



Yates County Planning Board Referral Form

Referral # 2016-12
County Use Only

Date Received 03/08/2016

Revised 1/2014

Municipality and Referring Agency Village of Penn Yan Planning Board

Project Address 15 Waddell Avenue, Penn Yan Project Tax Map # 061.26-1-1 & 061.33-1-5

Zoning District WDC

Applicant (Name & MAILING) Keuka Outlet Dev, LLC PO Box 214, Gorham, NY 14461

Email

Property Owner (Name & MAILING) County of Yates & Village of Penn Yan

Email

Reason for Referral (Prox. to Cty Rd., State Rd., Muni Boundary, etc.)

500' from State ROW

Application Type

Project Description

- Area Variance
- Use Variance
- Special Use Permit
- Site Plan
- Subdivision
- Text Amendment
- Map Amendment
- Other

38 unit condominium development with
clubhouse and proposed marina

*Engineer's Report in office

Supporting Documents Required (IF N/A, include explanation)

- Municipal Application
- Tax Map or Plat
- SEQR
- Site Plan *
- Variance Criteria **
- Subdivision Plat For Subdivision Referrals Only
- Other

*If Site Plan Review, Site Plan **MUST** be detailed and meet the municipal requirements.

All Variance referrals (Area/Use) **MUST include detailed justifications associated with reason/s for appeal.

Certification: *With the following signature I certify that this application provides a complete description of the proposed local action and is a complete application pursuant to NYS General Municipal Law Article 12b, Section 239-m, part c.*

[Signature], Referring Official



Provision of required information is the responsibility of the referring agency. Failure to provide such information may result in a significant delay in processing.

Submit To: Yates County Planning Department, Sbonshak@yatescounty.org or 417 Liberty St. Suite 1093, Penn Yan, NY 14527

****Illegible Applications will be rejected. PRINT OR TYPE ONLY****

Application for Site Plan Review

Applicant: KEUKA OUTLET DEVELOPMENT, LLC. Date: 2/24/2016

Mailing Address: P.O. BOX 214, GORHAM, NEW YORK 14461

Business phone: (585) 526-6331 Cell phone: --- Business fax: (585) 526-6305

Consent has been granted by the owner for this application yes no

Proof of consent must be supplied.

Property Owner's name: COUNTY OF YATES & VILLAGE OF PENN YAN

Property Owner's Address: COUNTY OF YATES & VILLAGE OF PENN YAN

PROJECT ADDRESS: 15 WADDELL AVENUE, VILLAGE OF PENN YAN

Tax Map # 061.26-1-1 & 061.33-1-5

Type of proposed building: WOOD
(Masonry - Wood - Metal)

Use of Building: CONDOMINIUM UNITS & COMMUNITY CLUBHOUSE Parking requirements: 14 SPACES @ 1 SPACE / 150 SF
(See code office/bldg. dept) (CLUBHOUSE)

Zoning district: W.D.C. Water district: PENN YAN Fire district: PENN YAN

Total square footage of: Building: 2054 (SF) Open storage area: N/A
(CLUBHOUSE)

Landscaped area: 307,098 (SF) Parking: 9,024 (SF) (CLUBHOUSE)

Other: N/A
(Give reason for *other* as it relates to proposed use):

TOTAL SITE (ft²): 14,851 (ACRES)

Easements Yes No If Yes, EXISTING KLOCK EASEMENT & EX. VILLAGE UTILITY EASEMENT
(Brief description) PROPOSED ACCESS & UTILITY EASEMENTS

Deed Restrictions: Yes No If Yes, ---
(Brief description) PATHWAY EASEMENT

Do you plan to dedicate infrastructure facilities to the village? Yes No

If yes, refer to Penn Yan Design & Construction Standards for Land Development, section 1.7
"Requirements for Approval for Dedication".



Date: 2/19/2016

PRINT Christopher N. Iversen
APPLICANT NAME

SIGN Christophe N. Iversen, Manager
APPLICANT NAME

SITE PLAN REVIEW CHECKLIST

→ The plan should contain all of the following. Attach notes if necessary ←

1" = 50' ON 22" X 34" PAPER (SAME AS HAMPTON TOWN)

| | | | | |
|-----|---|----------|--------|--|
| 1. | ✓ | PB | | A site plan scaled to 1" = 20' (or 40'). Sized to a maximum of 34" by 44". |
| 2. | ✓ | PB | | North arrow. |
| 3. | ✓ | CEO | | Property boundaries plotted to scale. |
| 4. | ✓ | CEO | | Site dimensions and setbacks. |
| 5. | ✓ | CEO | | The building location with first floor elevations noted. |
| 6. | ✓ | CEO | | Design and type of construction materials. |
| 7. | ✓ | CEO | 202.43 | Parking lot details showing layout with spaces visibly marked, wheel stops, calculations for required spaces. |
| 8. | ✓ | CEO | 202.43 | Landscaping of at least 10% of the area useable for parking and for screening from adjacent lots. |
| 9. | ✓ | DPW | | Adjacent roads with pavement, right of way and culvert details. |
| 10. | ✓ | DPW | 202.47 | Proposed vehicular access with sight distances. N/A |
| 11. | ✓ | FD | | Existing buildings. <i>(REMOVED WITH BROWNFIELD CLEANUP ACTION)</i> |
| 12. | ✓ | FD | | Nearest fire hydrant and flow test details |
| 13. | ✓ | MUB&PB | | Electrical needs (load & voltage) and service location. |
| 14. | ✓ | MUB | | Energy distribution facilities (electrical, gas, solar). |
| 15. | ✓ | MUB | | Existing water & sewer mains. |
| 16. | ✓ | MUB & PB | | Location of water service and size. Water needs, including demand for water flow (gallons per minutes). |
| 17. | ✓ | MUB | | Location of natural gas lines. <i>(NYSEG TO DESIGN THEIR GAS)</i> |
| 18. | ✓ | MUB | 202.52 | Existing easements and proposed utility or drainage easements. |
| 19. | ✓ | PB | | A grading plan with existing and proposed grades. |
| 20. | ✓ | PB | | Existing land features such as creeks, springs, woods. |
| 21. | ✓ | PB | 202.42 | Pedestrian access. |
| 22. | ✓ | PB | 202.60 | Location of buffer areas. |
| 23. | ✓ | PB | 202.60 | Proposed landscaping with details about species, spacing and heights. |
| 24. | ✓ | PB | | Exterior lighting with manufacturer's luminary details |
| 25. | ✓ | CEO | 202.64 | Location, size and design of all exterior signs. Include lighting details for all lighted signs. <i>(TO BE SUBMITTED UNDER SEPARATE APPLICATION)</i> |
| 26. | ✓ | PB | | A locator map using a 3" x 3" inset. |
| 27. | ✓ | PB | | A 3" x 5" block marked "For Village Use Only" |
| 28. | ✓ | PB | | Completed PART I only of the attached Environmental Assessment Form |
| 29. | ✓ | PB | | Engineer's seal, signature, date of plan and dates of revisions. |
| 30. | ✓ | PB | | A color rendering of proposed buildings. |
| 31. | ✓ | PB | | Other items determined as result of sketch plan conference. |
| 32. | ✓ | PB | | Present and anticipated future number of employees. |
| 33. | ✓ | PB | | Project schedule and phases. |
| 34. | ✓ | PB | | Status of other required permits. |
| 35. | ✓ | PB | | * Twelve (12) copies of site plan and attachments. |
| 36. | ✓ | SWCD | 202.50 | A storm water management plan with TR-55 hydrology calculations for the site for the existing land use condition and the developed land use condition. |
| 37. | ✓ | SWCD | 202.50 | An erosion and sediment control plan for during and after construction with a maintenance plan. |
| 38. | ✓ | PB | | Pollution control devices. |

