

2015 SPECIAL PERMIT **TUXEDO FARMS**

This document, including its Articles and Appendices, constitutes the 2015 Special Permit for the Planned Integrated Development known as Tuxedo Farms.¹ This Special Permit replaces and supersedes the 2004 Special Permit and the 2010 Amended and Restated Special Permit.

ARTICLE I. ENUMERATION OF APPROVALS GRANTED

The following approvals have been granted to the Project:

1. 2015 Special Permit Approval.
2. 2015 Preliminary Plan Approval. The 2015 Preliminary Plan dated February 27, 2015, last revised April 20, 2015, (the “2015 Preliminary Plan”), is attached hereto as Appendix B² and incorporated herein by reference.
3. The Design Standards. The Design Standards include:
 - a. the Smart Code for the Project, dated November 2010 (inclusive of the 2015 Regulating Plan), attached hereto as Appendix C and incorporated herein by reference;
 - b. revised Performance Standards for the Project, dated September 30, 2010, attached hereto as Appendix D and incorporated herein by reference; and
 - c. revised Architectural and Landscape Design Guidelines for the Project, dated November 2010, attached hereto as Appendix E and incorporated herein by reference.

The Approvals apply to all of those lands included in Tuxedo Farms that are set forth in the materials attached hereto as Appendix F and incorporated herein by reference, including all lands added to Tuxedo Farms following approval of the 2004 Special Permit and 2004 Preliminary Plan, the 2010 Special Permit and 2010 Preliminary Plan, and this 2015 Special Permit and 2015 Preliminary Plan.

ARTICLE II. COMPLIANCE REQUIREMENTS; RECORDATION; BINDING EFFECT; SUCCESSORS; SEVERABILITY

- A. Compliance Required

¹ This Planned Integrated Development is formerly known as “Tuxedo Reserve”.

² Appendices appended to this Special Permit start with Exhibit “B”. There is no “Appendix A” which has been intentionally omitted.

1. The grant and approval of this Special Permit and of the 2015 Preliminary Plan for the Project is subject to and conditioned upon:

- a. full compliance with the 2015 Preliminary Plan;
- b. full compliance with this Special Permit, including the Design Standards comprising the Smart Code, Performance Standards, and Architectural and Landscape Design Guidelines, subject to any permitted waiver or modification as authorized herein;
- c. full compliance with all of the mitigation measures, Project specifications, best management practices, performance standards and other commitments, incorporated in the 2015 Preliminary Plan, the Design Standards (including the Smart Code, Regulating Plan, Performance Standards, and Architectural and Landscape Design Guidelines), the 2004 SEQRA Findings Statement; the 2009 Technical Memorandum, the Final Supplemental Environmental Impact Statement (“FSEIS”) , the 2010 SEQRA Findings Statement, including all of their appendices, and the 2015 Amended SEQRA Findings Statement. The 2004 SEQRA Findings Statement, 2010 SEQRA Findings Statement and the 2015 Amended SEQRA Findings Statement are attached hereto as Appendix I;
- d. full compliance with all mitigation measures, Project specifications, best management practices, and performance standards set forth in earlier environmental impact statements and finding statements for the Project which have not been superseded, modified, or revised by this Special Permit, 2015 Preliminary Plan, the Design Guidelines, the 2010 Findings Statement, the 2009 Technical Memorandum, or the FSEIS;
- e. full compliance with any subdivision and site plan approved by the Planning Board for the Project including any terms and conditions attendant to such approval and all notes and other information on the approved subdivision plat or site plan; and
- f. full compliance with any permit or approval for the Project issued by any other Federal, State or local agency with jurisdiction over the Project including any terms and conditions attendant to such permit or approval.

2. The Town Board may, after 30 days’ prior written notice and an opportunity to be heard, suspend the issuance of building permits or certificates of occupancy for a failure to comply as set forth hereinabove or, may immediately suspend a permit or certificate concerning a specific parcel of property in the event a failure to comply at such parcel presents an imminent threat to the health safety and welfare of the public or the environment. The Town Board may also, after 30 days prior written notice and hearing, revoke this Special Permit for failure to comply with the conditions of this Special Permit. Such revocation shall not abrogate the Applicant’s affirmative obligations hereunder for any portion of the Project constructed or partially constructed at the time of revocation.

B. Recording of Special Permit

This Special Permit shall be executed by the Applicant and the Town in a form that is recordable

by the Orange County Clerk and the Applicant consents to recording of this Special Permit in the chain of title of the property.

C. Binding Effect and Successors

1. This Special Permit runs with the land and is binding upon the Applicant and any successor in interest to the Applicant, including, without limitation, subsequent purchasers and transferees, vendees, heirs, assignees, distributees, mortgagees, agents, employees and contractors.

2. In the event the Applicant transfers any interest in the Project, it shall provide a copy of this Special Permit to the transferee upon such transfer. Within ten (10) business days of such transfer the Applicant shall provide the Town with written notice of the transfer which notice shall contain the following: (a) the name and address of the transferee (b) the date of the transfer (c) the precise interest in the Project that was transferred and (d) a sworn statement in writing from the transferee that it has received a copy of the 2015 Special Permit, that it understands all of the terms and conditions of this Special Permit and that it agrees to be bound by all of the applicable terms and conditions of the 2015 Special Permit.

D. Severability

Should any part of this Special Permit be rendered or declared invalid by a court of competent jurisdiction, the invalidation of such part or portion of this Special Permit shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE III. LIMITATIONS ON PROJECT USES

A. The Project shall be developed and constructed in compliance with the 2015 Preliminary Plan, this Special Permit, and the Design Standards, including the Smart Code and its associated Regulating Plan, the Performance Standards, and the Architectural and Landscape Design Guidelines. No more than 1,195 residential units may ever be constructed on the Project site.³ No less than 764 residential units shall be single family detached and semi-detached homes. No more than 431 residential units shall be multi-family residential units (i.e. townhouses, flats and duplexes).⁴ Except for the annexation parcels referred to in Article XIV,

³ The PID Law authorized an additional 180 units of housing for senior citizens and persons in need of congregate care or assisted living beyond the 1195 residential unit cap set forth in the PID Law. The Applicant did not propose such housing to be included in its 2004 Project and it is not incorporated into the 2004 Preliminary Plan or Special Permit. Nor do the Project Amendment Applications contain any such proposal. If the Applicant proposes to develop such a use in the future within the Project, the Applicant would be required to apply for an amendment to the 2015 Preliminary Plan. Consideration of such an amendment would have to be undertaken in conjunction with such environmental review as is required by SEQRA.

⁴ Section 98-23 was amended in its entirety by Local Law #4A of 1999. Section 2 of Local Law #4A of 1999 exempted Tuxedo Reserve from review under its provisions and mandated review of the Project under the Planned Integrated Development regulations in effect immediately prior to the adoption of the Local Law. Local Law #4A of 1999 was amended by the Town Board by adoption of Local Law #5 of 2010 concurrent with the approval of the 2010 Special Permit which authorized a revised unit mix for the Project. A copy of Local Law #5 of 2010 is attached hereto as Appendix G and a copy of Local Law #4A of 1999 is attached hereto as Appendix H. Section 2 of

all residential uses must be located in the Project's Southern Tract.

