MILL CREEK PRESERVE
SUBDIVISION

Caswell Road, Wood Road, & West Dryden Road

Town of Dryden,
Tompkins County

State of New York

Sketch Plan
&
Resource Analysis

FOR: New York Land & Lakes, Development LLC.
297 River St. Suite 3
Oneonta, NY 13820

Date: April 10, 2019
SUBDIVISION INFORMATION:

1. NAME: Mill Creek Preserve,

2. Tax Map  # 33.-1-3.2


4. Record Owner: RPL Properties LLC. 120 Briarwood Drive, Ithaca, NY 14850

5. Agent: Alan Lord Surveying Services, 415 State Highway 41, Smithville Flats, NY 13841. (607) 434-2678

6. Property: 908 +/- Acres

7. Lots: 40 parcels, ranging in size from 5 to 60 Acres.

8. Roads: No new roads are proposed, proposed lots will have frontage on existing town roads - Caswell Road, West Dryden Road, Wood Road, or Sherborne Drive

9. Water: Individual residential wells will be used for each parcel

10. Sewage Disposal: Individual residential septic will be used for each parcel. Deep test pits and percolation test will be performed on each parcel to ensure it can support a system.

11. Additional Information Attached:
   Location Map
   USGS Topo Map
   Tax Map
   Zoning map
   Wetlands Map
   Soils Map
   Protective Covenants
MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soils Map Unit Polygons
- Soils Map Unit Lines
- Soils Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Pit
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot

Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rail
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tompkins County, New York
Survey Area Data: Version 14, Sep 3, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 29, 2012—Nov 6, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
# Map Unit Legend

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
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<tbody>
<tr>
<td>Ab</td>
<td>Alluvial land</td>
<td>18.5</td>
<td>2.6%</td>
</tr>
<tr>
<td>AbB</td>
<td>Airport fine sandy loam, 2 to 6 percent slopes</td>
<td>2.0</td>
<td>0.2%</td>
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<tr>
<td>BgC</td>
<td>Batavia and Valatie soils, 5 to 15 percent slopes</td>
<td>17.3</td>
<td>1.9%</td>
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<tr>
<td>BgD</td>
<td>Batavia and Valatie soils, 15 to 25 percent slopes, eroded</td>
<td>4.7</td>
<td>0.5%</td>
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<tr>
<td>CgA</td>
<td>Chenango gravelly loam, 0 to 5 percent slopes</td>
<td>11.8</td>
<td>1.3%</td>
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<tr>
<td>CgC</td>
<td>Chenango gravelly loam, 5 to 15 percent slopes</td>
<td>9.6</td>
<td>1.1%</td>
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<tr>
<td>EsB</td>
<td>Erie cheney silt loam, 3 to 8 percent slopes</td>
<td>104.6</td>
<td>11.4%</td>
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<tr>
<td>EcA</td>
<td>Chippewa and Aiken soils, 0 to 8 percent slopes</td>
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<tr>
<td>Em</td>
<td>Eol silt loam</td>
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<td>ErA</td>
<td>Erie-Chippewa cheney silt loams, 0 to 3 percent slopes</td>
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<td>Ha</td>
<td>Haliedy silt loam</td>
<td>64.9</td>
<td>7.1%</td>
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<tr>
<td>Ho</td>
<td>Haliedy mucky silt loam</td>
<td>43.4</td>
<td>4.7%</td>
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<tr>
<td>HsA</td>
<td>Howard gravelly loam, 0 to 5 percent slopes</td>
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<tr>
<td>HsC</td>
<td>Howard gravelly loam, 5 to 15 percent simple slopes</td>
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<td>Hudson silty clay loam, 2 to 6 percent slopes</td>
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<td>LaCG3</td>
<td>Langford cheney silt loam, 8 to 15 percent slopes, eroded</td>
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<td>Maudlin mucky silty clay loam</td>
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<td>7.6%</td>
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<tr>
<td>W</td>
<td>Water</td>
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<td>0.2%</td>
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DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS
for the
MILL CREEK PRESERVE SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS & RESTRICTIONS is made on the date hereinafter set forth by New York Land & Lakes Development, LLC. of the City of Oneonta, County of Otsego, State of New York hereinafter referred to as Declarant.

WHEREAS, Declarant is the owner of certain real property (the Property) in the County of Tompkins, State of New York which is more particularly described as follows:

ALL of the land shown on the survey map entitled Mill Creek Subdivision which map is duly recorded on ____________, 2019 in the office of the Tompkins County Clerk at map # ___________; and

WHEREAS, it is the intent of Declarant hereby to cause the above described Property to be subjected to this Declaration of Protective Covenants & Restrictions; and

WHEREAS it is the intention of Declarant to encourage the use of renewable energy within the subdivision to reduce greenhouse gas emissions; and

WHEREAS Declarant wishes to promote the use of the lands within the subdivision for agricultural purposes; and

WHEREAS Declarant sets forth these Covenants & Restrictions in order to help ensure that the rural character and natural resources found within the subdivision and the immediate area surrounding the subdivision is suitably maintained for future generations.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of and which shall run with, such real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, Declarant's heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1) The premises conveyed shall only be used for single family (residential) homes, agricultural or non-commercial recreational uses except in home offices shall be allowed. No other commercial or industrial use of the property is allowed.

2) Only one principal dwelling and one accessory unit dwelling shall be allowed per parcel. All such dwellings shall comply with the Town of Dryden Zoning Ordinance

3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

4) Single wide mobile homes are not allowed.
5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel shall be further subdivided.

7) Residential Solar energy and wind energy systems shall be allowed and encouraged in accordance with the Town of Dryden Zoning Law governing such uses.

8) No trees, shrubs or other woody stemmed vegetation may be cut, culled, trimmed, pruned or otherwise removed or disturbed within one hundred (100) feet of the mean high water mark of either Mill Creek or Fall Creek. These setbacks are shown on the map described above and made a part hereof. This covenant shall not be deemed to prevent the removal of dead or diseased vegetation or of rotted or damaged trees or other vegetation that presents a safety or health hazard.

9) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

10) No pesticides, herbicides or fertilizers shall be applied within two hundred fifty (250) feet of any water body or wetland.

11) No invasive plant species listed as a prohibited species in 6 NYCRR Part 575.3 shall be planted on any lot within the subdivision.

12) If Grantee(s) disturbs over one acre of land on their parcel, Grantee(s) also hereby agrees to prepare a SWPPP specific for their residential lot to be developed and file a Notice of Intent (NOI) for the Storm water discharges associated with construction activity under State Pollutant Discharge Elimination System (SPDES) General Permit in effect at the time of filing.

13) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate County or Town Highway Superintendent.

14) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent.

15) Grantor herein excepts and reserves the right to grant to utility companies, a standard utility easement not to exceed thirty (30) feet in width along roads and lot lines.

16) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.
17) Outdoor lighting should be kept to a minimum and where necessary should be directed toward the ground.

18) For as long as any portion of the property described in this deed is subject to regulation under State or Federal Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

19) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes Development, LLC. and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Protective Covenants may be enforced by New York Land & Lakes Development, LLC. or the owner of any parcel within the subdivision. If New York Land & Lakes Development, LLC. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney’s fees.