4400	1.4
4400-5000	1.5

Discharge – Stormwater treated with Storm Klear Liqui-Floc shall be discharged in accordance with the following requirements:

- No treated stormwater may be directly discharged to any surface water under any conditions.
- No treated stormwater may be discharged which exceeds a 50 NTU turbidity value, in any manner.
- Whenever possible, treated stormwater must be transferred from a stormwater management pond to an Irrigation Pond for future irrigation purposes.
- Stormwater which cannot be transferred to an Irrigation Pond, due to insufficient capacity or for any other reason, must be discharged to the ground (overland flow) at a location which is at least 300 feet from the nearest surface water, including intermittent streams, in an area which is fully vegetated at the disposal location and over the entire pathway to the surface water.
- Discharge of the treated stormwater to land must be performed in a manner which results in even and controlled distribution of the stormwater, and which will not result in scouring, channelization, or erosive velocities.

No other WTC may be used by the permittee without prior authorization, on a case-by-case basis, by the Department.

4. Temporary stabilization will be widely implemented during the construction process so that the amount of active construction and unstabilized soil never aggregates more than that presented in the construction phasing plans attached as an exhibit to the Agreement in Principle.
5. Erosion control measures and practices will be kept in place until the areas that they serve are permanently stabilized.

The following provides a description of how these plans will be implemented.

- a. There will be a dedicated erosion control team of 4 to 6 people plus supervisory personnel (Erosion Control Superintendent), whose primary role will be repairing, maintaining and upgrading erosion control devices such as silt fence, construction fence and wattles. These crews will be equipped with all the necessary equipment and supplies necessary to effectively maintain the erosion control devices. The site work contractor will install all

erosion controls and will also be responsible for maintaining the temporary sediment basins under the direction of the Erosion Control Superintendent.

- b. These crews will be directed by the Erosion Control Superintendent who will be a Certified Professional in Erosion and Sediment Control. The Independent Monitor will have the stop-work authority set forth in the Agreement in Principle.
- c. The Erosion Control Superintendent and the crew under their direction will not be employed by the site work contractor, but will be under independent contract to the developer and report directly to the developer's on-site representative.
- d. The site work contractor, as directed by the Erosion Control Superintendent will be responsible for constructing and structurally maintaining the construction phase sediment retention basins that will be constructed site-wide.
- e. The Erosion Control Superintendent will be the single point of contact for all issues related to on-site erosion and sediment control. This individual will be responsible for implementation of the construction pollution prevention plan, monitoring of the local watercourses during the construction process, and oversight on the progress of the construction project.

Given the complexity of the plan to construct the site it will be necessary to have a comprehensive process to share information on the construction process. A constant update of the construction process will be necessary. The contractors will have to closely monitor daily progress as it relates to all the construction tasks from site clearing to final grading. A common set of electronic plans will have to be maintained at a central location that is updated on a frequent basis in order to maintain accurate and up-to-date stormwater control reports.

Along with the administrative staff it can be anticipated that a significant amount of personnel time will have to be expended to carry out the monitoring requirements on the watercourses and of the stormwater control facilities including the retention basins along with the perimeter controls. Status reports on erosion control facilities as well as the water quality monitoring data will have to be compiled at a central location.

- f. All contractors and subcontractors are required to sign the SWPPP and adhere to its protocol. This ensures deliberate implementation of stormwater controls as the SWPPP is a contractual agreement.

Overall project phasing designed to control erosion by limiting the amount of construction at any given time.

The following are measures proposed to mitigate potential erosion.

- (1.) Construction will be phased over a multi-year time period so as to reduce the amount of disturbed soil at any given time. Work on subsequent Phases will not begin until the area in the previous Phase is stabilized. Likewise, work on a subsequent subphase or stage will not begin until the area in the previous stage is nearly all stabilized (last 5 acres being stabilized).
- (2.) Temporary sediment basins will be located throughout the proposed development. These basins will be sized to capture and hold the runoff from a 10-year storm of 6 inches in 24 hours falling on bare soil.
- (3.) Fairway drains will be installed during construction, and during construction these drains will consist of a perforated standpipe surrounded by a gravel/rock jacket all surrounded by perimeter silt fence. These fairway drains will be piped to temporary sediment basins that will be converted to operational phase basins. During final stabilization the silt fence and stone/gravel jacket will be removed, the standpipe cut flush with finished grade and a grate placed over the inlet to the drain pipe.
- (4.) Any areas of disturbed soils or soil stockpiles that will not be worked on for a period of fourteen (14) consecutive days will be temporarily stabilized by hydroseeding with ryegrass and mulch. Preferred mulch materials are Eco Aegis® and Soil Guard®.
- (5.) Sod will be used in many areas to provide more rapid stabilization. Approximately 50 acres of sod will be used for golf course construction.
- (6.) Erosion control products will be chosen based on their suitability for the different slopes. Temporary stabilization will be widely utilized during the construction process to limit exposed soils in accordance with the phasing plan.
- (7.) The permanent irrigation system will be used where and when necessary to supplement precipitation and promote rapid germination and rooting of seeded and sodded areas. If irrigation water is not yet available, apply temporary stabilization measures as specified and move to next stage.
- (8.) NYCDEP will continue to monitor surface water on and around the Crossroads assemblage during and after construction. Any decreases in water quality that can be attributed to the proposed project will result in changes in construction or operations of the project in order to immediately restore local water quality.
- (9.) All erosion control measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of report.
- (10.) Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.

- (11.) Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in ground.
- (12.) All temporary sediment basins will be inspected for stability and integrity once a week or after a storm event of 0.5 inch or more. Any structural failure in sediment basins or trenches that serve them will be repaired within 24 hours after detection.
- (13.) All temporary sediment basins or trenches shall be cleaned out when one foot of sediment or half the design depth of the trap has accumulated. All spoils shall be removed to a stabilized upland area.
- (14.) Seeded and planted areas will be inspected for bare spots, washouts, and healthy growth. If necessary, spot reseeding or sodding will be implemented.
- (15.) A maintenance inspection report will be made after each inspection. Reports will be compiled and maintained on-site.

I. Pollutant loading protocol

1. Sedimentation Basins

Temporary stormwater detention basins will be constructed throughout the area of construction and will be large enough to capture and hold all of the runoff from the 10-year design storm.

Where necessary as approved by the Independent Monitor, basins will be pumped out to the irrigation ponds. Where this is not feasible due to distance and/or topography, the method to empty these basins will be to discharge the water to a spreader pipe laid out in the undisturbed wooded areas below the basins. The spreader pipe will be a four to six inch perforated coil drain pipe with a filter fabric sock around the pipe. The filter fabric sock will reduce spray from the pipe and reduce the potential for undermining the pipe or creating erosion. The sock will also allow the system to act as a soaker hose. The wooded area will polish the stormwater to assure that effluent quality will meet the ambient conditions of the local watercourses. A plan has been developed that allows for the basin dewatering to occur at rates that are the same or less than runoff rates that occur under existing conditions. Dewatering the basins at these rates will prevent erosion in the forested areas below the level spreaders from which dewatering discharges will be made.

2. Water Quality

The project is located within the watershed of one of New York City's water supply reservoirs, the Pepacton Reservoir, therefore the impacts that may result from increased nutrient loading to this Reservoir will be evaluated. Two sources are considered to cumulatively contribute to the overall nutrient export that may be expected from the project development, golf course fertilization and stormwater runoff.

The goal of the project's stormwater management program is to manage runoff water quality to minimize nutrient or contaminant export or closely match pre-development stormwater quality. This will be accomplished by locating stormwater management facilities throughout the project site and by maintaining a low density of development.

The stormwater management system will be composed of appropriate practices for water quality maintenance such as ponds, filtering practices, infiltration practices, and channels. Open channels on slopes over 15% will be rock lined to better manage the velocity of the runoff by providing rough channels.

The proposed pond designs will provide for settling while at the same time minimizing standing water to avoid thermal impacts. The ponds tend to be narrow so that the water is shaded as much as possible. Each pond will have multiple outlets to allow for dispersion of the stormwater events accumulated runoff as well as allowing for infiltration of stormwater captured in the detention ponds. It is necessary to release the stormwater in order to avoid thermal loading associated with standing water and to avoid adverse impacts to local coldwater stream life.

3. Phosphorus Loading

To estimate phosphorus loading at Wildacres a direct calculation method was created using site-specific data collected by NYCDEP. The NYCDEP has operated a stream water quality gauging station on the Big Indian site since 2001. Data sets of stream flow and water quality data have been assembled and approved for use up through 2003. In August 2004, the last evaluation of phosphorus loading was complete.

To create the direct calculation, forest runoff characteristics from Big Indian in the undeveloped condition were utilized. To estimate the runoff quality for a developed site, NYCDEP 1997 (Guidance for Phosphorus Offset Pilot Program, March 1997) was consulted to obtain runoff values for developed areas.

The direct calculation found in the attached document "Total Phosphorus Loading Calculations and Comparisons," August 24, 2004 was determined to be the method with the greatest level of consensus among commenting parties.

This direct method calculation incorporates site specific and regional data. A comparison with the NYCDEP 1997 simple method was completed (see Table B, and pages 9 of 36, 13 of 36, 21 of 36, 25 of 36, 29 of 36, Table 3 and Figure 2).

4. DEP Pollutant Analysis

Pollutant loading analyses will also be performed in accordance with 10 NYCRR §128-3.9.

J. Post Construction Stormwater Controls

In general, stormwater control consisting of a series of road side swales, cross culverts, stormwater micropool extended detention basins and bioretention will be used to capture, convey and detain stormwater runoff from the developed portions of the project site. By creating positive drainage through site grading within each of the subcatchments, the proposed stormwater control systems are capable of reducing post-development runoff rates from a 1, 10, 25 and 100-year storm.

