WHITE HAWK ECOVILLAGE COMMUNITY, INC.

COOPERATIVE OFFERING PLAN

White Hawk Lane
Town of Danby
Tompkins County, New York
30 Total Residential Lots / 3,000 Shares in the Cooperative*
17 Residential Lots / 1,700 Shares Offered in this Offering Plan**
Cash Amount of Offering: $680,000.00
Outstanding Mortgage: $445,304.57
Total Offering Price: $682,000.00

Sponsor and Selling Agent
Red Tail, LLC
White Hawk Lane
Danby, New York

Date of Acceptance for Filing: __________, 2019

THIS OFFERING PLAN IS THE SPONSOR’S ENTIRE OFFER TO SELL THESE COOPERATIVE UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

*THE SPONSOR DOES NOT RESERVE THE RIGHT TO RENT UNSOLD LOTS. HOWEVER, MEMBERS OF THE COOPERATIVE MAY ELECT TO PURCHASE AND THEN RENT ONE OR MORE LOTS TO THIRD PARTIES.

**THE SPONSOR OF THIS COOPERATIVE IS A LIMITED LIABILITY COMPANY OWNED BY 18 INDIVIDUALS. TOGETHER, THESE INDIVIDUALS PERSONALLY OWN 13 RESIDENTIAL LOTS AND A CORRELATING 1,300 SHARES OF THE COOPERATIVE. THIS OFFERING PLAN OFFERS FOR SALE THE REMAINING RESIDENTIAL LOTS AND SHARES OF THE COOPERATIVE.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1.
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PART I

SPECIAL RISKS

A. The Sponsor of the Cooperative is Red Tail, LLC, a New York limited liability company, which is owned by 18 Principals. The Principals have no profit-seeking motive; instead, they desire to live in and develop an ecologically minded co-housing community. See pages 7-9 for greater detail.

B. This is an offering plan for cooperative ownership of White Hawk Ecovillage Community, Inc., a business corporation duly organized under New York law. The Cooperative owns in fee simple approximately 120.476 acres of land in the Town of Danby, County of Tompkins and State of New York, upon which sits the intentional ecologically minded community. A cooperative is a way for individual homeowners to share in the use of and responsibility for commonly owned property. Here, the Cooperative will own the land underlying the entire Community, including under each residential dwelling, the private road known as White Hawk Lane, sewer and water systems for the community, and trails and gardens. See pages 9-10, 38-39 for greater detail.

C. The land owned by the Cooperative was conveyed to an entity related to Sponsor in an arms-length transaction by Seven Circles, LLC, a limited liability company owned by an individual named Henry “Beauty” Peterson, on December 5, 2017 by warranty deed. Prior to that conveyance, Mr. Peterson participated in the founding discussions and actions of the Cooperative. Mr. Peterson executed an Assurance of Discontinuance (“AOD”) on January 10, 2019, which AOD may be viewed upon request to the Office of Attorney General. Mr. Peterson has no other current contractual relationship with Sponsor or the Cooperative. See pages 7-9 for greater detail.

D. The Principals are all individuals who accepted an initial offering from Mr. Peterson without the benefit of an Offering Plan, in contravention of GBL §§ 352-e and 352-h. The Principals formed the Sponsor and submitted this Offering Plan for filing in order to bring the Community into compliance with all applicable rules and regulations. See page 7-9 for greater detail.

E. Sponsor does not reserve the right to rent unsold Lots and does not intend to rent any unsold Lots. However, Members of the Cooperative may elect to purchase and then rent to third parties one or more Lots. See page 9 for greater detail.

F. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a cooperative be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the units in the cooperative, which in some
cases may be as high as seventy percent (70%). Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of ten percent (10%) or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See page 11 for greater detail.

G. The Cooperative must approve any prospective purchaser before a Member may sell his or her shares of stock in the Cooperative. Because the Cooperative must approve a prospective purchaser before a Member can sell its shares, this means that it may take longer for a Member to sell their home in the Cooperative than in another setting. See page 10 for greater detail.

H. The Cooperative shall approve a purchaser through consensus-based decision making of the Members. The Cooperative shall apply with all applicable laws in the approval process, including but not limited to the federal Fair Housing Act and the New York Human Rights Law. See page 25 for greater detail.

I. As a condition of a sale of stock, the Subscription Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to educate prospective purchasers about the Community. See Footnote 1 to Schedule B on page 18 for greater detail.

J. Each purchaser will receive 100 shares of stock in the Cooperative. In addition, each purchaser receives an exclusive 99-year, renewable ground lease for the lot of land upon which a residential dwelling has been or may be constructed. This ground lease is automatically renewed for one additional 99-year term. See pages 9, 13-16, 38-39 for greater detail.

K. Upon closing on the purchase of the cooperative interest, a purchaser becomes a Member of the Cooperative. In addition to receiving 100 shares, purchasers will either receive the right to construct a residential dwelling, or a deed from the prior owner for an already constructed residential dwelling. The shares of stock are considered personal property. See pages 9, 38-39 for greater detail.

L. The Cooperative does not own any residential dwelling. Any constructed residential dwelling is owned by a Member, and sits upon a Lot leased to that Member in conjunction with such Member’s purchase of 100 shares of stock. The ground lease interest is considered a real property interest, and the residential dwelling is considered a real property improvement. Upon expiration of the Proprietary Ground Lease, ownership of the Lot and any improvements or structures located thereon will automatically transfer to the Cooperative. See pages 10, 18, 36, 38-39 for greater detail.

M. The Principals of Sponsor are the first Members of the Cooperative. Collectively, in their capacity as Members, the Principals own 43.3% of the total stock of the Cooperative. This means that until more Lots have been sold, the Principals will have a majority voting
interest as Members in the Cooperative. This also means that Principals will comprise the members of the Cooperative’s Board of Directors until replaced in accordance with the Bylaws of the Cooperative. See pages 42 – 44 for greater detail.

N. All aspects and characteristics of the residential dwelling that is constructed upon a Lot are determined by a Member, or are purchased in an arms-length transaction by the Member from a selling stockholder. Accordingly, provided the residential dwelling complies with the then-applicable construction guidelines adopted by the Members and all applicable rules and regulations, including municipal building codes, the Cooperative has no control over the residential dwelling. For example, the materials and design of the residential dwelling are chosen for and paid by the Member who owns the shares and has entered into a Proprietary Ground Lease for the Lot, which is the instrument by which the ground lease is granted. Similarly, all taxes that are assessed to a residential dwelling or insurance costs for the residential dwelling are paid for by the Member who owns the shares and has entered into a Proprietary Ground Lease for that Lot. See page 44 for greater detail.

O. All construction of residential dwellings upon Lots leased to Members of the Cooperative must comply with then-applicable construction guidelines adopted by the Members and all applicable rules and regulations, including municipal building codes. See pages 40-41 for greater detail.

P. It is uncertain what the consequences of purchasing shares in the Cooperative will be on a purchaser’s federal income tax liability as a result of the Tax Cuts and Jobs Act of 2017, or TCJA, which increased the standard deduction single taxpayers to $12,000 and $24,000 for married couples filing jointly. Because this makes it less likely that the average taxpayer will itemize deductions, a taxpayer may not be able to deduct expenses incident to homeownership from its federal taxable income. In the past, for primary residences, a taxpayer was able to deduct from its federal taxable income all of their real estate taxes and their state income tax burden. Under the TCJA, the maximum deduction allowable to a taxpayer for both real estate tax and state and local taxes is $10,000. Although the real property taxes allocated to a Lot have historically been below $10,000, this may affect a purchaser of shares in the Cooperative. See pages 11, 23-24 for greater detail.

Q. Because the Cooperative does not meet the definition of a “cooperative housing corporation” under 26 U.S. Code Section 216, Members will most likely not be entitled to deduct for income tax purposes their proportionate share of the interest and real estate taxes paid by the Cooperative, subject to all other relevant provisions of the Internal Revenue Code. See pages 11, 23-24 for greater detail.

R. In addition, it is uncertain whether certain expenses of the Cooperative, such as real property taxes and insurance costs, will be deductible under Section 216 of the Internal Revenue Code. This does not mean that certain expenses may not be deducted under Section 216 of the Internal Revenue Code. See pages 11, 23-24 for greater detail.
S. The Cooperative does not own any residential improvements other than a bridge, a private road, and the water and sewer infrastructure required to support thirty (30) residential dwellings. As a result, this Offering Plan does not include a building condition report, or a description of property and specifications for any residential improvements. See pages 55-56 for greater detail.

T. The consideration for the unsold shares at closing will not be approved by a qualified expert as meeting the reasonable relationship standard of Internal Revenue Code Section 216. Instead, the Cooperative has relied on an appraisal of fair market value for the Cooperative Property to determine the value of its shares. See page 22 for greater detail.

U. Each Member shares the responsibility for the expenses of maintaining and repairing Cooperative Property, and will pay a Monthly Assessment to help pay the applicable taxes, insurance and maintenance and to go toward a reserve for capital improvements. The initial Monthly Assessment is expected to be approximately $119.92. See pages 17-20 for greater detail.

V. The Cooperative’s Bylaws provide that control of the Cooperative is already vested in its Members. The Principals of Sponsor are the initial Members of the Cooperative. A Principal shall cease being a Member of the Cooperative if it sells its shares to a third party. See page 42-44 for greater detail.

W. Construction of the Cooperative Property is not complete. Utilities and infrastructure required for a purchaser to obtain a building permit shall be completed prior to closing on a Lot. The Sponsor anticipates that all utilities and infrastructure will be complete and all Lots will be sold within ten (10) years of the date this Offering Plan is filed. See page 51 for greater detail.

X. Sponsor will own all unsold shares of the Cooperative. The Sponsor, as holder of unsold shares, will not cancel its proprietary leases. See page 35 for greater detail.

Y. Under certain circumstances, Cooperative Property may be used by Members for commercial purposes. The Cooperative will only allow such uses upon consensus of its Members, and only if such uses are consistent with natural and agricultural uses. Currently, a portion of Cooperative Property is leased to individual Members for such uses. See page 47 for greater detail.

Z. No Member who is delinquent in paying any charges to the Cooperative will be eligible to vote or to be elected to the Board of Directors of the Cooperative. A Member will be considered delinquent if the Member is more than thirty (30) days delinquent in payments due to the Cooperative. See pages 42-44 for greater detail.

AA. The Cooperative intends to lease all 17 remaining Lots. The Lots are planned in an attached circular pattern of thirty (30) total building lots, with the front of each Lot directed toward White Hawk Lane. Each Lot borders other Lots on two (2) sides except
for Lots 2, 13, 14, 29, 30 and 31, which each share only one border with another Lot. See page 9 for greater detail.

BB. Because the Cooperative owns no residential improvements, the Cooperative will not obtain common fire, liability, property or hazard insurance protection for any of the Lots or any improvements constructed upon the Lots. Instead, each Member is required to insure its residential dwelling. See page 44 for greater detail.

CC. All Members may finance their purchase and ownership of the shares in accordance with the terms set forth in Section 18 of the Proprietary Ground Lease. See pages 38-39 for greater detail.

DD. The Cooperative budget contemplates the replacement of capital improvements, such as resurfacing of White Hawk Lane. Reserves will be set aside to fund these improvements from the Monthly Assessment and will be held by the Cooperative in a segregated account. The Sponsor does not guarantee that the cost of the improvements will be fully covered by the replacement reserves or that there will not be unanticipated expenses that exceed the amount of the reserves that have been set aside. In such cases, special assessments may be made to raise the funds needed to pay for the improvements. See page 16-20 for greater detail.
DEFINITIONS

The following words and terms, when used in this Offering Plan or any amendments, shall have the following meanings:

1. The “AOD” refers to that certain Assurance of Discontinuance signed by Henry Peterson.

2. The “Bank” means M&T Bank, located at 118 North Tioga Street, Ithaca, in the State of New York.

3. The “Board of Directors” means the Board of Directors of the White Hawk Ecovillage Community, Inc., a New York business corporation.

4. The “Bylaws” are the bylaws of the Cooperative.

5. The term “Community” refers to the intentional community located on Cooperative Property. The Community is known as White Hawk Ecovillage.

6. “Cooperative Property” means all of the real property and improvements owned in fee simple by the Cooperative for use in common by all of the Members. Cooperative Property includes approximately 120.476 acres of real property, and any the improvements constructed on any part of which has not leased to a Member.

7. The “Cooperative” means White Hawk Ecovillage Community, Inc.

8. The “Escrow Account” shall be given the meaning ascribed to it on page 26.

9. The “Escrow Agent” shall mean Hancock Estabrook, LLP.

10. The “Land” refers to the approximately 120.476 acres of real property located in the Town of Danby and owned by the Cooperative.

11. A “Lot” refers to that certain portion of land leased by the Cooperative to a Member granting exclusive rights of possession and occupancy.

12. A “Member” means any one or more persons who own shares of stock in the Cooperative, and who have satisfied all requirements for membership in the Cooperative, and is entitled to vote on matters before the Cooperative in accordance with the process described in the Bylaws.

13. The “Monthly Assessment” means the monthly charge assessed against each Lot and paid by each Member to satisfy the obligations of the Cooperative.

14. The “Offering Plan” or “Plan” is this Offering Plan accepted for filing by the Attorney General and created under Part 21 of 13 NYCRR.
15. A “Principal” means one of the eighteen individuals who own the Sponsor, and are the initial Members of the Cooperative.

16. A “Proprietary Ground Lease” is the lease granted by the Cooperative to a Member giving an exclusive right of possession and occupancy of a Lot.

17. The “Sponsor” is Red Tail, LLC, a New York limited liability company owned by eighteen individual Principals who are the initial Members of the Cooperative. The Sponsor is the owner of every share of stock until such share is sold or conveyed.

18. A “Subscription Agreement” is the contract by which a purchaser purchases shares of stock in the Cooperative.

INTRODUCTION

1. General Description of Offering Plan

The purpose of this Offering Plan is to set forth all the terms of the offer by the Sponsor to prospective purchasers of shares of stock of the Cooperative. The Plan may be amended from time to time as amendments are filed with the Office of the Attorney General. All prospective purchasers and Members will receive a copy of the Plan and all filed amendments.

The purpose of the Cooperative is to create an intentional and ecologically-minded community. The Community is located on approximately 120.476 acres in the Town of Danby in Tompkins County, off of State Route 96B. Sponsor conveyed the Cooperative Property to the Cooperative by Warranty Deed dated June 11, 2018. A copy of the Deed from Sponsor to the Cooperative is also shown at Exhibit A-9. The Community is authorized to permit construction of thirty (30) residential dwellings on a total of thirty (30) Lots clustered around an approximately eight (8) acre circle. The remaining acreage is dedicated to natural and agricultural uses as described in greater detail below at page 10. A survey map depicting the site plan of the Community is shown at Exhibit A-11. The survey map is minimized to fit in this Offering and is disclosed in Part II of the Offering Plan. The original site plan, which is more legible and easier to review than the minimized copy in Part II, is available to all prospective purchasers without charge at the offices of the Sponsor.

The Sponsor of this project is Red Tail, LLC, a limited liability company organized under New York law. The Sponsor is owned by 18 individuals (or “Principals”), each of whom is at the time of this initial offering also a Member of the Cooperative. They are listed as follows:

Roger Nelson and Reinhilde Nelson
2 White Hawk Ln, Ithaca, NY 14850
JoBeth Dingman
11 White Hawk Ln, Ithaca, NY 14850

Steven E. Woinoski
5 White Hawk Ln, Ithaca, NY 14850
Mark Pruce and Sara Pruce
12 White Hawk Ln, Ithaca, NY 14850

Greg H. Nelson
6 White Hawk Ln, Ithaca, NY 14850
Mark Silver and Holly Glaser
13 White Hawk Ln, Ithaca, NY 14850

Michael Early and Aelita Early
7 White Hawk Ln, Ithaca, NY 14850
Melissa Blake and Ernest Blake
14 White Hawk Ln, Ithaca, NY 14850

Alicia Beebe
8 White Hawk Ln, Ithaca, NY 14850
Dane Percy and Susan Storey
10 White Hawk Ln, Ithaca, NY 14850

Kartik Sribarra and Allison Sribarra
9 White Hawk Ln, Ithaca, NY 14850

2. Historical Background of the Community
Henry “Beauty” Peterson took title to the Land by warranty deed dated July 7, 2003. Before or during May of 2004, Mr. Peterson met with a group of individuals who were each interested in creating an ecologically minded village, or “eco-village”, on the Land. Based upon information and belief, the intention of all parties involved at that time was to create a community for like-minded individuals to reside. No one considered the venture a profit-making enterprise.

In 2007, the Town of Danby, in which the Land sits, approved a site plan contemplating thirty (30) homes clustered in a small eight (8) acre circle with the remaining acreage dedicated to natural and agricultural uses. The Town of Danby noted in its approval that the contemplated use of the land and nature of the group involved would help preserve the rural nature of the town in contrast to what a for-profit commercial real estate developer would do.

Mr. Peterson conveyed the Land to Seven Circles, LLC by Warranty Deed on August 13, 2007. Seven Circles, LLC, then leased individual lots to individuals and families, and provided them with an easement to access the remaining land owned. Once a lease was in place, a lessee could then obtain a building loan and construct a single family residence. The tenth home was completed in 2018. Based on information and belief, at all times Mr. Peterson was a principal of Seven Circles, LLC.

In 2016, the lessees, who are the Principals of the Sponsor who is making this offering, were denied the right to develop infrastructure by a local municipality because they were not a duly recognized real estate syndicated entity. This led them to understand that the Community had been developed without regard to applicable rules and regulations governing real estate syndications. After conversations with the Office of the Attorney General and other regulators, the Principals, none of whom develop real estate professionally, took it upon themselves to purchase the Land from Seven Circles, LLC and bring the Community into compliance with applicable law by developing and filing this Offering Plan.

On December 5, 2017, Seven Circles, LLC transferred ownership of the Land to White Hawk Ecovillage, Inc., a not-for-profit corporation affiliated with Sponsor. In 2018, White Hawk Ecovillage, Inc. then conveyed the Land to the Sponsor, who in turn conveyed it to the Cooperative. The Principals collectively invested funds in order to facilitate the purchase, to create this Offering Plan, and to finance and guarantee the finance of the improvements contemplated under this Offering Plan. In order to secure this investment, the Sponsor conveyed the Land to the Cooperative in exchange for a note and mortgage. The note is in the principal amount of $449,489.00, and is held by the Sponsor. The interest charged is 2.98% annual, and is payable in equal monthly installments of $1,546.22. The loan has a term of 43 years, but it is anticipated that the loan will be paid off earlier. An amortization schedule displaying how these payments will be allocated to principal and interest is attached to the mortgage, a copy of which with the note is shown at Exhibit A-10.

No Principal has or shall receive any compensation from the Cooperative other than any interest on the Mortgage and Note or reimbursement for out-of-pocket expenses. Neither the Sponsor nor the Principals are developing the Land or Community to make a profit. The Sponsor and
Principals are filing this Offering Plan solely to preserve the value of their homes and to create the ecologically minded community they first intended to join.

Mr. Peterson executed an AOD on January 10, 2019, which AOD may be viewed upon request to the Office of the Attorney General. While in the past Mr. Peterson participated in decisions regarding the Community, Mr. Peterson has no other current contractual or governance relationship with Sponsor or the Cooperative and no longer participates in any decisions regarding the Community.

The Principals are all individuals who accepted an initial offering from Mr. Peterson without the benefit of an Offering Plan, in contravention of GBL §§ 352-e. The Principals formed the Sponsor and submitted this Offering Plan for filing to comply with all applicable rules and regulations.

3. Detailed Description of Offering Plan

Sponsor shall endeavor in good faith to sell, in a reasonably timely manner, all shares of stock in the Cooperative. Sponsor intends to sell all issued shares of stock in the Cooperative within ten (10) years of the date this Offering Plan is accepted for filing.

The Cooperative owns the Land in fee simple. When a prospective purchaser closes on a Proprietary Ground Lease for a Lot in the Community, the prospective purchaser shall become an owner of the Cooperative. The purchased ownership interest is evidenced by shares of the Cooperative. See Specimen Stock Certificate at Exhibit B-6. The shares are considered personal property. Upon receiving the shares, a purchaser becomes a Member of the Cooperative.

In addition to receiving shares in the Cooperative, each purchaser shall receive an exclusive 99-year, renewable Proprietary Ground Lease granting exclusive use and possession for a specific Lot. The Proprietary Ground Lease is automatically renewed for an additional 99-year term. Upon expiration of the 99-year renewable Proprietary Ground Lease, ownership of the Lot and any improvements or structures located thereon will automatically transfer to the Cooperative. See Specimen Proprietary Ground Lease at Exhibit A-2.

The Site Map shows that the Community has 31 Lots. Lot 1 is not intended for residential use, or for any use other than natural or agricultural use. The remaining 30 Lots are intended for residential use. Thirteen of the Lots are leased to Principals pursuant to a Proprietary Ground Lease. These Lots are numbered: 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 29. Sponsor neither reserves the right nor intends to rent unsold Lots. However, individual Principals or purchasers under this Offering Plan may elect to purchase and then rent one or more Lots to third parties.

The remaining 17 Lots are offered to prospective purchasers under this Offering Plan. The initial share purchase price for a Lot unimproved by a residential dwelling will be $400, so that each total purchase price paid for a Lot is $40,000. See Schedule A for purchase price details. This purchase price has been approved by Sponsor and is not subject to the approval of the Department of Law or any other government agency. When a Member sells its shares, provided that the purchaser has been previously approved by the Cooperative, the purchaser automatically
becomes a Member of the Cooperative. The purchase price includes the cost of becoming a Member in the Cooperative.

The remaining 106.54 acres of the Cooperative Property, which are not intended to be developed with residential homes, are used for natural and agricultural purposes, including but not limited to hiking, gardening, farming, animal husbandry and recreation.

This Offering Plan, including all schedules and Parts A, B and C of the Exhibits, constitutes the entire offer. Copies of the Plan and all schedules and Exhibits will be available for inspection with charge to prospective purchasers upon reasonable notice.