*****REVISED site-plans MUST HAVE all changes CLEARLY identified using clouds, symbols, notes, or some other readily recognizable format*****

DEVELOPMENT AGREEMENT

26th THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this day of February 2014 (the "Effective Date"), by and among the COUNTY OF YATES ("County"), a New York municipal corporation, with an address of 417 Liberty Street, Penn Yan, New York 14527; the VILLAGE OF PENN YAN ("Village"), a New York municipal corporation, with an address of 111 Elm Street, Penn Yan, New York 14527 and KEUKA OUTLET DEVELOPMENT LLC ("Keuka"), a New York limited liability company, with an address of 4661 Dewey Avenue, Gorham, New York 14461 (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County acquired fee title to the approximately 14.7 acre former Penn Yan Marine site on the east bank of the Keuka Outlet (the "Property") through a tax foreclosure proceeding; and

WHEREAS, County, with the cooperation of Village and the Towns of Milo and Jerusalem, prepared a Waterfront Revitalization Strategy in 2008, which provided for the environmental remediation and redevelopment of the Property as the highest priority recommendations of that study; and

WHEREAS, County issued a Request for Development Proposals dated March 21, 2012 (the "Request" or "RFP") soliciting proposals for the redevelopment of the Property; and

WHEREAS, in response to the RFP, Keuka, through an affiliate, proposed to remediate the adverse environmental conditions at the Property and develop, among other things, a residential neighborhood complete with roads, utilities, and housing stock (the "Proposal"); and

WHEREAS, after analyzing the proposals submitted in response to the RFP, County selected the Proposal as being in the best interests of County; and

WHEREAS, the Property lies within the boundaries of the Village and, as such, the Village has considered the Proposal and determined it will be of benefit to Village; and

WHEREAS, County determined it will assume certain obligations ancillary and directly related to the furtherance and success of the Proposal, as more particularly set forth in this Agreement; and

WHEREAS, Village determined it will assume certain obligations ancillary and directly related to the furtherance and success of the Proposal, as more particularly set forth in this Agreement; and

WHEREAS, County, Village, and Keuka desire to formalize the terms of their agreements with respect to the Proposal and the matters ancillary and directly related to the remediation and redevelopment of the Property by Keuka (collectively, the "Project"); and

WHEREAS, the Project has been determined by the Board of Trustees of the Village to conform to the existing "Comprehensive Plan" of the Village, the "Waterfront Development Plan," and the "20/20 Vision Committee Plan;" and

WHEREAS, the Parties, respectively, have taken all steps necessary to obtain the requisite approvals for the respective Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, County, Village, and Keuka hereby agree as follows:

ARTICLE I OBLIGATIONS OF COUNTY

Section 1.01. Ownership of Property. County owns fee title to the Property, as more particularly described in Exhibit A attached hereto.

Section 1.02. Brownfield Program. County, together with Keuka, shall take necessary steps to enter into a brownfield clean-up agreement approved by the New York State Department of Environmental Conservation ("**DEC**") that shall govern the remediation conducted at the Property (the "**Brownfield Clean-Up Agreement**"), and shall take all necessary steps to restrict to Keuka the right to receive economic benefits derived therefrom including those available under the New York State Brownfield Clean-up Program codified at Title 14 of Article 27 of the New York Environmental Conservation Law and Section 23 of the New York State Tax Law (the "**Brownfield Program**").

Section 1.03. Remediation Obligation. County acknowledges and agrees that notwithstanding the involvement of Keuka, Village, and/or any other party, County retains the ultimate obligation and responsibility for remediating the Property in compliance with the Brownfield Clean-Up Agreement.

Section 1.04. Transfer of Property. In furtherance of the Proposal and the Project, County agrees to transfer the Property to Village for the express purpose of Village immediately transferring the Property to Keuka. The deed from County to Village shall include a right of reverter, subject to the lien of the Remediation Loan (hereinafter defined), providing that notwithstanding the subsequent conveyance of the Property to Keuka or any other person/entity, title shall revert to County in the event Keuka fails to remediate the Property in compliance with the Brownfield Clean-Up Agreement; such failure to be evidenced by Keuka's failure to obtain a Certificate of Completion as follows: (a) if the New York State Environmental Conservation Law is amended to extend the deadline for receiving a Certificate of Completion to a date later than December 31, 2015, then Keuka must obtain a Certificate of Completion within twenty-four (24) months of the last to occur of (i) Keuka's acquisition of the Property, or (ii) DEC's approval of the Brownfield Clean-Up Agreement; or (b) on or before December 31, 2015. In addition, such deed shall provide that County shall defend with competent counsel, indemnify, hold harmless, and release Village, and Village's trustees, officers, agents, and employees, from and against all claims that may be imposed upon, incurred by, or asserted against Village arising out of the presence of environmental contamination in, on, under, and/or emanating from the Property at the time of title transfer, including, without

limitation, any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from such contamination. Moreover, said deed shall include an affirmative covenant requiring that the Village convey the Property to Keuka in accordance with this Agreement.