B. No more than 2860 bedrooms may ever be constructed on the Project Site in units that are not for active adults. There is no bedroom count limit for active adult units.

C. Non-residential uses in the Southern Tract shall be limited to the following: (a) Project Amenities and civic facilities, which may include but are not limited to a day care center, fitness facilities, meeting rooms, a post office, a library, community centers, and such similar facilities or amenities; and (b) Commercial Uses, which may include but are not limited to the Greeting Center, a general store, a gourmet delicatessen and/or coffee shop, a bank, a dry cleaner, restaurant, and similar local community retail uses as may be approved by the Planning Board. In no event shall Project Amenities and Commercial Uses on the Southern Tract exceed 100,000 square feet. Subject to obtaining approvals required by the Village of Sloatsburg, a 3,000 square foot farm stand shall be a permitted use on the portion of the Project site located within the Village of Sloatsburg near Route 17.

D. Subject to the provisions of Article XXI, the Project may also include 196,100 square feet of office/light industrial/flex space on the Northern Tract on the LIO Parcel.

ARTICLE IV. PHASING AND PERMITTED LOT AND UNIT CONVERSIONS

A. The Project shall be developed in three phases. The Project shall be developed in accordance with the Development Phasing Plan and Construction Phasing Plan analyzed in the FSEIS and the 2010 Findings Statement, which Development Phasing Plan and Construction Phasing Plan may be further refined by the Planning Board prior to the receipt of any final subdivision or site plan approval for the Project. Given the size and duration of the Project, the Town Board authorizes the Planning Board to adjust the Development Phasing Plan and Construction Phasing Plan to assure that the Project is developed in an orderly and reasonable fashion, taking account the flexibility provisions of the Design Standards, and given market conditions and other relevant factors.

1. Phase 1 shall be in the locations and with the unit and lot counts as indicated on the 2015 Preliminary Plan, subject to compliance with Design Standards. The non-residential development in the Commons shall be as authorized in Article III. Construction of single family, townhome, and multi -family dwelling units shall be paced to ensure a reasonably

Local Law # 4A of 1999, is amended by Local Law #5 of 2010 to prescribe the following development standards and limits for Tuxedo Reserve:

“5. No more than 1,195 residential dwelling units may be constructed on the Tuxedo Reserve Planned Integrated Development of which no more than 180 units shall be rental and no less than 764 units shall be single family detached and semidetached. An additional 180 dwelling units may be constructed provided those units are constructed for senior citizens and persons in need of congregate care or assisted living.”

balanced mix of single family detached and townhouse/multi-family units during this Phase. Because of the critical place-making function of the Commons, advancement of its construction including multi-family and/or townhome dwellings and non-residential uses may create an initial imbalanced mix of single family homes, townhomes, and multi-family dwelling units. Phase 2 construction will not begin until Phase 1 is substantially complete as determined by the Planning Board.

2. Phases 2 and 3 shall be in the locations and with the unit and lot count as indicated on the 2015 Preliminary Plan, subject to compliance with the Design Standards.

3. The Northern Tract non-residential use on the LIO Parcel may be constructed, in whole or in part, in any development phase.

4. The Planning Board is authorized to approve as a minor modification to this Special Permit and the 2015 Preliminary Plan an increase or decrease of residential development in a given phase by a maximum of not more than 6% of the aggregate number of the units and/or lots approved for that phase so long as such a modification readjusts development within areas approved for residential development as indicated on the 2015 Preliminary Plan and such areas as shown are not expanded or enlarged.

5. The Planning Board is authorized to approve as a minor modification to this Special Permit and the 2015 Preliminary Plan the conversion of any cottage lot to a village lot, any manor lot to an estate lot, and any multi-family unit to a townhouse unit of the same bedroom count. Such conversion shall not be limited by bedroom count if the conversion is of a lot or unit for active adult housing.

UNDER NO CIRCUMSTANCE SHALL THE TOTAL NUMBER OF RESIDENTIAL UNITS IN THE PROJECT EXCEED 1,195 NOR SHALL THE NUMBER OF SINGLE FAMILY DETACHED OR SEMI-DETACHED UNITS IN THE PROJECT BE LESS THAN 764 NOR SHALL THE NUMBER OF MULTI-FAMILY UNITS (INCLUDING TOWNHOMES) BE GREATER THAN 431.

ARTICLE V. DESIGN STANDARDS; SMART CODE WAIVER

A. In order to assure that the Project's design is flexible, yet concurrently assure that the Project is developed in accordance with the design, scale, density, and character approved by the Town Board, this Special Permit incorporates Design Standards specific to the Project. The Design Standards, including the Smart Code and its associated Regulating Plan, the Performance Standards, and the Architectural and Landscape Design Guidelines, collectively establish standards and guidelines for each type of community or area in the Project, including its open space preservation areas, the Commons, and the various communities for residential development.

B. The Smart Code and its associated Regulating Plan establish planning and development standards, including rules for building bulk, lot layout, etc. The Performance Standards establish various engineering and similar design requirements for streets, other

infrastructure, etc. The Architectural and Landscape Design Guidelines establish the visual design criteria for the Project's buildings, structures, lighting, and other improvements. Collectively, the Design Standards create a set of standards and guidelines that determine the character of each neighborhood in the Project.

C. The Planning Board is hereby authorized to grant a waiver or waivers to the Smart Code on a case by case basis provided the Planning Board finds justification for the grant of such waiver on the following specific grounds:

1. the waiver is the result of a site or design condition unique to a particular development site or a few development sites and not otherwise common within the development area;
2. grant of the waiver will not cause any significant adverse environmental impact;
3. grant of the waiver will not create any nuisance or unsafe condition;
4. grant of the waiver will not prohibit the ability to construct a home on any lot in accordance with the Architectural and Landscape Design Guidelines; and
5. grant of the waiver is consistent with the 2015 Preliminary Plan and this Special Permit.

D. The Planning Board is authorized to impose reasonable conditions on the grant of any waiver to the Smart Code. Under no circumstance, shall the Planning Board waive any of the following:

1. permitted building uses;
2. building Height;
3. minimum lot dimensions;
4. minimum side setbacks;
5. maximum lot coverage;
6. maximum impervious coverage;
7. maximum gross floor area;
8. permitted building types within a Transect Zone; and
9. thoroughfare right-of-way width.