Purchasers shall receive either the right to construct a residential dwelling, or a deed from the prior owner for an already constructed residential dwelling. The Cooperative does not own any residential dwelling. The Cooperative only owns the real property underlying a Lot. Any residential dwelling that is constructed is owned by a Member, and sits upon a Lot. This is considered a real property improvement, and the Member has a real property interest in it. Any type of loan or mortgage on any Lot or any part of the Cooperative Property will encumber only the premises leased under the Proprietary Ground Leases.

Each Member will have the exclusive right to occupy and use the Lot under the Proprietary Ground Lease. Each Member will maintain exclusive control over a residential dwelling or any improvements constructed on a Lot, in accordance and subject to the limitations of the Proprietary Ground Lease and Bylaws of the Cooperative.

The construction of homes in the Community must comply with construction standards as adopted by the Cooperative from time to time. The current standards are housed in an instrument called “Green Construction Guidelines for White Hawk Homes” and is dated November 15, 2016. A copy of the guidelines is attached at Exhibit A-12. See page 40 for greater detail. The construction of homes in the Community must also comply with all applicable rules and regulations, including any municipal building code then in effect.

All aspects of the residential dwelling constructed upon a Lot are determined by the Member, so long as it complies with the then-applicable construction guidelines adopted by the Members. For example, the materials and design of the residential dwelling are chosen for and paid by the Member who owns the shares and has entered into a Proprietary Ground Lease for the Lot. Similarly, all taxes that are assessed to a residential dwelling or insurance costs for the residential dwelling are paid for by the Member who owns the shares and has entered into a Proprietary Ground Lease for that Lot.

The Cooperative must approve all prospective purchasers before they may become Members of the Community. The Cooperative shall invite prospective members to come and meet the community several times over a period of time before making a firm commitment to move forward. All corporate financial records are open to prospective purchasers, the budget is distributed to all Members annually, and monthly finance committee reports are given to the Members. The approval process is described in the Bylaws. See Bylaws at Exhibit A-4. The
Cooperative will comply with all applicable laws when considering whether to approve a prospective purchaser.

Control over the Cooperative is vested in a governing board. The governing board may include a minority of non-Member directors. Non-Member directors shall be prospective purchasers who desire to learn about the Community.

Immediately upon acceptance of this Offering Plan for filing, the Cooperative shall be Member-run. Any purchaser who closes on a purchase of shares of stock shall have the right to participate in all Cooperative decisions. All Cooperative decisions are made by consensus. The consensus process is described in greater detail at pages 42-44. Each Member shall have the right to run for election to sit on and vote for the elections of members of the governing board. See pages 35-37 for greater detail.

Because the Principals comprise the initial Members of the Cooperative, under applicable regulation the Cooperative shall be considered “sponsor-run” until a majority of Members or members of the Board of Directors are not Principals. The Cooperative shall comply with all requirements imposed on it as a sponsor-run board of directors until it no longer meets this regulatory definition.

Each Member is responsible for paying maintenance charges and assessments allocated to its shares in the Cooperative. See Schedules A and B on pages 8-12.

The Cooperative will be assessed for the real estate taxes for the Cooperative Property. As a result, the Members are co-dependent on each other for the payment of the taxes, the default of which will jeopardize each Member’s equity in its shares and Lot. When the Cooperative owns a substantial percentage of Shares, a default in obligated payments to the Cooperative jeopardizes the equity interest of the Members.

Each Member shall be independently and separately assessed for any real property taxes applicable to the Lot and the residential improvements constructed upon the Lot owned in fee simple by the Member. The assessments shall be made by the Town of Danby assessor and the Tompkins County Department of Assessment. Each Member must communicate directly to Tompkins County Department of Assessment with respect to any questions it may have regarding past or present assessments, deadlines, and amounts owing. The Tompkins County Department of Assessment is located at 128 E. Buffalo Street, Ithaca, New York and can be reached at (607) 274-5517.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible or a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group where an investor other than the original sponsor has an ownership interest
of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

It is uncertain what the consequences of purchasing shares in the Cooperative will have on a purchaser’s federal income tax liability as a result of the Tax Cuts and Jobs Act of 2017, which increased the standard deduction for each taxpayer and therefore made it less likely that the average taxpayer will itemize deductions. In addition, it is uncertain whether certain expenses of the Cooperative, such as real property taxes and insurance costs, will be deductible under Sections 216 and 164 and 164 of the Internal Revenue Code. This does not mean that certain expenses may not be deducted under Sections 216 and 164 and 164 of the Internal Revenue Code. Greater detail on the tax consequences of this Offering are outlined on pages 23 and 24 below.

The plan as presented to prospective purchasers contains all of the detailed terms of the transaction as it relates to the Cooperative. Copies of the offering plan and all Exhibits submitted to the Department of Law will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers at the office of the Cooperative.

**THE PURCHASE OF A COOPERATIVE HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A SUBSCRIPTION AGREEMENT.**
## PURCHASE PRICE OF SHARES

**SCHEDULE A**

First Year of Cooperative Operation Beginning July 1, 2019 (Fn # A)

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot No.</td>
<td>Acres</td>
<td>Share per</td>
<td>Purchase Price</td>
<td>Annual</td>
<td>Annual Property</td>
<td>Total Annual</td>
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<td>(Fn #1)</td>
<td>(Fn #2)</td>
<td>Lot (Fn</td>
<td>(Fn #4)</td>
<td>Mortgage Payment</td>
<td>Maintenance</td>
<td>Assessment</td>
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<tr>
<td></td>
<td></td>
<td>#3)</td>
<td></td>
<td>(Fn #5)</td>
<td>Costs (Fn #6)</td>
<td>(Fn #7)</td>
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<tr>
<td>Lot 1</td>
<td>0.060 Acres ±</td>
<td>*Not Residential</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Lot 2</td>
<td>0.070 Acres ±</td>
<td>100</td>
<td>Owned by Principal</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 3</td>
<td>0.070 Acres ±</td>
<td>100</td>
<td>Owned by Principal</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
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<tr>
<td>Lot 4</td>
<td>0.070 Acres ±</td>
<td>100</td>
<td>$40,000.00</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 5</td>
<td>0.070 Acres ±</td>
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<td>Owned by Principal</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 6</td>
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<td>Owned by Principal</td>
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<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 7</td>
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<td>Owned by Principal</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 8</td>
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<td>$820.50</td>
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<td>Lot 9</td>
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<td>$820.50</td>
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<tr>
<td>Lot 10</td>
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</tr>
<tr>
<td>Lot 11</td>
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<td>$820.50</td>
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</tr>
<tr>
<td>Lot 12</td>
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<td>100</td>
<td>Owned by Principal</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
<td>Column 4</td>
<td>Column 5</td>
<td>Column 6</td>
<td>Column 7</td>
</tr>
<tr>
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<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Lot No.</td>
<td>Acreage</td>
<td>Share per Lot</td>
<td>Purchase Price</td>
<td>Annual Mortgage Payment</td>
<td>Annual Property Maintenance Costs</td>
<td>Total Annual Assessment</td>
</tr>
<tr>
<td>(Fn #1)</td>
<td>(Fn #2)</td>
<td>(Fn #3)</td>
<td>(Fn #4)</td>
<td>(Fn #5)</td>
<td>(Fn #6)</td>
<td>(Fn #7)</td>
</tr>
<tr>
<td>Lot 13</td>
<td>0.070 Acres ±</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 14</td>
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<td>$820.50</td>
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<tr>
<td>Lot 15</td>
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</tr>
<tr>
<td>Lot 16</td>
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<td>100</td>
<td>$40,000.00</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 17</td>
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<td>$40,000.00</td>
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<tr>
<td>Lot 18</td>
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</tr>
<tr>
<td>Lot 19</td>
<td>0.070 Acres ±</td>
<td>100</td>
<td>$40,000.00</td>
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</tr>
<tr>
<td>Lot 20</td>
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<td>$820.50</td>
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</tr>
<tr>
<td>Lot 21</td>
<td>0.070 Acres ±</td>
<td>100</td>
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<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 22</td>
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<td>100</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 23</td>
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<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 24</td>
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</tr>
<tr>
<td>Lot 25</td>
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</tr>
<tr>
<td>Lot 26</td>
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<td>$40,000.00</td>
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</tr>
<tr>
<td>Lot 27</td>
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<td>$40,000.00</td>
<td>$618.50</td>
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</tr>
<tr>
<td>Lot 28</td>
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<td>$40,000.00</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 29</td>
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<td>Owned by Principal</td>
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<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>Lot 30</td>
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<td>100</td>
<td>$40,000.00</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
</tr>
<tr>
<td>-------</td>
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<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>Lot 31</td>
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<td>$40,000.00</td>
<td>$618.50</td>
<td>$820.50</td>
<td>$1,439.00</td>
</tr>
</tbody>
</table>

This Offering Plan does not disclose projected income tax deductions because of the uncertain effect of the ground lease structure and because of the Tax Jobs and Acts. See pages 23 and 24 for greater detail.

The offering prices described in Schedule A above may be decreased or increased by a duly filed amendment to the Offering Plan when the change in price is an across-the-board change affecting all of the Lots. The prices are not negotiable.

The Sponsor will not obtain a further opinion as to reasonable relationship prior to the closing of a sale of a Lot after an amendment affecting an offering price has been changed.

No change will be made in the total number of shares in or in the size or quality of public areas unless purchasers who executed and delivered subscription agreements to Sponsor and are not in default receive a right to rescind and a reasonable and specified period in which to exercise the right.
FOOTNOTES TO SCHEDULE A

FOOTNOTE #A: All projected charges are for the 12 month period commencing July 1, 2019 and ending on June 30, 2020.

FOOTNOTE #1: Each lot designation in Column 1 matches the Site Plan shown at Maps, at Exhibit A-11.

FOOTNOTE #2: Each lot size shown in Column 2 matches the acreage shown on the Site Plan shown at Maps, at Exhibit A-11. Because no residential dwellings are included in this Offering, this Offering Plan cannot and does not disclose the number of rooms and baths or square footage of any residential dwelling.

FOOTNOTE #3: Each Lot identified in Column 1 corresponds to one hundred shares as shown in Column 3. Each Lot is of approximately equal size. The allocation of shares to each Lot is based on the square footage of a Lot, and therefore allocations between Lots are exactly equal.

FOOTNOTE #4: The purchase price disclosed in Column 4 is paid by a purchaser to the Sponsor. This price is not negotiable. The purchase price shown in Column 4 is only one expense a purchaser may incur when purchasing shares in the Cooperative. In addition, a purchaser would likely have additional closing expenses, such as legal or accounting fees, recording costs, or taxes. If a purchaser obtains personal residential financing, his or her lender may charge additional costs, and resulting debt service will be an additional expense. IN ADDITION, A PROSPECTIVE PURCHASER MUST PAY A ONE-TIME, NON-REFUNDABLE APPLICATION FEE OF $1,000 TO THE COOPERATIVE TO SUPPORT EDUCATIONAL INITIATIVES OF THE COOPERATIVE. See page 25 for greater detail.

FOOTNOTE #5: The mortgage payment shown in Column 5 reflects the annual amount of loan payments under the loan and mortgage held by the Cooperative and disclosed at page 37. Although a purchaser will not be personally liable to pay the mortgage, the Cooperative is responsible for paying the loan off. A portion of your maintenance charges shown in Column 7 and disclosed on Schedule B below on page 17-19 include payments for this debt service.

FOOTNOTE #6: The annual assessment of projected maintenance charges for the Cooperative Property is set forth in Column 6 above, and is based on Schedule B below. The annual maintenance charges for Cooperative Property do not include those costs which a Member is individually responsible for, such as any construction, repair or maintenance cost of a residential dwelling.

FOOTNOTE #7: The total annual assessment for each Lot is shown in Column 7 above, and includes the amounts disclosed in Column 5 (debt service) and Column 6 (property maintenance changes) together.
### PROJECTED BUDGET FOR THE FIRST YEAR OF OPERATION OF COOPERATIVE

#### SCHEDULE B

Budget for First Year of Cooperative Operation Beginning July 1, 2019
Monthly Assessment of $119.92 per 100 Shares

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Charges</td>
<td>$42,170.00</td>
</tr>
<tr>
<td>Capital Reserve charges</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Less Income</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$43,170.00</strong></td>
</tr>
</tbody>
</table>

#### Projected Commercial Income
- Application Fees for Prospective Purchasers (footnote 1) $1,000.00

#### Projected Expenses
- Utilities - Electricity for common property (footnote 2) $1,500.00
- Repairs, Maintenance and Supplies (footnote 3) $1,050.00
- Landscaping (footnote 4) $0.00
- Snow Removal (footnote 5) $1,485.00
- Refuse Removal (footnote 6) $1,410.00
- Insurance (footnote 7) $4,330.00
- Management Fees (footnote 8) $0.00
- Mortgage Loan Payments (footnote 9) $18,555.00
- Legal Fees (footnote 10) $1,900.00
- Accounting Fees (footnote 11) $5,000.00
- Taxes (Town, County, School, Other) (footnote 12) $6,090.00
- Franchise and Corporate Tax (footnote 13) $50.00
- Reserve (footnote 14) $2,000.00
- Other (footnote 15) $800.00

**TOTAL** $44,170.00

Less Income - $1,000.00

**TOTAL EXPENSES** $43,170.00

If the projected commencement of the budget year in the Offering Plan differs by six months or more from the anticipated date of closing, the plan will be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by 25 percent or more, the Sponsor will offer all purchasers the right, for a period of thirty (30) days, to rescind their offer to purchase and have their deposits refunded. Sponsor's guaranty of the budget will not avoid an offer of rescission.
FOOTNOTES TO SCHEDULE B

**FOOTNOTE #1** (Income): Application fees for prospective new residents based on Subscription Agreement. A prospective purchaser must pay a one-time, non-refundable application fee of $1,000.00 to the Cooperative. See page 25 for greater detail. A template of the Subscription Agreement is shown at Exhibit A-1. It is anticipated that the Cooperative will only sell only one to two Lots a year. As a result, the Cooperative is budgeting only $1,000 of income from this source.

**FOOTNOTE #2** (Utilities): NYSEG electric services, billed monthly, and based on forward projection of 2018 annual usage. Copies of all utility invoices for the previous 12 months are included in Exhibit B-8. The Cooperative pays any amount due monthly in response to an invoice from NYSEG. Water testing for Water Treatment facility by Community Science Institute.

**FOOTNOTE #3** (Repairs, Maintenance, and Supplies): Road repair, lawn equipment repair, water system repair, tools, check printing, envelopes, postage, and other supplies.

**FOOTNOTE #4** (Landscaping): No professional landscaping services are under contract.

**FOOTNOTE #5** (Snow Removal): Plowing services by Enslow Landscaping, at a rate of $135/plow. Estimate of 11 plows based on historical data. No hand-shoveling is performed as residents are responsible for clearing their own pathways from common roadway to entrance.

**FOOTNOTE #6** (Refuse Removal): Septic pumping services by Mark Thomas Septic (NYSDEC permit 7A-472) for 6000 gallons at $200/1000 gal, plus tax. NYS DEC SPDES permit 7-5022-00051/00003.

**FOOTNOTE #7** (Insurance). General Liability and Directors and Officer’s Liability Insurance is provided by Tompkins Insurance Agencies. Collectively, insurance premiums are $4,430. The Cooperative shall not provide fire insurance because the improvements to be constructed and owned by the Cooperative are not subject to fire risks. The insurance is adequate to replace any improvements to be constructed in the event of a total loss. There are no insurance requirements imposed by a lender or a managing agent. There is no managing agent. All insurances that would insure a purchaser’s residential dwelling may be obtained by the purchaser from an insurance agent. As a requirement of this Offering Plan, each Member must obtain property, fire and hazard insurance for their residential dwelling. The insurance obtained is described in greater detail at page 44.
FOOTNOTE #8 (Management Fees): No management fees are charged.

FOOTNOTE #9 (Mortgage loan payments): Mortgage loan payments at $1546.22/month. Each payment is applied first to interest and then to principal. Please see page 37 for greater detail.

FOOTNOTE #10 (Legal Fees): General legal representation, estimated. The Cooperative will determine who its counsel will be in the future.

FOOTNOTE #11 (Accounting Fees): A certified public accountant will provide a reviewed financial statement and will file the required tax returns for the Cooperative. The Cooperative intends to hire Patrick Jordan, CPA, of Insero & Co.

FOOTNOTE #12 (Town, County, and School Taxes): The Tompkins County Department of Assessment is the assessing authority. The projected assessed fair market value of the Common Areas assessed to each Lot is based on the value reached by the Department of Assessment which assesses property in Tompkins County at one hundred percent (100%) of market value. The assessed value for 2018 is Two Hundred and Ten Thousand and Five Hundred Dollars ($210,500.00) because the Cooperative Property on its own is not marketable and there are only minimal erected improvements thereon. This assessed value is for the Common Areas only. Each individual Lot will be separately assessed and taxable to the individual Member. The Ithaca City School District tax rate is $16.9995 per $1,000.00 of assessed value. The Town and County Tax rate is at $11.935663 per $1,000.00 of assessed value. Thus, the total yearly tax on a property valued at $210,500.00 and would average $6,090.85 annually.

FOOTNOTE #13 (Corporate and Franchise Taxes): It is anticipated that the Cooperative will pay the minimum franchise tax. It is anticipated that the Cooperative will pay income taxes. It is also anticipated that the Cooperative will be liable for sales tax if it has any sales activity.

FOOTNOTE #14 (Reserves): Each Member will pay $5.56 a month towards a capital improvement reserve. Based on a preliminary reserve study, major road maintenance costing between $10,000 and $18,000 will be required within 2 to 5 years; existing reserves are approximately $7,000.

FOOTNOTE #15 (Other): Costs for community outreach, including Intentional Communities membership and advertising, brochures, and costs for our community’s annual Equinox Celebration, including music and equipment rental.

Documents supporting these figures are attached as Exhibit B-7.

The Sponsor anticipates that the first closing of a Lot will occur by July 1, 2019. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit, or (ii) the projected date of closing of title to the first unit occurs later than July 1, 2020, twelve months after the date of the projected date for the first closing. If the Offering Plan is amended for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date.
However, if the first closing occurs before July 1, 2020, the Sponsor may schedule the closings of title to other Lots significantly later than such date. Unless your Subscription Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame, or to ensure that closing of title within any specified time frame, or to ensure that closing of title to your Lot will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A LOT. In the event, however, that Sponsor cannot convey title to the Lot on or before twelve (12) months from the date of the Subscription Agreement, affected purchasers will be offered a right of rescission.
CHANGES IN PRICES AND LOTS

The offering prices set forth in Schedule A must be decreased or increased by a duly filed amendment to the plan when the change in price is an across-the-board change affecting all of the Lots or is to be advertised. However, the Sponsor may enter into an agreement with a purchaser to sell one or more units at prices different from those set forth in Schedule A without filing an amendment before entering the agreement if the Plan discloses in the footnotes to Schedule A and in this section that the prices are negotiable. The prices are not negotiable. The Sponsor will not obtain a further opinion as to reasonable relationship prior to the closing of a sale of a Lot after an amendment affecting an offering price has been changed.

No change in the size or number of Lots, share allocations, or total number of shares or the size or quality of the Common Area will occur without an amendment to the Offering Plan. Any purchasers who have executed and delivered Subscription Agreements to the Cooperative that have a Lot or share allocation that has been affected by such an amendment, and who are in compliance with the Subscription Agreement shall receive a right to rescind the Subscription Agreement within thirty (30) days of such notice. Holders of unsold shares must comply with this requirement.

Unless an affected purchaser consents, no change will be made to a Lot size, location or share allocation if a Subscription Agreement from Cooperative has already been executed and delivered to the Cooperative for a Lot, and the purchaser remains in compliance with the Subscription Agreement.

No change will be made in the total number of shares or in the size or quality of public areas unless purchasers who executed and delivered Subscription Agreements to the Sponsor and are not in default receive a right to rescind which they shall exercise within no more than sixty (60) days.
OPINION OF REASONABLE RELATIONSHIP

The consideration for the unsold shares at closing will not be approved by a qualified expert as meeting the reasonable relationship standard of Internal Revenue Code Section 216. Instead, the Cooperative has relied on an appraisal of fair market value for the Cooperative Property to determine the value of its shares. The opinion from a real estate appraiser is attached as Exhibit B-3.

Each Lot is approximately 0.07 acres and has approximately 37 feet of frontage along an unpaved access road. The Lots have access to communal septic and water systems, public electricity and telephone services, and have cooperative access to the Cooperative Property’s remaining acreage. To estimate the value of the Lot, sales of similar building lots were collected and analyzed. Upon recognizing the characteristics associated with each building lot sale, the appraiser then compared them to the Lots. The sales vary in both size and location, but do reflect the current demand for a similar type of building lots. The comparable building lots sold between $32,000 and $34,000, situated in the neighboring City and Town of Ithaca. Based upon the analysis and data reviewed by the appraiser, as of December 1, 2017, each Lot, excluding a share in the remaining undeveloped land, has a fair market value of $33,000.

After deducting the developed area from the total site area, approximately 106.54 acres remain. Based on this information, the appraiser then reviewed sales of similar acreage tracts. Upon recognizing the characteristics associated with each acreage tract sale, the appraiser then compared them to the undeveloped land. The sales vary in both size and location, but do reflect the current demand for a similar type of building lots. Before adjustments, the comparable acreage sales indicate a range based on a per acre basis between $1,596 and $1,919 per acre. This equals a total fair market value of the acreage tract of $192,000. Upon estimating the market value of the remaining acreage, the contributing value of said acreage to the Lots can be estimated. Based on the acreage tract, the contributing value to each Lot is $6,400, which is arrived at by dividing $192,000 by the 30 Lots.