Section 1.05. Net Sale Proceeds, Subsequent to Taking Title Pursuant to Right of Reverter. If County re-acquires title to the Property pursuant to the above described right of reverter, upon the County's subsequent sale of the Property to another person or entity, the County shall pay twenty-five percent (25%) of the Net Proceeds it receives from such sale to Village. For the purposes of this Section, "Net Proceeds" means the gross sale price of the Property +/- any applicable property tax adjustments LESS (i) the balance of all valid and outstanding mortgages and liens on the Property that were not cut off by the implementation of the County's right of reverter, (ii) real estate agent/broker's commissions, (iii) abstract, title, survey fees, and (iv) recording fees and other costs payable to the County Clerk. This Section shall be rendered null and void if the Village mortgage is not cut off by the County's implementation of the County's right of reverter.

Section 1.06. Environmental Obligation/Responsibility, Subsequent to Taking Title Pursuant to Right of Reverter. County acknowledges and agrees that if it should re-acquire title to the Property pursuant to the above described right of reverter, that it retains the ultimate obligation and responsibility for environmental remediation of the Property in compliance with the current New York State Department of Environmental Conservation Record of Decision, Environmental Easement and Site Management plan pertaining to said Property, or alternative compliance methods and standards subsequently agreed to with the New York State Department of Environmental Conservation.

Section 1.07. In-Kind Services Obligation. County acknowledges and agrees it will contribute to that portion of the Infrastructure Improvements (defined below) pertaining to roadway improvements and/or electrical improvements by providing Village with in-kind services and County will encourage the Towns of Milo and Jerusalem likewise to provide Village with in-kind services.

Section 1.08. Kimball Gully Bridge/Culvert Installation and Roadway Connections. County shall enter into a joint venture with Village, concerning the installation of the Kimball Gully bridge/culvert and the roadway connections thereto, wherein: (i) Village shall install the Kimball Gully bridge/culvert at its own expense to connect with the roadways to be constructed by Village and shall pay for all necessary materials thereto and Village shall construct the roadways to Kimball Gully at its own expense to connect to the aforementioned bridge/culvert and shall pay for all necessary materials thereto, and (ii) County shall provide in-kind services to Village regarding the installation of said Kimball Gully bridge/culvert and construction of said roadways to the Kimball Gully bridge/culvert.

Section 1.09. Maintenance of Kimball Gully Bridge/Culvert. If the aforementioned Kimball Gully bridge/culvert meets the criteria set forth in Yates County Local Law No. 1 of the Year 2000, entitled "Maintenance of Bridges in Yates County," which would mandate County maintenance of the same, County shall maintain and own the Kimball Gully bridge/culvert, with the exception of snow and ice control, which will be the responsibility of Village, not the County; and County will pass a resolution to this effect. If County maintenance is not required pursuant to the

aforementioned local law, Village, rather than County, shall own and maintain said bridge/culvert, including without limitation, snow and ice control.

Section 1.10. Engineering and Monitoring Obligation. County agrees to pay all engineering costs and expenses (collectively, the "Engineering Expenses") associated with the remediation of the Property in compliance with the Brownfield Clean-Up Agreement. In addition, County agrees to undertake all environmental monitoring obligations at the Property, to retain responsibility for all such environmental monitoring obligations for so long as the same may continue, and to provide Village and Keuka with reports of such monitoring activities as and when requested by Village and/or Keuka.

Section 1.11. IDA Financial Assistance. County shall use its commercially reasonable efforts to cause the Yates County Industrial Development Agency ("YCIDA") to provide Keuka with financial assistance for the Project, which financial assistance shall include sales and mortgage tax exemptions and a payment in lieu of tax agreement providing property tax exemptions for the whole or portions of the Property owned by Keuka.

ARTICLE II OBLIGATIONS OF VILLAGE

Section 2.01. Acceptance of Property. In furtherance of the Proposal and the Project, Village agrees to accept title to the Property from County for the express purpose of immediately transferring the Property to Keuka. The deed from County to Village shall include a right of reverter, subject to the lien of the Remediation Loan (hereinafter defined), providing that notwithstanding the subsequent conveyance of the Property to Keuka or any other person/entity, title shall revert to County in the event Keuka fails to remediate the Property in compliance with the Brownfield Clean-Up Agreement; such failure to be evidenced by Keuka's failure to obtain a Certificate of Completion as follows: (a) if the New York State Environmental Conservation Law is amended to extend the deadline for receiving a Certificate of Completion to a date later than December 31, 2015, then Keuka must obtain a Certificate of Completion within twenty-four (24) months of the last to occur of (i) Keuka's acquisition of the Property, or (ii) DEC's approval of the Brownfield Clean-Up Agreement; or (b) on or before December 31, 2015. In addition, such deed shall provide that County shall defend with competent counsel, indemnify, hold harmless, and release Village, and Village's trustees, officers, agents, and employees, from and against all claims that may be imposed upon, incurred by, or asserted against Village arising out of the presence of environmental contamination in, on, under, and/or emanating from the Property at the time of title transfer, including, without limitation, any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from such contamination. Moreover, said deed shall include an affirmative covenant that Village convey the Property to Keuka in accordance with this Agreement.

Section 2.02. Transfer of Property. In furtherance of the Proposal, the Project, and the terms and conditions of this Agreement, Village agrees to sell the Property to Keuka for \$1,164,000.00. The Parties acknowledge and agree that the \$1,164,000.00 purchase price is not indicative of the value of the Property, but, rather is reflective of and in partial consideration for the obligations undertaken hereunder by the Parties, including without limitation, the Infrastructure Improvements (hereinafter defined). Village and Keuka shall execute a purchase and sale agreement upon these

and such other and any such other and further terms and conditions as Village and Keuka may agree governing the sale of the Property by Village to Keuka.