E. The 2015 Preliminary Plan, which incorporates the Regulating Plan, is included as Appendix B of this Special Permit. Appendix Q contains the 2010 and 2015 Layout Plans which show illustratively the approximate locations intended for residential and nonresidential uses, streets, open space, and infrastructure. The Planning Board may refer to the 2010 and 2015 Layout Plans during site-specific subdivision and site plan review for guidance as to the approximate locations of uses, streets, and infrastructure, but is bound by the Preliminary Plan in Appendix B. The Southern Tract Street Hierarchy Layout Plan in Appendix Q, and the

Landscape Regulating Plan contained in the Landscape Design Guidelines, are Layout Plans which may be varied and revised to comply with the Preliminary Plan in Appendix C.

ARTICLE VI. AUTHORIZED MINOR MODIFICATIONS OF 2015 PRELIMINARY PLAN

A. During the course of its review of subdivision and site plan applications, and in addition to any other authority granted to the Planning Board herein, the Planning Board is authorized to approve authorized minor deviations from the 2015 Preliminary Plan so long as the authorized minor deviation in question is consistent with this Special Permit, the Design Standards, and the maximum lot and unit counts set forth in Articles III and IV.

B. Authorized minor deviations include :

1. minor changes in the 2015 Preliminary Plan to make minor alterations to the location of infrastructure and roads to address site conditions and engineering considerations. In approving such minor changes to the 2015 Preliminary Plan, the Planning Board may authorize disturbance of wetland areas that are not under the jurisdiction of the ACOE or NYSDEC, so long as such wetland areas do not function as vernal pools for species of special concern; and

2. changes resulting from the increase or decrease of units or lots in a particular phase pursuant to phasing flexibility authorized in Article IV; and

3. conversions of a cottage lot to a village lot, a manor lot to an estate lot, and a multi-family unit to a townhouse unit of the same bedroom count, as authorized in Article IV; and

4. modifications to the Development Phasing Plan or Construction Phasing Plan, as authorized in Article IV.

ARTICLE VII. STREETS, DESIGN, DEDICATION, AND MAINTENANCE

A. All streets in Tuxedo Farms shall be constructed in accordance with the 2015 Preliminary Plan; the Design Standards, including the Smart Code and its associated Regulating Plan, Performance Standards, and to the extent applicable to the Project and not inconsistent with the Project's Design Standards, the Town's street specifications as set forth in the Town subdivision regulations (the "Town Street Specifications"). The Town Highway Superintendent may, on a case by case basis, modify the Town Street Specifications to the extent authorized the Town Code.

B. The Applicant shall offer for dedication to the Town the Project's three spine roads and their rights-of-way as shown on the 2015 Preliminary Plan: Quail Road, Bridle Trail, and Two Hills Road. Each final subdivision and site plan approval shall be conditioned upon the Applicant making an offer of dedication of that portion of Quail Road, Bridle Trail, and/or Two

Hills Road that is within the portion of the Project being granted final subdivision or site plan approval. Upon acceptance of dedication, the Town shall be responsible for the maintenance of these roads and all stormwater drainage facilities and infrastructure in the road right-of-way.

C. Except for those roads accepted for dedication by the Town, the TRHOA shall maintain at its sole cost and expense all other roads and all stormwater drainage facilities and infrastructure in the road right-of-way. In addition, the TRHOA shall be responsible for maintenance of all rock walls whether or not such walls are located within a public right-of-way.

ARTICLE VIII. ACCESS AND TRAFFIC CONTROL

A. Except as otherwise provided in this paragraph, the Project shall contain the following entry/exit access points as depicted on the Preliminary Plan: Route 17 in the Town of Tuxedo, Route 17 in the Village of Sloatsburg and Eagle Valley Road. In addition, the Project shall contain two “emergency access only” points at Mountain Road and South Gate Road. The Route 17 access point in the Town of Tuxedo, shall be constructed and completed prior to the issuance of the first certificate of occupancy for the Project. The Mountain Road emergency access point shall be constructed and completed not later than the issuance of the 20th certificate of occupancy for the Project. The Eagle Valley Road access shall be constructed and completed prior to the completion of Phase 1 of the Project. The South Gate Road emergency access will be constructed as part of Phase 3 of the Project. If required by Rockland County or New York State, the Applicant shall design and install a traffic signal at the intersection of Eagle Valley Road and County Route 72. The design and installation of this traffic signal shall be reviewed and approved by Rockland County or the State of New York as appropriate.

B. All on-site and off-site traffic mitigation measures shall be implemented in the manner and time frame described in Appendix J. The Traffic Monitoring Program established for the Project shall be implemented in the manner and time frame described in Appendix J. A jitney service shall be established, funded and operated by the TRHOA in the manner and time frame set forth in Appendix J. The jitney service shall be in place prior to the issuance of the 50th certificate of occupancy for the Project. The availability of this jitney service shall be disclosed in the documents filed with the New York State Attorney General for the establishment of the Tuxedo Farms Home Owners’ Association. The operation of the jitney service shall be monitored in accordance with the Monitoring Program described in Appendix J. In the event ridership falls below estimates set forth in the FEIS Monitoring Program, modifications to the jitney service shall be made with a goal to increase ridership to projected levels.

C. All monitoring required hereunder shall be undertaken by a reputable traffic consultant selected by the Town. All expenses incurred by the Town in connection with the Traffic Monitoring Program shall be reimbursed to the Town by the Applicant.

D. Construction vehicles shall avoid, to the extent practicable, entering and exiting the Project site between 7:15 and 8:15 AM and between 5:00 pm and 6:00 pm on weekdays. The Applicant shall, at its sole cost and expense, coordinate with local police authorities for appropriate traffic management in the event construction traffic is likely to disrupt normal traffic

flows on highways and roads adjacent to the Project site.

**ARTICLE IX. SUBDIVISION AND SITE PLAN REVIEW PROCESS;
PLOT PLAN; ARCHITECTURAL REVIEW; AND
ISSUANCE OF BUILDING PERMITS**

The following process is a guide to the Planning Board and other Town Boards, agencies, and employees to facilitate the orderly processing of subdivision, site plan, and other applications necessary for development of Tuxedo Farms. It is in no way intended to supersede the procedural requirements of the Town Code:

A. Subdivision and Site Plan Review Process.

1. Preliminary Subdivision Plat and/or Site Plan Approval. The Planning Board shall review all applications for preliminary subdivision approval and for site plan approval in accordance with the procedures set forth in the Town Code for such review. Prior to approval of a preliminary subdivision plat or a site plan, the application shall be referred to the Architectural Review Board for review and approval of the design of those structures or features, such as park benches, common street elements, and other common infrastructure elements, whose design is to be approved as part of the preliminary subdivision approval or site plan approval, if any.

2. Final Subdivision and/or Site Plan Approval. The Planning Board shall review all applications for final subdivision and/or site plan approval in accordance with the procedures set forth in the Town Code for such review. Prior to issuance of final subdivision and/or site plan approval, the application shall be referred to the Architectural Review Board for review and approval of those structures or features whose design is to be approved as part of the final subdivision and/or site plan approval which have not been approved as part of the preliminary review, if any. As it deems appropriate, the Planning Board shall note applicable requirements by note and/or design on each subdivision and site plan approved by the Planning Board.