Together, each Lot has a fair market value of $33,000 and $6,400, which brings the total appraised fair market value to $39,400. The Cooperative will offer the Lots for the purchase price of $40,000.
ATTORNEY’S TAX OPINION

The Cooperative will own and maintain the Land for the common enjoyment of the tenant-stockholders, and will provide proprietary ground leases to each tenant-stockholder granting a long-term renewable leasehold interest for the exclusive use and possession of a Lot. The Cooperative Property includes thirty (30) Lots, and remaining acreage which shall remain undeveloped. Membership in the Cooperative automatically occurs upon the purchase of 100 shares of stock. A holder of 100 shares of stock is entitled to receive a proprietary ground lease. One or more people purchase the shares of stock, and thus become a tenant-stockholder in the Cooperative.

The Cooperative does not, nor shall it in the future, own houses or any other residential dwelling now or to be constructed upon a Lot. Instead, each tenant-stockholder shall receive a ground lease from the Cooperative, together with the right to construct and/or occupy a residential dwelling located upon the leased premises. At all times, any residential dwelling will be owned entirely by the tenant-stockholder.

Under 26 U.S. Code Section 216, certain tenant-stockholders of a “cooperative housing corporation” may be allowed as a deduction amounts (not otherwise deductible) paid or accrued to a cooperative housing corporation within the taxable year, but only to the extent that such amounts represent the tenant-stockholder’s proportionate share of the (1) real estate taxes allowed as a deduction to the Cooperative under 26 U.S. Code Section 164, which are paid or incurred by the corporation only upon the houses and the land on which the houses are situated, or (2) the interest allowed as a deduction to the Cooperative under 26 U.S. Code Section 164, which is paid or incurred by the Cooperative on its indebtedness contracted in the acquisition of the land upon which the houses are situated.

In material part, Section 216 defines a “cooperative housing corporation”, inter alia, as a corporation [in which] “each of the stockholders [] is entitled, solely by reason of his ownership of stock in the corporation, to occupy for dwelling purposes a house…owned or leased by such corporation” (emphasis added). Here, each stockholder is entitled solely by reason of his or her ownership of stock in the Cooperative to construct and/or occupy a constructed residential dwelling upon his or her leased premises. However, the Cooperative will neither own nor lease any residential dwelling now or to be constructed upon a Lot.

Under present law, regulations, rulings and decisional law, and based on the terms of the Offering Plan, the Cooperative will likely not qualify at closing or at any other time as a cooperative housing corporation under 26 U.S. Code Section 216. This means that Members will most likely not be entitled to deduct for income tax purposes their proportionate share of the interest and real estate taxes paid by the Cooperative, subject to all other relevant provisions of the Internal Revenue Code.

This does not mean that the Internal Revenue Service will not render a contrary decision and allow deduction for these expenses. Instead, a prudent purchaser should assume that the Internal Revenue Service will determine that the Cooperative is not a “cooperative housing corporation” under the Internal Revenue Code, and therefore, the deductions under Section 164 for each
Member’s proportionate share of real estate taxes and any interest on a mortgage of Cooperative Property will not be available to the Members. A Tax Opinion is attached hereto as Exhibit A-8.

It is uncertain what the consequences of purchasing shares in the Cooperative will be on a purchaser’s federal income tax liability as a result of the Tax Cuts and Jobs Act of 2017 (the “TCJA”). The TCJA increases the standard deduction for single taxpayers to $12,000 and $24,000 for married couples filing jointly. This change makes it less likely that the average taxpayer will itemize deductions. This means that a taxpayer may no longer deduct expenses incident to homeownership, such as deductions relating to mortgage interest or real property or state income taxes, from its federal taxable income.

In addition, the TCJA capped the allowable deduction to a taxpayer for real property taxes and state income taxes. In the past, for primary residences, a taxpayer was able to deduct from its federal taxable income one hundred percent (100%) of their real estate taxes and their state income tax burden. Under the new law, the maximum deduction for both real estate tax and state and local taxes is $10,000. Although the real property taxes allocated to a Lot have historically been below $10,000, this may affect a purchaser of shares in the Cooperative.
PROCEDURE TO PURCHASE

As of the date of this Plan, the Cooperative has eleven (11) Members, each of whom is one or more Principals. No other contracts or agreements, written or oral, have been entered into for the sale or transfer of shares and neither the Sponsor nor the Cooperative have accepted any deposits or advances of funds.

There are limitations on who may purchase the shares and become a Member of the Cooperative. A prospective purchaser must pay a one-time, non-refundable application fee to the Cooperative in the amount of $1,000. This application fee is used by the Cooperative to provide educational resources for other prospective purchasers. All corporate financial records are open to prospective purchasers, the budget is distributed to all Members annually, and monthly finance committee reports are given to the Members.

The Cooperative must approve all prospective purchasers before they may become Members of the Community. The Cooperative shall invite prospective members to come and meet the community several times over a period of time before making a firm commitment to move forward. The Cooperative shall approve a purchaser through consensus-based decision making of the Members. See Bylaws at Exhibit A-4.

The Cooperative will comply with all applicable laws when considering whether to approve a prospective purchaser. The Cooperative shall apply with all applicable laws in the approval process, including but not limited to the federal Fair Housing Act and the New York Human Rights Law, which prohibits discrimination in housing decisions on the basis of a person’s race, familial status, color, national origin, religion, disability, sex, creed, age, sexual orientation, marital status, or military status.

A Specimen of Subscription Agreement between the Sponsor and a prospective purchaser is shown at Exhibit A-1 and below on page 28. In addition to the payment of the one-time, non-refundable application fee, each purchaser will be required to pay a down payment in the amount of One Thousand Dollars ($1,000). This down payment will be held in escrow. No purchaser will be required to make a lump-sum payment for a working capital or reserve fund at closing; instead, each purchaser will make payments into a reserve fund maintained by the Cooperative as part of his or her monthly common charges.

A purchaser will be afforded seven (7) days after delivering an executed Subscription Agreement together with the required deposit in order to rescind the Subscription Agreement and have the full deposit refunded promptly. If a purchaser desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the seven-day period or, if mailed, the notice of rescission must be marked within the seven-day period. Within fourteen (14) days after the purchaser delivers an executed Subscription Agreement together with the required deposit, the Sponsor shall either accept the Subscription Agreement and return a fully executed counterpart to the purchaser or reject the Subscription Agreement and refund the full deposit previously tendered. If the Sponsor fails to reject the Subscription Agreement and refund the full deposit previously tendered, the Purchaser shall be entitled under the Escrow Agreement to be...
reimbursed in full. The rights and responsibilities of the Purchaser, Sponsor, Cooperative and Escrow Agent under the Escrow Agreement is laid out in detail below.

Any conflict between this Offering Plan and the Subscription Agreement shall be resolved in favor of this Offering Plan.

The Subscription Agreement may not contain, or be modified to contain, a purchaser waiving purchaser’s rights or abrogating sponsor’s obligations under this Offering Plan or under article 23-A of the General Business Law.

1. The Escrow Agent

The law firm of Hancock Estabrook, LLP, with an address at 401 E. State Street, Suite 304, Ithaca, New York 14850, telephone number (607)391-2860, shall serve as escrow agent (the "Escrow Agent") for Sponsor, Cooperative and the purchaser. The Escrow Agent has designated the following attorneys to serve as signatories: Carrie J. Pollak, Esq, Daniel K. Mannion, Esq, John Powers, Esq., Catherine A. Diviney, Esq., Joseph Mancuso, Esq., Cora Alsante, Esq., and Timothy Murphy, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, selling agent, managing agent, or any Principal thereof, or have any beneficial interest in any of the foregoing.

2. The Escrow Account

The Escrow Agent has established the escrow account at M&T Bank, located at 118 North Tioga Street, Ithaca, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled “Hancock Estabrook Escrow for White Hawk Ecovillage Community, Inc.” (the “Escrow Account”). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All deposits received from a purchaser shall be in the form of checks, money orders, or wire transfers, and shall be made payable to or endorsed by the purchaser to the order of Hancock Estabrook, LLP as Escrow Agent.

The Escrow Account is an Interest-On-Lawyer’s-Account (IOLA). Therefore, purchasers will not be credited with interest earned on deposits. No fees of any kind may be deducted from the Escrow Account, and the Cooperative shall bear all costs associated with the maintenance of the Escrow Account.

3. The Escrow Agreement

Each purchaser will execute an Escrow Agreement at the same time as they sign a Subscription Agreement. A copy of the Model Escrow Agreement is shown as Exhibit B-11.

4. Notification to Purchaser
Within five (5) business days after the Subscription Agreement and Escrow Agreement has been tendered to the Escrow Agent along with the deposit, the Escrow Agent shall sign the Escrow Agreement and place the deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit.

Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, at 28 Liberty Street, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law’s regulations concerning deposits and requisite notice was timely mailed to the Purchaser.

5. Release of Funds

All deposits are and shall continue to be the purchaser’s money, and may not be commingled with any other money or pledged or hypothecated by the Cooperative, as per GBL § 352-h.

Under no circumstances shall the Cooperative seek or accept release of the deposit of a defaulting purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the deposit if so directed:

(a) pursuant to terms and conditions set forth in the Subscription Agreement upon closing of title to the Unit; or

(b) in a subsequent writing signed by both the Cooperative and the purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the deposit, then the Escrow Agent must give both the purchaser and White Hawk prior written notice of not fewer than thirty (30) days before releasing the deposit. If the Escrow Agent has not received notice of objection to the release of the deposit prior to the expiration of the thirty (30) day period, the deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.
Neither the Cooperative nor Sponsor shall object to the release of the deposit to:

(a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

6. Waiver Void

Any provision of any Subscription Agreement or separate agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL § 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Subscription Agreement, Plan, or any amendment thereto.

All subscription or purchaser deposits or down payments shall be held in an escrow account as described above.

The Subscription Agreement does not allow the Sponsor to retain any sum in excess of ten percent (10%) of the cash purchase price as liquidated damages. The Sponsor shall not seek specific performance of a Subscription Agreement.

Under the Subscription Agreement, the closing shall take place approximately ten (10) days after the purchaser’s legal representative has indicated that closing can occur. Any balance of the purchase price will be paid at closing. Closing will not occur without payment in full of the purchase price. There shall be no “time is of the essence” provision. Accordingly, there shall be no penalties or additional costs assessed against a prospective purchaser for failure to timely close.

Purchaser will be given written notice of the scheduled closing date, the obligation to pay the balance of the purchase price, of their right to inspect the Lot at least five (5) days in advance of closing.

If Purchaser’s legal representative fails to indicate that closing can occur within twenty (20) days of receipt of proposed closing documents, or, if applicable, within twenty (20) days of receipt of any curative instrument delivered at the request of Purchaser’s legal representative, Sponsor must make a written demand for payment at least thirty (30) days before Purchaser is declared to be in default. After Purchaser is declared in default, Purchaser shall have fifteen (15) business days to cure such default before Sponsor exercises any attendant right to Purchaser’s default granted under the Subscription Agreement.
The risk of any damage to a Lot remains with Sponsor until closing.

Purchaser shall have at least three (3) days to review the Offering Plan and all filed amendments prior to executing a Subscription Agreement.

7. Below is a complete copy of the Subscription Agreement, a copy of which is also shown as Exhibit A-1:

**SUBSCRIPTION AGREEMENT**

**SALE OF COOPERATIVE SHARES FROM SPONSOR**

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties below hereby agree as follows:

_Seller:_ RED TAIL, LLC ("Seller").

_Buyer:_ Name: __________________________________________ (“Buyer”)

Address: ________________________________________________

Seller shall sell and Buyer shall buy the property described herein on the terms stated in this Subscription Agreement ("Agreement").

The word "Buyer" shall be construed as if it read "Buyers" and the word "Seller" shall be construed as if it read "Sellers" whenever the sense of this Agreement so requires.

Seller shall accept the Subscription Agreement and return a fully executed counterpart to the Buyer, or reject the Subscription Agreement and return any deposit previously tendered by the Buyer within ten (10) business days.

1. PROPERTY

The property is described as follows: 100 Shares ("Shares") in the Seller and the associated right to enter into a Proprietary Ground Lease ("Lease") with Seller for Lot ___ ("Lot") located within the Seller’s development commonly known as "White Hawk Ecovillage" located in the Town of Danby, County of Tompkins, State of New York.

2. SALE INCLUDES

The sale includes:

a) The Shares.

b) The right to enter into the Lease with the Buyer.

The sale does not include a transfer of any structures or personal property located on the Lot.

The sale of the Shares and the right to enter into the Lease with the Buyer is subject to the following documents:
a) The Bylaws of the Seller.

b) The Offering Plan which has been delivered to the Buyer, and by signing this Agreement, Buyer acknowledges receipt of same.

3. PURCHASE PRICE

The purchase price is $40,000 ("Purchase Price") and is payable as follows:

$1,000.00 deposited with Hancock Estabrook, LLP, Attorneys for the Seller and held in accordance with the terms of the Escrow Agreement attached hereto and made a part hereof.

$39,000.00 cash and/or mortgage proceeds on delivery of the Shares and Lease; any amount in excess of $500.00 shall be delivered by Bank, Certified or Attorney Escrow Check.

4. APPLICATION FEE

This Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to provide educational resources to prospective members of the community. By signing below, Buyer acknowledges that he or she or it has already delivered the Application Fee to White Hawk Ecovillage Community, Inc.

5. DEPOSIT

The deposit hereunder shall be held in escrow by the Seller’s attorney, Hancock Estabrook, LLP, pending Closing of title, at which time it will be applied to the purchase price. In the event this Agreement is terminated by Buyer in accordance with the financing contingency set forth in Section 5 below, the inspection contingency set forth in Section 5 below, or Seller’s default under the terms of this Agreement, the escrow funds shall be returned to the Buyer. The terms of the escrow agreement are set forth in that certain Escrow Agreement signed by and between the Buyer, Seller and Hancock Estabrook dated as of _____________, 20__.

6. FINANCING

This Agreement IS / IS NOT (circle one) contingent upon the Buyer obtaining a commitment for a first mortgage loan in the amount of not less than $___________ at market rate and terms. The Buyer shall have ten (10) business days after full execution of this Agreement to apply for financing. In the event that the Buyer is unable to obtain a commitment for financing within forty-five (45) calendar days from the date of application, this Agreement, at the Seller’s option, may be deemed null and void and the deposit shall be forthwith returned to the Buyer.

7. CORPORATE SEARCHES

The Seller will provide franchise tax searches and New York State Uniform Commercial Code searches evidencing that the Seller has an unencumbered title to the Shares.

8. SURVEY

The Seller shall provide a copy of the most recent White Hawk Ecovillage development survey prepared by T.G. Miller P.C. The Seller shall not be obligated to provide an updated survey of the Lot and the
Buyer acknowledges that any survey required by Buyer or Buyer’s lender shall be paid for solely at the cost and expense of the Buyer.

9. HAZARDOUS MATERIALS

The Seller hereby warrants and represents that so far as the Seller is aware, there are currently no hazardous or toxic chemicals, materials, substances or waste (other than those used in connection with ordinary household activities) produced, manufactured, stored, or located on, about or under (including in the soil, ground or surface water) within the Lot.

10. COMPLIANCE WITH LOCAL LAWS

The Seller warrants and represents that the Lot conforms to all municipal codes and regulations.

11. LIENS

The Seller may pay and discharge any liens and encumbrances not provided for in this Agreement. The Seller may make payment out of the balance of the Purchase Price paid by the Buyer on the transfer of title.

12. SHARES AND LEASE

At the Closing, the Seller shall deliver to the Buyer:

   a) The Seller’s original certificate for the Shares duly endorsed to transfer to the Buyer or accompanied by a separate duly executed stock power to the Buyer;

   b) The Seller’s counterpart original of the Lease and a duly executed assignment thereof to the Buyer in the form required by the Seller;

   c) A written statement by an officer of the Seller or its authorized agent consenting to the transfer of the Shares and Lease to the Buyer and setting forth the amounts and payment status of the maintenance and any assessments levied against the Shares; and

   d) Executed Foreign Investment in Real Property Tax Act Affidavit.

A memorandum of lease confirming the Lease will be executed at the Closing by the parties and recorded in the Tompkins County Clerk’s office.

13. IMPROVEMENTS

The Seller acknowledges that all planned improvements to the property as disclosed in the Offering Plan ("Community Improvements") have been or will be completed by the Seller and/or the Cooperative at Seller’s or Cooperative’s sole cost and expense.

14. WARRANTIES

The Seller agrees to assign to the Buyer rights under any and all applicable manufacturers or suppliers’ warranties affecting the Community Improvements, and the fixtures or equipment used therein.

The Seller warrants to the Buyer that the Community Improvements shall be free from defects in materials and workmanship, normal wear and tear excepted. The obligation of the Seller under this
warranty shall be limited to the repair or replacement of any structural or mechanical element which may prove defective in association with normal home use and service within one (1) year from the date of Closing. This warranty shall survive the Closing of title.

15. INSPECTION

Upon reasonable notice to the Seller or their agent, the Buyer may inspect the Lot. In the event that the inspection determines that defects in the Lot exist, the Seller may declare this Agreement null and void and the deposit shall be returned. The Seller shall have ten (10) business days to exercise this contingency.

16. POSSESSION

Possession of the Lot shall be given at Closing.

17. CLOSING

The Closing will take place at the office of the attorneys for the lending institution or, if none, then at the office of Hancock Estabrook, LLP, on ___________________________ (“Closing”) or at sooner or later date as the parties may agree. It is the intention, however, of the parties to close this transaction as soon as practicable.

18. BROKER

The Buyer and the Seller affirm that neither party has a contractual agreement relationship with any realtor or broker in connection with this sale other than _____________________________, and, aside from said realtor or broker, that neither party is liable for the payment of any sales commission or fee. This representation shall survive Closing.

19. FUTURE SALE OF SHARES BY THE BUYER

The Buyer acknowledges that restrictions governing the future sale of the Shares and the future sale and transfer of the Lease by the Buyer are set forth in the Seller’s Bylaws and that the Shares will include language written on its face stating that ownership is subject to said restrictions.

20. NOTICE

Any notice or other communication from one party to the other shall be delivered in person or by first class mail addressed to the party at the address above. The address above may be changed by notice to the other party.

21. PRIOR UNDERSTANDING

All prior understandings and agreements between the Seller and the Buyer are merged in this Agreement. This Agreement completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Agreement. Buyer acknowledges that he or she has had at least three (3) days to review the entire Offering Plan accepted for filing on ___________ and all filed amendments thereto prior to the execution of this Subscription Agreement. Any conflict between the Offering Plan and this Subscription Agreement shall be resolved in favor of the Offering Plan.
22. ATTORNEY REVIEW CONTINGENCY

Both the Buyer and the Seller shall have three (3) business days after Agreement execution to consult with an attorney regarding the terms and conditions of this Agreement. In the event that either attorney requests changes and or revocation hereof, such changes or revocation shall be communicated in writing within the 3-day period.

23. APPROVAL BY BOARD OF DIRECTORS OF WHITE HAWK ECOVILLAGE COMMUNITY, INC.

This Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to provide educational resources to prospective members of the community. This Agreement shall be subject to the final approval of the Board of Directors of White Hawk Ecovillage Community, Inc.

24. RIGHT OF RESCISSION

Buyer shall be afforded seven (7) days after delivering an executed Subscription Agreement together with the required deposit and having received this Plan and all filed amendments thereto in order to rescind the Subscription Agreement and have the full deposit refunded promptly. If a purchaser desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the seven-day period or, if mailed, the notice of rescission must be marked within the seven-day period.

In addition, if Seller makes any change in the total number of shares or in the size or quality of public areas, Buyer shall receive notice within three (3) business days of such change and a period of sixty (60) days after receipt of such notice to rescind the Subscription Agreement and have the full deposit refunded promptly. If Buyer desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the 60-day period or, if mailed, the notice of rescission must be marked within the 60-day period.

No change will be made in the total number of shares or in the size or quality of public areas.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates indicated besides their names.
Sponsor is making this Offering not because it desires to, but because it is comprised of individuals who purchased real property in a Community that was developed without compliance with applicable rules and regulations. As a result, the Principals were faced with a decision to either bring the Community into compliance with applicable laws, or abandon their real property interests. The Principals elected to form Sponsor, purchase the Land, develop and file this Offering Plan, and finance the infrastructure contemplated under this Offering Plan. Based on all of these circumstances, this Plan is unique amongst offerings of cooperative interests in realty.

Sponsor conveyed the Cooperative Property to the Cooperative by deed dated June 11, 2018 and recorded on August 31, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09911. At that same time, certificates for the shares of the Cooperative were given to each Principal together with their Proprietary Ground Lease, all of which were also recorded in said Clerk’s Office. The Principals of Sponsor are the first Members of the Cooperative.

This Plan shall be deemed effective upon the date the Attorney General accepts this Offering Plan for filing. Collectively, solely in their capacity as Members, the Principals own 43.3% of the total stock of the Cooperative. The Plan will not be abandoned by Sponsor or its Principals. The Plan will be declared effective by service of written notice on all Members.
UNSOLD SHARES

The Sponsor shall hold all unsold shares until they are sold at a closing. The Sponsor shall guarantee payment of all maintenance charges and assessments due on unsold shares until purchased by a bona fide purchaser for occupancy.

The Sponsor has the financial resources to meet its obligations with respect to unsold shares. The financial resources shall come from mortgage loan payments made by the Cooperative to it and from capital contributions of its Principals. The Cooperative shall have a lien against the shares to secure the performance of Sponsor. No additional bond or security has been furnished to secure Sponsor’s obligations. The Principals of Sponsor will pool profits or losses with each other.

The consideration for the unsold shares at closing will not be approved by a qualified expert as meeting the reasonable relationship standard of Internal Revenue Code Section 216. Instead, the Cooperative has relied on an appraisal of fair market value for the Cooperative Property to determine the value of its shares. The opinion from a real estate appraiser is attached as Exhibit B-3. See page 35 for greater detail.

Under 26 U.S. Code Section 216, certain tenant-stockholders of a “cooperative housing corporation” may be allowed as a deduction amounts (not otherwise deductible) paid or accrued to a cooperative housing corporation within the taxable year, but only to the extent that such amounts represent the tenant-stockholder’s proportionate share of the (1) real estate taxes allowed as a deduction to the Cooperative under 26 U.S. Code Section 164, which are paid or incurred by the corporation only upon the houses and the land on which the houses are situated, or (2) the interest allowed as a deduction to the Cooperative under 26 U.S. Code Section 164, which is paid or incurred by the Cooperative on its indebtedness contracted in the acquisition of the land upon which the houses are situated.