Section 2.03. Payment of Purchase Price. Keuka shall pay Village \$300,000.00 (the "**Initial Payment**") for the purpose of covering Village's debt service on the Bonds (defined below) during the period in which Keuka is redeveloping the Property and Village is without other revenue from the Project. In addition, Keuka shall provide Village with a mortgage on the Property in the original principal amount of \$864,000.00 (the "**Village Mortgage**").

Section 2.04. The Initial Payment. Keuka shall pay Village the Initial Payment in four (4) equal annual installments of \$75,000.00 each (each, an "**Initial Payment Installment**"), with the first Initial Payment Installment being due at the time Village gives and Keuka accepts the deed transferring title to the Property (the "**Closing**") and the three (3) succeeding Initial Payment Installments being due on the first, second, and third anniversaries of the Closing, respectively. At Closing, Keuka shall provide Village with a promissory note in the amount of \$225,000.00, representing the remaining Initial Payment Installments.

Section 2.05. The Village Mortgage. The Village Mortgage shall be subordinate to any financing provided by a lending institution to Keuka for the redevelopment of the Property, including the Remediation Loan. Upon the sale of each residential condominium unit, Keuka shall pay Village \$24,000.00 and Village shall release such residential condominium unit from the Village Mortgage. Upon the first to occur of: (i) payment by Keuka of the \$24,000 associated with the sale of the last permitted residential condominium unit, or (ii) payment by Keuka of the total amount secured by the Village Mortgage, Village shall provide a full release and satisfaction of the Village Mortgage. If Keuka fails to construct all units permitted to be constructed on the Property pursuant to approved site plans and other requisite municipal approvals on or before the tenth (10th) anniversary of the date of commencement of construction of the first unit, then Village shall have the option to accelerate the remaining unpaid principal balance (if any) of the Village Mortgage upon not less than ninety (90) days' prior written notice to Keuka.

Section 2.06. Acceptance of Grant. Village shall take all necessary steps to accept and receive grant funds from New York State to be used toward the costs and expenses associated with the Infrastructure Improvements (defined below).

Section 2.07. Issuance of Bonds. Village shall take steps it deems necessary to fund the costs and expenses of the Infrastructure Improvements in excess of the sums Village anticipates receiving as grant funds, which steps may include the issuance of bonds (the "**Bonds**").

Section 2.08. Infrastructure Improvements. In furtherance of the Project, Village shall undertake and use its best efforts to complete the public infrastructure improvements set forth on Exhibit B attached hereto and incorporated by reference herein, together with the following public infrastructure improvements to the extent the same do not appear on Exhibit B (collectively, the "Infrastructure Improvements") by the completion dates set forth on Exhibit B for each Infrastructure Improvement, including responsibility for design, construction, and professional advisor costs:

- (a) Construction of roadways to and including the bridge over Kimball Gully for purposes of ingress and egress to standards required for Village streets, including the improvement to and extension of Hicks Street from Lake Street to the Project; and construction, installation, and extension of utility mains from Hicks Street to and including the bridge over Kimball Gully;
- (b) Utility mains from Mace Street to Hicks Street across the so-called, "Fireman's Field" located adjacent to the Property and owned by Village (the "Village Site");
- (c) Water mains providing adequate fire flow to the Property and the Village Site;
- (d) Sanitary sewer improvements sufficient to collect sewage from the Property and any future development of the Village Site via pump station or new gravity sewer line;

Section 2.09. Timely Completion of Infrastructure Improvements. If Village fails to complete the Infrastructure Improvements necessary for the Project to proceed (as designated on Exhibit B) on or before August 31, 2015, the principal balance of the Village Mortgage automatically shall be reduced by Five Thousand Dollars (\$5,000.00) for each thirty (30) day period the Infrastructure Improvements remain incomplete. If it is determined such incomplete Infrastructure Improvement(s) reasonably cannot be completed as contemplated in this Agreement for any reason or reasons, then the principal balance of the Village Mortgage automatically shall be reduced by the total costs and expenses allocated to such incomplete Infrastructure Improvement(s).

Section 2.10. Rights of Way and Easements. Village shall secure the modification and/or elimination of existing rights of way and easements over the Property to conform to the Site Development Plan (hereinafter defined).

Section 2.11. Zoning and Municipal Approvals. To the fullest extent allowed by law, Village shall cooperate with Keuka in Keuka's pursuit of any requisite change in zoning of the Property necessary or desired by Keuka for the Project.

Section 2.12. IDA Financial Assistance. Village shall use its commercially reasonable efforts to cause YCIDA to provide Keuka with financial assistance for the Project, which financial assistance shall include sales and mortgage tax exemptions and a payment in lieu of tax agreement providing property tax exemptions for the whole or portions of the Property owned by Keuka.

ARTICLE III OBLIGATIONS OF KEUKA

Section 3.01. Brownfield Clean-Up Agreement. Keuka, together with County, shall take necessary steps to enter into the Brownfield Clean-Up Agreement and shall take all necessary steps

to restrict to Keuka the right to receive economic benefits derived therefrom, including those available under the Brownfield Program.

Section 3.02. Financing Remediation. Keuka shall remediate the Property to the extent required to obtain a Certificate of Completion for the Property from DEC, and Keuka shall bear responsibility for obtaining the financing necessary to pay the costs and expenses, exclusive of the Engineering Expenses, of remediating the Property in compliance with the Brownfield Clean-Up Agreement (the "**Remediation Loan**").

Section 3.03. Transfer of Property. Keuka agrees to purchase the Property from Village for \$1,164,000.00. The Parties acknowledge and agree that the \$1,164,000.00 purchase price is not indicative of the value of the Property, but, rather is reflective of and in partial consideration for the obligations undertaken hereunder by the Parties, including without limitation, the Infrastructure Improvements.

Section 3.04. Payment of Purchase Price. At the Closing, Keuka shall: (i) pay Village the first installment of the Initial Payment; (ii) provide Village with a promissory note in the amount of \$225,000.00, representing the remaining Initial Payment Installments; and (iii) provide Village with the Village Mortgage.