No existing surface waterbodies will be impounded. The ponds used to store irrigation water will be isolated dug ponds and not associated with any of the streams or brooks on the project site. Water levels in the ponds can be controlled by irrigation withdrawals and the amount of replenishment provided so that there is always reserve capacity in the ponds to accept runoff from storm events without the ponds discharging to surface water resources. Sufficient freeboard will be maintained in the irrigation ponds so that they can contain the runoff from the 100-year storm from the areas that drain to them.

The stormwater system for the proposed site will utilize on-site storage with outlet devices to regulate the stormwater discharge. The system is designed to discharge from the storage basins to the existing drainageways. The proposed peak runoff for the project is designed to not exceed the pre-development peak runoff conditions for the 1, 10, 25 and 100-year design storm event.

The majority of the stormwater will be directed through proposed detention basins which will control the release rate from the basins. The detention basins will also serve to capture stormwater contaminants and treat the water quality volume.

The objectives of the stormwater management plan will be to:

- Prevent increased runoff from developed land to reduce potential flooding and flood damage.
- Minimize the erosion potential from new construction.
- Increase water recharge.
- Enhance the quality of stormwater runoff to prevent water quality degradation and preserve water quality in receiving water bodies, including City water supply reservoirs.

These objectives will be accomplished through the implementation of the following:

1. Stormwater impacts associated with clearing and grading, along with the development of golf holes, roads and buildings will be mitigated. This will be achieved through the use of devices such as swales, roadside ditches, catch basins, pipes and micropool extended detention basins. The stormwater facilities will control the 25-year, Type II storm event while withstanding the discharge from a 100-year event.

2. The stormwater system for the proposed project will utilize on-site storage with outlet devices to regulate the stormwater discharge. The system will be designed to discharge from the storage basins to the existing drainageways. The proposed peak runoff for the project is designed to not exceed the pre-development peak runoff conditions for 1, 10, 25 and 100-year design event.
3. The stormwater management system for the project will be designed in accordance with the Manual and 10 NYCRR §128-3.9. This includes peak flow attenuation and water quality treatment through control of the water quality volume.
4. The majority of the stormwater will be directed through proposed ponds. These ponds will also serve to capture and treat water quality volume contaminants.
5. The drainage system will be designed so that it will not adversely affect downstream or adjacent properties.
6. A detailed site re-vegetation and stabilization plan will be developed that will re-establish vegetation quickly after final grade is achieved.
7. Implementation of the operational phase Stormwater Management Plan will result in no net increase in runoff volume to existing drainageways.
8. All operational phase stormwater ponds and bioretention will be maintained in accordance with Section 6.16 and 6.46 of the NYSDEC Stormwater Design Manual and the maintenance requirements included with the stormwater management design report. This includes such things as sediment removal, trash racks, and pond drains.

Materials removed as part of detention basin maintenance will be used on site. As part of golf course maintenance, the application of very thin layers of coarse topdressing to the golf course turf is typical. Much of the materials that will accumulate in the detention basins will be sand from road sanding. Therefore this material will be suitable for topdressing material on the golf course.

Two annual inspections will be conducted after completion of the project. They will take place in April and September of each year. Any necessary repairs will occur during the growing season. An annual report will be prepared to report on any maintenance or required repairs.

EXHIBIT G

Exhibit G

A. Water Supply Special Permit Conditions for Rosenthal Wells Nos. 1 and 2.

In addition to any other conditions that may be required by NYSDEC and NYSDOH, and for purposes of this Agreement in Principle only, the following special conditions will be incorporated into any water supply permit that may ultimately be issued by NYSDEC, pursuant to ECL Article 15, Title 15, for the proposed Belleayre Resort at Catskill Park:

1. Use of Rosenthal Well Nos. 1 and 2 (R1 and R2) shall be limited as follows based upon the measured flow of Birch Creek at the United State Geological Survey (USGS) gauge No. 013621955: Birch Creek at Big Indian, NY:

<u>Maximum Withdrawal Rates (gpm)</u>		<u>USGS Gauge Flow</u>
<u>R1</u>	<u>R2</u>	
57	71	greater than 14.6 cfs (50% Tenant flow)
28	78	8.7 to 14.6 cfs
None	78	less than 8.7 cfs (30% Tenant flow)

Withdrawal rates of 57 and 28 gallons per minute (gpm) for R1 shall not be resumed until flows in the creek return to 14.8 (14.6+ 0.2) and 8.8 (8.7+ 0.1) cubic feet per second (cfs) respectively for a continuous period of at least one week. When the higher R1 rates are resumed, R2 rates must also be reduced as per the above table.

2. The permittee may submit a plan for review and approval by NYSDEC and NYSDOH prior to any additional testing of Rosenthal Wells No. 1 and 2 it may decide to undertake, for such purposes as evaluating any potential impact on Birch Creek that might result from a higher withdrawal rate from Rosenthal Wells No. 1 and 2 than is provided for under the table in special condition No. 1.
3. The permittee shall make provisions to restore the quality or quantity of the Village of Fleischmanns' existing sources of supply should the approved project have any significant adverse effects on them.
4. The permittee shall assure the provision of an adequate supply of water to those residents whose public or private potable water supply wells are significantly diminished or rendered non-productive by the permittee's use of any sources of water supply approved by this permit.

B. Pump Test Protocol Applicable to All Potable Wells for Belleayre Resort at Catskill Park other than Rosenthal Wells Nos. 1 and 2.

The pump test protocols applicable to all newly developed and permitted wells, other than Rosenthal Wells Nos. 1 and 2, serving as a source of potable water to the Belleayre Resort at Catskill Park will include all applicable requirements contained in the following:

1. NYSDEC TOGS 3.2.1., Appendix 10 ("Public Water Supply Permit Program Application Processing") eff. Aug. 31, 2005.
2. NYSDOH Appendix 5-B ("Standards for Water Wells") to the NYS Sanitary Code, 10 NYCRR Parts 1 to 24, eff. Nov. 23, 2005.
3. NYSDOH Appendix 5-D ("Special Requirements for Wells Serving Public Water Systems") to the NYS Sanitary Code, 10 NYCRR Parts 1 to 24, eff. Nov. 23, 2005).
4. In addition to the above requirements, and for purposes of this Agreement in Principle only, the following additional conditions will apply:
 - a. Crossroads will conduct the 72 hour NYSDEC pump test pursuant to item No. 1 of paragraph B above.
 - b. If hydrogeologic requirements of both the NYSDEC and NYSDOH protocols identified in item Nos. 1, 2, and 3 of paragraph B above are achieved (i.e., stabilized water level during the last six hours of the test), then pumping may cease and recovery must be monitored for at least 24 hours or, if 90% recovery has not been achieved, until 90% recovery has been achieved.
 - c. In the event that the hydrogeologic requirements of the above-referenced NYSDEC protocol are achieved, but those of NYSDOH referenced in items Nos. 2 and 3 of paragraph B above are not achieved, then Crossroads will follow a modified NYSDOH stabilized drawdown test as follows.
 - (i). The test pumping rate will be lowered by some amount up to 10%, as determined by NYSDOH staff, in consultation with the technical consultant for Crossroads. The aquifer must be allowed to equilibrate for 6 hours prior to a second 6 hour period during which stabilized drawdown in the manner required by NYSDOH must be observed.
 - (ii). If at any time NYSDOH or the technical consultant for Crossroads determines that another pumping rate decrease is necessary (i.e., a maximum additional 10% lowering of the pump rate, as determined by NYSDOH staff in consultation with the technical consultant for Crossroads), the minimum 6 hour equilibration period starts anew followed by another 6 hour stabilized drawdown observation period. This process may be repeated as necessary until it is

determined that a suitable pumping rate has been established and that a 6 hour stabilized drawdown observation period has been achieved.

EXHIBIT H

EXHIBIT H

NYCDEP expects to enter into separate agreements with Crossroads and with NYSDEC to accept the wastewater generated by the project at its Pine Hill Wastewater Treatment Plant (WWTP) and the Bellearye Mountain Ski Center. Set forth below are: (A) the expected terms of such agreements; (B) conditions that must be resolved prior to the NYCDEP's entering into the agreements; and (C) a draft letter associated with one of the conditions set forth in Section (B).

A. ANTICIPATED TERMS FOR AGREEMENTS UNDER WHICH NYCDEP WILL ACCEPT WASTEWATER AT THE WWTP.

Terms for Agreement with Crossroads

1) Limitations on Connections to the WWTP

- a) The right to connect to the sewer line is limited to the structures designated in the drawings depicting the layout for the modified project plan/lower impact alternative proposal, Exhibits A and C, as they may be adjusted and designed in accordance with this Agreement in Principle.
- b) The flow from the Crossroads Project is limited to a monthly average daily flow 195,000 gpd.

2) Financial Arrangements

- a) Sewerage Fees:
 - i) The annual sewerage fee for the Crossroads Ventures Project will be the actual average daily flow rates from the Project, calculated on an annual average basis, multiplied by \$1.43 per gallon per day (the "per gallon day rate").
 - ii) Crossroads' payment for sewerage fees for the period beginning when the Crossroads collection system is connected to the Pine Hill collection system and declared functional and ending on the following December 31 ("Initial Payment Period") will be pro-rated, calculated by multiplying (a) the total actual flow during the Initial Payment Period divided by the number of days in the Initial Payment Period, multiplied by (b) \$1.43 per gallon per day multiplied by the number of days in the Initial Payment Period and divided by 365.
 - iii) Payment will be due no later than January 31 of each year after the commencement of the Initial Payment Period, and must be accompanied by documentation of the actual flows during the the Initial Payment Period or previous calendar year, as the case may be, and the calculations used to

determine the amount of payment.