In material part, Section 216 defines a “cooperative housing corporation”, inter alia, as a corporation [in which] “each of the stockholders [] is entitled, solely by reason of his ownership of stock in the corporation, to occupy for dwelling purposes a house…owned or leased by such corporation” (emphasis added). Here, each stockholder is entitled solely by reason of his or her ownership of stock in the Cooperative to construct and/or occupy a constructed residential dwelling upon his or her leased premises. However, the Cooperative will neither own nor lease any residential dwelling now or to be constructed upon a Lot.

Under present law, regulations, rulings and decisional law, and based on the terms of the Offering Plan, the Cooperative will likely not qualify at closing or at any other time as a cooperative housing corporation under 26 U.S. Code Section 216. This means that Members will most likely not be entitled to deduct for income tax purposes their proportionate share of the interest and real estate taxes paid by the Cooperative, subject to all other relevant provisions of the Internal Revenue Code.

Unsold shares may be sold to persons who purchase for their own account or persons who purchase on account of others.
FINANCIAL FEATURES

- The Cooperative maintains fee simple ownership of the Cooperative Property. When a prospective purchaser closes on a Subscription Agreement, provided that the purchaser has been previously approved by the Cooperative, the prospective purchaser become a Member of the Cooperative.

- In addition to receiving shares in the Cooperative, each purchaser receives an exclusive 99-year, renewable ground lease granting exclusive use and possession for a specific portion of land which is called a Lot. The ground lease is automatically renewed for an additional 99-year term. The land itself remains under the ownership of the Cooperative. A Member receives either the right to construct a residential dwelling and/or to occupy a constructed residential dwelling on a Lot.

- Any type of loan or mortgage on any Lot will encumber only the leased premises.

- Each Member is responsible for paying maintenance charges and assessments allocated to its shares in the Cooperative. See Schedules A and B on pages 13-20.

- The Cooperative will be assessed for the real estate taxes for the Cooperative Property. As a result, the Members are co-dependent on each other and on the Sponsor for payment of the taxes, the default of which will jeopardize each Member’s equity in its Share and Lot.

- The Cooperative is expected to be at fully constructed and occupied within ten (10) years from the date this Offering Plan is accepted for filing.

- The consideration for the unsold shares at closing will not be approved by a qualified expert as meeting the reasonable relationship standard of Internal Revenue Code Section 216. Instead, the Cooperative has relied on an appraisal of fair market value for the Cooperative Property to determine the value of its shares. The opinion from a real estate appraiser is attached as Exhibit B-3. See page 22 for greater detail.

- A single residential dwelling may be constructed on a Lot. Construction must be consistent with the then applicable construction guidelines adopted by the Cooperative. The construction of homes in the Community must also comply with all applicable rules and regulations, including any municipal building code then in effect. See page 40 for greater detail.

- Under present law, regulations, rulings and decisional law, and based on the terms of the Offering Plan, the Cooperative will likely not qualify at closing or at any other time as a cooperative housing corporation under 26 U.S. Code Section 216. This means that Members will most likely not be entitled to deduct for income tax purposes their proportionate share of the interest and real estate taxes paid by the Cooperative, subject to all other relevant provisions of the Internal Revenue Code.
 TERMS OF MORTGAGE

(1) The Cooperative has received a loan in the amount of $449,489.00, which is secured by a mortgage and note. The interest rate is 2.98% and all payments are amortized over 43 years. A copy of the mortgage and note is shown at Exhibit A-10.

(2) The Cooperative has given the Sponsor a mortgage in the principal amount of Four Hundred and Forty-Nine Thousand Dollars and No Cents ($449,489.00). On closing, the estimated principal balance shall be Four Hundred and Forty-Nine Thousand Dollars and No Cents ($449,489.00). The mortgage term is 43 years. The maturity date is August 31, 2056. There will be no balance owing on the maturity date.

(3) The applicable interest rate is a fixed rate of 2.98%.

(4) The mortgage loan shall be paid by the Cooperative in monthly payments of One Thousand Five Hundred and Forty-Six Dollars and Twenty-Two Cents ($1,546.22). The mortgage loan payments comprise almost 52% of the Monthly Assessment paid by each Member. Each payment shall be made on the first of the month.

(5) The mortgage loan may be prepaid in whole or in part. There is no prepayment notice requirement. There is no prepayment penalty.

(6) The Sponsor, as lender, has imposed no insurance requirements.

(7) The Sponsor, as lender, requires no escrow or reserve requirements.

(8) The Sponsor, as lender, imposes no late charges.

(9) There are no other mortgages on the Cooperative Property.

(10) There are no additional financing costs.

(11) The mortgage may be subordinated to future mortgages.

(12) Failure to pay the mortgage loan payment shall constitute an event of default under the mortgage and note entitling the Sponsor to accelerate payment of the mortgage indebtedness. There is a grace period of sixty (60) days. There is a due on sale clause in the mortgage. It is not a default under the mortgage to alter the Cooperative Property.

(13) Other than as described above, there are no additional restrictions on the Cooperative’s right to alter, improve, sell, occupy or mortgage the Cooperative Property.
SUMMARY OF PROPRIETARY GROUND LEASE

The Cooperative will continue to own the Land.

Upon closing, a prospective purchaser will become a Member in the Cooperative, and will receive the share certificates representing the Member’s ownership interest of the Cooperative. See Specimen Stock Certificate at Exhibit B-6. The Member will also receive a 99-year term automatically renewable Proprietary Ground Lease granting exclusive use and possession of the Lot associated with such Share. See Specimen Proprietary Ground Lease at Exhibit A-2. If the Lot has Improvements constructed thereon, a prospective purchaser will also receive a Deed of Estate in Fee Simple on Condition for any such Improvements. See Specimen Deed of Estate in Fee Simple on Condition at Exhibit A-3.

When the term of a Proprietary Ground Lease expires, the Cooperative will automatically become owner of all Improvements located on a Lot. See Specimen Proprietary Ground Lease at Exhibit A-2.

The following bullets summarize the Proprietary Ground Lease.

- The term is for a ninety-nine (99) year term, which is automatically renewed for another ninety-nine (99) years.
- The Member must be and remain at all times while the Proprietary Ground Lease is in effect the owner of the shares associated with the Lot.
- The Member must pay when due all sums that are due under the Lease or other applicable documents. Failure to do so will result in a default under the Proprietary Ground Lease.
- The Member agrees to abide by the Articles of Incorporation and Bylaws of the Cooperative, and any other rules and regulations adopted by the Cooperative.
- The Member may not permit any lien or claim of lien to be filed against a Lot, other than an interest that comports with the Proprietary Ground Lease.
- The Member must obtain fire and hazard insurance on any improvements located on a Lot.
- The Cooperative may pay past due taxes, assessments or expenses for repairs required as a result from the acts or omissions of Member on behalf of a Member and seek reimbursement accordingly.
- The Member must keep a Lot in a clean and sanitary condition, free of all fire and other hazards, and maintain all Improvements in a clean and sanitary condition and free of all fire and other hazards at all times.
- The Member must respect and not interfere with the rights of other Members.
- The Member is responsible for the conduct and actions of any person he or she invites to the Community.
• A single residential dwelling may be constructed on a Lot. Construction must be consist with the then applicable construction guidelines adopted by the Cooperative and any applicable municipal building code then in effect.

• Upon expiration of the term of the Proprietary Ground Lease, ownership of the Improvements transfers to the Cooperative.

• A Proprietary Ground Lease shall terminate when a Member sells, transfer or conveys its shares to purchaser, abandons a Lot, or fails to satisfy the obligations imposed under the Proprietary Ground Lease in accordance with the terms and conditions stated therein.

• Upon a taking or condemnation of the shares or Lot, some or all of the award may go to the Cooperative.

• The Cooperative may arbitrate any dispute arising under the Ground Lease.

• All financing must comply with the Proprietary Ground Lease.

• Members are not free to assign, sell, convey or transfer the shares without the Cooperative’s consent.

• Upon sale of a Member’s shares, the Member may owe a fee to the Cooperative. The terms of such fee are set out in the Proprietary Ground Lease.

• The Sponsor shall hold all unsold shares. The Sponsor shall not transfer to any third party the unsold shares.
CONSTRUCTION GUIDELINES

As explained elsewhere in this Offering Plan, a Member has the right to construct a residential dwelling upon a Lot and/or to occupy a constructed residential dwelling located upon a Lot. The construction of homes in the Community must comply with construction standards, as adopted by the Cooperative from time to time. The current standards are housed in an instrument called “Green Construction Guidelines for White Hawk Homes” and is dated November 15, 2016. A copy of the guidelines is attached at Exhibit A-12.

The construction guidelines include the following restrictions, some of which are based on applicable zoning law and others from consensus from Cooperative Members:

- Floor space must meet the minimums set by zoning, which are a function of family size and room types. The area may not exceed 2000 sq. ft. Basement space is not considered in the overall square footage for this policy.
- Buildings must be a minimum of 3 feet from interior lot lines or to an imaginary line between buildings on the same lot (guaranteeing 6 feet between houses) and a minimum of 2 feet to the same for overhangs. An increased distance of at least 10 feet between buildings is preferred by the Fire Department and will improve fire safety.
- Height cannot exceed 35 feet above grade at highest point.
- Must be a permanent building
- Houses tested for air leakage
- Vent stack for radon mitigation
- Insulation levels of R-10 for slab, R-19 for foundation walls, R-25 for exterior walls
- Good attic insulation, such as blown cellulose loose fill (typ. R-49) where possible; attic hatch insulated to R-20
- Low U-value windows (0.35 or less)
- Egress requirements for windows/doors
- An energy-efficiency heating source
- Energy Star appliances
- Intake vents as needed for proper air infiltration
- No central air in most homes
- Low-flow showerheads, faucets, toilets
- Affordability – *White Hawk reserves the right to reject a design on the grounds that (a) the member building it cannot qualify for financing to pay for it, or (b) the potential resale price of the dwelling would be so high that the community might be unable to find a buyer at a future time.*
- R304.1 Minimum Area: At least one habitable room >= 120 sq. ft
- R304.2 Other Rooms: Other habitable rooms, except kitchens >= 70 sq ft
- R304.3 Height Effect: Area under sloped ceilings below 5’ not counted as habitable
- R305.1 Minimum Height: Habitable rooms 7’6” min; hallways, corridors, toilet rooms, laundry rooms 7’ min; bathrooms 6’8” over fixtures
- R306.1 Toilet Facilities: Every unit (ex. owner-occupied one-family, subject to approval of code enforcement) must have water closet/lavatory and bathtub/shower.
- R306.2 Kitchen: Every unit (ex. owner-occupied one-family, subject to approval of code enforcement) must have kitchen area with sink.
- R306.3 Sewage Disposal: All plumbing fixtures connected to sanitary sewer or approved private sewage disposal system.

- R404.4.1 Area for sleeping purposes: Every bedroom >= 70 sq ft for one person, or >= 50 sq ft/person for more than one person
- R404.4.4 Prohibited occupancy: Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

- R404.5 Overcrowding
  1-2 occupants: no living room or dining room requirement; kitchen >= 50 sq ft
  3-5 occupants: living room >= 120 sq ft, dining room >= 80 sq ft, kitchen >= 50 sq ft
  6+ occupants: living room >=150 sq ft, dining room >= 100 sq ft, kitchen >= 60 sq ft
- R404.5.2 Combined spaces: living room/dining room may be combined if they meet total area requirement
- R404.6 Efficiency unit: 1-2 occupants >= 220 sq ft; 3 occupants >= 320 sq ft; separate bathroom

With the exception of duplexes as allowed under applicable law, no Lots will share party walls for any structures, and no Member shall place any structures within three (3) feet, or any awnings or porches within two (2) feet, of any Lot boundary line. If a duplex is constructed, its party wall must be centered upon the Lot boundary line. The respective owners of such duplex or duplexes shall negotiate any necessary party wall agreement.

The construction of homes in the Community must also comply with all applicable rules and regulations, including any municipal building code then in effect.
COOPERATIVE COOPERATION

1. Description of Corporation

The Cooperative was formed as “White Hawk Ecovillage Community, Inc.”, a business corporation duly organized under Section 402 of the Business Corporation Law (the “Cooperative”) on June 11, 2018 by filing its Certificate of Incorporation with the Secretary of State of the State of New York. The issuance of 3,000 shares was authorized at that time. 1,300 shares have been sold to the Principals. See Certificate of Incorporation at Exhibit B-5. An additional 1,700 shares are contemplated under this Offering Plan.

2. Board Governance

Under this Offering Plan, Sponsor shall not maintain any control over the Cooperative. Because each Principal is a Member, the Cooperative shall immediately be controlled by the Members. Sponsor is making this Offering not because it desires to but because it is comprised of individuals who collectively purchased real property rights in a community that was developed without compliance with applicable rules and regulations. As a result, the Principals were faced with a decision to either bring the Community into compliance with applicable laws, or abandon their real property interests. The Principals elected to form Sponsor, purchase the Land, develop and file this Offering Plan, and finance the infrastructure contemplated under this Offering Plan. Based on all of these circumstances, this Plan is unique amongst offerings of cooperative interests in realty.

The Principals of Sponsor are the first Members of the Cooperative. Collectively, solely in their capacity as Members, the Principals own 43.3% of the total stock of the Cooperative. Sponsor conveyed the Cooperative Property to the Cooperative by deed dated June 11, 2018 and recorded on August 31, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09911. At that same time, certificates for the shares of the Cooperative were given to each Principal together with their Proprietary Ground Lease, all of which were also recorded in said Clerk’s Office.

In light of the unique nature of this Community, the Principals of Sponsor, in their capacity as Members, shall not participate in any decision by the Community in electing whether to sue Sponsor with respect to this Offering Plan. Any provisions to the contrary are not lawful.

The Cooperative has Bylaws that explain how the Board of Directors is elected, how long they serve, and what they do for the Cooperative. The term of the Directors named in the Certificate of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose. At the first annual meeting of the members the term of office of President shall be fixed for three (3) years, the terms of office of Secretary and Treasurer shall be fixed for two (2) years, the term of office of one Vice President shall be two (2) years and the term of office of a second Vice President shall be one (1) year. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors
have been elected and hold their first meeting. There must be at least three (3) directors. See Bylaws at Exhibit A-4.

The following are the present directors.

**President**  
Aelita Early  
7 White Hawk Lane  
Ithaca, New York 14850

**Secretary**  
Mark Pruce  
12 White Hawk Lane  
Ithaca, New York 14850

**Vice-President**  
Steve Woinoski  
5 White Hawk Lane  
Ithaca, New York 14850

**Treasurer**  
Greg Nelson  
6 White Hawk Lane  
Ithaca, New York 14850

**Vice-President**  
Dane Percy  
2 White Hawk Lane  
Ithaca, New York 14850

They will serve until the next election of directors, in accordance with the Bylaws. Directors and officers are not paid for their services.

The Board of Directors shall:

- Set the annual budget of the Cooperative and the assessments on the Lots,
- Decide how to maintain the Common Areas,
- Make sure that assessments are paid and enforce the rights of the Cooperative,
- Borrow money, if the Members unanimously approve the loan.

The Board of Directors is elected by the Members. Any Member in good standing may sit on the Board of Directors. No other eligibility requirements apply.

The directors shall have no personal liability for acts of the Cooperative, unless they engage in willful or intentional bad acts.

3. Member Decision-Making

Each Member has one (1) vote, regardless of how many Lots it owns. A Member is a tenant-stockholder of the Cooperative. When more than one person comprises a Member, they must decide among themselves how to cast the one vote. No votes will be cast for unsold Lots. Only votes for sold Lots will be considered.

All decision making authority in the Cooperative rests with the Members unless specific decision making authority has been delegated to an officer, committee, or other subset of the membership in these by-laws or by decision of the membership. No Member who is delinquent in paying any charges to the Cooperative will be eligible to vote or to be elected to the Board of Directors of
the Cooperative. A Member will be considered delinquent if the Member is more than thirty (30) days delinquent in payments due to the Cooperative.

Decisions are reached by consensus, unless otherwise specified in the Bylaws. A decision may be reached by a supermajority vote of 75% of the Members present in the meeting where the vote occurs, under the following circumstances:

(a) When the Board of Directors have declared a matter as ‘Urgent Business’ and consensus cannot be reached in a reasonable amount of time, as determined by the officers;
(b) When a member or group of members brings the same issue or question up to the membership at two successive meetings (General, Special or Annual) held on different days with no decision reached by consensus, supermajority can be used to reach decision at a third successive meeting;
(c) If the authority to make decision by Supermajority vote has been explicitly granted by the membership.

This means that all Members have equal power to participate and be considered in all consensus-based decision-making, and if necessary, voting.

The Cooperative may be dissolved upon a unanimous vote of the Members.

The Cooperative’s Certificate of Incorporation and Bylaws may be amended upon a unanimous vote of the Members. Copies of these documents are shown Exhibits A-4 and B-5.

4. Cooperative Responsibilities

The Cooperative shall have sole responsibility for repair, replacement and maintenance of Cooperative Property. General Liability and Directors and Officer’s Liability Insurance is provided by Tompkins Insurance Agencies. Collectively, insurance premiums are $4,430 a year. The Cooperative shall not provide fire insurance because the improvements to be constructed and owned by the Cooperative are not subject to fire risks. The insurance is adequate to replace any improvements to be constructed in the event of a total loss. There are no insurance requirements imposed by a lender or a managing agent.

The Cooperative shall have no responsibility to repair, replace or maintain property owned individually by a Member, such as their residential dwelling. All insurances that would insure a purchaser’s residential dwelling may be obtained by the purchaser from an insurance agent. As a requirement of this Offering Plan, each Member must obtain property, fire and hazard insurance for their residential dwelling. Each Member is responsible for insuring his or her privately owned property, including the residential dwelling constructed upon a Lot. The Cooperative has no control over, nor any ability to determine or protect the value of property owned solely by Cooperative Members.
The Cooperative shall provide annual reports to the Members. Notice of meetings shall be provided at least ten (10) days in advance. Books and records are available to all Members for inspection upon reasonable notice.
RESERVE FUND AND WORKING CAPITAL FUND

The Cooperative will develop a reserve fund for future capital expenses such as maintaining the private road. If capital expenditures are needed which cannot be met from this fund, the Cooperative may levy a special assessment against all Lots. Any unexpected expenses will also be funded through special assessments. The Cooperative may accumulate reserves for capital replacements and improvements. There is no restriction upon this right.

The Cooperative is budgeted to set aside certain reserves for capital replacements improvements. These reserves will be funded by Monthly Assessments paid by the Members. The initial Cooperative budget includes a $166.66 reserve fund monthly payment per Member. Expenses for all other anticipated repairs and maintenance and other common property are included in the annual budget. See Schedule B at page 17 for greater detail.

As long as the Sponsor is in control of the Board of Directors, the reserve fund may not be used for anything other than a capital improvement and may not be used to reduce projected maintenance charges or the Cooperative’s obligation to pay assessments on unsold shares.

Neither the Department of Law nor any other government agency has approved the adequacy of the reserve fund.

The Cooperative will have available means and options to finance needed capital expenditures such as renewal or replacement of Cooperative Property components or systems. The general repair and maintenance fund should be enough to cover any repairs to the Cooperative Property within the ten (10) years following the date upon which the first closing has occurred. It is not anticipated that any major repairs will be needed within the first ten (10) years of the Cooperative.

The Cooperative will not have a working capital fund. Any unanticipated expenses will be paid by a special assessment as determined by the Cooperative.
CONTRACT OF SALE BETWEEN SPONSOR AND COOPERATIVE

Sponsor transferred the Cooperative Property to the Cooperative by warranty deed dated June 11, 2018. A copy of the Deed is attached at Exhibit A-9. The purchase price for the Cooperative Property was $449,489.00.

The purchase price was paid in the form of a promissory note secured by a mortgage. The interest rate is 2.98% and all payments are amortized over 43 years. A copy of the mortgage and note is shown at Exhibit A-10. The maturity date is August 31, 2056. There will be no balance owing on the maturity date.

The mortgage loan shall be paid by the Cooperative in monthly payments of One Thousand Five Hundred and Forty-Six Dollars and Twenty-Two Cents ($1,546.22). The mortgage loan payments comprise almost 52% of the Monthly Assessment paid by each Member. Each payment shall be made on the first of the month. The mortgage loan may be prepaid in whole or in part. There is no prepayment notice requirement. There is no prepayment penalty.

The Sponsor had an approximate tax basis of $239,800, plus the costs of all capital improvements it made to the Cooperative Property prior to conveyance. The Cooperative will have a basis of $449,489 in the Cooperative Property.

Sponsor shall procure title insurance through Stewart Title Insurance Company. The coverage shall be for $449,489.00. Sponsor shall pay the title insurance premium. A copy of a proforma title company report is attached as Exhibit B-2.

Sponsor paid all costs of closing.

Any conflict between the Offering Plan and the purchase agreement shall be resolved in favor of the Offering Plan.
MANAGEMENT AGREEMENTS, CONTRACTS AND LEASES

Sponsor is making this Offering not because it desires to but because it is comprised of individuals who collectively purchased real property rights in a community that was developed without compliance with applicable rules and regulations. As a result, the Principals were faced with a decision to either bring the Community into compliance with applicable laws, or abandon their real property interests. The Principals elected to form Sponsor, purchase the Land, develop and file this Offering Plan, and finance the infrastructure contemplated under this Offering Plan. Based on all of these circumstances, this Plan is unique amongst offerings of cooperative interests in realty.

The Principals of Sponsor are the first Members of the Cooperative. Sponsor conveyed the Cooperative Property to the Cooperative by deed dated June 11, 2018 and recorded on August 31, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09911. At that same time, certificates for the shares of the Cooperative were given to each Principal together with their Proprietary Ground Lease, all of which were also recorded in said Clerk’s Office. A copy of the Deed is shown at Exhibit A-9, and copies of the leases given to each Principal is shown at Exhibit B-7.