Section 3.05. Initial Payment Installments. Keuka shall pay Village the second, third, and fourth Initial Payment Installments, respectively, on the first, second, and third anniversaries of the Closing, respectively.

Section 3.06. Repayment of Village Mortgage. Upon the sale of each residential condominium unit, Keuka shall pay Village \$24,000.00 and Village shall release such residential condominium unit from the Village Mortgage. Upon the first to occur of: (i) payment by Keuka of the \$24,000 associated with the sale of the last permitted residential condominium unit, or (ii) payment by Keuka of the total amount secured by the Village Mortgage, Village shall provide a full release and satisfaction of the Village Mortgage. If Keuka fails to construct all units permitted to be constructed on the Property pursuant to approved site plans and other requisite municipal approvals on or before the tenth (10th) anniversary of the date of commencement of construction of the first unit, then Village shall have the option to accelerate the remaining unpaid principal balance (if any) of the Village Mortgage upon not less than ninety (90) days' prior written notice to Keuka.

Section 3.07. Prepare Site Development Plan. Keuka shall prepare all drawings and plans necessary for the redevelopment of the site in keeping with the Proposal and in full compliance with all applicable codes, regulations, state and local laws, including without limitation the requirements of the Village and County Planning Boards, as applicable (collectively, the "**Site Development Plan**").

Section 3.08. Permits and Approvals. Each of Keuka, County, and Village, independently shall pursue all necessary permits and approvals to fulfill its obligations set forth herein (collectively, the "**Permits and Approvals**"). In the event that any Permit or Approval would benefit from the support of one of the other Parties, such support shall be rendered to the fullest extent allowed under applicable law.

Section 3.09. Demolition of Existing Structures and Construction of Property Infrastructure.

Upon receipt of the Permits and Approvals, Keuka shall pursue redevelopment of the Property in keeping with the Site Development Plan, which improvements shall include, among other things, and the following on-Property infrastructure (collectively, the "On-Property Infrastructure"):

- (a) Demolition of existing improvements;
- (b) Except as otherwise required by Section 2.07, construction of roadways for ingress and egress throughout areas of the Property, which roadways will remain private; for clarification purposes, Keuka will not seek to dedicate such roadways to Village or other municipality having jurisdiction over the Property;
- (c) Construction of pedestrian paths and sidewalks;
- (d) Necessary water and sewer laterals;
- (e) Necessary storm sewer accommodations;
- (f) Except as provided in Section 2.07, construction, installation, extension of requisite mains within the northern portion of the Property;
- (g) Underground electric services; and
- (h) Boat basin, docks, and associated parking facilities; and
- (i) Keuka shall install across the Property an extension of the so-called pedestrian "Outlet Trail" running generally parallel to Keuka Lake Outlet; such installation to be in compliance with specifications prescribed by Village, which Village specifications shall be to a standard comparable, and in no event superior, to the remainder of the Outlet Trail. Upon completion of installation of the extension of the Outlet Trail as contemplated in this paragraph, Keuka shall dedicate such extended Outlet Trail to Village.

Section 3.10. Financing. Keuka shall provide evidence to Village that it has received commitments to finance the On-Property Infrastructure in an amount and upon terms satisfactory to Keuka in its sole and absolute discretion.

Section 3.11. Condominium Act. Keuka shall subject the Property and the improvements thereto to New York State Real Property Law Article 9-B (the "Condominium Act") and the declaration and by-laws associated with the condominium so created shall include the obligations of the condominium association to maintain the Project's community property, including the private roadways, sidewalks, and pathways comprising a portion of the On-Property Infrastructure.

Section 3.12. Marketing and Construction of Residential Housing. Keuka shall market the Project consistent with the Proposal. Keuka, either directly or through one or more of its affiliates, shall have the exclusive right to construct the residential housing units that comprise a portion of the Project pursuant to commercially standard residential construction contracts with the housing unit buyers.



**Soil and Water Conservation Districts
in New York State**

Protecting Today, Preserving Tomorrow

**Yates County
Soil & Water Conservation District**
417 Liberty Street

Penn Yan, New York 14527

315 536 5188 fax 315 536 5136

March 14, 2016

To: Tim Cutler
Re: The Moorings On Keuka

Tim,

I reviewed the drawings that your office provided for The Moorings On Keuka project that was prepared by BME Associates. The construction erosion control notes on drawing 17 references a Stormwater Pollution Prevention Plan (SWPPP) but this was not included in the materials our office received.

The Construction Erosion Control Plan outlines various erosion and sediment control features as well as a water quality treatment pond. I do not have any comments on these items. A full SWPPP is required by the NY DEC for this project as well as filing a Notice of Intent to obtain stormwater coverage for this project.

The drawings identify a 100' wetland buffer zone that will include a majority of the stormwater control structures and the plan proposes discharging treated stormwater into the wetland. This will require a review by the NYS DEC and issuance of a permit.