- iv) The per gallon per day rate beginning with the fourth year after connection shall be adjusted annually to reflect the rate of inflation or deflation, based on a rolling three-year average of the previous three years' Consumer Price Index or its successor.
- b) Capital Costs: Crossroads is solely responsible for the entire capital cost of designing, constructing and installing the pump station(s), pipeline and other facilities needed to make the connection from Crossroads to the WWTP, including without limitation the costs of any easements across third party property, the costs of excavation, and the costs of restoring or repairing any public roads or rights of way. If any Pine Hill collection system existing infrastructure is used and as a result needs to be modified or expanded, Crossroads Ventures will be responsible for the costs thereof.
- c) Ownership/O&M: With the exception of the equalization tank discussed below, the pump station(s), pipeline and other facilities associated with the connection will be the property of Crossroads (and its successors) and Crossroads (and its successors) will be responsible for all costs of operation, maintenance, and future repair or replacement as necessary of those facilities, and compliance with any applicable permits.
- d) Flow Equalization and Inflow/Infiltration:
 - i) Crossroads will bear the costs of engineering and construction of an equalization tank, the purpose of which is to ensure that the Crossroads project will not exacerbate flows to the Pine Hill WWTP during wet weather periods when the existing Pine Hill collection system is subject to excessive I&I. As such, the equalization tank will be designed to accommodate two days Crossroads Project permitted flow ($195,000 \text{ gpd} \times 2 \text{ days} = 390,000 \text{ gallons}$) plus potential infiltration into the Crossroads collection system and the sewer line from Crossroads to the WWTP equating to 100 gallons per inch of pipe diameter per mile per day (9 L/mm of pipe diameter kmd per Ten States Standards Section 33.94).
 - ii) Crossroads' obligation is for the design and construction of an equalization basin, designed in accordance with Ten States Standards Chapter 65 (Flow Equalization), at the WWTP site (with the understanding that, if such design is used solely for determining the amount of a financial contribution from Crossroads, the design need not accommodate any site-specific conditions or limitations at the WWTP site that would increase the cost of the tank). Such a tank would be the property of NYCDEP, which would operate and maintain it.
 - iii) In the event the City elects to build an equalization tank to equalize flows from the Crossroads Project as well as from the existing Pine Hill collection

system at the Pine Hill WWTP, Crossroads may satisfy this condition by paying the City an amount equal to the cost for Crossroads to design and construct the equalization tank described herein. Crossroads will prepare engineering plans in sufficient detail for a conceptual regulatory review and to generate an engineering and construction cost estimate and that estimate will be used to determine the cost of this obligation.

- 3) Operation and Maintenance: NYCDEP shall have the right, upon reasonable notice, to inspect all pipe lines, pump stations, grease traps, and other appurtenances to the sewer connections to the Crossroads Project.
- 4) Agreement Is Not Precedent: The agreement between NYCDEP and Crossroads is not intended, nor can it be relied upon, to create any rights enforceable by any person or entity, whether or not a party to such agreement, in any request for connection, application, adjudication, litigation or other proceeding with the NYCDEP. The agreement does not constitute a change or interpretation of any policies, guidance, or requirements of NYCDEP with regard to out-of-district connections to Pine Hill or any other NYCDEP-owned WWTP in the watershed.

Terms for Agreement with NYSDEC

- 1) Limitations on Connection to the WWTP: The flow to the WWTP from the Belleayre Mountain Ski Center, including both flows from existing structures served by the WWTP and from structures to be connected to the WWTP in the future, is limited to 60,000 gpd.
- 2) Financial Arrangements
 - a) Capital Costs: NYSDEC is solely responsible for the entire capital cost of designing, constructing and installing the pump station(s), pipeline and other facilities needed to make any new connections from the Belleayre Mountain Ski Center to the WWTP, including without limitation the costs of improving or expanding existing sewer lines to accommodate the additional flow, the costs of any easements across third party property, the costs of excavation, and the costs of restoring or repairing any public roads or rights of way.
 - b) Ownership/O&M: With the exception of the equalization tank discussed below, the pump station(s), pipeline and other facilities associated with the connection to the Belleayre Mountain Ski Center will be the property of NYSDEC and NYSDEC will be responsible for all costs of operation, maintenance, and future repair or replacement as necessary of those facilities, and compliance with any applicable permits.
 - c) Flow Equalization and Inflow/Infiltration:

- i) NYSDEC will bear the costs of engineering and construction of an equalization tank, the purpose of which is to ensure that the wastewater flows from any expansion of the Belleayre Mountain Ski Center that may be approved and implemented (“Expansion”) will not exacerbate flows to the Pine Hill WWTP during wet weather periods when the existing Pine Hill collection system is subject to excessive I&I. As such, the equalization tank will be designed to accommodate the expected peak daily flow of 180,000 gallons from the Expansion plus potential infiltration into the collection system equating to 100 gallons per inch of pipe diameter per mile per day (9 L/mm of pipe diameter kmd per Ten States Standards Section 33.94).
 - ii) NYSDEC’s obligation is for the design and construction of an equalization basin, designed in accordance with Ten States Standards Chapter 65 (Flow Equalization), at the WWTP site (with the understanding that, if such design is used solely for determining the amount of a financial contribution from NYSDEC, the design need not accommodate any site-specific conditions or limitations at the WWTP site that would increase the cost of the tank). Such a tank would be the property of NYCDEP, which would operate and maintain it.
- iii) In the event the City elects to build an equalization tank to equalize flows from the Expansion as well as from the existing Pine Hill collection system at the Pine Hill WWTP, NYSDEC may satisfy this condition by paying the City an amount equal to the cost for NYSDEC to design and construct the equalization tank described herein. NYSDEC will prepare engineering plans in sufficient detail for a conceptual regulatory review and to generate an engineering and construction cost estimate and that estimate will be used to determine the cost of this obligation.
- 3) Operation and Maintenance: NYCDEP shall have the right, upon reasonable notice, to inspect all pipe lines, pump stations, grease traps, and other appurtenances to the sewer connections to the the Belleayre Mountain Ski Center.
- 4) Agreement Is Not Precedent: The agreement between NYCDEP and NYSDEC is not intended, nor can it be relied upon, to create any rights enforceable by any person or entity, whether or not a party to such agreement, in any request for connection, application, adjudication, litigation or other proceeding with the NYCDEP. The agreement does not constitute a change or interpretation of any policies, guidance, or requirements of NYCDEP with regard to out-of-district connections to Pine Hill or any other NYCDEP-owned WWTP in the watershed.

**B. CONDITIONS THAT MUST BE MET BEFORE NYCDEP
WILL ENTER INTO THE AGREEMENTS DESCRIBED ABOVE.**

- 1) Sewer Use Regulations: The Crossroads sewerage systems will be privately constructed, owned and operated. As such, a Transportation Corporation will be formed for the purpose of ownership of sewerage infrastructure and related assets and

the Transportation Corporation will be the permittee on any required SPDES permit for the collection system. Crossroads may not connect the Project to the Pine Hill WWTP unless and until the Town of Shandaken consents to incorporation of the Transportation Corporation and such consent includes Sewer Use Regulations specific to the Project at least as stringent as the DEC Model Sewer Use Ordinance and that grants authority to DEP to enforce the terms and conditions of the regulations, in the event the Town fails or refuses to enforce such provisions.

- 2) Crossroads will use best efforts to secure commitments, in substantially the form of the letter set forth below as Section (C), from the Coalition of Watershed Towns, and Delaware and Ulster Counties, that they will not seek to introduce this agreement as precedent for any other out-of-district connections to Pine Hill or any other NYC WWTP in the watershed.

C. DRAFT NO-PRECEDENT LETTER.

[date]

New York City Department of Environmental
Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attention:

Re: City of New York (City) / New York City Department of Environmental Protection (DEP) / Crossroads Project / Connection to Pine Hill Wastewater Treatment Plant

Dear Sirs:

We understand that the City, along with other interested parties, has been engaged in discussions chaired by the Office of the Governor on the future of the proposed Belleayre Resort at Catskill Park project, also known as "Crossroads" (Project). We further understand that the purpose of these discussions is to determine whether agreement can be reached on modifications to the Project which will eliminate certain objections raised during the environmental review of the Project and the NYSDEC issues conference associated with draft permits prepared for the Project.

We have been advised by the developer of Project, Crossroads Ventures LLC, that one of the items it seeks, in consideration of making certain modifications to the Project, is the granting of permission by the City for the Project to be connected to the City-owned, DEP-operated Pine Hill Wastewater Treatment Plant (Pine Hill WWTP), so that sanitary sewage from the Project would be treated and discharged at that facility.

We have been further advised by the developer that the Project property lies completely outside of the boundaries of the former Village of Pine Hill, which constitute the

boundaries of the service area set out in the August 1925 Agreement between the City and such former Village, pertaining to the construction of the Pine Hill WWTP.

This letter will confirm our agreement as follows:

1. We understand that the City views the Project property as "out of district" and therefore not entitled to connect to the Pine Hill WWTP except in the City's discretion and with its prior consent. We further understand that the City takes a similar position with regards to its other wastewater treatment plants (WWTPs) in the New York City Watershed; namely, that property owners outside of the district or service area set out in the agreement calling for construction of the subject WWTP are not entitled to connect to such WWTP except in the City's discretion and with its prior consent. We do not agree with the City's position on this issue and this letter should not be construed as signifying our agreement with, or waiving any objection which we have or might assert with respect to, that position.
2. Notwithstanding Paragraph 1 above, in order to help facilitate an agreement of the parties with respect to the future of the Project, and to induce the City to consent to a connection from the Project to the Pine Hill WWTP, we agree as follows:

If the City consents to such a connection from the Project to the Pine Hill WWTP, we (i) acknowledge that such consent is given within the context of an overall settlement of certain outstanding issues pertaining to the Project and not as a concession or admission by the City that the Project has any right to such a connection; and (ii) agree that the granting of such consent shall not in any way constitute a binding precedent on the City in connection with any other property owner who seeks a connection to a City-owned WWTP. In furtherance of clause (ii) of the preceding sentence, we agree not to assert, in any claim, controversy, action or proceeding involving any other property owner who seeks to connect to a City-owned WWTP, but who is deemed to be "out of district" by the City and therefore ineligible for a connection, that the City has waived its above-stated position regarding "out of district" connections by virtue of having consented to a connection from the Project to the Pine Hill WWTP.