The Cooperative will retain responsibility of managing its own business and affairs. All duties of the Cooperative shall be shared amongst all of its Members, which include any purchasers and the Principals. The major duties and services to be performed by the Cooperative include bookkeeping, collecting association assessment charges, preparing (in conjunction with the accountant) all required tax filings and overseeing any necessary maintenance work.

The Cooperative and its officers will not charge a fee for their services, and will act without compensation. The Cooperative shall reimburse any officers for expenses incurred or to indemnify the Cooperative against liability for acts properly performed by it pursuant to its agreement.

Cooperative Property may be used by Members for commercial purposes. The Cooperative will only allow such uses upon consensus of its Members, and only if such uses are consistent with natural and agricultural uses. Currently, a portion of Cooperative Property is leased to individual Members for such uses. The Cooperative has given a lease to Principals Michael Early and Aelita K. Early for approximately 2 acres to use exclusively for permaculture and agricultural purposes. The Cooperative has given a lease to Principal Dane Percy for approximately 1 acre to use as a food store. The lessee under that lease intends to operate a bread shop. The leases are shown at Exhibit B-8.
IDENTITY OF PARTIES

There are no known prior felony convictions of the Sponsor or the Principals of the Sponsor. There are no known prior convictions, injunctions and judgments against the Sponsor or the Principals of the Sponsor that is material to the offering plan or an offering of securities generally.

Sponsor has been in control of the Cooperative Property since 2017.

Sponsor has not offered any other cooperative, condominium or planned unit developments within the past five (5) years.

The Principals are each individuals who are Members of the Cooperative. They are listed as follows:

Roger Nelson and Reinhilde Nelson  JoBeth Dingman
2 White Hawk Ln, Ithaca, NY 14850  11 White Hawk Ln, Ithaca, NY 14850

Steven E. Woinoski  Mark Pruce and Sara Pruce
5 White Hawk Ln, Ithaca, NY 14850  12 White Hawk Ln, Ithaca, NY 14850

Greg H. Nelson  Mark Silver and Holly Glaser
6 White Hawk Ln, Ithaca, NY 14850  13 White Hawk Ln, Ithaca, NY 14850

Michael Early and Aelita Early  Melissa Blake and Earnest Blake
7 White Hawk Ln, Ithaca, NY 14850  14 White Hawk Ln, Ithaca, NY 14850

Alicia Beebe  Dane Percy and Susan Storey
8 White Hawk Ln, Ithaca, NY 14850  10 White Hawk Ln, Ithaca, NY 14850

Kartik Sribarra and Allison Sribarra
9 White Hawk Ln, Ithaca, NY 14850

2. Attorneys:

Hancock Estabrook, LLP, Gateway Center, 401 E. State Street, Suite 304, Ithaca, New York 14850 is the Sponsor’s attorney for purposes of the preparation of this Plan and will represent the Cooperative at closings and as escrow agent. Carrie J. Pollak and Daniel K. Mannion prepared this Offering Plan.

Mariette Geldenuys, Esq., Gateway Center, 401 E. State Street, Suite 306, Ithaca, New York, 14850 is the Cooperative’s attorney for ongoing and general representation.
3. **Managing Agent:**

As set forth above, the Cooperative will manage its own business and affairs. There are no known prior felony convictions of the managing agent or any principals of the managing agent. There are no known prior convictions, injunctions and judgments against the managing agent or any principal of the managing agent that is material to the offering plan or an offering of securities generally. The Cooperative does not manage other properties.

Sponsor is making this Offering not because it desires to, but because it is comprised of individuals who collectively purchased real property rights in a community that was developed without compliance with applicable rules and regulations. As a result, the Principals were faced with a decision to either bring the Community into compliance with applicable laws, or abandon their real property interests. The Principals elected to form Sponsor, purchase the Land, develop and file this Offering Plan, and finance the infrastructure contemplated under this Offering Plan. Based on all of these circumstances, this Plan is unique amongst offerings of cooperative interests in realty.

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All duties of the Cooperative shall be shared amongst all of the purchasers and the Principals.

4. **Selling Agent:**

The Cooperative will manage the sales of its remaining shares. There are no known prior felony convictions of the selling agent or any principals of the selling agent. There are no known prior convictions, injunctions and judgments against the selling agent or any principal of the selling agent that is material to the offering plan or an offering of securities generally.

Sponsor is making this Offering not because it desires to, but because it is comprised of individuals who collectively purchased real property rights in a community that was developed without compliance with applicable rules and regulations. As a result, the Principals were faced with a decision to either bring the Community into compliance with applicable laws, or abandon their real property interests. The Principals elected to form Sponsor, purchase the Land, develop and file this Offering Plan, and finance the infrastructure contemplated under this Offering Plan. Based on all of these circumstances, this Plan is unique amongst offerings of cooperative interests in realty.

The Principals of Sponsor are the first Members of the Cooperative. Sponsor conveyed the Cooperative Property to the Cooperative by deed dated June 11, 2018 and recorded on August 31, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09911. At that same
time, certificates for the shares of the Cooperative were given to each Principal together with their Proprietary Ground Lease, all of which were also recorded in said Clerk’s Office.

All duties of the Cooperative shall be shared amongst all of the purchasers and the Principals.

5. **Architect:**

There is no architect.

6. **Engineer:**


Mr. Andersson has over 48 years of cumulative experience in evaluating and designing water and waste water facilities.

7. **General Contractor:**

There is no general contractor.
OBLIGATIONS OF SPONSOR

Sponsor shall endeavor in good faith to sell in a reasonably timely manner all unsold shares. The Cooperative shall remain responsible for complying with this Offering Plan and the laws of New York State, including the General Business Law, after each Lot has been sold.

There is no construction financing in place. Sponsor does not intend to obtain construction financing. Sponsor shall complete construction in accordance with the specifications shown at Exhibit C-1, provided that Sponsor may make reasonable modifications when necessary. Sponsor may not substitute equipment or materials of lesser quality or design, or change Lot sizes if such changes adversely affect public areas or the value of any shares to which title has closed or a purchase agreement has been executed.

Sponsor shall not be responsible for obtaining certificates of occupancy or compliance for any Lot because Sponsor does not own any residential improvements located on a Lot. Sponsor shall not warrant the materials or workmanship of the Cooperative Property. The Cooperative Property includes equipment or appliances appropriate to sewer and water infrastructure. All warranties associated with such equipment or appliances shall be assigned to the Cooperative.

Sponsor agrees to pay for the authorized and proper work involved in the construction, establishment and sale of all Cooperative Property that it is obligated to construct under this Plan. Sponsor shall cause all mechanics’ liens on Cooperative Property to be promptly discharged. Sponsor shall defend the Cooperative and its members in any suit or proceeding arising from acts or omissions. Sponsor shall indemnify and hold the Cooperative harmless for any costs resulting from Sponsor’s gross negligence, fraud or willful misconduct.

Sponsor shall complete construction of the infrastructure providing services to a specific Lot prior to the sale of said Lot. Closings for Lots may occur prior to the completion of facilities provided the incomplete facilities are not vital to the health and safety of the Members. White Hawk Lane is the only road in this Plan.

In the event of dissolution or liquidation of the Sponsor prior to the sale of all Lots, the Principals of Sponsor shall assume the status and all of the obligations of Sponsor for all Lots sold under this Offering Plan.

As long as the Community has Lots that have not yet been sold under this Plan which are offered for sale, Sponsor shall amend this Plan whenever the budget changes or when one year has passed since the last budget was updated. The prior year’s reviewed financial statements for the Cooperative shall be included even if Sponsor has assumed responsibility for all of the Cooperative operating expenses. After the first closing has occurred, the Sponsor shall pay all Monthly and Special Assessments on all unsold Lots until each Lot has been sold.

The financial statements shall comply with subdivision (h) of Part 22 of 13 NYCRR and be submitted within three months of the end of the latest fiscal year of the operation of the Cooperative.
REPORTS TO SHAREHOLDERS

It will be the obligation of the Board of Directors of the Cooperative to give all Cooperative Members annually:

(1) A financial statement of the Cooperative prepared by a certified public accountant or public accountant by three (3) months after the close of each fiscal year.

(2) Prior notice of the annual Members meeting; and

(3) A certified copy of the proposed annual budget of the Cooperative by thirty (30) days prior to the date set for adoption thereof by the Board of Directors.
DOCUMENTS ON FILE

The Cooperative will keep copies of this Plan, all documents referred to in this Plan and all Exhibits submitted to the New York State Department of Law in connection with the creation of the Cooperative, on file and available for inspection without charge and copying at a reasonable charge at a specified location determined by the Secretary for six (6) years from the date upon which the first shares shall have been sold. The Cooperative will retain a copy of all documents filed with the appropriate recording office at such time that the first shares are sold.
GENERAL

The Cooperative hereby certifies the following:

(1) There are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the property, and the Cooperative’s capacity to perform all of its obligations under the plan, the Cooperative or the operation of the Cooperative.

(2) The property was not the subject of any prior cooperative, condominium or Cooperative offerings. No preliminary binding agreements have been entered into or money has been collected from prospective purchasers with respect to this Offering.

(3) The Cooperative represents that the Cooperative and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

(4) Purchasers have a right to rescind Subscription Agreements following material adverse Amendments.

(5) There are no circumstances which may affect use or enjoyment of the property and appurtenances, such as reciprocal covenants or easements, impending adjacent high-rise construction, any usage restriction by statute, ordinance or zoning resolution such as specified occupancy percentage by certified artists, or historic district or landmark designation, unless disclosed elsewhere in the plan.
SPONSOR’S STATEMENT OF BUILDING AND PROPERTY CONDITION

The Community is located on approximately 120.476 acres in the Town of Danby in Tompkins County, off of State Route 96B. The Community is authorized to permit construction of thirty (30) residential dwellings on a total of thirty (30) Lots clustered around an approximately eight (8) acre circle. The remaining acreage is dedicated to natural and agricultural uses. Each Lot is approximately 0.07 acres and has approximately 37 feet of frontage along an unpaved access road. The Lots have access to communal septic and water systems, public electricity and telephone services, and have cooperative access to the Cooperative Property’s remaining acreage. The Community Property is improved by an unpaved private road called White Hawk Lane, and water and waste water infrastructure currently providing services to the ten (10) already constructed residential dwellings located upon Lots leased to the Principals.

Additional improvements to be constructed on the Cooperative Property includes only water and waste water infrastructure. The specifications of these facilities are shown as Exhibit C-1. The water and waste water infrastructure intended to provide necessary utilities to the Lots offered in this Offering Plan have not yet been constructed. Permit for construction of the water facility has been received, Town of Danby permit #1459 issued to Creative Constructions of Ithaca. The Sponsor shall construct the water and waste water infrastructure only after first obtaining all required approvals and permits. Any changes to the specifications shown shall be certified to and disclosed in an amendment to this Offering Plan.

Approximately seven (7) acres of the total acreage are for proposed residential use. The remaining 100+ acres are not intended for residential development. The soil on half of the Cooperative Property, including all of this proposed residential area, is identified as Erie Channery silt loam, hydrologic soil group/ D, non-hydric. This soil has good stability, moderately high bearing capacity, and is good fill material. A fragipan (dense soil layer) at 10-21 inches may create a seasonal water table there, but that water is controlled by proper grading, ditching and foundation drainage.

Other non-hydric silt loam or silt loam soils (Darien gravelly silt loam, Howard gravelly loam, and Langford channery silt loan) cover over thirty percent (30%) of the Cooperative Property, with properties similar to the Erie Channery silt loam.

The remaining acreage, approximately twenty percent (20%) of the total, of the Cooperative Property has soils identified as Eel silt loam, Wayland soils, and Alluvial land, all hydric, and may be subject to season or occasional flooding, and so are generally not suitable for development. These soils are associated with the water courses running through the Cooperative Property. All these soils are at least 200 feet (and up to 1,500 feet) away from the proposed residential and are significantly lower in elevation.

The Tompkins County Health Department observed seven soil profile holes across the Cooperative Property in 2006. These were located generally around the proposed residential area. All were 4-6.5 feet deep and reported as silty loam to clayey loam the full depth. Saturated soil was found in only one hole at four feet deep; no water was found in any other hold. Bedrock was not encountered. These observations confirm the soil type described above.
No land subsidence is evident on the Cooperative Property.

Based on the information presented above, the soils located in and around the residential area are suitable for the proposed construction and have no serious restrictions for development.

The soils on eighty percent (80%) of the Cooperative Property are identified as having no flooding potential. No water bodies, dams or levees are located above the proposed residential area. Drainage patterns are established to safety convey storm water runoff around the proposed residential area and are routed through storm water control features to protect the streams to which they discharge. The twenty percent (20%) of the Cooperative Property with soils that may flood is located adjacent to water courses running through the Cooperative Property. All these soils are at least 200 feet (and up to 1,500 feet) away from the proposed residential area, and significantly lower in elevation and do not pose a flooding threat to the developed area. The soil on the entire property is stabilized and there is no history of mudslides.

The Cooperative Property is not identified as in a flood zone on the Flood Rate Zone Map prepared for Danby, New York. It is shown as not in a flood zone on the Tompkins County GIS site. However, a seasonally flooded wetland is identified by Tompkins County GIS along both sides of Buttermilk Creek that crosses the Cooperative Property. This wetland is 1,500 feet from and 60 feet lower than the proposed residential area and therefore poses no risk of flooding to the residential improvements intended to be constructed thereon.

There are no known hazardous materials or environmental restrictions on the Cooperative Property. Searches of the New York State Department of Environmental Conservation databases for Spill Incidents and Environmental Remediation turned up no results on the Cooperative Property or adjacent properties. The nearest spill incident was a 2016 spill of 75 gallons of residential heating oil downslope and more than 4000 feet away.

Please see the Property Report shown at Exhibit C-2 for additional information.
PART II
SUBSCRIPTION AGREEMENT

SALE OF COOPERATIVE SHARES FROM SPONSOR

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties below hereby agree as follows:

Seller: RED TAIL, LLC ("Seller").

Buyer: Name: _____________________________________________________ ("Buyer")

Address: _______________________________________________________

Seller shall sell and Buyer shall buy the property described herein on the terms stated in this Subscription Agreement ("Agreement").

The word "Buyer" shall be construed as if it read "Buyers" and the word "Seller" shall be construed as if it read "Sellers" whenever the sense of this Agreement so requires.

Seller shall accept the Subscription Agreement and return a fully executed counterpart to the Buyer, or reject the Subscription Agreement and return any deposit previously tendered by the Buyer within ten (10) business days.

1. PROPERTY

The property is described as follows: 100 Shares ("Shares") in the Seller and the associated right to enter into a Proprietary Ground Lease ("Lease") with Seller for Lot ___ ("Lot") located within the Seller’s development commonly known as "White Hawk Ecovillage" located in the Town of Danby, County of Tompkins, State of New York.

2. SALE INCLUDES

The sale includes:

a) The Shares.

b) The right to enter into the Lease with the Buyer.

The sale does not include a transfer of any structures or personal property located on the Lot.

The sale of the Shares and the right to enter into the Lease with the Buyer is subject to the following documents:

a) The Bylaws of the Seller.

b) The Offering Plan which has been delivered to the Buyer, and by signing this Agreement, Buyer acknowledges receipt of same.
3. PURCHASE PRICE

The purchase price is $40,000 ("Purchase Price") and is payable as follows:

$1,000.00 deposited with Hancock Estabrook, LLP, Attorneys for the Seller and held in accordance with the terms of the Escrow Agreement attached hereto and made a part hereof.

$39,000.00 cash and/or mortgage proceeds on delivery of the Shares and Lease; any amount in excess of $500.00 shall be delivered by Bank, Certified or Attorney Escrow Check.

4. APPLICATION FEE

This Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to provide educational resources to prospective members of the community. By signing below, Buyer acknowledges that he or she or it has already delivered the Application Fee to White Hawk Ecovillage Community, Inc.

5. DEPOSIT

The deposit hereunder shall be held in escrow by the Seller’s attorney, Hancock Estabrook, LLP, pending Closing of title, at which time it will be applied to the purchase price. In the event this Agreement is terminated by Buyer in accordance with the financing contingency set forth in Section 5 below, the inspection contingency set forth in Section 5 below, or Seller’s default under the terms of this Agreement, the escrow funds shall be returned to the Buyer. The terms of the escrow agreement are set forth in that certain Escrow Agreement signed by and between the Buyer, Seller and Hancock Estabrook dated as of ______________, 20__.

6. FINANCING

This Agreement IS / IS NOT (circle one) contingent upon the Buyer obtaining a commitment for a first mortgage loan in the amount of not less than $___________ at market rate and terms. The Buyer shall have ten (10) business days after full execution of this Agreement to apply for financing. In the event that the Buyer is unable to obtain a commitment for financing within forty-five (45) calendar days from the date of application, this Agreement, at the Seller’s option, may be deemed null and void and the deposit shall be forthwith returned to the Buyer.

7. CORPORATE SEARCHES

The Seller will provide franchise tax searches and New York State Uniform Commercial Code searches evidencing that the Seller has an unencumbered title to the Shares.

8. SURVEY

The Seller shall provide a copy of the most recent White Hawk Ecovillage development survey prepared by T.G. Miller P.C. The Seller shall not be obligated to provide an updated survey of the Lot and the Buyer acknowledges that any survey required by Buyer or Buyer’s lender shall be paid for solely at the cost and expense of the Buyer.
9. HAZARDOUS MATERIALS

The Seller hereby warrants and represents that so far as the Seller is aware, there are currently no hazardous or toxic chemicals, materials, substances or waste (other than those used in connection with ordinary household activities) produced, manufactured, stored, or located on, about or under (including in the soil, ground or surface water) within the Lot.

10. COMPLIANCE WITH LOCAL LAWS

The Seller warrants and represents that the Lot conforms to all municipal codes and regulations.

11. LIENS

The Seller may pay and discharge any liens and encumbrances not provided for in this Agreement. The Seller may make payment out of the balance of the Purchase Price paid by the Buyer on the transfer of title.

12. SHARES AND LEASE

At the Closing, the Seller shall deliver to the Buyer:

   a) The Seller’s original certificate for the Shares duly endorsed to transfer to the Buyer or accompanied by a separate duly executed stock power to the Buyer;

   b) The Seller’s counterpart original of the Lease and a duly executed assignment thereof to the Buyer in the form required by the Seller;

   c) A written statement by an officer of the Seller or its authorized agent consenting to the transfer of the Shares and Lease to the Buyer and setting forth the amounts and payment status of the maintenance and any assessments levied against the Shares; and

   d) Executed Foreign Investment in Real Property Tax Act Affidavit.

A memorandum of lease confirming the Lease will be executed at the Closing by the parties and recorded in the Tompkins County Clerk’s office.

13. IMPROVEMENTS

The Seller acknowledges that all planned improvements to the property as disclosed in the Offering Plan (“Community Improvements”) have been or will be completed by the Seller and/or the Cooperative at Seller’s or Cooperative’s sole cost and expense.

14. WARRANTIES

The Seller agrees to assign to the Buyer rights under any and all applicable manufacturers or suppliers’ warranties affecting the Community Improvements, and the fixtures or equipment used therein.

The Seller warrants to the Buyer that the Community Improvements shall be free from defects in materials and workmanship, normal wear and tear excepted. The obligation of the Seller under this warranty shall be limited to the repair or replacement of any structural or mechanical element which may prove defective in (H3197777.6)
association with normal home use and service within one (1) year from the date of Closing. This warranty shall survive the Closing of title.

15. INSPECTION

Upon reasonable notice to the Seller or their agent, the Buyer may inspect the Lot. In the event that the inspection determines that defects in the Lot exist, the Seller may declare this Agreement null and void and the deposit shall be returned. The Seller shall have ten (10) business days to exercise this contingency.

16. POSSESSION

Possession of the Lot shall be given at Closing.

17. CLOSING

The Closing will take place at the office of the attorneys for the lending institution or, if none, then at the office of Hancock Estabrook, LLP, on ___________________________ (“Closing”) or at sooner or later date as the parties may agree. It is the intention, however, of the parties to close this transaction as soon as practicable.

18. BROKER

The Buyer and the Seller affirm that neither party has a contractual agreement relationship with any realtor or broker in connection with this sale other than _____________________________, and, aside from said realtor or broker, that neither party is liable for the payment of any sales commission or fee. This representation shall survive Closing.

19. FUTURE SALE OF SHARES BY THE BUYER

The Buyer acknowledges that restrictions governing the future sale of the Shares and the future sale and transfer of the Lease by the Buyer are set forth in the Seller’s Bylaws and that the Shares will include language written on its face stating that ownership is subject to said restrictions.

20. NOTICE

Any notice or other communication from one party to the other shall be delivered in person or by first class mail addressed to the party at the address above. The address above may be changed by notice to the other party.

21. PRIOR UNDERSTANDING

All prior understandings and agreements between the Seller and the Buyer are merged in this Agreement. This Agreement completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Agreement. Buyer acknowledges that he or she has had at least three (3) days to review the entire Offering Plan accepted for filing on __________ and all filed amendments thereto prior to the execution of this Subscription

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Agreement. Any conflict between the Offering Plan and this Subscription Agreement shall be resolved in favor of the Offering Plan.

22. ATTORNEY REVIEW CONTINGENCY

Both the Buyer and the Seller shall have three (3) business days after Agreement execution to consult with an attorney regarding the terms and conditions of this Agreement. In the event that either attorney requests changes and or revocation hereof, such changes or revocation shall be communicated in writing within the 3-day period.

23. APPROVAL BY BOARD OF DIRECTORS OF WHITE HAWK ECOVILLAGE COMMUNITY, INC.

This Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to provide educational resources to prospective members of the community. This Agreement shall be subject to the final approval of the Board of Directors of White Hawk Ecovillage Community, Inc.

24. RIGHT OF RESCISSION

Buyer shall be afforded seven (7) days after delivering an executed Subscription Agreement together with the required deposit and having received this Plan and all filed amendments thereto in order to rescind the Subscription Agreement and have the full deposit refunded promptly. If a purchaser desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the seven-day period or, if mailed, the notice of rescission must be marked within the seven-day period.