Sincerely,

James M. Balyszak, CPESC
District Manager



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in New York State**

Protecting Today, Preserving Tomorrow

**Yates County
Soil & Water Conservation District**

417 Liberty Street

Penn Yan, New York 14527

315 536 5188 fax 315 536 5136

March 16, 2016

To: Tim Cutler

Re: The Moorings On Keuka Lake

Tim,

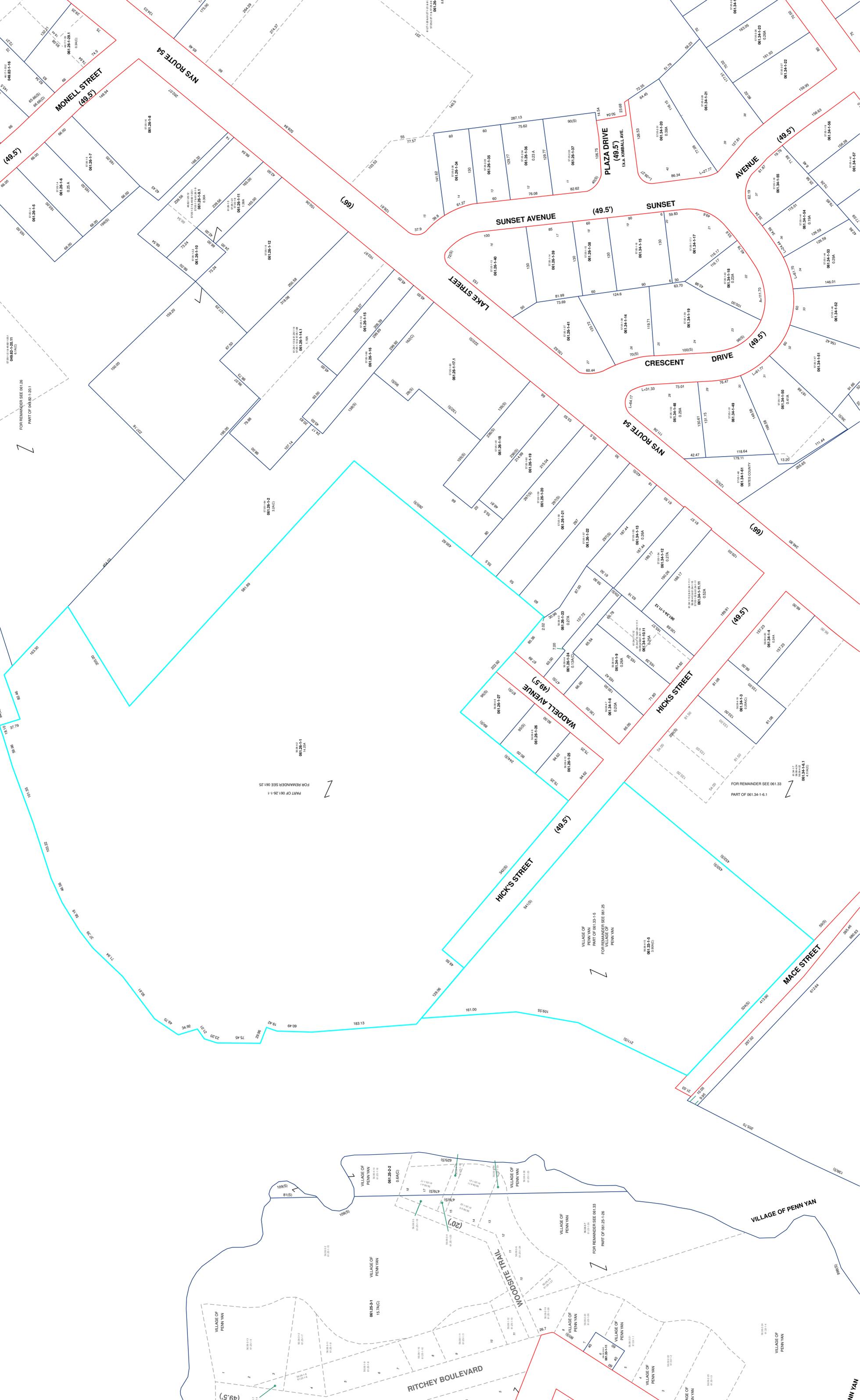
I reviewed the Engineer's Report for The Moorings on Keuka that we received from your office yesterday.

The report appears to cover the required stormwater treatment and erosion and sediment control items that are required by the DEC for a Stormwater Pollution Prevention Plan (SWPPP). In addition to the SWPPP, a Notice of Intent must be submitted and accepted by the DEC in order to obtain stormwater permit coverage for this project.

As I mentioned in my letter dated March 14, 2016, an additional permit will need to be obtained from the DEC as this project is adjacent to regulated wetlands and construction is proposed to take place within the 100' buffer zone.

Sincerely,

James M. Balyszak, CPESC
District Manager



06825-1-16
4817.822
0.33AC(1)
061.26-1-29.1
0.33AC(1)
061.26-1-30.1
0.33AC(1)
061.26-1-31
0.33AC(1)
061.26-1-32
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FOR REMAINDER SEE 061.26
PART OF 06825-1-20.1



FOR REMAINDER SEE 061.25
PART OF 061.26-1-1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



FOR REMAINDER SEE 061.33
PART OF 061.34-1-6.1



MONELL STREET (49.5)

NYS ROUTE 54

(99)

SUNSET AVENUE (49.5)

SUNSET

AVENUE (49.5)

LAKE STREET

CRESCENT DRIVE (49.5)

NYS ROUTE 54

(99)

WADDELL AVENUE (49.5)

HICKS STREET

(49.5)

HICKS STREET (49.5)

MACE STREET

VILLAGE OF PENN VAN

HITCHCOCK BOULEVARD

WYAN



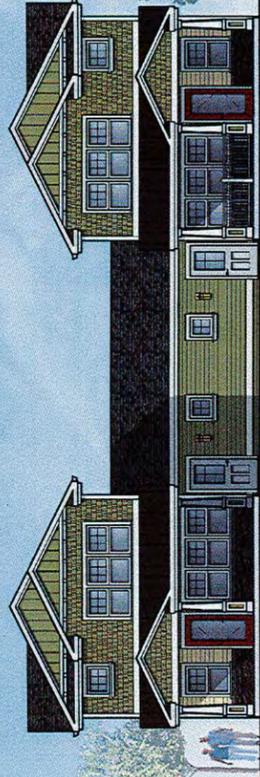
FOR REMAINDER SEE 061.25 PART OF 061.25-1-1

FOR REMAINDER SEE 061.25 PART OF 061.25-1-1

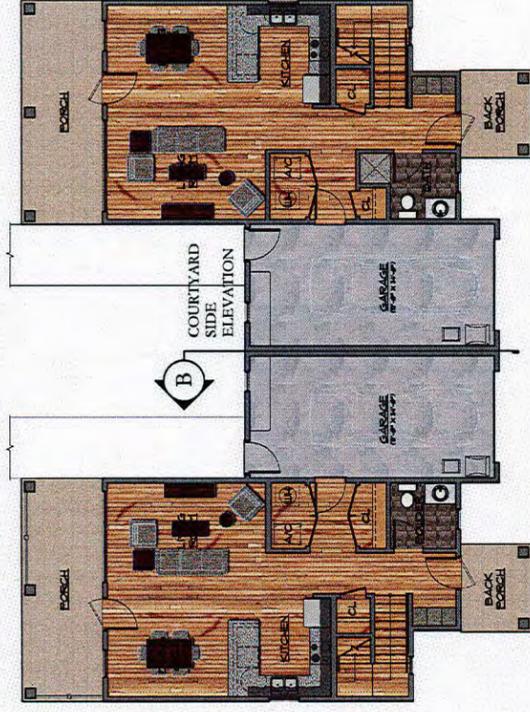
VILLAGE OF PENN VAN PART OF 061.35-1-5 FOR REMAINDER SEE 061.25 PENN VAN

FOR REMAINDER SEE 061.33 PART OF 061.34-1-6.1

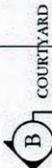
FOR REMAINDER SEE 061.33 PART OF 061.33-1-20