The undersigned represent and warrant that this letter has been duly authorized by their respective governing bodies and executed by their duly authorized representatives.

Yours truly,

EXHIBIT I

Proposed Land Acquisition Plan - After
Prepared for:
CROSSWATER WATERSHED LLC
401 Park Avenue
Albany, NY 12207
by:
LAND USE CONSULTANT, INC.
6-43 Main Street
Poughkeepsie, NY
845-453-1000

ROSENTHAL
WELL PARCEL
±7.5 ACRES

LASHER
ROAD
PARCEL
±5.5 ACRES

BRISBANE
MANSION
±30 ACRES

LANDS TO BE
ACQUIRED BY
NEW YORK
STATE:
1216.5 ACRES



Scale
1/2 MILE

EXHIBIT J

HIGHMOUNT SPA RESORT

ACQUISITION PLAN - AGENT

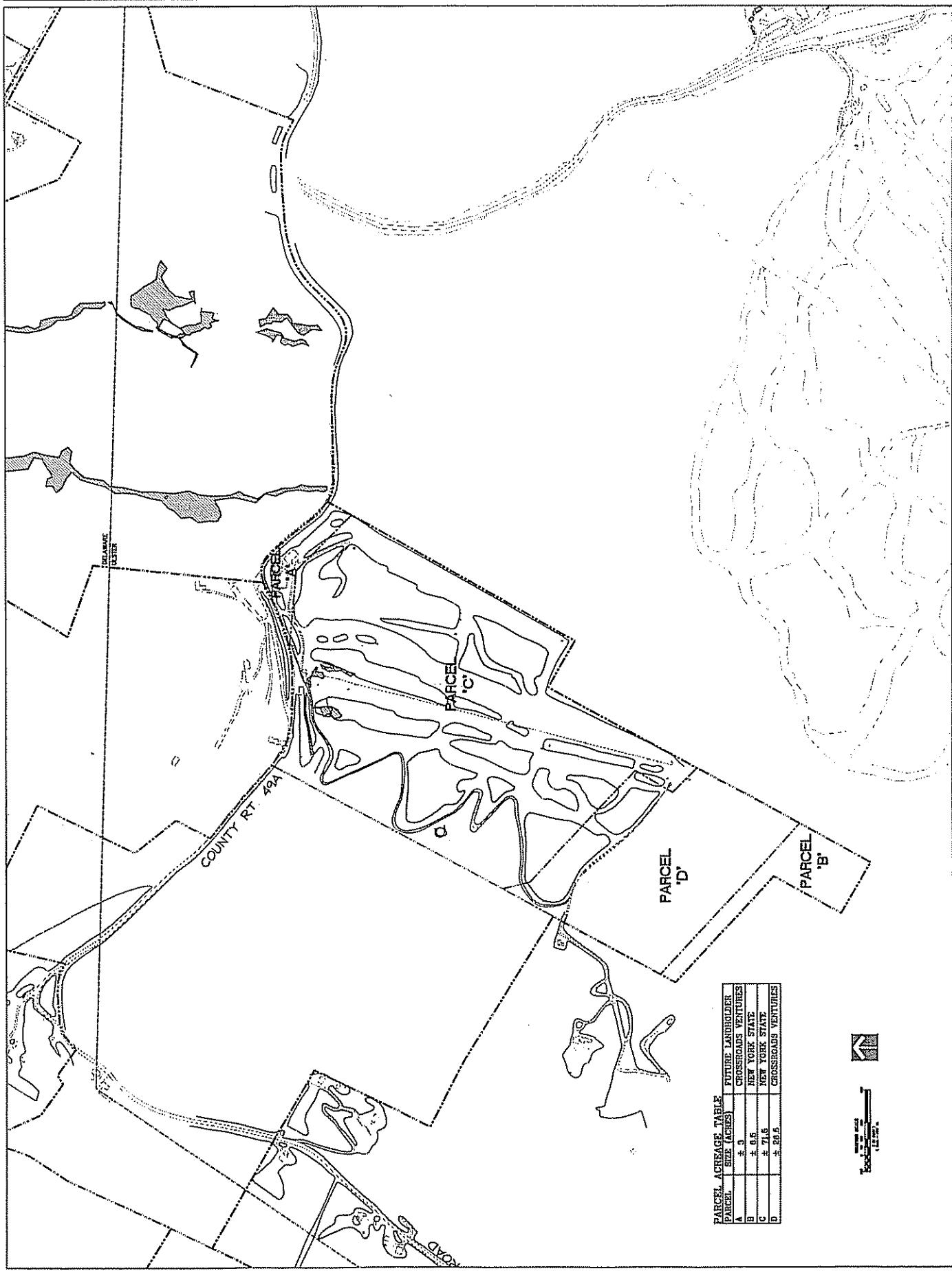
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HIGHMOUNT SPA RESORT

ACQUISITION PLAN

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CITY OF WOODBURYPARCELS FOR
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ACQUISITION

PARCEL ACREAGE TABLE	
PARCEL	SIZE (ACRES)
A	± .3
B	± .6
C	± .715
D	± 26.6

EXHIBIT K

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Date 20/4/97
Area A

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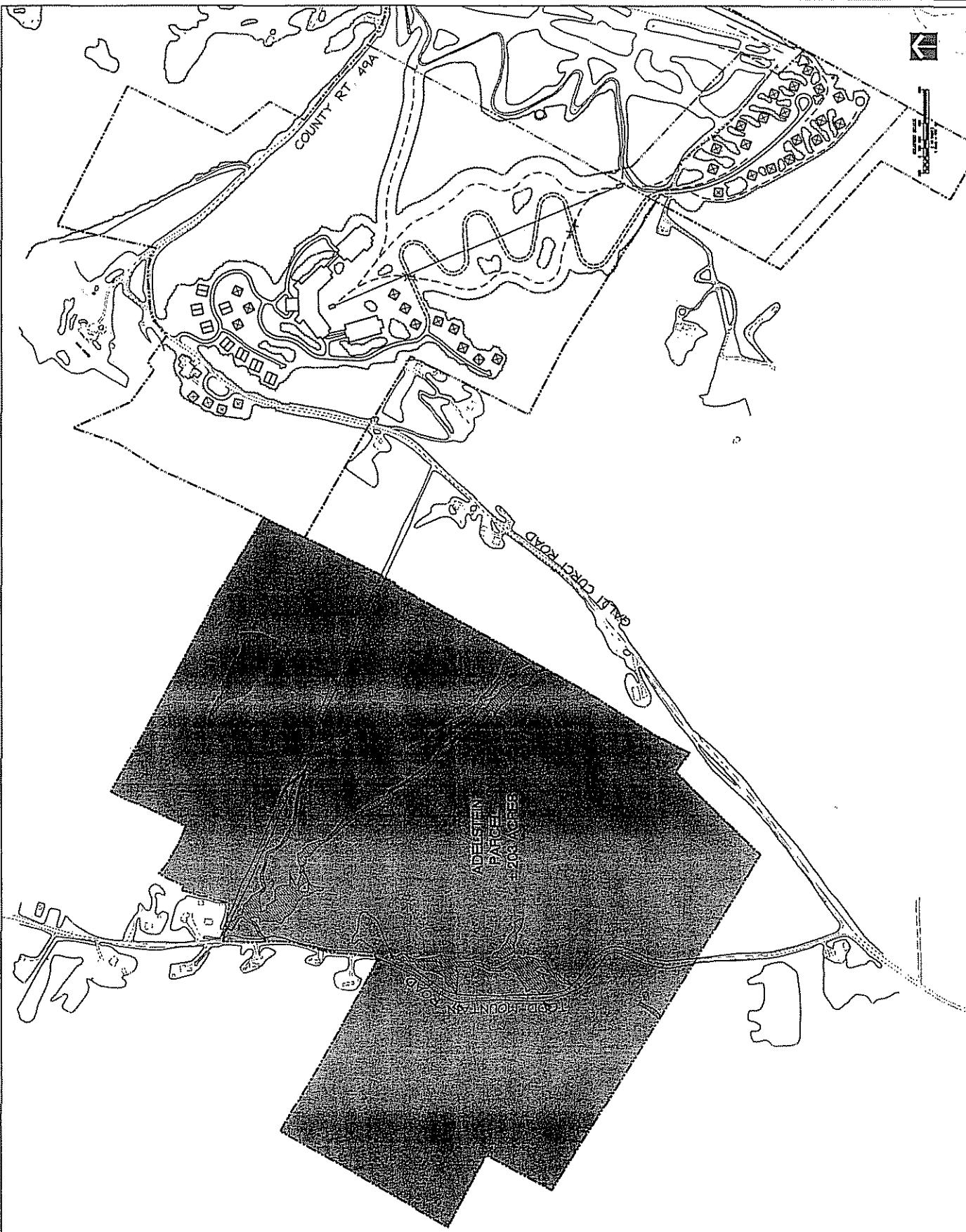


EXHIBIT L

Exhibit L

Watershed Conservation Easement

This Easement, made the _____ day of _____, 200____ between

GRANTOR,

and

THE CITY OF NEW YORK, a municipal corporation having its principal office at City Hall, New York, NY 10007 ("the City")
acting through its agency the New York City Department of Environmental Protection ("DEP"), having an office and principal place of business at 59-17 Junction Blvd., 19th Floor, Flushing, New York 11373-5708,
GRANTEE.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of all that real property and improvements of a certain plot, piece (s) and/or parcel(s) of land, situated, lying and being within the County of _____ in the Town of _____, New York, identified on the County Tax Map as Section _____, Block _____, Lot _____, and being more particularly described in a deed recorded on _____ at the _____ County Clerk's Office, in Liber _____ of Deeds at page _____, a copy of which is attached hereto and made a part hereof as Schedule A [this schedule to be inserted at Closing] ("Grantor's Property"); and