3. Plot Plan. A plot plan shall be prepared in conjunction with any application for a building permit for any lot. The plot plan shall show the location of all structures and improvements, proposed landscaping, site grading, and such additional information as the Town's Building Inspector and Engineer may reasonably require. The Building Inspector shall be responsible for review and approval of the plot plan and shall not issue plot plan approval unless the plot plan has been reviewed and approved by the Town Engineer and the ARB, which shall confirm that the plot plan conforms to the Architectural and Landscape Design Guidelines.

4. Building Permit. No building permit shall be issued by the Town Building Inspector for any lot or unit in Tuxedo Farms unless and until:

a. final plan approvals (site plan and/or subdivision, as applicable) have been received from the Planning Board for the applicable phase or sub-phase, if any, of the

Project;

- b. all applicable required outside agency permits have been obtained;
- c. all required fees have been paid and any outstanding accounts brought current;
- d. all required financial assurances and bonds have been posted and are maintained;
- e. all required approvals have been obtained from the Architectural Review Board, including but not limited to a determination by the ARB that the building or structure is in conformity with the applicable provisions of the Architectural and Landscape Design Guidelines;
- f. all prerequisites and requirements for issuance of a building permit have been satisfied, including but not limited to, conformance with the applicable provisions of the New York State Uniform Fire Prevention and Building Code, and approval of the plot plan by the Town Building Inspector; and
- g. there is compliance with this Special Permit, the 2015 Preliminary Plan and the Design Standards.

B. The ARB is hereby empowered to retain architects and landscape architects to assist it in verifying compliance with the applicable Architectural and Landscape Design Guidelines. The Applicant shall reimburse the Town for costs incurred in connection with the architect's review of proposed plot plans and building designs for compliance with the applicable Architectural and Landscape Design Guidelines. The Town Board shall approve the retention of architects and landscape architects to assist the ARB after receiving recommendations from the ARB. The ARB is authorized to pre-approve home designs and infrastructure element designs and to authorize such designs to be replicated on designated lots or locations without need for subsequent ARB approval.

ARTICLE X. CLEARING, GRADING AND FILLING REQUIREMENTS

Any clearing, grading and filling activities on the Project site shall be conducted in conformance with the requirements of §98-22 Q of the Town of Tuxedo Zoning Law. In addition, there shall be full compliance with the preservation measures set forth in the Performance Standards in the Design Standards related to existing trees, vegetation and soil as reasonably administered by the Planning Board and with the understanding that strict application of these measures may not be feasible where site conditions make it impossible or impracticable to preserve a tree or trees. In addition, the Planning Board, at the time of preliminary subdivision or site plan approval, may impose additional reasonable conditions on Project construction for the preservation and protection of trees, vegetation and soil.

ARTICLE XI. BLASTING

A. Any blasting required in connection with the Project shall conform to all State and Town blasting regulations as well as all blasting protocols set forth in the Performance Standards included in the Design Standards. The Planning Board shall review and approve all blasting plans at the time of the Planning Board's final subdivision or site plan approval.

B. In the event blasting resulting from the Project disrupts service to the water supply wells at enumerated properties on those portions of Mountain Road, Hillside Avenue and Southside Place that abut the Project, the Applicant shall immediately, and at its sole cost and expense, take whatever steps are necessary to restore such service including but not limited to repair of the well, replacement of the well or connection to the Project's water system. In the event connection is made to the Project's water system, there shall be no charge to the property owner for such connection or for the water received from the water system.

ARTICLE XII. BULK SUBDIVISION

For financing and ownership transfer purposes, the Applicant shall be entitled to apply for and obtain from the Planning Board bulk subdivision approval or modifications to previously issued bulk subdivision approvals at any time after issuance of this Amended and Restated Special Permit. No construction or ground disturbance shall be authorized by such bulk subdivision approval or modified bulk subdivision approval and a note to this effect shall be placed on any bulk subdivision plan.

ARTICLE XIII. OPEN SPACE

A. Southern Tract:

1. Open space areas on the Southern Tract are delineated in the 2015 Preliminary Plan. Areas designated as "shared open spaces" and as "dedicated open spaces" shall be restricted in perpetuity by a Declaration of Covenants and Restrictions which ensures that such open space can never be developed for commercial or residential uses and which ensures that any recreational or other similar activity on or in such open space is consistent with the Project as delineated in this Special Permit, the 2015 Preliminary Plan, the Smart Code's Regulating Plan, and all applicable site plans and subdivision approvals. The Town shall be a designated beneficiary of the Declaration of Covenants and Restrictions. In addition, those lands depicted on the 2015 Preliminary Plan designated to be restricted by conservation easement shall be further encumbered by a Conservation Easement. Such Conservation Easement shall be granted to the Town or a land trust or other open space protection entity acceptable to the Town. The Declaration of Covenants and Restrictions and the Conservation Easement required herein shall be reviewed and approved by the attorney for the Town prior to their filing and recording in the office of the Orange County Clerk. Such Covenants and Restrictions and the Conservation Easement shall allow installation of Water Supply infrastructure, including wells, pumps, tanks, limited maintenance access ways and similar water infrastructure improvements, as well as any

other infrastructure elements for the Project that are designated to be located in the areas to which such Covenants and Restrictions and Conservation Easements are to apply, all subject to Planning Board approval.

2. The 31.682 +/- acre Conservation Buffer depicted on the Preliminary Plan shall be gifted to the Village of Tuxedo Park. A Conservation Easement shall be placed upon such land prohibiting any development of the land for any purpose. Such Conservation Easement shall be granted to the Town. The Village shall comply with and be bound by the terms and conditions of this Special Permit and shall acknowledge such in the manner prescribed in Article II.B. The attorney for the Town shall be provided with copies of all documents of agreement and transfer for review and approval to ensure donor and donee's compliance with this provision.

3. A 2.00 +/- acre parcel shall be gifted to the Tuxedo Club in the location designated on the 2015 Preliminary Plan. As provided in Article XXX, this gift shall not be required if the PIPC Land Exchange occurs. The gift of the approximate 2 acre parcel shall be subject to the reservation of an easement by the Applicant and the simultaneous conveyance by the Applicant of an identical easement to the Town for the limited purposes of :

a. providing emergency access to the Project by means of emergency vehicles such as fire trucks, ambulances, and police vehicles but not to be used for access by the general public or as an access for construction or maintenance vehicles of the Applicant or its agents, contractors or employees; such access shall be constructed in a manner provided for by the Planning Board in its site plan review of the Project but, at a minimum, shall be designed to assure, to the maximum extent practicable that the property is not misused by the general public to become an unauthorized point of general ingress and egress ;

b. installing and maintaining such drainage pipes, detention basins, and other structures as may be required by the Planning Board in its site plan review of the Project; and

c. installing and maintaining utilities, lighting and signage. In addition, a Declaration of Covenants and Restrictions shall be placed on the 2.00 +/- acre parcel prohibiting the development of the land for any purpose except the three limited purposes described above. The Town of Tuxedo shall be designated as a beneficiary of the Declaration of Covenants and Restrictions.