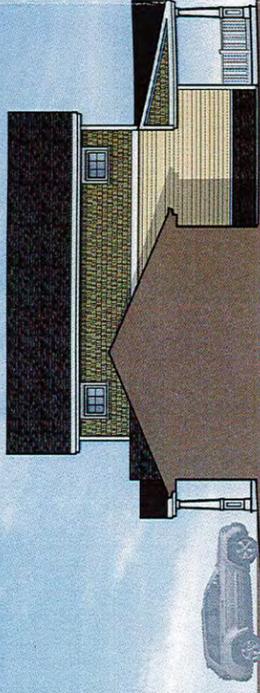
A COMMON AREA ELEVATION
1/8" = 1'-0"



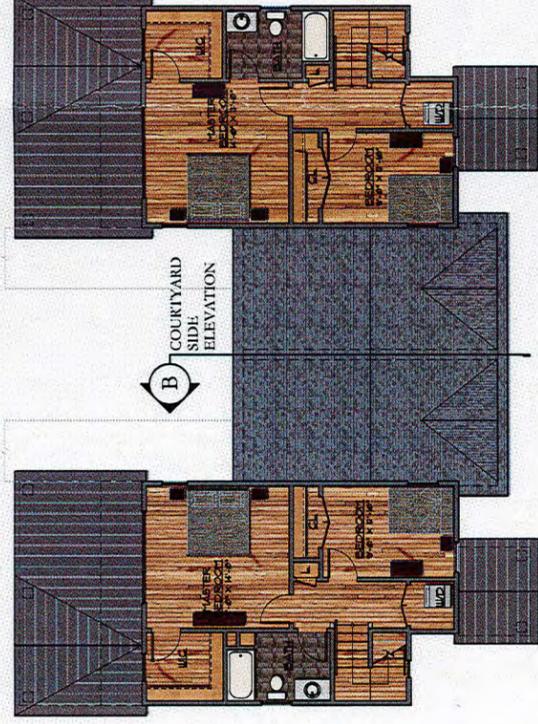
FIRST FLOOR PLAN
1/8" = 1'-0"
738 S.F.



D COMMON AREA SIDE ELEVATION



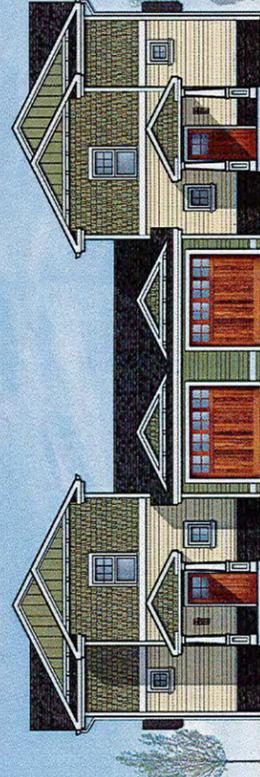
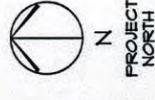
B SIDE ELEVATION AT COURTYARD
1/8" = 1'-0"



SECOND FLOOR PLAN
1/8" = 1'-0"
650 S.F.



D COMMON AREA SIDE ELEVATION



C STREET ELEVATION
1/8" = 1'-0"

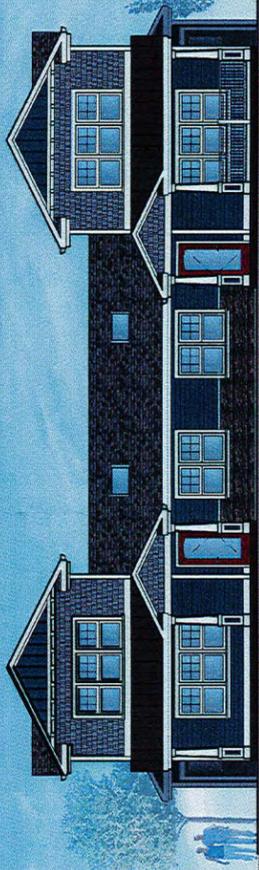
D SIDE ELEVATION AT COMMON AREA
1/8" = 1'-0"

KEUKA OUTLET POCKET NEIGHBORHOOD

TWO BEDROOM DUPLEX
CHRISANNTHA DEVELOPMENT
PENN YAN, NEW YORK

JULY, 2015

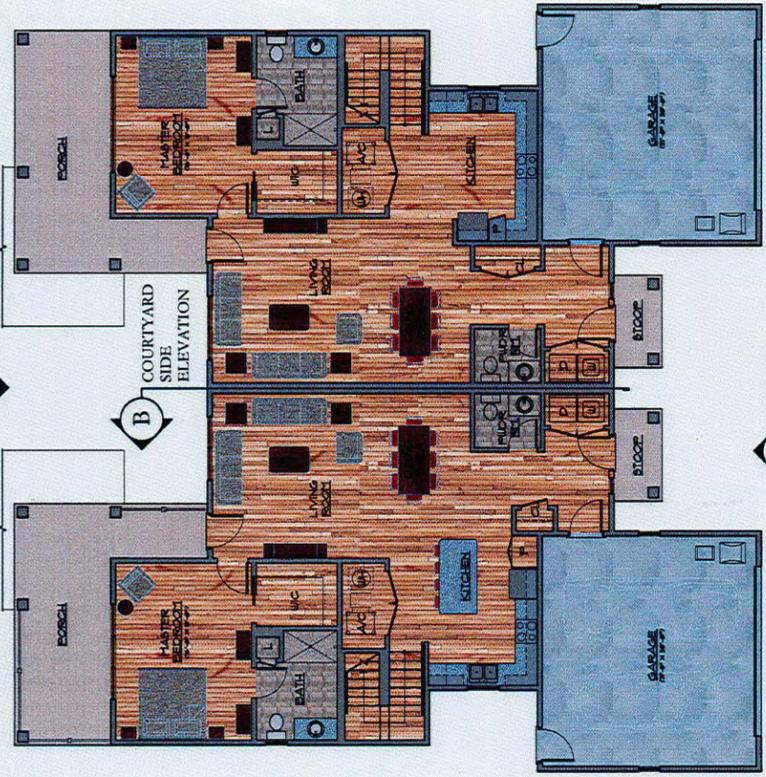




A COMMON AREA ELEVATION
1/8" = 1'-0"