WHEREAS, Grantor intends to convey and Grantee intends to accept a Conservation Easement in and on _____ acres of Grantor's Property, being more particularly described in Schedule B attached hereto and made a part hereof [this schedule to be inserted at Closing] (the portion of Grantor's Property under easement is referred to as the "Easement Property"); and

WHEREAS, the Easement Property contains natural resources such as watercourses, wetlands, and forests, the purity of which are important for maintaining the water quality of the City water supply, which is the source of drinking water for residents of the City and other New York State communities; and

WHEREAS, pursuant to State and Federal Law, the City has a legal responsibility to protect the quality of the water in the water supply system; and

WHEREAS, the City has determined that this Conservation Easement will aid in protecting the City's water supply by protecting natural areas and open space and preventing development and/or other activities that otherwise may degrade water quality; and

WHEREAS, the State of New York has enacted Article 49, Title 3 of the Environmental Conservation Law ("ECL") to provide for the limitation and restriction of development, management and use of real property by conservation easement; and

WHEREAS, the City is a qualified holder of conservation easements as defined in Article 49, Title 3 of the ECL; and

WHEREAS, the City is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code; and

WHEREAS, Water Supply Permit # 0-9999-00051/00001 dated January 21, 1997, granted to the City by the New York State Department of Environmental Conservation, authorizes the City to acquire conservation easements to protect watershed lands;

NOW THEREFORE, in consideration of \$ _____ [the total purchase price pursuant to Paragraph 3 of the Contract For Sale of a Conservation Easement, to be inserted at Closing] and other good and valuable consideration, the receipt from the City and legal sufficiency of which are hereby acknowledged, and pursuant to Article 49, Title 3 of the ECL, Grantor hereby conveys in perpetuity to the Grantee a Conservation Easement consisting of the terms, covenants, rights, restrictions and obligations described herein.

1. PURPOSE. This Easement is granted for the purpose of limiting development and disturbance of the Easement Property; preventing pollution, and protecting any portion of the City's water supply system, including its reservoirs and their tributaries.

2. DEFINITIONS. Certain capitalized words or phrases used in this Easement have specific meanings. These terms are described as follows:

(A). Accessory Structure(s). A building, improvement or Impervious Surface such as a lean-to, shed, barn, gazebo, ski lift, pool, tennis court, etc. that shall not be serviced by a septic system or sewer utilities.

(B). Building Envelope(s). The area(s) identified as such on the Baseline Documentation in which improvement(s), clearing(s), Impervious Surfaces, utilities, water supply, subsurface sewage treatment system(s) have been or may be constructed.

(C). Commercial Bluestone Mining. The mining of bluestone that disturbs at any one time more than 10,000 aggregate square feet of surface area but no more than one half of one percent of the total surface area of the Easement Property, which includes stockpiles and excludes haulage ways. Areas that have been approved for Commercial Bluestone Mining under Section 4.5 B2 but that have then been stabilized and approved as such by DEP shall not be included in this one half of one percent of the total surface area maximum.

(D). Compost. The product of a managed process through which microorganisms break down plant material and Manure into a mature, homogenous fine-particle, humus-like material. Compost is mature and suitable for field application when the decomposition process within a moist aerated pile no longer generates heat, and a moist

sample placed in a sealed plastic bag for one week at a temperature of 20 to 30 degrees Celsius does not emit a septic odor upon opening.

(E). Day/Days. Refers to calendar days.

(F). Farming. Tilling, plowing, harrowing, or the cultivation of agricultural crops, orchards and gardens, or grazing, raising and/or keeping of Livestock.

(G). Forestry. The disturbance, cutting, or clearing, of trees or shrubs on the Easement Property for any purpose during one calendar year if such activities result in: (1) the cutting of more than 10 standard cords of wood or more than 5,000 board feet of timber, or (2) a clearing or disturbance of trees and shrubs on more than one acre of land.

(H). Grantee. The City of New York, acting through its agency, the Department of Environmental Protection, its successors and/or assigns.

(I). Grantor. The owner(s) in fee simple of the real property and improvements that are subject to this Easement. The term "Grantor" shall include Grantor's executors, administrators, legal representatives, devisees, heirs, successors, agents and/or assigns.

(J). Hazardous Materials. Those materials defined as such by applicable local, state or federal regulation.

(K). Impervious Surfaces. Surfaces that are resistant to penetration by moisture. Impervious Surfaces include but are not limited to paving, plastic, concrete, asphalt, and roofs.

(L). Livestock. Animals raised primarily for food, hide, or fiber production, or beasts of burden, including but not limited to horses, sheep, cows, pigs, and goats.

(M). Livestock Animal Unit. One mature cow or two horses or their equivalent based on pounds of Manure produced per annum.

(N). Manure. Feces, urine, other excrement, and bedding produced by Livestock that has not been composted.

(O). Prior Notice and Approval. The phrase "subject to Prior to Notice and Approval" in this Easement indicates that the activity may not be commenced without the written approval of Grantee. The procedures for obtaining such approval are set forth in Section 7. Determinations to approve or deny an activity are within the discretion of the City and are Final. Nothing in this Conservation Easement shall preclude Grantor from challenging a final determination issued by the City in a court of competent jurisdiction.

(P). Prior Notice. The phrase "with Prior Notice" in this Easement indicates that before Grantor may commence the activity, it must first provide Notice of its intention to Grantee. Requirements relating to Notices are set forth in Section 6.

(Q). Mining. The mining of sand, shale, gravel or blueschist for use on the Easement Property as long as the open active mining area is not within 100 feet of a Watercourse or Wetland and is less than 10,000 square feet of surface area at any one time.

(R). Riparian Area. An area adjacent and running parallel to any Watercourse, which area is 50 feet in width on each side of the Watercourse, measured back from the top of each Stream Bank.

(S). Steep Slopes. Land in excess of a fifteen percent (15%) grade.

(T). Stream Bank. The relatively vertical portion of the stream channel adjacent to the Stream Bed.

(U). Stream Bed. The relatively horizontal portion of the stream channel over which water typically flows.

(V). Stream Work. Any activity conducted within a Riparian Area or Wetland or between Stream Banks, including but not limited to Surface or Subsurface Disturbance, cutting or removal of trees and other vegetation, tapping springs, pond construction or maintenance, Stream Bank and Stream Bed disturbance or stabilization, and bridge or culvert placement or removal. Maintenance of existing fords and culverts shown on the Baseline Documentation is not considered Stream Work.

(W). Subdivision/Subdivided. A division of the Easement Property so as to create a new taxable lot(s), parcel(s), or site(s), with or without legal access.

(X). Surface or Subsurface Disturbance. Activities or conditions that may result in siltation and erosion of Wetlands and Watercourses or produce negative impacts to water quality, including but not limited to filling; excavating; grading; mining; drilling or digging for water; applying chemicals, commercial extraction of water; and/or the exposure, addition or removal of topsoil, stumps, sand, gravel, rocks, gas, oil or minerals.

(Y). Utilities. Pipes, cables, transformers, poles and other structures which provide water, sewer, electric, and/or communication services on, over, or under the Easement Property.

(Z). Waste. Materials such as non-composted manure, trash, refuse, sewage, garbage, abandoned vehicles, or other similar debris.

(AA). Watercourse. A visible path through which surface water travels on a regular basis, including an intermittent stream, pond or lake and any areas identified as a watercourse in the Baseline Documentation. A drainage ditch, swale or surface feature that contains water only during and immediately after a rainstorm or snowmelt shall not be considered a Watercourse.

(BB). Wetland. Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do

support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and any areas identified as a wetland in the Baseline Documentation.

3. BASELINE DOCUMENTATION. The Baseline Documentation describes or depicts significant aspects of the Easement Property and consists of those items identified in the Conservation Easement Baseline Documentation, affirmed by the parties in the Certification Document dated _____ attached hereto and made a part hereof as Schedule C [this schedule to be inserted at Closing] as well as subsequent updates, revisions and amendments, if any, ("Baseline Documentation"). The Survey and Baseline Documentation Map identified in Schedule C may be filed in the [insert county] County Clerk's Office.

4. RESTRICTED USES. Sections 4.1 and 4.9 shall apply to the entire Easement Property including the Building Envelope(s). Sections 4.2 to 4.7 shall apply to the Easement Property only outside the Building Envelope(s). Section 4.8 shall apply only to the Building Envelope(s).

4.1. Subdivision. The Easement Property may not be further Subdivided nor a portion conveyed to a third party except that:

(A) **Existing Tax Lots.** Subject to Prior Notice, Grantor may sell, convey or otherwise dispose of one or more tax lots to a third party, provided (1) no additional Building Envelope(s) are created and no existing Building Envelope(s) are divided and (2) such tax lot(s) along with all lots retained by the Grantor are each subject to a new conservation easement, with the following restrictions ("New Easement"):

1. Any threshold or quantity limits applicable to any activity discussed in this Easement will be apportioned by Grantor among the New Easements such that all such rights and limitations in aggregate shall not exceed those provided herein.
2. Except for those threshold and quantity limits apportioned pursuant to Section 4.1(A)1 above, the terms and conditions of each New Easement will be identical to this Easement.
3. Grantee and Grantor shall enter into New Easements with respect to each such lot. Each New Easement, together with a complete metes and bounds description of the New Easement Boundary prepared by a licensed professional land surveyor and reviewed and approved by Grantee, shall be recorded at the appropriate County Clerk's Office.
4. All costs associated with any sale, conveyance or disposal shall be borne solely by Grantor.