In addition, if Seller makes any change in the total number of shares or in the size or quality of public areas, Buyer shall receive notice within three (3) business days of such change and a period of sixty (60) days after receipt of such notice to rescind the Subscription Agreement and have the full deposit refunded promptly. If Buyer desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the 60-day period or, if mailed, the notice of rescission must be marked within the 60-day period.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates indicated besides their names.

RED TAIL, LLC

By: _________________________________________________ Date
   Name and Title

By: _________________________________________________ Date
   Name and Title

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Buyer: 

Date: 

(H3197777.6)
SUBSCRIPTION AGREEMENT

SALE OF COOPERATIVE SHARES AND REAL PROPERTY IMPROVEMENTS

(MEMBER TO NEW MEMBER)

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the parties below hereby agree as follows:

Seller: Name: ________________________________ ("Seller")
Address: ___________________________________

Buyer: Name: ________________________________ ("Buyer")
Address: ___________________________________

Seller shall sell and Buyer shall buy the property described herein on the terms stated in this Subscription Agreement ("Agreement").

The word "Buyer" shall be construed as if it read "Buyers" and the word "Seller" shall be construed as if it read "Sellers" whenever the sense of this Agreement so requires.

1. PROPERTY

The property is described as follows:

1. 100 Shares ("Shares") in the Seller and the associated right to enter into a Proprietary Ground Lease ("Lease") with White Hawk Ecovillage Community, Inc. (“White Hawk”) for Unit ___ ("Unit") located within the Seller’s development commonly known as “White Hawk Ecovillage” located in the Town of Danby, County of Ithaca, State of New York.

2. The improvements ("Improvements") located within the Unit, but excluding any of Seller’s personal property.

2. SALE INCLUDES

The sale includes:

a) The Shares.

b) The Improvements.

c) The right to enter into the Lease with the Buyer.

The sale of the Shares, Improvements and the right to enter into the Lease with White Hawk is subject to the following documents:

a) The Bylaws of the Cooperative.
b) The Offering Plan which has been delivered to the Buyer, and by signing this Agreement, Buyer acknowledges receipt of same.

3. PURCHASE PRICE

The purchase price is $40,000 ("Purchase Price") and is payable as follows:

- $1,000.00 deposited with Hancock Estabrook, LLP, Attorneys for the Seller and held in accordance with the terms of the Escrow Agreement attached hereto and made a part hereof.
- $39,000.00 cash and/or mortgage proceeds on delivery of the Shares and Lease; any amount in excess of $500.00 shall be delivered by Bank, Certified or Attorney Escrow Check.

4. APPLICATION FEE

This Agreement requires that Buyer deliver to White Hawk Ecovillage Community, Inc. a non-refundable application fee of $1,000. This application fee is used to provide educational resources to prospective members of the community. By signing below, Buyer acknowledges that he or she or it has already delivered the Application Fee to White Hawk Ecovillage Community, Inc.

5. DEPOSIT

The deposit hereunder shall be held in escrow by the Seller’s attorney pending Closing of title, at which time it will be applied to the purchase price. In event this Agreement is terminated by Buyer in accordance with the financing contingency set forth in section 5 below, the inspection contingency set forth in section 20 below, or Seller’s default under the terms of this Agreement, the escrow funds shall be returned to the Buyer. The terms of the escrow agreement are set forth in that certain Escrow Agreement signed by and between the Buyer, Seller and Hancock Estabrook dated as of ______________, 20__.

6. FINANCING

This Agreement IS / IS NOT (circle one) contingent upon the Buyer obtaining a commitment for a first mortgage loan in the amount of not less than $___________ at market rate and terms. The Buyer shall have ten (10) business days after full execution of this Agreement to apply for financing. In the event that the Buyer is unable to obtain a commitment for financing within forty-five (45) calendar days from the date of application, this Agreement, at the Seller’s option, may be deemed null and void and the deposit shall be forthwith returned to the Buyer.

7. CORPORATE SEARCHES

The Seller will provide franchise tax searches and New York State Uniform Commercial Code searches evidencing that the Seller has an unencumbered title to the Shares and the Improvements.

8. SURVEY

The Seller shall provide an up-to-date survey of the Unit with the Improvements shown thereon.

9. HAZARDOUS MATERIALS
The Seller hereby warrants and represents that so far as the Seller is aware, there are currently no hazardous or toxic chemicals, materials, substances or waste (other than those used in connection with ordinary household activities) produced, manufactured, stored, or located on, about or under (including in the soil, ground or surface water) within the Unit.

10. COMPLIANCE WITH LOCAL LAWS
The Seller warrants and represents that the Unit conforms to all municipal codes and regulations.

11. LIENS
The Seller may pay and discharge any liens and encumbrances not provided for in this Agreement. The Seller may make payment out of the balance of the Purchase Price paid by the Buyer on the transfer of title.

12. SHARES, LEASE AND DEED
At Closing, the Seller shall deliver to the Buyer:

1. The Seller’s original certificate for the Shares duly endorsed to transfer to the Buyer or accompanied by a separate duly executed stock power to the Buyer;

2. The Seller’s counterpart original of the Lease and a duly executed assignment thereof to the Buyer in the form required by the Seller;

3. A Deed conveying all of Seller’s right, title and interest to the Improvements to Buyer (with accompanying form TP-584 and RP-5217);

4. A written statement by an officer of White Hawk or its authorized agent consenting to the transfer of the Shares and Lease to the Buyer and setting forth the amounts and payment status of the maintenance and any assessments levied against the Shares; and

5. Executed Foreign Investment in Real Property Tax Act Affidavit.

A memorandum of lease confirming the Lease will be executed at the Closing by the parties and recorded in the Tompkins County Clerk’s office.

At Closing, the Seller shall pay any deed transfer taxes and the cost to file the TP-584. The Buyer shall pay to record the deed, file the RP-5217 and to pay to file any mortgage and any corresponding mortgage recording tax.

13. IMPROVEMENTS
The Buyer acknowledges that the Improvements are all sold in their “AS IS” condition. All planned improvements to the Unit will be completed by the Buyer at Buyer’s sole cost and expense.

14. INSPECTION
Upon reasonable notice to the Seller or their agent, the Buyer may inspect the Unit and/or conduct radon testing. In the event that the inspection or radon testing determines that defects in the Unit exist, the Buyer may declare this Agreement null and void and the deposit shall be returned. The Buyer shall have ten (10) business days to exercise this contingency.

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15. ADJUSTMENTS

The following apportionments and adjustments will be made on or before Closing:

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing: (i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed and (ii) fuel.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Unit, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Unit and/or Improvements are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this Agreement all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

16. POSSESSION

Possession of the Unit shall be given on Closing.

17. CLOSING

The Closing will take place at the office of the attorneys for the lending institution or, if none, then at the seller’s attorney’s office, on ___________________________ (”Closing”) or at sooner or later date as the parties may agree. It is the intention, however, of the parties to close this transaction as soon as practicable.

18. BROKER

The Buyer and the Seller affirm that neither party has a contractual agreement relationship with any realtor or broker in connection with this sale other than _____________________________, and, aside from said realtor or broker, that neither party is liable for the payment of any sales commission or fee. This representation shall survive Closing.

19. FUTURE SALE OF SHARES BY THE BUYER

The Buyer acknowledges that restrictions governing the future sale of the Shares and the future sale and transfer of the Lease by the Buyer are set forth in the Bylaws of White Hawk Ecovillage Community, Inc. and that the Shares will include language written on its face stating that ownership is subject to said restrictions.

20. NOTICE

(H3197777.6)
Any notice or other communication from one party to the other shall be delivered in person or by first class mail addressed to the party at the address above. The address above may be changed by notice to the other party.

21. PRIOR UNDERSTANDING
All prior understandings and agreements between the Seller and the Buyer are merged in this Agreement. This Agreement completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Agreement.

22. ATTORNEY REVIEW
Both the Buyer and the Seller shall have three (3) business days after Agreement execution to consult with an attorney regarding the terms and conditions of this Agreement. In the event that either attorney requests changes, such changes shall be communicated in writing within the three-day period.

23. APPROVAL BY BOARD OF DIRECTORS OF White Hawk Ecovillage Community, Inc.
This Agreement shall be subject to the final approval of the Board of Directors of White Hawk Ecovillage Community, Inc.

24. RIGHT OF RESCISSION
Buyer shall be afforded seven (7) days after delivering an executed Subscription Agreement together with the required deposit and having received this Plan and all filed amendments thereto in order to rescind the Subscription Agreement and have the full deposit refunded promptly. If a purchaser desires to so rescind, a written notice of rescission must be delivered to the Cooperative within the seven-day period or, if mailed, the notice of rescission must be marked within the seven-day period.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates indicated besides their names.

Seller: 

Date: 

Buyer: 

Date: 

Approval of White Hawk Ecovillage Community, Inc.: 

(H3197777.6)
PROPRIETARY GROUND LEASE

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

White Hawk Lane
Town of Danby
Tompkins County, New York

Lot Number _______________
This PROPRIETARY GROUND LEASE ("Lease") is entered into this _________ day of _______________, 20___ by and between WHITE HAWK ECOVILLAGE COMMUNITY, INC., a business corporation duly organized under the laws of the State of New York with a mailing address of 6 White Hawk Lane, Ithaca, New York 14850 ("Cooperative") and ___________________ [and] ________________ ("Member"), a Member in the Cooperative (each, a “Party” and collectively, the “Parties”).

In consideration of the mutual promises and covenants exchanged and contained in this Lease the Cooperative and the Member agree as follows:

SECTION 1

Term of Lease

This Lease shall commence on day __ of ____________, 20___ and continue for 99 years until the day of ____________, 21____, unless sooner terminated pursuant to the provisions of this Lease. The Lease may be extended for an additional ninety-nine (99) years at the option of either the Member or the Cooperative at any time prior to the expiration of the original ninety-nine (99) year term described in this Section.

SECTION 2

Leased Premises

Under the terms, covenants and conditions of this Lease, the Cooperative grants to the Member the following:

Section 2.1. Lot. The exclusive use and occupancy of Lot #____ (the "Lot") in White Hawk located on White Hawk Lane in the Town of Danby, State of New York and legally described in Exhibit “A” attached hereto and incorporated herein by this reference.

Section 2.2. Common Area. The non-exclusive use of the Common Area.

SECTION 3

Definitions

The following definitions apply throughout this Lease unless, from the context, a different meaning is clearly indicated:

Section 3.1. The definitions contained in the Bylaws are hereby incorporated by this reference and those definitions shall apply to this Lease as though fully set forth herein; provided that no definition in the Bylaws which is inconsistent with a definition in this Lease is incorporated, and such inconsistent definition in the Bylaws shall not apply herein.

Section 3.2. "Bylaws" – The Bylaws of the Cooperative as adopted, amended and/or replaced from time to time by the Cooperative.

Section 3.3 "Certificate of Incorporation" – The Certificate of Incorporation filed with the Secretary of State of the State of New York on June 11, 2018, as amended and/or restated from time to time.

Section 3.4. "Common Area" – All of the real property and improvements owned in fee by the Cooperative for use in common by all of the Members. The Common Area includes all of the land owned by the Cooperative, the use of which is not restricted by a Residential Ground Lease, or some other private use that has been granted in accordance with the Corporate Operating Documents.

Section 3.5. “Cooperative Property” – That certain real property located in the Town of Danby, County of Tompkins and State of New York given to the Cooperative from Red Tail, LLC by deed dated June 11, 2018 and recorded in the Tompkins County Clerk’s Office together herewith. The Cooperative Property includes fee simple ownership of all land comprising the
Common Area, all improvements constructed on the Common Area if any, all land underlying the lots including the Lot, and all land subject to private use rights granted in accordance with the Corporate Operating Documents.

**Section 3.6**  "Corporate Operating Documents" – The Certificate of Incorporation, the Bylaws and any rules and regulations as issued from time to time by the Cooperative.

**Section 3.7.**  "Lot" – Has the meaning set forth in Section 2.1 hereof.

**Section 3.8.**  "Monthly Assessment" – The sum, established in accordance with the Corporate Operating Documents, that the Member must pay each month for the regular operations, preservation and maintenance of the Cooperative and the Cooperative Property.

**Section 3.9.**  "Premises" – The Lot and the attendant right to use the Common Area for residential and related purposes.

**Section 3.10.**  "Rent" – All monies the Member owes the Cooperative under to the terms of this Lease, the Corporate Operating Documents or any other agreement between the Cooperative and the Member. Rent shall include but not be limited to any Monthly Assessment, Special Assessment or Special Charge the Member owes the Cooperative.

**Section 3.11.**  "Residential Improvements" – All buildings, structures, fixtures, and other improvements existing, constructed or placed on any part of the Lot.

**Section 3.12.**  "Shares" – The units of stock of the Cooperative assigned or transferred to and owned by the Member herein.

**Section 3.13.**  "Special Assessment" – Any sum, other than a Monthly Assessment assessed against the Member, pursuant to the Bylaws, for the necessary operation, preservation and maintenance of the Cooperative, and/or the Cooperative Property or for other legitimate corporate purposes.

**Section 3.14.**  "Special Charge" – All of the following:

- Section 3.14.1. Any late fee, fine or similar penalty assessed against Member pursuant to the Bylaws or this Lease.
- Section 3.14.2. Any fee charged to the Member, pursuant to this Lease or the Bylaws, other than Monthly Assessments and Special Assessments.
- Section 3.14.3. Any cost incurred by the Cooperative for which the Member is liable pursuant to this Lease and/or the Bylaws.

**Section 3.15.**  "White Hawk Ecovillage" – The residential community commonly known as White Hawk Ecovillage and located on the Cooperative Property.

**SECTION 4**

**Lease Tied to Shares**

The Cooperative has entered into this Lease with the Member on the specific condition that the Member is and will at all times while this Lease is in effect remain the owner of the Shares associated with the Lot.

**SECTION 5**

**Rent and Monthly Assessments**

The Bylaws contain the mechanism by which the Cooperative establishes the Monthly Assessment on the Lot. The Member agrees to pay, as rent on the first day of each month, all Monthly Assessments and Special Assessments on the Lot and all Special Charges in the manner, and as otherwise established, in the Bylaws and this Lease. The failure of the Cooperative to annually establish a Monthly Assessment does not relieve the Member of the obligation to pay Monthly Assessments, and the last Monthly Assessment established by the
Cooperative shall remain in effect until a new Monthly Assessment is established by the Cooperative. The current Monthly Assessment on the Lot is $______ per month.

SECTION 6
Certificate of Incorporation and Bylaws of the Cooperative

The parties agree that the Corporate Operating Documents may contain provisions which govern, in part, the landlord/tenant relationship between the Cooperative and the Member established by this Lease. The Member agrees to abide by the Corporate Operating Documents in all respects. The parties agree that if any conflict exists between the provisions of this Lease on the one hand and the provisions of the Corporate Operating Documents on the other hand, then the provisions of the Corporate Operating Documents shall govern and the provisions of this Lease that do not conflict with, or can be harmonized with, the Corporate Operating Documents shall remain in full force and effect.

SECTION 7
Use of the Premises

Section 7.1. **Use of Lot.** The Lot shall be used solely for residential uses, and ancillary uses related thereto. Home occupations are permitted; provided, however, that such home occupations are permitted by and conducted in accordance with all applicable zoning rules and regulations. No volatile, hazardous, or toxic substance may be stored or placed in or on the Lot.

Section 7.2. **Use of Common Area.** The Member agrees to use the Common Area for the purposes for which they are provided, in common with the other members of the Cooperative and residents of the Cooperative, and for no other purpose. The Member may not use any part of the Common Area for any private purpose, unless granted such rights by the Cooperative in accordance with the Corporate Operating Documents.

Section 7.3. **No Increase in Insurance Costs.** The Member may not engage in any activity nor place anything in the Premises, nor suffer or permit any of the foregoing to occur, that will increase the rate or cost of insurance on the Common Area or its contents or the contents of any Lot other than the Lot referenced herein. If the Member violates the provisions of this Section, in addition to all other rights of the Cooperative, the Member shall be liable to the Cooperative and/or to the other members of the Cooperative for all costs incurred by the Cooperative and/or the other members, including, but not limited to, additional insurance premiums which result from the violation of this Section 7. Any liability of the Member to the Cooperative under this Section shall be a Special Charge against the Member.

Section 7.4. **Compliance with Applicable Laws.** With respect to the Member's use and occupancy of the Premises, the Member agrees to comply, in all respects, with all applicable laws.

Section 7.5. **No Liens.** The Member may not permit or suffer any lien or claim of lien to arise or to be filed against the Cooperative Property or any part thereof. If a lien or claim of lien arises and/or is filed against the Cooperative Property or any part thereof (a) for work, materials and/or activities on, for and/or related to the Lot; (b) arising out of or related to the actions or commitments, or claims of the same, by the Member; and/or (c) for which the Member is responsible or claimed to be responsible, then, in any of those instances, it is the responsibility of the Member to have the lien or claim of lien removed and fully discharged immediately. If the lien or claim of lien is not removed and fully discharged within ten (10) days after the Member is notified of the existence of the lien or claim of lien, then the Cooperative may cause the lien or claim of lien to be removed and fully discharged without investigating the validity of the lien or claim of lien. If the Member, within ten (10) days after receiving notice of the lien or claim of lien, notifies the Cooperative that it contests the lien or claim of lien and provides the Cooperative with a bond or other adequate security, in a form and amount determined by the Cooperative to be adequate to protect the Cooperative's interests and property, the Cooperative may forebear exercising its rights under this Section; provided however, that the Cooperative reserves the right to discharge and fully remove any lien or claim of lien which the Cooperative determines, in its sole discretion, materially interferes with its business, its ownership and/or use of the Cooperative Property and/or the rights of other members of the Cooperative. The Cooperative may assess a Special Charge against the Member for all costs incurred by the
Cooperative pursuant to this Section, including, but not limited to, any sum paid to fully investigate, discharge and/or remove the lien and all incidental costs.

SECTION 8
Insurance

Section 8.1. Carried by the Cooperative. The Cooperative shall carry such insurance and in such amounts on and insuring the Cooperative Property and the Cooperative as it deems appropriate, consistent with its legal and contractual obligations. The Cooperative will not carry insurance on the contents of the Lot, the Residential Improvements located on the Lot nor on any other property of Member nor for the actions of Member.

Section 8.2. Carried by the Member. The Member must obtain fire and hazard insurance on the Residential Improvements. The Member may obtain such other insurance as the Member determines to be appropriate, provided that the Member may not carry any insurance that would decrease the amount which the Cooperative would be entitled to receive under any insurance policy maintained by the Cooperative and/or that would adversely affect any insurance coverage maintained by the Cooperative.

SECTION 9
Taxes

The Cooperative shall pay real estate and similar taxes and assessments levied by any governmental entity upon the Cooperative Property, provided no individual private use has been granted. The Member shall pay all other taxes related to the Member's acquisition, ownership, use and/or sale of the Shares and/or this Lease and any real estate tax specifically levied against the Lot and/or the Residential Improvements constructed thereon.

SECTION 10
Responsibilities of the Cooperative

Section 10.1. General. In addition, and without in any way limiting or affecting, the responsibilities of the Cooperative under this Lease and the Corporate Operating Documents, the Cooperative covenants and agrees as follows:

Section 10.1.1. The Cooperative shall maintain all aspects of the Common Area that is available for use by the Members in good condition and repair consistent with the age and quality of those improvements and the funds available to the Cooperative to maintain the same.

Section 10.1.2. The Cooperative shall pay all charges for water and sewer service provided to the Lots, and electricity for the Common Area, if any such services apply to the Common Areas.

Section 10.2. Exceptions. Notwithstanding any of the obligations of the Cooperative under Section 10.1 or elsewhere in this Lease, the Member is responsible for all costs incurred by the Cooperative in maintaining, repairing and/or replacing any part of the Cooperative Property for which the Cooperative is responsible if the need for the maintenance, repair and/or replacement resulted from the acts or omissions of the Member and/or any person for whom the Member is responsible under this Lease. In addition, the Cooperative shall not be responsible for any of the following:

Section 10.2.1. Maintaining, replacing, repairing or constructing any part of any Residential Improvements.

Section 10.2.2. Repairing of any damage to the Lot.

Section 10.2.3. Providing electricity, heat or air conditioning to any Residential Improvements on the Lot.

SECTION 11
Responsibilities of the Member
In addition, and without in any way limiting or affecting, the responsibilities of the Member under this Lease and the Corporate Operating Documents, the Member covenants and agrees as follows:

Section 11.1. The Member shall fully comply with all provisions of this Lease and the Corporate Operating Documents.

Section 11.2. The Member shall pay to the Cooperative all sums that are due, or will become due, under this Lease and/or the Corporate Operating Documents.

Section 11.3. The Member shall keep the Lot in a clean and sanitary condition and free of all fire and other hazards at all times.

Section 11.4. The Member shall keep the Lot in as good condition and repair as existed at the commencement of this Lease and shall keep in good condition and repair all structures, plumbing, heating and electrical fixtures and appurtenances in the Lot.

Section 11.5. The Member shall refrain from doing anything and/or allowing any situation to develop that could result in the deterioration of the any structures located within the Lot.

Section 11.6. The Member shall respect and not interfere with the rights, including the right to quiet enjoyment, of other members of the Cooperative; shall not annoy the other members of the Cooperative with unreasonable noise; and shall not commit or permit any nuisance on the Cooperative Property nor waste of the Cooperative Property. The Member takes responsibility for the use of the Lot by members of his/her household members, guests, invitees, or licensees.

Section 11.7. The Member shall refrain from damaging the Cooperative Property, and refrain from using such areas in any way that is inconsistent with their intended purpose or the rights of other members of the Cooperative.

Section 11.8. The Member shall promptly inform the Cooperative of any situation, condition or defect which, under Section 11 of this Lease, is the responsibility of the Cooperative, to correct or which is causing or may cause damage or deterioration to the Cooperative Property or expense to the Cooperative.