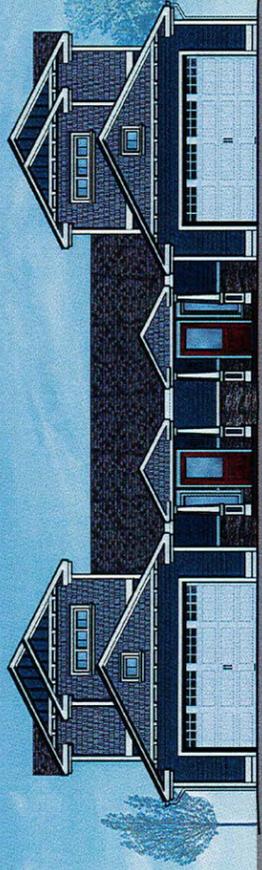
COMMON AREA ELEVATION



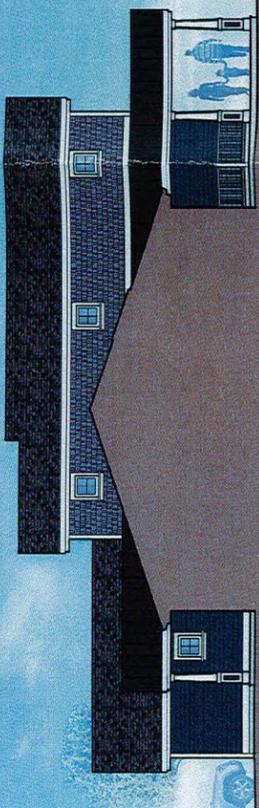
FIRST FLOOR PLAN
1/8" = 1'-0" 1,246 S.F.



STREET ELEVATION



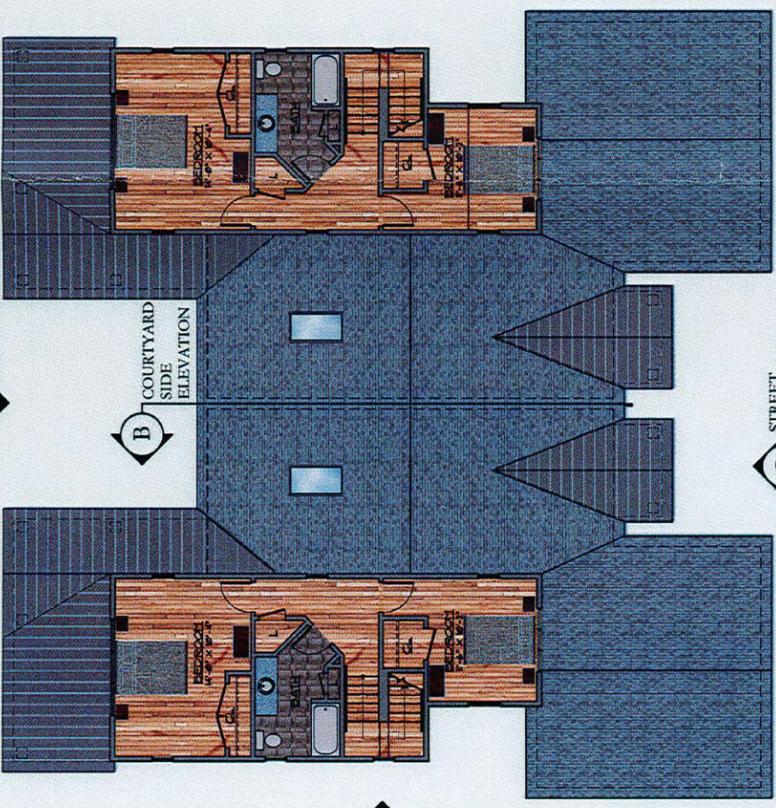
C STREET ELEVATION
1/8" = 1'-0"



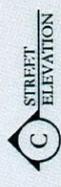
B SIDE ELEVATION AT COURTYARD
1/8" = 1'-0"



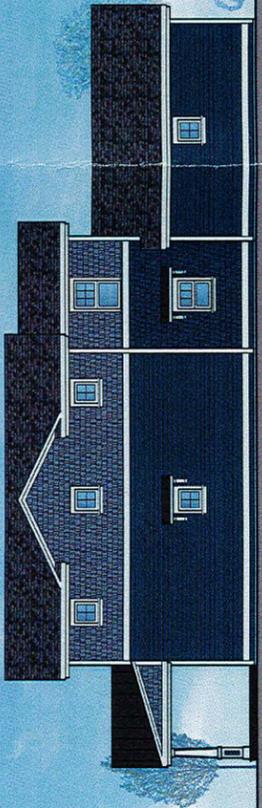
COMMON AREA ELEVATION



SECOND FLOOR PLAN
1/8" = 1'-0" 654 S.F.



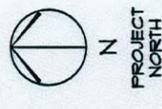
STREET ELEVATION



D SIDE ELEVATION AT COMMON AREA
1/8" = 1'-0"



COMMON AREA SIDE ELEVATION



KEUKA OUTLET POCKET NEIGHBORHOOD
THREE BEDROOM DUPLEX
 CHRISANTHA DEVELOPMENT
 PENN YAN, NEW YORK

JULY, 2015
 SCALE: 1/8" = 1'-0"