(B) **Newly Subdivided Lots.** Subject to Prior Notice and Approval, Grantor may Subdivide the Easement Property to create a new, legally approved, taxable lot or lots provided (1) no additional Building Envelope(s) are created and no existing Building Envelopes are divided and (2) such tax lot(s), along with all lots retained by the Grantor, are each subject to a New Easement in accordance with the following restrictions:

1. Any threshold or quantity limits applicable to any activity discussed in this Easement will be apportioned by Grantor among the New Easements such that all such rights and limitations in aggregate shall not exceed those provided herein.
2. Except for those threshold and quantity limits apportioned pursuant to Section 4.1(B) 1 above, the terms and conditions of each New Easement will be identical to this Easement.
3. Grantee and Grantor(s) shall enter into New Easements with respect to each such lot. Upon completion of the subdivision, each New Easement, together with a complete metes and bounds description of the New Easement boundary prepared by a licensed professional land surveyor and reviewed and approved by grantee, shall be recorded at the appropriate County Clerk's Office.
4. All costs associated with any Subdivision shall be borne solely by Grantor.

4.2. Construction, Maintenance, and Replacement of Structures, Impervious Surfaces, and Utilities. The construction, maintenance, repair and replacement of structures, Impervious Surfaces or Utilities on, over, or under the Easement Property is prohibited except that:

- (A) Without Prior Notice or Approval, Grantor may:
 1. Demolish, maintain, or repair existing Accessory Structures, Impervious Surfaces or Utilities.
 2. Replace existing Accessory Structures, Impervious Surfaces or Utilities in the existing locations and at no more than the existing sizes that are depicted in the Baseline Documentation.
 3. Construct, maintain, and repair elevated deer stands anywhere on the Easement Property.
- (B) Subject to Prior Notice Grantor may:
 1. Construct new or expand existing Accessory Structures on the Easement Property in accordance with the following requirements:
 - a. Accessory Structures may be located anywhere beyond 200 feet of a Watercourse or Wetland.
 - b. Accessory Structures and access thereto shall avoid Steep Slopes and shall be designed and constructed to minimize runoff. Erosion and sedimentation controls shall be installed and maintained, as necessary, during and after construction.
 - c. Accessory Structures shall not exceed 1,000 square feet of surface area in aggregate.
- (C) Subject to Prior Notice and Approval Grantor may:
 1. Construct new Utilities.
 2. Construct Accessory Structures or other Impervious Surfaces beyond 100 feet from but within 200 feet of a Watercourse or Wetland.

4.3. Waste Disposal or Storage of Hazardous or Toxic Materials or Waste. Storing, disposing, dumping, or burying Waste or Hazardous Materials on the Easement Property is prohibited except as specifically permitted by this Easement.

4.4. Farming. Farming on the Easement Property is prohibited except that:

- (A) Without Prior Notice or Approval Grantor may conduct Farming or keep Livestock subject to the following restrictions:
 1. Farming shall not occur on more than 10 acres of the Easement Property during the course of one calendar year.
 2. Surface soil shall be protected as soon as practicable after tilling or other soil disturbance. Bare surface soil shall not be exposed through winter.
 3. Except for Compost, fertilizers derived from natural materials, and agricultural lime, Grantor may not use Manure, pesticides, herbicides, or other chemicals.
 4. Farming as limited herein is allowed only outside of Riparian Areas, Wetlands, or Steep Slopes.
 5. Grantor may keep and/or graze no more than one Livestock Animal Unit on the Easement Property. Such livestock must be managed in a manner consistent with the terms and purposes of the Easement.
 6. Grantor shall erect and maintain adequate fences so as to exclude Livestock from Riparian Areas and Wetlands.
 7. Grantor shall prevent the discharge of Waste or contaminated runoff from Livestock into any Watercourse or Wetland.
- (B) Subject to Prior Notice and Approval Grantor may:
 1. Keep and/or graze more than one Livestock Animal Unit.
 2. Use organic herbicides, organic pesticides, Manure, or chemicals for horses in a manner consistent with the terms and purposes of this Easement.
 3. Conduct Farming on more than 10 acres.
 4. Use fertilizer derived from natural materials for Farming conducted on more than 10 acres.

4.5. Surface or Subsurface Disturbance. Surface or subsurface disturbance of the Easement Property for purposes other than those addressed in Sections 4.2, 4.4, 4.6 and 4.7 is prohibited except that Grantor may:

- (A) Without Prior Notice or Approval:
 1. Protect persons or Easement Property from imminent harm, injury or damage.
 2. Engage in Residential Mining.
- (B) Subject to Prior Notice and Approval:
 1. Conduct Stream Work.
 2. Conduct Commercial Bluestone Mining.

4.6. Tree Disturbance. Disturbing, cutting, or clearing trees or shrubs on the Easement Property for purposes other than those addressed in Section 4.7 are prohibited except that Grantor may:

- (A) Without Prior Notice or Approval Grantor may disturb, cut, or clear trees or shrubs on the Easement Property:
 1. To remove fallen, dead or dangerous trees, limbs or shrubs.

2. For any person's use as long as the trees or shrubs are located outside of Riparian Areas or Wetlands and the disturbance, cutting, or clearing does not exceed the threshold for Forestry set forth in Section 2G herein.

- (B) Subject to Prior Notice and Approval Grantor may:
1. Disturb, cut, or clear trees or shrubs on the Easement Property within a Riparian Area or Wetland.
 2. Use organic herbicides, organic pesticides, lime, or fertilizers derived from natural materials in a manner consistent with the terms and purpose of this Easement.
 3. Conduct Forestry.
 4. Disturb, cut, or clear trees or shrubs on the Easement Property to construct trails for horse riding or to construct ski trails or lifts for the purpose of providing ski access to the Village of Fleischmanns.

4.7 Construction, Maintenance and Replacement of Roads and Trails. Constructing, maintaining, or replacing roads or trails on the Easement Property is prohibited except that:

- (A) Without Prior Notice or Approval Grantor may:
1. Maintain or repair existing roads or trails that are depicted on the Baseline Documentation.
 2. Construct new Non-Impervious trails less than eight feet wide outside of any Watercourses or Wetlands.
- (B) Subject to Prior Notice and Approval Grantor may:
1. Construct new unpaved roads.
 2. Maintain or repair existing and construct new road or trail crossings through Watercourses or Wetlands.

4.8 Limitation of Improvements and Impervious Surfaces within the Building Envelope(s). The total acreage of Impervious Surfaces including but not limited to structures, pavement, tennis courts and other improvements may not exceed one acre or 30% of the total acreage of each associated Building Envelope (whichever is smaller) as identified in the Baseline Documentation.

4.9 Improvements. Residential dwellings and improvements related to industrial use are prohibited on the Easement Property.

5. RESERVED RIGHTS. Grantor retains the rights to use, possess and enjoy the Easement Property as encumbered by this Easement, which rights may be extended to invitees at Grantor's discretion. Such rights include but are not limited to hiking, skiing, hunting, fishing, trapping, sightseeing, and other such activities consistent with the terms and purpose of this Easement. Grantor further retains the right to sell, transfer, lease, mortgage, or otherwise encumber the Easement Property, but only as subject to the restrictions and covenants set forth in this Easement.

6. NOTICE.

- (A) All Notices shall be in writing.

- (B) All Notices sent pursuant to this Conservation Easement, unless otherwise specified herein, shall be delivered personally, by facsimile or regular U.S. first class mail to the following addresses:

GRANTOR:

Address
Address
Address

GRANTEE:

Conservation Easement Stewardship Manager
City of New York, Department of Environmental Protection
71 Smith Avenue
Kingston, New York 12401

7. APPROVALS AND PLANS.

(A) Prior Approvals

1. All requests pursuant to activities that are subject to Prior Notice and Approval ("Requests") shall be in writing and comply with the delivery requirements for Notices set forth in Section 6.
2. Requests shall comply with the information requirements of DEP approval applications, available at the address in 6 (B) above, that are relevant to the activity that is the subject of the request.
3. All Requests shall be prepared by Grantor at his or her sole expense.
4. Grantee shall respond reasonably to all Requests.

(B) Schedule for Determinations of Requests by Grantee:

1. Within 30 days of receiving a Request, Grantee must notify Grantor that:
 - a. The Request is not complete, and specify the additional information that is required; and/or
 - b. A visit to the site (a "Site Visit") where the requested activities are proposed is necessary, and make reasonable effort to promptly schedule such Site Visit; or
 - c. The Request is complete and that Grantee will commence review; or
 - d. The Request has been approved, approved with conditions or denied.
2. Within 20 days of a Site Visit Grantee must notify Grantor that:
 - a. The Request is not complete, and specify additional information that is required; or
 - b. The Request is complete and that Grantee will commence review; or
 - c. The Request has been approved, approved with conditions or denied.
3. Within 20 days of receiving additional information delivered in response to a request for such from Grantee, Grantee must notify Grantor that:
 - a. The Request is not complete, and specify additional information that is required; or
 - b. A Site Visit is necessary, and make reasonable effort to promptly schedule such Site Visit; or

- c. The Request is complete and that Grantee will commence review; or
 - d. The Request has been approved, approved with conditions or denied.
4. In the event Grantee fails to notify Grantor as required in this Section 7 (B), Grantor must notify Grantee in writing by first class and certified mail, postage prepaid, return receipt requested of Grantee's failure to notify, in which case the Request is automatically deemed complete if Grantee does not provide proper notice within 20 days after receiving Grantor's notification.
- (C) Review of Request.
- 1. Within 45 days after a Request is complete, Grantee must notify Grantor that:
 - a. The Request has been approved; or
 - b. The Request has been approved with conditions; or
 - c. The Request has been denied.
 - 2. If Grantor's Request to conduct Forestry is denied by Grantee and Grantor's Property is an eligible tract certified in accordance with Section 480-a of the New York State Real Property Tax law ("480-a"), Grantor may resubmit the Request to Grantee together with a letter from the New York State Department of Environmental Conservation stating that such denial by Grantee would result in the issuance of a notice of violation to Grantor under 480-a ("DEC Letter") at which point Grantee will, within 45 days of receipt of the DEC Letter, notify Grantor that:
 - a. The Request has been approved
 - b. The Request has been approved with conditions which would not result in the issuance of a notice of violation under 480-a.
 - 3. In the event Grantee fails to notify Grantor as required in this Section 7(C), Grantor must notify Grantee in writing by first class mail and certified mail, postage prepaid, return receipt requested of Grantee's failure to notify, in which case the Request is automatically deemed approved if Grantee does not provide a determination of the Request within 20 days after receiving Grantor's notification.