Section 11.9. The Member shall pay for any costs and damage incurred by the Cooperative and/or other member of the Cooperative caused by: (a) any acts of the Member and/or other person for whom the Member is responsible; (b) the Member's and/or any such person's failure or refusal to comply with the provisions of this Lease, and/or (c) the failure of Member and/or any such person to report any condition or situation requiring repair which is the responsibility of the Cooperative, if the Member or said person, as the case may be, knew, or using reasonable diligence should have known, of the need for the repair. All amounts for which the Member is liable to the Cooperative under this Section shall be a Special Charge against the Member.

Section 11.10. The Member agrees to secure written consent from the Cooperative for any uses of the Lot or Residential Improvements that are not consistent with the terms of this Lease, or about which there may be reasonable doubt as to their consistency with the terms of this Lease. Should the Member engage in a use of the Lot or Residential Improvements that the Cooperative judges requires written consent, the Cooperative shall notify the Member in writing of the necessity of securing consent. On notice, the Member shall forthwith cease and desist from such use until such consent has been secured, and shall return the Lot and Residential Improvements to its previous condition at the Member’s sole cost and expense if consent is not thereafter granted by the Cooperative. Any such request for consent to a particular use of or waiver of any restriction of the Lease shall be either granted or refused by the Cooperative within thirty (30) days after receipt thereof, and if not granted within thirty (30) days shall be deemed denied.

SECTION 12
Member Responsible for Others

The Member shall be responsible for the conduct, actions and failures to act of its household members, guests, invitees, licensees and all other persons occupying or using the Premises or the Cooperative Property by, through or under the Member or this Lease. The Member is responsible for the failure or refusal to comply with this Lease by such persons. The Member is liable for all costs incurred by the Cooperative because of the actions or inactions of any of the foregoing and/or because of the failure or refusal of any of the foregoing to comply with the provisions of this Lease, and all such costs shall be a Special Charge against the Member.

SECTION 13
Alterations and Additions

Section 13.1. Ownership. It is agreed that all Residential Improvements shall be the property of the Member. However, the Member’s exercise of the rights of ownership is subject to the provisions of this Lease.

Section 13.2. Construction and Alteration. Any construction in connection with an existing or new Improvement is subject to the following conditions:

(i) All costs shall be borne and paid for by the Member or a party designated by the Member;

(ii) All construction shall be performed in a worker-like manner and shall comply with all applicable laws and regulations;

(iii) All construction shall be consistent with the permitted uses set forth in Section 7;

(iv) All residences shall be consistent with the green building, sustainable and Energy Star technologies as related to the most recently adopted Construction Specifications for White Hawk Homes, a copy of which Member has been provided with and acknowledges he or she is bound by same, and in particular with regard to the maximum dimensions of any residence; and

(v) Construction of any residence or other building for which a building permit is required shall not commence without the prior written consent of the Cooperative and will undergo review by the Cooperative, or a committee appointed thereby.

Section 13.3. Common Area. Without consent from the Cooperative, the Member may not make any alterations, changes or additions to the Common Area.

Section 13.4. Condition of Lot. The Member shall undertake to maintain the integrity of the landscape of the Lot, shall cultivate and utilize the Lot consistent with this responsibility and shall cooperate with the Cooperative to develop, implement, and amend from time to time as needed a land management plan for White Hawk. That management plan shall set forth the natural characteristics of the land, pertinent ecological principles, and sound management practices to be followed. The Member shall use the Lot pursuant to that plan and in an ecologically sound manner, maintaining the purity of water and air resources, the productivity of the soil, and the integrity of the landscape, and disposing of any wastes in a safe and sanitary manner.

Section 13.5. Disposition of Residential Improvements upon Expiration of Lease Term. Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, the Member shall surrender the Residential Improvements together with the Lot to the Cooperative. Ownership of the Lot and Residential Improvements shall thereupon revert to the Cooperative subject, however, to the rights of any sub-lessees pursuant to the terms of any valid sublease. The Member shall thereupon assign all subleases to the Cooperative. The Member hereby irrevocably appoints the Cooperative or its designee as the Member’s attorney-in-fact to execute any and all assignments or other similar documents required to fulfill the terms of this Section 13.5.
SECTION 14
Occupancy, Sale, Assignment and Subletting

The Corporate Operating Documents contain provisions regarding occupancy of the Lot, sale of Shares and the Member’s correspondent interest in this Lease, assignment of this Lease and subletting of the Lot. The Member agrees to strictly comply with all of these provisions, and this Lease may not be assigned or sublet without strict compliance with the procedures and rules set forth therein.

SECTION 15
Default

Section 15.1. General. The Member shall be in default of this Lease upon the occurrence of any of the following:

Section 15.1.1. The failure of the Member for any reason to pay any sum owed to the Cooperative, including, Rent, the Monthly Assessment, Special Assessment and/or Special Charge when due.

Section 15.1.2. The failure of the Member to comply with any term, covenant, condition or provision of this Lease.

Section 15.1.3. The failure of the Member to comply with any term, covenant, condition or provision of the Corporate Operating Documents.

Section 15.2. Notice of Default. The Cooperative may give notice of default to the Member in any way permitted by applicable law.

Section 15.3. Assignment of Rents. The Member irrevocably assigns any rent from the Lot to the Cooperative and irrevocably appoints the President of the Cooperative as the Member's attorney-in-fact for the purpose of collecting such rents. If the Member is in default of this Lease, the Cooperative may, but is not required to, collect any rent otherwise due to the Member from subtenants or others occupying the Lot and apply that rent to any sums due to the Cooperative by the Member. If the Cooperative collects any rents pursuant to the provisions of this Section, it assumes no additional liability or responsibility to the Member or any other person by such actions. The Member is liable for any costs incurred by the Cooperative acting pursuant to the provisions of this Section and all such costs shall be a Special Charge against the Member. Any sums collected by the Cooperative pursuant to this Section in excess of what the Cooperative is owed when such sum is collected, shall be promptly turned over to the Member. Nothing in this Section or the Cooperative's actions under this Section in any way affects the provisions of the Bylaws regarding subleasing of the Lot nor constitutes an approval of any sublease.

SECTION 16
Termination

Section 16.1. General. This Lease shall terminate upon the occurrence of any of the following:

Section 16.1.1. If the Member abandons the Premises.

Section 16.1.2. Thirty (30) days after the Member receives notice of default regarding failure of the Member to pay any sum owed to the Cooperative, including, but not limited to, Rent, unless all sums owed to the Cooperative are paid within that thirty day period.

Section 16.1.3. Sixty (60) days after the Member receives notice of default regarding a failure of the Member to comply with any term, covenant or provision of this Lease, unless such default is cured within that sixty (60) day period; provided, however, that if the Cooperative determines, in its sole discretion, that the default has or is likely to cause substantial and irreparable harm to the Cooperative and/or to the other members of the Cooperative, then the time the Member has to cure such default shall be whatever
time the Cooperative deems appropriate, consistent with applicable law, and such shorter cure period shall be specified in the notice of default under Section 15 of this Lease.

Section 16.1.4. One hundred twenty (120) days after the adoption of a Resolution (or such longer period as contained within said Resolution) approved by a two-thirds votes of the members of the Cooperative, consistent with the voting requirements of the Corporate Operating Documents, to terminate all leases of members of the Cooperative on the Lots.

Section 16.1.5. Upon the issuance of an order of a court of competent jurisdictions terminating this Lease.

Section 16.1.6. If the Cooperative Property or a substantial part thereof is taken by condemnation or similar governmental action or deed-in-lieu thereof.

Section 16.1.7. If this Lease is declared terminated or to be terminated under the provisions of any agreement entered into by and between the Cooperative and the Member; provided that if the Member disputes such termination, the Cooperative shall not act under this Section 16.1.7 except pursuant to the order of a court of competent jurisdiction.

Section 16.1.8. In the event of a default by the Member in and termination of the Member's rights under a seller financing arrangement consistent with the Bylaws; provided that if the Member disputes such termination, the Cooperative shall not act under this paragraph, except pursuant to the order of a court of competent jurisdiction.

Section 16.2. **Effect of Termination.** Upon termination of this Lease, all rights of the Member pursuant to this Lease shall end and the Member agrees to immediately vacate the Premises and turn over the Lot to the Cooperative.

Section 16.3. **Sale of Shares.** If this Lease is terminated pursuant to a default by the Member under Section 15 of this Lease, the Cooperative may, in its sole discretion, but consistent with other agreements it has entered into, either immediately exercise its lien and other rights under the Corporate Operating Documents, or delay in exercising some or all of said rights for a period of time not to exceed one hundred eighty (180) days, during which the Member shall sell the Shares associated with the Lot. The Member shall be liable for all sums that would otherwise be due under this Lease for all periods until the time the Shares are sold to a new member and a new lease on the Lot commences. The Cooperative may elect to offer to purchase the Shares at the then fair market value, and shall be entitled to deduct therefrom any costs or expenses incurred in restoring the Lot to a marketable condition.

Section 16.4. **Costs.** If this Lease is terminated, pursuant to a default by Member under Section 15 of this Lease, the Member shall be liable for all costs incurred by the Cooperative related thereto, including, but not limited to, reasonable attorneys’ fees and the costs of terminating this Lease and retaking possession of the Premises.

**SECTION 17**

**Damage or Destruction and Eminent Domain**

Section 17.1. **Damage or Destruction.** Except as provided below, in the event of fire or other damage to the Residential Improvements, the Member shall take all steps necessary to ensure the repair of such damage and the restoration of the Residential Improvements to their condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. The Member shall also promptly take all steps necessary to ensure that the Lot is safe and that the damaged Residential Improvements do not constitute a danger to persons or property.

If the Member, using reasonable judgment and relying on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than eighty percent (80%) of the cost of repair and restoration (provided the Member has fulfilled all the hazard insurance requirements set forth in Section 8.2 above), then the Member may terminate this Lease by written notice to the
Cooperative given not later than forty-five (45) days after the event that caused the damage. However, such termination shall not be effective until thirty (30) days after the date upon which the notice is received by the Cooperative. Any insurance proceeds payable to the Member on account of such damage shall be paid as follows:

(i) First, to all real and personal property taxes if constituting a lien on the Lot and Residential Improvements;

(ii) Second, to any Permitted Mortgagee, in the amount of the indebtedness then outstanding;

(iii) Third, toward any debts or clean-up fees owed to the Cooperative; and

(iv) Fourth, to the Member.

Section 17.3. Eminent Domain. In the event of a taking of the Lot, either in its entirety or to such extent that the Residential Improvements located thereon are lost or damaged beyond repair, by reason of eminent domain or other action of public authority occurring prior to the expiration of this Lease, the Lease shall terminate as of the date the Member is required to give up possession of the Lot or the Residential Improvements, and the entire amount of any award(s) paid shall be allocated in the following manner and order:

(i) First, to all real and personal property taxes constituting a lien on the Lot or the Residential Improvements;

(ii) Second, to the outstanding debt owed on any Standard Permitted Mortgage, in the amount attributable to the value of the leasehold interest and of the Member’s present interest in the Residential Improvements;

(iii) Third, the Member shall receive that proportion of the award the bears the same proportion as the value of the Residential Improvements taken;

(iv) Fourth, the Cooperative shall receive the remaining balance of the award.

In the event of a taking of a portion of the Lot that does not result in damage to the Residential Improvements or substantial reduction in the usefulness or desirability of the Residential Improvements for residential purposes, then any monetary compensation for such taking shall be allocated entirely to the Cooperative.

In the event of a taking of a portion of the Lot that results in damage to the Residential Improvements only to such an extent that the Residential Improvements can reasonably be restored to a residential use consistent with this Lease, the Cooperative may in its discretion allocate some or all of the monetary compensation to enable the Member to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Lot.

Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section 17.3 shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the Lot, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

SECTION 18
Limitations on Mortgages

This Lease shall be given subject to the terms for financing of this Lease set forth as Exhibit “B” attached hereto and made a part hereof. Any mortgage or other security interest given to any third party lender shall be subject to the terms set forth in Exhibit “B”.

{H3189162.5}
SECTION 19
Miscellaneous

Section 19.1. **Complete Agreement - No Oral Representations.** This Lease, the documents referred to herein, the Corporate Operating Documents and any other document executed by the Cooperative and the Member contains the full understanding of the parties. There are no oral representations or agreements.

Section 19.2. **Severability.** If any provision of this Lease, or its application to any person or circumstance, is finally held invalid by a court of competent jurisdiction, that provision or its application to the particular person or circumstance shall be excised and the remainder of this Lease, and its application to other persons and circumstances, shall remain in full force and effect.

Section 19.3. **Remedies Cumulative.** If the Member fails or refuses to comply with his/her obligations under this Lease and/or the Corporate Operating Documents, the Cooperative may, in addition to the remedies specified in this Lease and the Corporate Operating Documents pursue any remedy available to it. The remedies of the Cooperative are cumulative, and the Cooperative may pursue any remedies available to it separately or concurrently. The decision and action of the Cooperative to pursue a particular remedy shall not be construed as an election of that remedy to the exclusion of others.

Section 19.4. **Rent Not Abated.** Except as specifically stated in this Lease, no Monthly Assessment, Special Assessment or Special Charge shall be eliminated, reduced or abated for any reason. Without in any way limiting the generality of the directly preceding sentence, the amount owed to the Cooperative by the Member will not be eliminated, reduced or abated by the interruption of utility service, the violation or claims of violation of this Lease and/or the Corporate Operating Documents by the Cooperative and/or other members of the Cooperative and, except as specifically stated in this Lease, any damage or destruction to the Premises.

Section 19.5. **Special Charges Due.** Except as specifically stated by the Cooperative in making a Special Charge or as otherwise specifically stated in this Lease or the Corporate Operating Documents, all Special Charges charged to a Member are due and payable to the Cooperative, in the same place and manner as Monthly Assessments are paid, ten (10) days after notice of the Special Charge is given to the Member.

Section 19.6. **Notice.** Except as specifically required by applicable law or other provisions of this Lease or the Corporate Operating Documents, any notice by or demanded from either party to the other shall be duly given only if in writing and sent by registered mail or certified mail return receipt requested if by the Member, addressed to the Cooperative at the address first set forth above; if to the Cooperative, addressed to the Member at the street address for the Lot. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed.

Section 19.7. **No Waiver of Rights.** The failure of the Cooperative to insist in any one or more instance on strict compliance with this Lease and the Corporate Operating Documents and/or that the Cooperative refrains from exercising any rights available to the Cooperative shall not be a waiver by the Cooperative to insist on strict compliance and to pursue any remedy available regarding future or other failures, and all of said rights and prerogatives of the Cooperative are fully preserved. The receipt by the Cooperative of payment of any sum from or for the Member after the Cooperative has knowledge of the Member's default of this Lease or the Corporate Operating Documents by the Cooperative shall not be a waiver of that default. No waiver by the Cooperative of a default of this Lease or the Corporate Operating Documents shall be effective unless the same is in writing specifying the default and signed by an officer of the Cooperative authorized to waive such default.

Section 19.8. **Attorneys’ Fees and Cost of Collection.** The Member shall be liable to the Cooperative for all of the following costs and expenses of the Cooperative, and the same shall be a Special Charge against the Member:
Section 19.8.1. Any cost incurred by the Cooperative, including, but not limited to, reasonable attorneys’ fees, to enforce any of its rights under this Lease or the Corporate Operating Documents against the Member.

Section 19.8.2. Any cost incurred by the Cooperative, including, but not limited to, the cost of a collection agency, to collect any amount owed to the Cooperative by Member.

Section 19.8.3. Any costs incurred by the Cooperative by reason of the default of the Member of this Lease and/or the Corporate Operating Documents.

Section 19.8.4. Any costs incurred by the Cooperative, including, but not limited to, reasonable attorneys’ fees, accounting fees and expert witness fees in any litigation or other legal proceedings against the Member, in which the Cooperative is the prevailing party.

Section 19.9. Time of the Essence. Time is of the essence in this Lease. In the computation of any period of time under this Lease, if the last day of the applicable period falls on a Saturday, Sunday or federal or state holiday, such period shall be extended to the next day that is not a Saturday, Sunday or federal or state holiday.

Section 19.10. Governing Law. This Lease shall be governed by the laws of the State of New York.

Section 19.11. Binding Effects. This Lease is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors, assigns and personal representatives; provided that nothing in this Section in any way modifies the rights and responsibilities of the parties regarding assignment of this Lease and/or subletting the Lot.

Section 19.12. Members, Officers, Directors and Others Not Liable. None of the past, present or future members of the Cooperative, nor any past, present or future officer, director and/or agent of the Cooperative shall be personally liable on any of the covenants, agreements or requirements of the Cooperative under this Lease or the Corporate Operating Document absent a showing of gross negligence or malfeasance.

Section 19.13. Subordination to Mortgages and Deeds of Trust. This Lease is subordinate to all mortgages, deeds of trust and similar encumbrances which encumber the Cooperative Property, whether such encumbrances presently exist or are subsequently created. Upon demand, the Member shall execute any instrument that may be required by the secured party on any such encumbrance or by the Cooperative for the purpose of more formally subordinating this Lease to such encumbrance.

Section 19.14. Rights of Permitted Mortgagees. The Member and the Cooperative hereby agree that the provisions of any Recognition Agreement or other agreement entered into by the Member, the Cooperative and any Permitted Mortgagees shall supplement this Lease and shall supersede any inconsistent provision of this Lease; provided that the provisions of this Lease which are not inconsistent with, or can be harmonized with, such agreement shall remain in full force and effect.

Section 19.15. Number and Gender. The references in this Lease to Member, although expressed in the singular shall apply to the person or persons actually signing this Lease as the "Member". All references in this Lease to any gender shall apply to all genders, as is appropriate for the actual parties to this Lease.

Section 19.16. Joint and Severable Liability. All persons signing this Lease as Member shall be jointly and severally liable under this Lease.

Section 19.17. Titles. The titles to the sections and other provisions of this Lease are for convention only and do not in any way affect the meaning of this Lease.

Section 19.18. Form of Lease/Modification to this Lease. The Cooperative and the Member agree that, as a housing cooperative, all leases to members of the Cooperative should
use the same form. The Cooperative, therefore, agrees that all leases to members of the Cooperative shall use a lease in substantially the same form as this Lease. The Cooperative and the Member also agree that, over time, it may become appropriate to change the terms of the lease form. As a result, the Cooperative and the Member agree that in the event that amendments to this Lease form or an entirely new form of lease is adopted by a two-thirds vote of the members of the Cooperative, consistent with the voting requirements of the Corporate Operating Documents, then from and after such adoption, this Lease shall automatically be modified and/or replaced, as the case may be, consistent with the amendment to this lease form or the new form of lease adopted by the members of the Cooperative. The Member agrees to execute any lease amendment or any new lease consistent with this Section and, if the Member fails or refuses to do so for fourteen (14) days after being notified to do so by the Cooperative, the President of the Cooperative is hereby appointed the Member's attorney-in-fact for the purpose of executing such amended or new lease as well as all other documents necessary to put the amendment or new lease in full force and effect. Any such amendment or new lease shall be recorded in the Office of the County Clerk.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth below.

[MEMBER]

__________________________________

[MEMBER]

__________________________________

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

By: __________________________________
   Name and Title

By: __________________________________
   Name and Title

STATE OF NEW YORK          )
COUNTY OF TOMPKINS       ) ss:

On the ____ day of __________ in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared ____________ and ____________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

_______________________________
NOTARY PUBLIC

STATE OF NEW YORK          )
COUNTY OF TOMPKINS       ) ss:

On the ____ day of __________ in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared ____________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

_______________________________
NOTARY PUBLIC

STATE OF NEW YORK          )
COUNTY OF TOMPKINS       ) ss:

On the ____ day of __________ in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared ____________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

_______________________________
NOTARY PUBLIC
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Danby, Tompkins County, New York, and being Lot No. _____ on a survey by T. G. Miller, P.C., Engineers & Surveyors, Darrin A. Brock, dated ________ entitled “SURVEY MAP SHOWING PROPOSED LOT LAYOUT FOR WHITE HAWK ECOVILLAGE TOWN OF DANBY, TOMPKINS COUNTY, NEW YORK,” which map was approved in conformance with Town of Danby Zoning and Subdivisions Regulations on July 9, 2007, and which map was filed in the Tompkins County Clerk’s Office on ________ as Instrument No. ____________.

SUBJECT TO AND TOGETHER WITH the rights and responsibilities granted by White Hawk Ecovillage Community, Inc. in favor of its Members set forth in that certain [____________________] dated __________ and recorded on ______________ in said Clerk’s Office.

BEING A LEASEHOLD PREMISES encumbering A PORTION OF THE SAME FEE SIMPLE PREMISES conveyed to Seven Circles, LLC by deed from Henry Peterson dated August 13, 2007, recorded August 14, 2007 in said Clerk’s Office as Instrument No. 513341-001, as corrected by Deed of Correction dated October 10, 2007, recorded October 11, 2007 in said Clerk’s Office as Instrument No. 516181-003, thereafter conveyed by Seven Circles, LLC White Hawk Ecovillage, Inc. by deed dated December 5, 2017 and recorded on December 6, 2017 in said Clerk’s Office as Instrument No. 2017-13926, which right, title and interest was then conveyed to Red Tail, LLC by deed dated __________, 2018 and recorded in said Clerk’s Office on __________ as Instrument No. ______, and which right, title and interest was then conveyed to the Cooperative by deed dated __________, 2018 and recorded in said Clerk’s Office on __________ as Instrument No. ____________________.
Exhibit “B”

Financing Restrictions and Permitted Mortgages

All terminology used in this Exhibit “A” shall have the meaning assigned to it in the Lease unless otherwise set forth herein.

A. **Standard Permitted Mortgage.** A “Standard Permitted Mortgage,” shall be a mortgage that meets the following requirements:

1. Run in favor of (a) a private individual, (b) an institutional lender such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan associations or insured credit unions), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (c) a “community development financial institution” as certified by the U.S. Department of the Treasury, or similar nonprofit lender to housing projects for low-and moderate-income persons (collectively, a “Permitted Mortgagee”).