The Tuxedo Club shall comply with and be bound by the terms and conditions of this Special Permit and shall acknowledge such in the manner prescribed Article II.B. The attorney for the Town shall be provided with copies of all documents of agreement and transfer for review and approval to ensure donor and donee's compliance with this provision.

B. Northern Tract: Pursuant to the offer of the Applicant, open space areas on the Northern Tract shall be gifted or otherwise restricted by conservation easement as depicted on the Preliminary Plan as follows: approximately 702.28 +/- acres to be gifted, and restricted by conservation easement, to a conservation organization acceptable to the Town or to the Town; and, 50.26 +/- to be gifted to the Village of Tuxedo Park as a Conservation Buffer. The terms of

such gifts shall require that the open space gifted can never be developed for any purpose and that the donees agree to comply with and be bound by the terms and conditions of this Special Permit. All of these lands shall be encumbered by a Conservation Easement. Such Conservation Easement shall be granted to a land trust or other open space protection entity acceptable to the Town. The attorney for the Town shall be provided with copies of all documents of agreement and transfer for review and approval to ensure donor and donee's compliance with the applicable provisions of this Special Permit. The requirement for a Conservation Easement shall not be applicable to any lands gifted to the Palisades Interstate Park Commission.

C. Fox Hill Tract: Pursuant to the offer of the Applicant, the entire Fox Hill Tract, less the annexation parcel of 24.27 +/- acres shall be gifted to the Village of Tuxedo Park. A Conservation Easement shall be placed upon such land prohibiting any development of the land for any purpose except that the Village may use the ravine near the race track located off of Clubhouse Road as a chipping facility to chip leaves and brush. Such Conservation Easement shall be granted to a land trust or other open space protection entity acceptable to the Town. The Village shall comply with and be bound by the terms and conditions of this Special Permit and shall acknowledge such in the manner prescribed in paragraph 3 above. The attorney for the Town shall be provided with copies of all documents of agreement and transfer for review and approval to ensure donor and donee's compliance with this provision.

D. All Gifts, Conservation Easements, Declarations, etc. required under this Article shall be made prior to the issuance of the first building permit and prior to the commencement of any construction and of any disturbance of the Project site.

ARTICLE XIV. ANNEXATION PARCELS

A. The Applicant may petition the Town of Tuxedo and Village of Tuxedo Park to annex the following parcels into the Village of Tuxedo Park: 24.27 +/- acre parcel located on the Fox Hill Tract; 28.65 +/- acre parcel located in the Northern Tract.

B. Upon completion of the annexation, the Applicant may subdivide the Northern Tract annexation parcel into no more than 4 lots for single family detached homes and the Fox Hill annexation parcel into no more than 3 lots for single family detached homes. The annexation parcels shall not be considered part of the Project and are authorized in addition to the maximum number of approved lots and unit types for the Project.

ARTICLE XV. TUXEDO UNION FREE SCHOOL DISTRICT

A. Prior to the issuance of the first building permit for the Project, the Applicant shall:

1. offer to donate the 42 +/- acres depicted on the 2015 Preliminary Plan as a future school site and/or site for athletic fields, playing fields, or other recreation facilities, to the TUFSD. In the event that the TUFSD ever declines or rejects the offer of the donation of the parcel, the Applicant shall then offer the parcel to the Town;

2. undertake, at its own expense, any environmental remediation of the parcel necessary for the intended use of the parcel; and

3. comply with the letter agreement between the Applicant and TUFSD dated June 2, 2014, accepted July 1, 2014 attached hereto as Appendix K and made a part hereof.

B. A copy of the agreement between the Applicant and the TUFSD shall be filed with the Town Board and accompanied by an opinion of counsel, in a form approved by the Attorney for the Town, rendered by the attorneys for the school district and the Applicant that the Agreement was properly authorized and an agreement that is binding upon the parties.

ARTICLE XVI. TUXEDO PUBLIC LIBRARY

A. The Applicant has offered a site in the Commons, designated on the 2015 Preliminary Plan, of approximately ½ acre which is adequately sized to construct a library facility with required off street parking and drainage facilities. The Library shall notify the Applicant in writing not later than twelve (12) years from the date of the issuance of the first building permit for the Project that it has obtained a financing commitment for construction of the library facility and thereupon the Applicant shall convey title to the Library of the Library site. A different location within Tuxedo Farms for the library may be designated upon mutual agreement of the Applicant and the Library, and subject to the approval of the Planning Board. Such designation shall not alter the required time frames herein.

B. In the event the Library does not timely give such notification to the Applicant that it has obtaining a financing commitment, then the Town shall be given three years commencing on the expiration date of the 12-year period described above to secure financing to construct a community space with a similar intensity of use on the half acre lot. If, within that three-year period, the Town gives notice to the Applicant of its intent to build such a community space, then the Applicant shall convey title to the Town.

C. If the Library does not commence construction within one year of the date of the conveyance to it, or the Town does not commence construction within three years of the date of the conveyance to it, and in either instance complete such construction within 2 years of commencement, the Library site shall revert back to the Applicant.

D. At any time during the 12-year period described hereinabove, the Applicant and the Library may enter into an agreement requiring the Applicant to construct a library facility in the Commons for the Library at a location to be approved by the Planning Board. If the Applicant constructs such a library facility for the Library, then both the Library's and the Town's rights hereunder to the half-acre parcel shall be terminated and the Planning Board is authorized, in its discretion, to approve the relocation to the half-acre parcel of residential or non-residential development from elsewhere in the Project.

E. Prior to any conveyance of the half-acre site to the Library or the Town, as the case may be, or prior to any permitted development of the half-acre site by the Applicant, the Applicant may landscape and/or use the site for recreation purposes.

ARTICLE XVII. RECREATION AND TOWN FACILITIES

A. The trail system in the Southern Tract shall be made permanently available to Town residents on the following terms and conditions:

1. Access to the trail system by Tuxedo residents shall be by use of an annual “free of charge” permit system administered by the Tuxedo Farms Homeowners Association.

2. The Tuxedo Farms Homeowners Association shall be responsible for all trail maintenance and security. The trail system shall be made available to Town residents simultaneous with it being made available for residents of Tuxedo Farms.

3. The offering plan filed in the office of the New York State Attorney General establishing the Tuxedo Farms Homeowners Association shall disclose the permanent availability of the trail system to Town of Tuxedo residents as well the fact that such access shall be free of charge.

4. No motorized vehicles of any nature shall be permitted on the trail system except as necessary for access to maintain the system and for security. Nor shall the trail system be lighted in any manner except for purposes of safety, security and trail heading marking.