8. INSPECTION. Upon reasonable notice to Grantor, except for reasons of emergency and as provided in Section 11 herein, Grantee and its duly authorized agents, employees, and representatives shall have access to the Easement Property, including but not limited to the right to make aerial inspection(s), to inspect and maintain boundaries, to review proposed and approved activities, to determine compliance with and to enforce any and all terms of this Easement.

9. MORTGAGE, ENCUMBRANCE, or TRANSFER.

- (A) Any deed, mortgage, lien, easement, lease, or other encumbrance on or affecting the Easement Property or any portion thereof (a "Transfer") that arises subsequent to the execution of this Easement shall be subordinate to this Easement.

- (B) Grantor, and the recipient of the Transfer (the "New Grantor") shall notify Grantee in writing within 10 days after any Transfer, such notice to include the full names and addresses of all interested parties.
- (C) The deed or instrument of any Transfer shall specifically state that the interest thereby conveyed is subject to this Easement without any modification or amendment of the terms of this Easement and shall incorporate this Easement by reference, specifically setting forth the date, office, liber and page of the recording hereof.
- (D) The failure of any such instrument to comply with the provisions of this Section 9 shall not affect Grantee's rights under this Easement.

10. ASSIGNMENT OR TRANSFER BY GRANTEE.

- (A) Grantee may assign or transfer this Easement to the extent allowed by and in a manner consistent with law, but only to a qualified holder of conservation easements as defined in Article 49, Title 3 of the ECL, and only to a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code, or to the State of New York, or to the Federal Government or any subdivision of either of them, consistent with Article 49, Title 3 of the ECL, and Section 170(c)(1) of the U.S. Internal Revenue Code. Such government entity or conservation organization shall have among its purposes the conservation or preservation of land and water areas and shall agree to and be capable of enforcing the conservation purposes and terms of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- (B) Grantee will not transfer this Easement to a tax exempt entity unless the entity enters into a written agreement acceptable to and with the assessing unit to make payments in lieu of Grantee's portion of the property tax and ad valorem levies to each applicable taxing entity.
- (C) If Grantee or any successor or assign of Grantee, and the New York State Attorney General cease to exist or cease to be qualified holders of conservation easements as defined in Article 49, Title 3 of the ECL, and fail to assign all of their rights and obligations to a "qualified organization," then the rights and obligations of Grantee under this Easement shall be vested in another "qualified organization" pursuant to the proceedings of a court of competent jurisdiction.

11. ENFORCEMENT.

- (A) Grantee may enforce this Easement to the full extent as may be provided at law or in equity.
- (B) If Grantee has a reasonable belief that there has been or may be a breach of this Easement, Grantee shall have the right to inspect the Easement Property without Notice. Grantee will notify Grantor of the existing or potential breach and, if practical, of the measures reasonably calculated to cure such breach.

- (C) Grantor shall have 30 days after receipt of such Notice, or such other longer period which Grantee may deem appropriate and specifically indicates in writing, to undertake and complete those actions which are reasonably calculated to cure the conditions constituting the breach and to notify Grantee of such cure.
- (D) In the event that Grantor fails to cure the breach within the time period designated pursuant to the previous paragraph, Grantee shall have the right to:
 1. Seek or enforce such legal and/or equitable remedies or relief as Grantee deems necessary to ensure Grantor's compliance with the terms and purposes of this Easement; or
 2. Enter the Easement Property and exercise reasonable efforts to itself cure the breach.
- (E) If Grantor fails to take curative action and Grantee attempts to cure, then the full costs thereof, including but not limited to Grantee's expenses, reasonable court costs and legal fees, shall be paid by Grantor to Grantee.
- (F) Following litigation over an alleged Easement violation (including appeal if any) where there is a finding that Grantee's position was not sustained to any extent, Grantor shall be entitled to recover reasonable court costs and legal fees from Grantee.
- (G) Grantee reserves the right to demand that Grantor cease any activity and commence immediate curative action if such activity results in a material amount of sediment or other pollutant entering a Watercourse or Wetland located either on or off the Easement Property.
- (H) Any failure or delay in acting by Grantee or the election not to act shall not be deemed a waiver or forfeiture of any right or available remedy of Grantee with respect to any breach of the terms of this Easement.

12. THIRD PARTY ENFORCEMENT. The New York State Attorney General and his or her successors are hereby granted full third party enforcement rights over this Easement subject to the following provisions:

- (A) The Attorney General may bring an action to enforce this Easement in a court of competent jurisdiction provided that:
 1. Such action shall only be brought in the case of a material breach of the Easement;
 2. Before commencing such an action the Attorney General must first notify Grantee and Grantor and give Grantee 60 days to take appropriate action, including commencing an enforcement action;
 3. If Grantee is diligently prosecuting an enforcement action, in either an administrative or judicial proceeding, the New York State Attorney General shall not have a right to prosecute an action for the same breach of this Easement.
- (B) Nothing contained herein shall be construed as providing the New York State Attorney General with the right to inspect or otherwise enter the Easement Property.

13. ACTS or EVENTS BEYOND GRANTOR'S CONTROL. This Easement shall not be construed to entitle Grantee to bring any legal action against Grantor for any injury to or change in the Easement Property resulting from acts or events beyond the control of Grantor. Such acts or events include, but are not limited to fire, flood, storm, war, judicial injunction, strike, insurrection, radioactive fallout, earthquake, landslide, Acts of God, or any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Property or person(s) resulting from such causes.

14. CONTRAVENTION. The use of the Easement Property shall not contravene the terms and purpose of this Easement.

15. INDEMNIFICATION. Grantor shall release, indemnify and hold harmless Grantee and any of its agents, assigns, employees or independent contractors from and against any claims, suits, causes of action, penalties, losses, costs, expenses, judgments or liabilities including, but not limited to, attorney's fees and disbursements, suffered or incurred by Grantee in connection with:

- (A) Any injury to persons or damage to the Easement Property arising from any activity on or use of the Easement Property, except injury to persons or damage to the Easement Property proximately caused by the negligence or willful acts or omissions of Grantee, its agents, assigns, employees or independent contractors.
- (B) Any actions or claims of any nature by third parties arising out of the granting of this Easement;
- (C) Any breach of the terms and conditions contained herein by Grantor and any exercise by Grantee or the New York State Attorney General of any right or remedy of enforcement of the terms of this Easement.

16. TAXES, CHARGES, LEVIES, and ASSESSMENTS.

- (A) Grantor and Grantee shall pay their respective apportioned taxes, charges, levies or assessments pursuant to Title 4-A of Article 5 of the Real Property Tax Law on Grantor's Property and the Easement Property, as may be required by law or inter-municipal agreement.
- (B) If Grantor or Grantee fails to pay when due its apportioned tax, charge, levy, assessment, or other governmental or municipal charge that may become a lien on Grantor's Property if unpaid, the other party may make such payment (but shall have no obligation to do so) on behalf of the defaulting party in accordance with any bill or statement issued by an assessing entity without inquiry into the accuracy thereof. Such payment shall entitle the paying party to a claim against the defaulting party that shall immediately bear interest until paid at two percentage points over the published prime rate of interest (as such rate appears in the *Wall Street Journal* or, if the *Wall Street Journal* is no longer published or no longer lists its prime rate, in such other publication as shall be selected by Grantee), and adjusted quarterly.

17. WAIVER OR AMENDMENT.

- (A) Upon Grantor's written request, Grantee, without approval from the Attorney General, may in its discretion waive or amend any non-material requirements set forth in this

Easement. Any such waiver or amendment shall be in writing, signed by both Grantor and Grantee, and may be recorded in the appropriate County Clerk's office

- (B) Upon either Grantor's or Grantee's written request, the parties, with written approval from the New York State Attorney General, may waive or modify a material requirement set forth in this Easement, providing such waiver or amendment does not interfere with the purpose of this Easement. Any such waiver or amendment shall be in writing and signed by both Grantor and Grantee and shall be recorded in the appropriate County Clerk's office.
- (C) Grantee shall have no right or power to agree to any amendment hereto that would result in this Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the ECL, or Section 170(h) of the U.S. Internal Revenue Code.

18. EXTINCTION. The parties shall have no right to voluntarily extinguish this Easement without the prior approval of the New York State Attorney General or his or her successor.

19. EMINENT DOMAIN.

- (A) If and when the rights and obligations contained in this Easement are ever involuntarily extinguished in whole or in part by an eminent domain taking or otherwise, Grantor and Grantee agree to divide the proceeds recovered from the taking of land exclusive of the value of the improvements in proportions equal to their interests in the Easement Property as of the date of the execution of this Easement, unless otherwise prohibited by law.
- (B) Grantor and/or Grantee may take the following actions if all or any part of the Easement Property is taken under the power of eminent domain by a public, corporate or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, if such taking has the effect of abrogating the restrictions imposed by this Easement or otherwise frustrates the purposes hereof:
 1. Join in the taking proceedings to oppose such taking and/or to recover the full value of the interests in the Easement Property subject to taking and all incidental or direct damages resulting from the taking, and
 2. Pay out of the recovered proceeds, all expenses reasonably incurred by the parties to this Easement in connection with such taking.
- (C) The respective rights of the parties set forth in this Section 19 shall be in addition to and not in limitation of any rights they may have at law with respect to the exercise of the powers of eminent domain.

20. SUBJECT to CONDITIONS of RECORD. Except as otherwise specified herein, this Easement is subject to all legally enforceable rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons, other than Grantor, may have to use the Easement Property pursuant to any such rights.

21. OTHER LAWS and REGULATIONS in EFFECT.

Any and all rights acquired by Grantee under this Easement are in addition to any current and future authority to regulate or permit. This Easement shall not be construed to limit or modify the regulatory authority of the City. This Easement does not relieve Grantor from the obligation to comply with applicable ordinances, laws, regulations and/or permit requirements of any appropriate governmental or regulatory body, including but not limited to the City, its successors or assigns. In addition to any restrictions or requirements set forth in this Easement, Grantor must apply for and conform to any and all permits or approvals in the manner set forth in applicable law or regulation. Any approval by Grantee made pursuant to this Easement is not intended and shall not be construed as superceding or replacing any regulatory requirements or standards which may otherwise be applicable.

22. VESTING of RIGHTS. This Easement gives rise to a real property right and interest immediately vested in Grantee.

23. EXTINGUISHMENT OF DEVELOPMENT RIGHTS. The parties to this Easement agree that all development rights not specifically reserved are extinguished and, notwithstanding any municipal law, rule or regulation to the contrary, may not be transferred to any other land or used to calculate permissible density or lot yield for any other land not restricted by this Easement.

24. BURDEN RUNS WITH LAND. The burden of the Easement conveyed hereby shall run with the land and shall be enforceable against all future owners and tenants in perpetuity.

25. FURTHER COVENANTS. Grantor shall promptly execute and deliver to Grantee any documents or instruments determined necessary or desirable by Grantee to qualify or perfect this Easement as a conservation easement under Article 49, Title 3 of the ECL.

26. FILTRATION NOT TO DEFEAT THE PURPOSES OF EASEMENT. Filtration or other treatment of all or any portion of the water supply this Easement seeks to protect, now or in the future, shall not be deemed to defeat the purposes of this Easement.

27. CONSTRUCTION.

- (A) Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to give the fullest effect to the purpose of this Easement and the policy and purpose of Article 49 of the ECL. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (B) Any reference herein to statute, regulation or any specific provision of law shall be construed to include any revisions or amendments thereto.

28. COMPLIANCE CERTIFICATES. Upon request by Grantor, Grantee shall within 45 days execute and deliver to Grantor, or to any party designated by Grantor, any document, including a compliance certificate, that certifies, to the best of the Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or that otherwise evidences the status of this Easement. Such certification shall be limited to the

condition of the Easement Property as observed by Grantee during its most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection at Grantor's expense within 45 days of receipt of Grantor's written request therefore.

29. SEVERABILITY. If any portion of this Easement, or the application thereof to any person or circumstance, is found invalid, the remainder of the provisions of this Easement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

IN WITNESS WHEREOF, Grantor has executed and delivered this Conservation Easement as of the date set forth above.

Grantor

Dated: _____

By: _____

Title: _____

Approved As To Form:

Acting Corporation Counsel, City of New York

Date: _____

ACKNOWLEDGMENTS

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

On the _____ day of _____ in the year 200_____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be _____ of the Department of Environmental Protection, of the CITY OF NEW YORK, a municipal corporation of the State of New York, the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF)
)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 200_____, before me, the undersigned, a Notary Public in and for the said State, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

Schedule A (Deed)
XXX to NYC, PID #XX

Schedule B (Description
XXX to NYC, PID #XX

EXHIBIT M

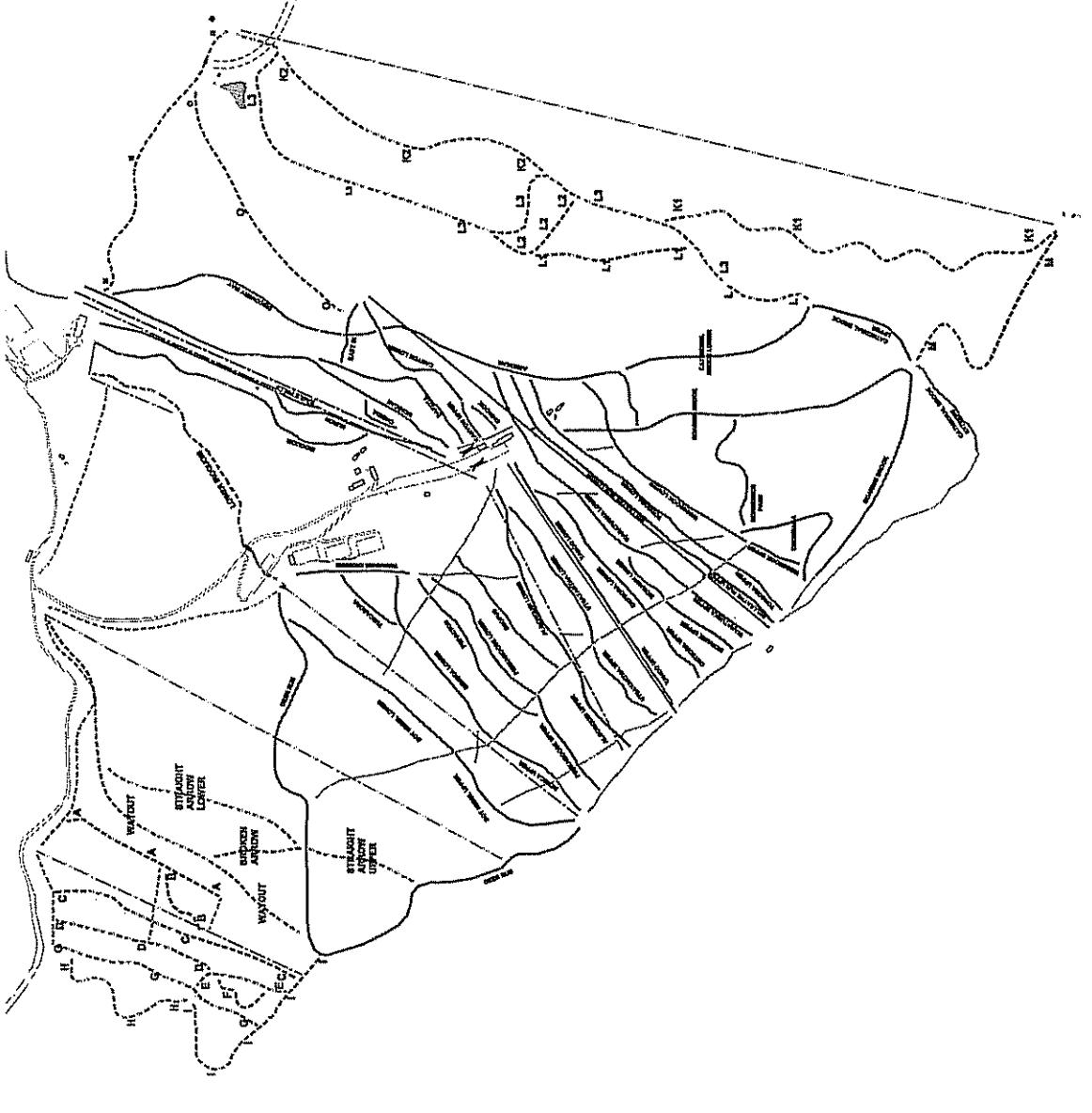
EXHIBIT BELLEVUE MOUNTAIN SKI CENTER EXISTING AND PROPOSED TRAILS							
PROJECT DESCRIPTION		NO. DATE	REVISIONS	DESIGNATION	HY	PERIODS	AS BUILT
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION BUREAU OF DESIGN & OPERATIONS		DATA	DESCRIPTION	BY	CROSSSES	BY GPM	DRAWN
FACILITY NAME: BELLEVUE MOUNTAIN SKI CENTER FACILITY NO.: 0073 PROJECT NO.: 2120 DATE: AUGUST 29, 2007 SCALE: AS NOTED DRAWING NO.:							
							
LEGEND <ul style="list-style-type: none"> PROPOSED NO TRAIL, EASIEST EXISTING NO TRAIL, EASIEST EXISTING NO TRAIL, MORE DIFFICULT EXISTING NO TRAIL, MOST DIFFICULT EXISTING NO TRAIL, EXPERT EXISTING NO TRAIL, EXPERT EXISTING APPARTEMENT CONNECTOR 							
							

EXHIBIT N

EXHIBIT N
SCOPING OUTLINE

BELLEAYRE RESORT AT CATSKILL PARK
SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT

Cover Sheet

Executive Summary- The Modified Project alternative presented herein seeks to eliminate or reduce project related environmental impacts identified in the DEIS and in public comments thereon. The Modified Project is a product of negotiations between parties to the DEC permit hearing facilitated by the Office of the Governor of the State of New York that led to an Agreement in Principle. The Modified Project alternative assessed in this SDEIS advances a reasonable and feasible alternative project which minimizes or avoids potentially significant adverse environmental impacts previously identified in regard to original Belleayre Resort project, while at the same time provides significant economic and social benefits to the locale and region in which the project is to be sited. This supplement to the Belleayre Resort DEIS which was accepted as complete in December 2003, is intended to analyze the environmental effects of the Modified Project and provide for public review and comment as required by SEQRA.

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EXHIBIT O

EXHIBIT O

SIGNATORY PAGE FOR A MUNICIPAL ADDITIONAL PARTY

IN CONSIDERATION of the promises and of the mutual covenants and agreements set forth in this Agreement in Principle, and of the undertakings herein of each Party to the other Parties, the undersigned Party does hereby promise and agree to be bound by the terms and conditions thereof:

(Name of Municipal Corporation)

By: _____
(Signature)

(Name and Title)

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year two thousand seven, before me personally came _____, to me known, who, being by
(Name)

me duly sworn did depose and say that (s)he resides in _____
(City/Town/Village of Residence)

New York, that (s)he is the _____ of the County/Town/Village
(Title)

of _____ the municipal corporation described in and
(Municipal Corporation)

which executed the above instrument; and that (s)he signed (her)his name thereto by authority of the _____ of said municipal corporation and that said
(Legislature or Board)

authority was vested by an act or resolution dated _____.

Notary Public