5. The Tuxedo Farms Homeowners Association shall be authorized to adopt and enforce rules and regulations for the use and operation of the trails system to maintain and protect the security and safety of the Tuxedo Farms property owners and Town residents. These rules and regulations shall be provided to the Town so the Town can confirm that adequate access is in fact provided.

B. The Applicant shall construct neighborhood parks, playgrounds, one or more indoor recreational facilities, and such other recreational facilities as are shown on the 2015 Preliminary Plan and as approved by the Planning Board on subdivision or site plans, all in accordance with the Design Standards.

The Applicant may obtain land from PIPC that the Town Board deems suitable for development for active recreation use for the residents of the Town. If such lands are donated to the Town, the value of such lands shall be credited toward any recreation fees that the Applicant may be obligated to pay.

C. The Applicant shall pay a recreation fee per unit in accordance with the applicable requirements of the Town’s Zoning Law and Subdivision Regulations. The recreation fee shall be paid at the time that a building permit is issued for that unit.

D. The Applicant may pursue the acquisition of other land that may be suitable for use by the Town for active recreation use or construct active recreation facilities to be donated to the Town for Town-wide use. If the Applicant acquires such property or constructs such active recreation facilities for Town-wide use and the Town Board agrees to accept the donation of

such land or facilities, then the Applicant shall be credited against the recreation fees payable by the Applicant the fair market value of such land and facilities, as determined by a certified appraisal prepared by a real estate appraiser licensed in the State of New York. Any such credit shall be applied on a pro rata basis to the recreation fees payable for each lot as to which recreation fees have not been paid at the time of the offer of the donation of the land or the facilities.

E. Based on the Town's articulated need, the Applicant agrees to offer and donate to the Town the Greeting Center not later than twelve years after the first residential certificate of occupancy issued or at an earlier time at the discretion of the Applicant, subject to the Applicant's right at the time of the donation to reserve a leasehold of up to 1,000 square feet of the Greeting Center for continued operation of the Project sales office up until the final sellout of the Project and at a market rent payable to the Town equal to the average yearly office rent in the Hamlet at that time. The donation shall be subject to covenants and restrictions limiting the use of the Greeting Center to the Town's governmental administrative offices. The Town may, subject to the prior approval of the Tuxedo Farms Homeowners Association, expand or further improve the structure and its parking areas, but the design of any expansion or alteration shall fully comply with the Project's Architectural and Landscape Design guidelines and shall be approved by both the Homeowners Association Board of Directors and the Town Architectural Review Board.

F. Based on the Town's articulated need, the Applicant and the TRHOA shall lease to the Town for one dollar per year for 30 years 3,000 square feet of garage/storage space with two dual bays (for a total of four), to be built by the Applicant at such time and at such location as proposed by the Applicant and approved by the Planning Board in consultation with the Highway Superintendent. The garage shall be used by the Town for storage for equipment and materials needed to fulfill its maintenance responsibilities in Tuxedo Farms. The Town and the TRHOA shall maintain appropriate all risk insurance on the building and the equipment therein, naming each other as additional insureds.

G. Based on the Applicant's the Town's articulated need, the Applicant and the TRHOA shall allow the Town Board to conduct special public meetings in the community space to be built in the Commons which will be capable of seating 200 people.

ARTICLE XVIII. WATER SUPPLY

A. Southern Tract: Prior to the issuance of the first building permit for the Project and prior to any construction or disturbance of the Project site, a Water Works Corporation under the Transportation Corporations Law shall be formed to provide pure and wholesome water at reasonable rates to development on the Southern Tract. The establishment of such Water Works Corporation shall, at a minimum, be conditioned upon the following:

1. limitation of the corporation's service area to the Town of Tuxedo and elimination of any extension rights under Transportation Corporation Law Section 46;

2. prohibiting water sales to locations outside the Town and elimination of any extension rights to extend pipes in adjoining Cities, Towns and Villages under Transportation Corporation Law Section 43;

3. granting the Town a right of first refusal giving it the ability to acquire the Corporation's assets or shares at a fair market value in the event the assets or shares are proposed for transfer, merger or consolidation;

4. the right of the Town to take possession and title to the assets in the event the system fails to provide pure and wholesome water at reasonable rates to its customers or is not operated in material compliance with the health and safety standards maintained and issued by the Town, NYS Department of Health, NYSDEC and NYS Public Service Commission (hereafter "Agencies"); however the Corporation shall first be provided with the right and opportunity to correct any deficiency identified by the Agencies in a timely manner;

5. formation of a back-up water district pursuant to the Town Law provisions for special improvement districts to put in place and be effective in the event the Water Works Corporation fails to provide pure and wholesome water at reasonable rates to its customers or is not operated in material compliance with the standards, maintained and issued by the Agencies; however the Corporation shall first be provided with the opportunity to correct any deficiencies identified by the Agencies in a timely manner;

6. the real property tax assessment of the Water Works Corporation facilities for real tax purposes may be on an "income" approach and not subject to challenge as to taxing methodology; and

7. prohibiting the sale or transfer of the Water Works Corporation or any of its assets unless the transferee acquires the Corporation or any of its assets subject to items (1) through (6) set forth above, and all conditions of the original consent to form the Water Works Corporation. For purposes of this provision, water shall be deemed "pure and wholesome" if it meets or exceeds applicable regulatory standards issued by the NYSDEC and NYSDOH for drinking water supplies. Furthermore, "reasonable rates" shall mean those rates approved by the Public Service Commission for the sale of water by the Water Works Corporation.

B. Northern Tract: Water supply in the Northern Tract shall be provided by the development of on-site ground water resources. Well testing, in accordance with NYSDEC requirements, shall be conducted at the time the first site plan/ subdivision is submitted for the Northern Tract. In the event a community water supply system is required to service Northern tract uses, a Water Works Corporation would be required which, at a minimum, would be subject to all of the same terms and conditions set forth above for the Water Works Corporation in the Southern Tract. Under no circumstance shall any water supply generated on the Northern tract be permitted to be sold outside of the Northern Tract. A backup water improvement district for this Northern Tract shall also be similarly established at the Applicant's cost.

C. Prior to conducting any additional well testing for the Project, a water supply testing protocol shall be submitted to the Town Engineer and Planning Board for review and

approval. Upon completion of additional well testing for the Project, the results of such testing shall be provided to the Town Engineer and Planning Board who shall confirm that such testing yields a sufficient quantity and quality of water to service the Project or portion of the Project proposed to be constructed.

D. The Planning Board, the Town Engineer, and the New York State Department of Health (“NYSDOH”) have determined that Tuxedo Farm’s Southern Tract yields a sufficient quantity and quality of water to service the Project. Attached as Appendix “L and made a part hereof, are the Planning Board’s approval, the determination by the Town Engineer, and the approval letter from NYSDOH.

E. The Applicant or any successor Water Works Corporation shall monitor designated preexisting water supply wells on Mountain Road, Hillside Avenue and Southside Place in accordance with the protocol attached hereto as Appendix L and made a part hereof. All monitoring reports are to be filed with the Town Clerk, the Town Engineer, and the Planning Board. Remedial actions shall be taken by the Applicant or any successor Water Works Corporation, at its sole cost and expense, as required in Appendix L. Failure of the Applicant to undertake such remedial actions as required shall constitute a violation of the Special Permit.

ARTICLE XIX. SANITARY SEWER

A. Southern Tract:

Prior to issuance of the first building permit, the Applicant shall either:

1. obtain approval from the NYSDEC of a new sewage treatment plant in the Tuxedo hamlet to replace, on the same site, the existing sewage treatment plant at the end of Contractor's Road (the “Replacement Sewage Treatment Plant”) and comply with the following conditions.

a. Such Replacement Sewage Treatment Plant shall at full capacity be capable of accommodating all sewage flow from planned development on Tuxedo Farm's Southern Tract and the users and property owners served by or entitled to be served by the Town’s existing sewage treatment plant facility.

b. Such Replacement Sewage Treatment Plant shall be designed for an advanced tertiary level of treatment capacity.

c. Prior to the issuance of the first certificate of occupancy, such Replacement Sewage Treatment Plant shall be constructed at the Applicant’s sole cost and expense in the manner authorized and detailed in the Memorandum of Understanding for Construction & Operation of a New Wastewater Collection System and Sewage Treatment Plant, dated December 29, 2014, and incorporated in AppendixR; or

2. obtain approval to connect the Project to the new Western Ramapo Wastewater Treatment Plant and comply with the following conditions:

a. The Applicant shall comply with all requirements of Rockland County Sewer District No. 1 related to the extension of sewer service to the Project and any agreement that may be negotiated between the Town and Rockland County Sewer District No. 1 for the extension of sewer service to service the Town.

b. The extension of sewer service to the Project and the Town and connection to the Western Ramapo Wastewater Treatment Plant shall be at the Applicant's sole cost and expense.

c. prior to the issuance of the first certificate of occupancy the Project shall be connected to the Western Ramapo Wastewater Treatment Plant.

B. Any sewer district extensions or new sewer district creation for the Tuxedo Farms Project, shall be at the Applicant's sole cost.

C. Northern Tract: Sewage treatment in the Northern Tract shall be via a community septic system with a Sewage Works Corporation formed pursuant to the Transportation Corporation Law provided under New York Law or, with a landowner's association which shall own and maintain said system on behalf of landowners within a commercial or industrial condominium. Such system shall be constructed and approved according to plans and specifications approved by the Town of Tuxedo, New York State Department of Health, and the New York State Department of Environmental Conservation. A back up sewer district shall be established by the Town at the Applicant's cost. The Applicant shall be required to install a package plant if Northern Tract effluent exceeds 13,629 gallons per day.

ARTICLE XX. HAMLET REVITALIZATION

A. In order to benefit and preserve Tuxedo's community character and enhance the Tuxedo hamlet as the Town's social and commercial center, the Applicant has offered to provide a multi-million dollar fund to assist the Town Board in its continuing effort to revitalize the hamlet.

B. The fund shall be established and administered in accordance with the "Hamlet Revitalization Funding Program" attached hereto as Appendix M and made a part hereof. All legal mechanisms and agreements necessary to create and implement the funding program, including the required Guarantee from the Related Companies L.P., shall be completed and in place prior to the issuance of the first building permit for the Project and prior to the commencement of any construction or disturbance of the Project Site.

C. Pursuant to the Hamlet Revitalization Funding Program the Tuxedo Local Development Corporation ("TLDC") has been formed and the Applicant has paid one million dollars (\$1,000,000.) to the TLDC and a Guarantee has been provided from the Related Companies L.P., per the documents in Appendix M.

ARTICLE XXI. PILOT

A. In order to assist in having its Project achieve fiscal balance, the Applicant has offered to make payments in lieu of taxes (PILOT) to the Town on the 88.78 acres of LIO zoned land depicted on the 2015 Preliminary Plan (PILOT Property) under the following terms and conditions:

B. The Applicant shall make annual payments to the Town in the amount of \$150,000.00 for a period of 14 years with the first payment to be made simultaneously with the issuance of the first building permit for the Project (hereinafter the "Anniversary Date"). Thereafter, the Applicant shall make payments on or before each Anniversary Date through and including year 14. The \$150,000.00 payment shall be offset by the amount of any real property taxes generated annually by any nonresidential improvements actually constructed on the PILOT Property during the PILOT period. The PILOT obligation shall continue on the same terms and conditions stated above notwithstanding any transfer of the PILOT Property to PIPC. Nothing herein shall prohibit PIPC from assuming the obligation to make such PILOT payments if PIPC agrees to do so as part of its exchange agreement with the Applicant.

C. At the conclusion of the 14 year PILOT period, the Applicant may elect to continue making PILOT payments or convey the remaining undeveloped portion of the PILOT Property to the Town for \$1.00. In the event the Applicant elects to continue to make PILOT payments, the amount to be paid shall be determined to be the amount which would be paid in real property taxes (school, town and county) as determined by an appraisal of the highest and best use of the remaining undeveloped PILOT Property assuming such highest and best use is actually constructed in accordance with the Town's applicable zoning laws, as calculated and determined by an appraisal conducted by certified appraiser engaged by the Town. During this continuing PILOT period, payments shall be offset by the amount of any real property taxes generated by new nonresidential improvements actually constructed during that extended period. The Applicant shall continue to make PILOT payments in this manner on each Anniversary Date until the PILOT Property is fully developed and a full year's real property tax payments (without regard to any tax abatements) are actually made.

D. Prior to the issuance of any building permit for the Project and prior to commencement of any construction or site disturbance, the terms and conditions of the PILOT shall be reduced to an agreement between the Town and Applicant.

ARTICLE XXII. CULTURAL RESOURCES

The Applicant and the OPRHP have entered into a Memorandum of Understanding which sets forth the protocols for identifying, evaluating, and mitigating potential Project impacts on cultural resources. A copy of the MOU is appended hereto as Appendix N and made a part hereof. In February, 2007 OPRHP issued a letter, a copy of which is appended hereto in Appendix N and made a part hereof, confirming that the Applicant submitted a Data Recovery Report for the Project which fulfills the conditions of the Data Recovery Plan for the Project. In April and August 2009, OPRHP issued letters, copies of which are appended hereto in Appendix N and made a part hereof, and which collectively accept the recommendations contained in the

Applicant's Phase 1B Cultural Resource Survey Addendum for Phase 1 of the Project and the Applicant's Phase 1B Cultural Resource Survey for Phases 2 and 3 of the Project. In September 2014, OPRHP issued a letter of no effect concerning additional studies of isolated areas as recommended by the Planning Board. Compliance shall continue as required by the MOU. The Applicant shall provide written confirmation of its ongoing compliance with the MOU as a condition of any Planning Board final subdivision or site plan approval.

ARTICLE XXIII. ACTIVE ADULT HOUSING

The active adult housing for the Project shall be market rate housing limited to active adults aged 55 years and older. Prior to the issuance of any building permit for active adult housing, the Applicant shall cause a restriction, in a form satisfactory to the attorney for the Town, to be placed on the active adult property ensuring that the required age limitation runs with the land in perpetuity. The Project's active adult housing is located in the East Terrace. .

ARTICLE XXIV. TUXEDO FARMS HOMEOWNERS ASSOCIATION

A. Prior to the issuance of the first certificate of occupancy for a residential unit within the Project, the Applicant shall create the Tuxedo Farms Home Owners Association for the purposes of (1) owning and managing lands and facilities owned in common by Tuxedo Farms residents (including the jitney service) (2) instituting a permit process for the trail system; and (3) ensuring continued compliance with this Special Permit and all requirements referenced herein. Documents creating the TFHOA shall be provided to and reviewed by the attorney for the Town in accordance with Article XXV.

B. The Applicant shall create covenants and restrictions requiring that all property owners in the Southern Tract of Tuxedo Farms shall be members of the Tuxedo Farms Home Owners Association and requiring compliance with this Special Permit. The covenants and restrictions shall also:

1. require that the TFHOA shall grant the Town police authority to access and patrol TRHOA owned roads;
2. require each lot and unit owner to properly maintain the lawns and front yards, including fences;
3. require the TFHOA to undertake such maintenance if a lot or unit owner fails to do so;
4. require each lot and unit owner, at the time of purchase, to pay an appropriate sum into a reserve fund held by the TFHOA so that the TFHOA will have sufficient resources to undertake such maintenance, if necessary. The amount established for such reserve fund shall be reviewed and approved by the Town Engineer; and
5. authorize the TFHOA to bill a lot or unit owner for the costs incurred by the TFHOA to fulfill the owner's maintenance responsibilities and if that bill is not timely paid

to place a lien on the property for the costs and expenses incurred by the TFHOA to perform such maintenance and impose the lien. The documents forming the Home Owners Association shall give the TFHOA the right to maintain lots and buildings within the Project if the owner thereof fails to do so and shall also give the TFHOA the right to impose the costs of such maintenance as a lien against the affected property.

ARTICLE XXV. ATTORNEY GENERAL FILINGS

All filings with the New York State Attorney General in connection with any matter relating to Tuxedo Farms, including but not limited to creation of homeowners and condominium associations and amendments thereto shall be provided to the attorney for the Town simultaneous with such filing. The attorney for the Town shall ensure that all filings are consistent with this Special Permit, the 2015 Preliminary Plan and the Design Standards. All Homeowners Association and Condominium Association filings and amendments approved by the New York State Attorney General shall be filed in the offices of the Town Clerk and Planning Board.

ARTICLE XXVI. FEES AND COSTS

A. The Applicant shall pay all applicable fees and costs as are required under the Town's local laws in the manner prescribed by those local laws. The Applicant shall also reimburse the Town for any additional fees and costs incurred by the Town relating to its administration and enforcement of this Special Permit. Such additional fees and costs may include, but are not limited to, legal fees for preparation, review and interpretation of legal documents required, contemplated under, or resulting from, the Special Permit; legal fees for enforcement matters and proceedings; Planning Board and Town Board consultant review fees; consultant fees for the Traffic Monitoring Program and consultant fees for a professional architect who will be dedicated to the review of architectural plans for Tuxedo Farms.

B. Subject to the remainder of this Article XXVI, all fees and costs required to be reimbursed hereunder shall be paid within sixty (60) days of the Applicant's receipt of the fee invoice. Failure to pay within such period shall result in no further building permits or certificates of occupancy being issued until payment is made. Failure to make payment within 120 days shall be grounds for revocation of this Special Permit.

C. Notwithstanding anything to the contrary set forth herein, the Applicant shall have the right to challenge the reasonableness and/or validity of any fees or costs for which the Town is seeking reimbursement hereunder. In the event of such a challenge, the Applicant shall notify the Town of such challenge in writing within thirty (30) days of the Applicant's receipt of the fee invoice. Such written notice shall specify the amount being challenged and the reason for such challenge. The Town and the Applicant shall work diligently to reach a resolution as to such challenged amounts. In the event a resolution cannot be reached, the Applicant shall have such remedies as are allowed by law.

ARTICLE XXVII. BONDING OF IMPROVEMENTS

Prior to the issuance of any building permit for the Project and prior to commencement of construction or disturbance of the Project Site, the Applicant shall post a security in an amount and form acceptable to the Town to secure the completion of all offsite and on-site public improvements and on-site common area improvements required in connection with the development. This security may be posted on a development phase or sub-phase basis and may be reduced as construction proceeds in accordance with applicable procedures in the Town's local laws. The security posted is required to be "evergreen."

ARTICLE XXVIII. CONTINUING JURISDICTION

The Town Board shall have continuing jurisdiction over all matters related to this Special Permit so long as the Special Permit is in effect. Nothing herein is intended to restrict or limit the rights, duties, authority or jurisdiction of any Town agency under any Town, State or Federal law, rule or regulation.

ARTICLE XXIX. PRE-CONSTRUCTION SITE ACTIVITIES

Notwithstanding anything to the contrary in this Special Permit, the Applicant is hereby authorized to undertake limited site disturbance in order to investigate conditions on the Project site in preparation for construction. Such limited site disturbance may include roughing in of the main Project access road from its intersection with Route 17 no more than 6,600 feet into the Project Site, well tests, soil tests, geo-technical borings, wetland delineations, surveys and the like. No rough-in of the main Project access road or access roads to test sites shall be undertaken without it first receiving a clearing and grading permit from the Planning Board. The Planning Board may require the Applicant to post a bond in a form manner acceptable to the Town Board to assure adequate reclamation of any disturbed site area.

ARTICLE XXX. THE PIPC LAND EXCHANGE

If PIPC approves the PIPCI Land Exchange, attached hereto as Appendix O and incorporated herein, no further amendment of this Special Permit or the 2015 Preliminary Plan shall be required. The PIPC Land Exchange shall be deemed approved and effective and this Special Permit and the 2015 Preliminary Plan shall be deemed amended upon receipt of documents in a form approved by the Town Attorney confirming that: (1) the LIO Parcel has been conveyed to PIPC; (2) PIPC has accepted the conveyance and provision has been made for PILOT payments to be made to the Town through year 14 as required in Article XXI; and (3) the 21.116 acre parcel has been conveyed to the Applicant. If the PIPC Land Exchange occurs, then the Applicant shall not be required to gift the 2.00 acre parcel of land to the Tuxedo Club as now required in Article XIII. As shown on the plans appended in Appendix O, the road traversing the 21.116 acre parcel, which connects to roads outside Tuxedo Farms, shall be owned by the Town.

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