2. Be a first lien on all or any of the Residential Improvements and the Member’s interest in the Lot (the “Security”).

3. Provide that in the event of a default in any of the mortgagor’s obligations thereunder, the holder of such Standard Permitted Mortgage shall notify the Cooperative of such fact and the Cooperative shall have the right (but shall not have the obligation) within one hundred twenty (120) days after its receipt of such notice, to cure such default in the mortgagor’s name and on mortgagor’s behalf, provided that current payments due the holder during such one hundred twenty (120) day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Standard Permitted Mortgage or to commence to foreclose under the Standard Permitted Mortgage on account of such default.

4. Provide that if after such cure period the holder intends to accelerate the note secured by such Standard Permitted Mortgage or initiate foreclosure proceedings under the Standard Permitted Mortgage, in accordance with the provisions of this Lease, the holder shall first notify the Cooperative of its intention to do so and the Cooperative shall have the right, but not the obligation, upon notifying the holder within thirty (30) days of receipt of said notice from said holder, to pay off the indebtedness secured by such Standard Permitted Mortgage and to acquire such Standard Permitted Mortgage.

5. Provide that, in the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure, upon acquisition of title to the Residential Improvements and the Member’s interest in the Lot by the Permitted Mortgagee, the Permitted Mortgagee shall give the Cooperative written notice of such acquisition and the Cooperative shall have an option to purchase the Residential Improvements and acquire the Member’s interest in the Lot from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage; provided, however, that the Cooperative gives written notice to the Permitted Mortgagee of the Cooperative’s intent to purchase the Residential Improvements and acquire the Member’s interest in the Lot within thirty (30) days following the Cooperative’s receipt of the Permitted Mortgagee’s notice of such acquisition of the Residential Improvements and the Member’s interest; further provided that the Cooperative shall complete the purchase of the Residential Improvements and acquisition of the Member’s interest in the Lot within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the Cooperative does not complete the purchase within such period, the Permitted Mortgagee shall be free to sell the Residential Improvements and transfer the Member’s interest in the Lot to another person.
6. Not contain any provisions other than provisions generally contained in mortgages used for similar transactions in the Tompkins County area by institutional mortgagees.

7. Not contain any provisions which could be construed as rendering the Cooperative or any subsequent holder of the Cooperative’s interest in and to this Lease, or its respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Standard Permitted Mortgage or any part thereof.

8. Contain provisions to the effect that the holder of such Standard Permitted Mortgage shall not look to the Cooperative or the Cooperative’s interest in the Lot, but will look solely to the Member, the Member’s interest in the Lot, the Residential Improvements, for the payment of the debt secured thereby or any part thereof. It is the intention of the parties hereto that the Cooperative’s consent to such Standard Permitted Mortgage shall be without any liability on the part of the Cooperative for any deficiency judgment.

9. Provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Standard Permitted Mortgage in accordance with the provisions of Section 17.3 hereof.

10. Not contain anything that obligates the Cooperative to execute an assignment of the fee ownership interest in the Lot or other rent payable by the Member under the terms of this Lease.

B. Rights of Permitted Mortgagee. Permitted Mortgagees shall have the following rights:

1. The right, but not the obligation, to:

   a. Cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Permitted Mortgagee being effective as if it had been undertaken and performed by the Member; acquire and convey, assign, transfer, and exercise any right, remedy or privilege granted to the Member by this Lease or otherwise by law, subject to the provisions, if any, in said Standard Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and

   b. Rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of the Permitted Mortgagee.

2. The Permitted Mortgagee shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Member under the Lease. Any such payment or performance or other act by the Permitted Mortgagee under the Lease shall not be construed as an agreement by the Permitted Mortgagee to assume such personal liability except to the extent the Permitted Mortgagee actually takes possession of the Security. In the event the Permitted Mortgagee does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both the Cooperative and the Member shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by the Permitted Mortgagee, so long as the Permitted Mortgagee owns any interest in the Security or in a Standard Permitted Mortgage. In the event that the estate of the Cooperative is owned at any time by the Member (regardless of a merger), or by any person in which the Member has a direct or indirect interest, the Permitted Mortgagee shall not be obligated to cure any default of the Member under the Lease as condition to the forbearance by the Cooperative in the exercise of the Cooperative’s remedies as provided in the Lease.
4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors’ rights, the Cooperative shall enter into a new lease of the Lot with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to the Cooperative’s approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to the Cooperative for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the lessee thereunder, and the Permitted Mortgagee shall have cured all defaults under the Lease which can be cured by the payment of money. Any new lease made pursuant to this section shall have the same priority with respect to other interests in the Lot as the Lease. The provisions of this section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this section were independent and an independent contract made by the Cooperative, the Member and the Permitted Mortgagee.

5. The Cooperative shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that the Cooperative sends a notice of default under the Lease to the Member, then the Cooperative shall also send a notice of the Member’s default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 19.6 of the Lease to the Permitted Mortgagee at the address that has been given by the Permitted Mortgagee to the Cooperative by a written notice to the Cooperative sent in the manner set forth in Section 19.6 of the Lease.
A-3
DEED OF ESTATE IN FEE SIMPLE ON CONDITION
with Ground Lease

THIS INDENTURE made this ___ day of ____, in the year Two Thousand ________

BETWEEN

WHITE HAWK ECOVILLAGE COMMUNITY, INC., a New York Business Corporation having its
office at 6 White Hawk Lane, Danby, NY 14850, Grantor,

AND

___________________________ [purchaser], Grantee,

WITNESSETH, that the Grantor, in consideration of ONE AND NO/100 Dollars ($1.00) lawful
money of the United States, and other good and valuable consideration paid by the Grantee, does hereby
remise, release and quitclaim unto the Grantee, her heirs, executors, distributees, successors and assigns
forever,

All buildings, structures, fixtures and other improvements located upon the premises more
fully described on the attached Schedule “A”, upon the express condition that a certain
proprietary ground lease between Grantor and the Grantee, which proprietary ground
lease is more particularly described on the attached Schedule “A”, be and remain in full
force and effect without default or other termination as provided therein.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said
premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, her heirs, executors,
distributees, successors and assigns for the estate in Fee Simple on Condition herein granted.

AND the Grantor covenants that it has not done or suffered anything whereby the said premises
have been encumbered in any way whatever.

AND THAT title of the Grantee is subject to a recorded Declaration of Covenants and Restrictions

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first
above written.

IN PRESENCE OF WHITE HAWK ECOVILLAGE COMMUNITY, INC.

By: __________________________
    Aelita Early, President

By: __________________________
    Steven Woinoski, Vice-President

[acknowledgements follow]
STATE OF NEW YORK  
COUNTY OF TOMPKINS  

On the ___ day of ____________ in the year 201 __ before me, the undersigned, a Notary Public in and for said State, personally appeared Aelita Early and Steven Woinoski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________
NOTARY PUBLIC
SCHEDULE A
BYLAWS

OF

WHITE HAWK ECovILLAGe COMMUNITY, INC.

Adopted August 12, 2018
BYLAWS
OF
WHITE HAWK ECOVILLAGE COMMUNITY, INC.

ARTICLE I
PURPOSE

Section 1. Purpose.

The White Hawk Ecovillage Community, Inc. (the “Cooperative”) has been formed to provide homes for its shareholders by leasing to them, under leases now commonly known as proprietary leases, premises, and each of its shareholders shall be entitled solely by reason of his or her ownership of stock in the Cooperative to a proprietary ground lease (each, a “Proprietary Ground Lease”), entitling him or her to occupy a specific footprint of land (each, a “Lot”) for the construction and/or occupation a residential dwelling thereon (“Residential Improvements”).

ARTICLE II
MEMBERS

Section 2.1. Eligibility.

“Member Household shall” refer herein to any group of one or more persons who share a primary residence and whose application for membership has been approved by the members of the Cooperative. Any such Member Household shall be eligible for membership, provided that the Member Household executes a Subscription Agreement and a Proprietary Ground Lease in the usual form employed by the Cooperative covering a specific Lot.

For an individual to become a part of a ‘Member Household’, that individual must be added to that household’s Proprietary Ground Lease; alternatively voting rights can be transferred to an individual not in the Member Household by issuing a Proxy notice as per Section 3.10.

Any reference herein to a “member” in the singular form should not be interpreted to exclude the individuals that are a part of the Member Household or to limit membership to a single individual.

Section 2.2. Application for membership.

Application for membership shall be presented in person or by mail on a form prescribed by the Cooperative, and all such applications shall be acted upon promptly by the Cooperative. Membership applications shall be governed by policies that are adopted by the Cooperative from time to time.

Section 2.3. Members, Authorized memberships, and Proprietary Ground Leases.

(a) The members shall consist of the individuals comprising the first Board of Directors, as identified in the Certificate of Incorporation, or their successors and such subsequent purchasers
as have been approved for membership by the members of Cooperative and who have paid for their membership and received membership certificates.

(b) The authorized membership of the Cooperative shall consist of 30 members, each of whom shall be issued 100 shares, all of one class, with a par value and subscription price of $400 per share.

(c) The Cooperative shall offer to the members' proprietary ground leases for a Lot. The proprietary ground lease shall be of one class. In each instance, the subscription price shall be the amount established by the Cooperative to be paid by the first occupant of a Lot as shown on the books of the Cooperative. Such subscription price shall be in addition to the monthly assessments permitted under the Proprietary Ground Lease.

Section 2.4. Membership Certificates.

Each membership certificate shall state the Cooperative is organized under the laws of the State of New York, the name of the registered holder of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every membership certificate shall be signed by the two or more officers of the Cooperative.

Section 2.5. Lost Certificates.

The Cooperative may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Cooperative and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Cooperative may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or certificates, or their legal representative, to advertise the same in such a manner as the Cooperative shall require and to give the Cooperative a bond in such sum as the Cooperative may require as indemnity against any claim that may be made against the Cooperative.

Section 2.6. Lien.

The Cooperative may have a lien on the outstanding regular memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever, including any sums due under any applicable Proprietary Ground Lease.

Section 2.7. Transfer of Membership.

In all transfers of membership the Cooperative shall be entitled to a fee it deems appropriate to compensate it for the processing of the transfer. The member may sell their membership and Residential Improvements to any person who has been duly approved by the Cooperative as a member. When the transferee has been approved for membership and has executed the prescribed Proprietary Ground Lease, the retiring member shall be released of their obligations under the Proprietary Ground Lease.
provided they have paid all amounts due the Cooperative to date.

Section 2.8. Termination of Membership for Cause.

In the event the Cooperative has terminated the rights of a member under the Proprietary Ground Lease, the member shall be required to deliver promptly to the Cooperative his membership certificate and his Proprietary Ground Lease, both endorsed in such manner as may be required by the Cooperative. The Cooperative shall thereupon at its election either (1) purchase said membership and the Residential Improvements located thereon at fair market value, as evidenced by a contemporaneous appraisal at member’s expense, or (2) proceed with reasonable diligence to effect a sale of the membership and the Residential Improvements to a purchaser, and at a sales price acceptable to the Cooperative and both parties.

Article III
Meeting of Members

Section 3.1. Place of Meetings.

Meetings of the membership shall be held at the principal office or place of business of the Cooperative or at such other suitable place convenient to the membership.

Section 3.2. Annual Meeting.

The annual meeting of the Cooperative is typically held in November or at such a time and place determined by the Board of Directors. The members may also transact such other business of the Cooperative as may properly come before them.

Section 3.3. General Meetings.

The membership shall hold a General Meeting at least once per month at a time and location agreed to by the membership at a previous meeting or set by the Board of Directors. The business to be discussed at General Meetings includes the regular day-to-day business of keeping the Cooperative running smoothly; topics addressed may be business-related or social matters.

Section 3.4. Special Meetings.

It shall be the duty of the Board of Directors to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by twenty (20%) percent of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless, by consent of all members present in person or by proxy, an additional topic is deemed to be urgent business as well.

Section 3.5. Notice of Meetings.

It shall be the duty of the Secretary to provide notice of each annual, general or special meeting, which notice shall be delivered personally, by mail, or by electronic mail, stating the purpose thereof as well as

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the time and place where it is to be held, to each member of record, at his address (home or electronic mail) as it appears on the membership book of the Cooperative, or if no such address appears, at his last known place of address. Notice of a Special Meeting must be delivered at least one (1) but not more than sixty (60) days prior to such meeting. Notice of a General and Annual Meetings must be delivered at least ten (10) but no more than sixty (60) days prior to such meeting.

Section 3.6. Quorum.

The presence, either in person or by proxy, of at least fifty (50%) percent of the members of record of the Cooperative shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

Section 3.7. Adjourned Meetings.

If any meeting of members cannot be organized because a quorum has not attended, or a meeting has been ended because the number of members at said meeting has dropped below the quorum, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a later time.

Section 3.8. Decision Making.

All decision making authority in the Cooperative rests with the entire membership unless specific decision making authority has been delegated to an officer, committee, or other subset of the membership in these by-laws or by decision of the membership. Decisions are reached by Consensus, unless otherwise specified in these by-laws.

A decision may be reached by a Supermajority vote of 75% of the members present in the meeting where the vote occurs, under following circumstances:

(a) When the Board of Directors have declared a matter as ‘Urgent Business’ and consensus cannot be reached in a reasonable amount of time, as determined by the Officers;
(b) When a member or group of members brings the same issue or question up to the membership at two successive meetings (General, Special or Annual) held on different days with no decision reached by consensus, Supermajority can be used to reach decision at a third successive meeting;
(c) If the authority to make decision by Supermajority vote has been explicitly granted by the membership.

Section 3.9. Voting.

All decisions shall be made by consensus unless otherwise required by applicable law or explicitly specified in this document. Consensus requires the affirmation of all members present in person or by proxy at a meeting of the members. No member may participate in the consensus process or may vote who has been previously notified by the Board of Directors or the relevant committee that they are more than 30 days delinquent in payments due to the Cooperative under the applicable Proprietary Grounds.

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Lease, or in any form of non-monetary default to the Cooperative.

Section 3.10. Proxies.

A member may appoint any person at least eighteen (18) years of age as their proxy, either for a limited or unlimited scope of time. Any proxy must be filed in writing or electronic mail with the Secretary before the appointed time of each meeting. The proxy notices should be included with the minutes of any meeting where proxy was used to reach quorum or decision.

Section 3.11 Committees

Committees may be created, dissolved, or suspended by a decision of the Membership. Committees may be empowered to make decisions relating to a specified topic or domain, subject to any specified guidelines or restrictions, by explicit authorization from the membership of the Cooperative.

Section 3.12 Conflicts of Interest

No Member, Director, or Officer may vote on a decision where they have a conflict of interest regarding the matter to be decided. Conflicts of interest shall include, but are not limited to, the following:

(a) A decision to remove said Officer from office.
(b) A decision to declare a Member to be in Default for reasons of misconduct.
(c) A decision to declare said Member to have a conflict of interest about some matter to be decided.
(d) Any other decision about which said Member has been declared to have a conflict of interest for the reason that it would prevent them from receiving or grant them some specific privilege, job offer or contract, financial compensation, or other benefit which they would otherwise be likely to receive.

ARTICLE IV
DIRECTORS

Section 4.1. Number and qualification.

Certain affairs of the Cooperative shall be governed by a Board of Directors composed of five (5) or more persons, a majority of whom shall be members of the Cooperative.

A member of the cooperative may not hold more than one officer position on the Board of Directors.

Section 4.2. Powers and Duties.

The Board of Directors shall have only the powers and duties delegated to them in these by-laws and by a decision of the membership of the Cooperative.

The Board of Directors shall have these responsibilities:

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(a) overseeing the administration of Cooperative, coordinating the activity of any committees, and ensuring that members and committees have access to the resources they are entitled to or request;
(b) ensuring that all Cooperative business is conducted in an organized manner and in accordance with the By-Laws and Offering Plans;
(c) serving as a liaison between the Cooperative and any third parties with whom Cooperative has a business relationship;
(d) identifying and addressing concerns and prioritizing Cooperative activities to ensure the success of the Cooperative;
(e) preparing an annual report with recommendations for action in the coming year, and presenting it at the Annual Meeting; and
(f) signing official documents and legal agreements on behalf of Cooperative.

Any powers not specifically enumerated by these by-laws shall rest with the members of the Cooperative. The Cooperative may, by decision of the membership, delegate specific, enumerated powers to any officer, to the Board of Directors, or to a committee.

Section 4.2.1 Urgent Business

“Urgent Business” is defined as any business that is considered by the Board of Directors to be likely to cause significant harm to the Cooperative if not acted upon before the next meeting of the membership. Said harm may take the form of failure to meet a critical deadline, failure to approve an Annual Budget by January 1st, default or other violation of law or a legal agreement; inability to progress on a Common Improvement that is actively under construction or repair; imminent damage to the property, facilities, value, or assets of the Cooperative or of one or more Member Households; or failure of access to the property or of utility services including water, sewer, electric, etc.

In its sole discretion, the Board of Directors shall have the power to declare an issue or topic to be "Urgent Business" and to render unto itself the authority to make any decision relating thereto; provided, however, that the Board of Directors must notify the members within 24 hours of any such decision made, must call a Special Meeting relating to such Urgent Business, and such authority must terminate at such Special Meeting unless ratified and continued by the members thereat.

Section 4.3. Election and Term of Office.

The term of the Directors named in the Certificate of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose. At the first annual meeting of the members the term of office of President shall be fixed for three (3) years, the terms of office of Secretary and Treasurer shall be fixed for two (2) years, the term of office of one Vice President shall be two (2) years and the term of office of a second Vice President shall be one (1) year.

At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 4.4. Vacancies.
Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by consensus vote of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next meeting of the membership to serve out the unexpired portion of the term.

Section 4.5. Removal of Directors.

At any regular or special meeting duly called, any Director elected by the members may be removed with or without cause by the affirmative consensus vote of the entire regular membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 4.6. Compensation.

No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Cooperative in any other capacity, unless a resolution authorizing such remuneration shall be unanimously adopted by the membership of the Cooperative or otherwise authorized committee before the services are undertaken. In the case of a conflict of interest as defined in 3.12, such decision shall be made by unanimous consent of all directors without a conflict of interest.

Section 4.7. Regular Meeting.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or electronic mail, at least three (3) days prior to the day named for such meeting; a digital or web-based calendar showing meeting times and locations shall suffice as notice so long as the calendar is available to all members and displays the correct meeting information.

Section 4.8. Special Meetings.

Special meetings of the Board of Directors may be called by any officer; notice must be given to each Director, personally or by mail, telephone or electronic mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 4.9. Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Where all of the Directors unanimously approve and sign a corporate resolution or authorization (which is to be included in the minute book), this shall be...
recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof that would otherwise be applicable for calling and holding Directors' meetings.

Section 4.10. Quorum.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a later time, at which point, with a quorum, the original business may be transacted without additional notice to the membership.

Article V
Officers

Section 5.1. Designation.

The principal officers of the Cooperative shall be a President, two or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the members of the Cooperative. The Directors may request that the Cooperative create committees for the express purpose of supporting the Directors in their roles.

Section 5.2. President and Vice President(s).

The President and Vice President(s), also referred to as Directors, shall have limited powers, including only those expressly included in these by-laws and delegated by a decision of the membership. A Vice President shall take the place of the President and perform such duties whenever the President shall be absent or unable to act. If more than one member holds the position of Vice President, a consensus decision of the Board of Directors will decide which Vice President will temporarily hold the position of President until the membership is able to elect a new officer. If neither the President nor the Vice President(s) is, or are, able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The President and Vice President(s) shall also perform such other duties as shall from time to time be requested by the Board of Directors or Cooperative.

Section 5.3. Signatory Authority.

No Director or Officer may enter into a legal agreement on behalf of the Cooperative without the approval of the Membership. Any legal agreement that the Cooperative enters into must be signed by at least two of the Directors (President and/or Vice Presidents).

Section 5.6. Secretary.
The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all Annual, General and Special Meetings of the members of the Cooperative; shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of secretary.

The Secretary’s duties are to perform the following essential Cooperative functions, or ensure that they are performed, in a satisfactory manner:

(a) preparing and serving of Notices for all Meetings or other business, including each year’s Annual Meeting,
(b) setting agendas, facilitating, and taking minutes for all White Hawk Meetings,
(c) maintaining up-to-date repositories of all important White Hawk documents, including but not limited to vision and mission statements; By-Laws; legal documents; meeting minutes; decisions; and approved guidelines, policies, and procedures,
(d) ensuring that all important Cooperative documents are easily accessible by the Members and, when appropriate, by the general public;
(e) processing membership applications and maintaining a membership list with up-to-date contact information for all Members;
(f) maintaining the community email list; and
(g) training a successor at the end of his or her term of office.

Section 5.7. Treasurer.

The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Cooperative. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Cooperative in such depositories as may from time to time be designated by the Board of Directors.

The Treasurer’s duties are to perform the following essential Cooperative functions, or ensure that they are performed, in a satisfactory manner:

(a) maintaining all bookkeeping records, including an up-to-date record of all of the Cooperative’s financial transactions;
(b) drafting an Annual Budget each year and presenting it to the Membership for approval;
(c) monitoring the financial condition of Cooperative and promptly reporting any financial concerns to the Directors and to the Membership, and, as authorized, amending the Annual Budget to avoid a subsequent deficit;
(d) acting as custodian for all Cooperative funds, securities, and bank accounts, endorsing and depositing all receipts in the appropriate Cooperative account and promptly paying all bills charged to Cooperative;
(e) collecting Monthly Maintenance Fees and any other fees or special assessments from Members, performing appropriate actions as necessary to collect on overdue bills, and giving prompt notice to the Directors when a Member is in Default;

Adopted August 12, 2018
(f) completing all required tax forms and paying all required taxes in a timely manner;
(g) acting as a liaison with any independent outside firm engaged by the Cooperative to perform financial services; and
(h) training a successor at the end of his or her term of office.

**ARTICLE VI**

**INDEMNITY**

Section 6.1. Right to Indemnification.

To the extent and in the manner permitted by law, the Cooperative shall indemnify (a) any person made a party to an action or proceeding by or in the right of the Cooperative to procure a judgment in its favor, by reason of the fact that he, his or her testator or intestate, is or was a director, officer or employee of the Cooperative, against the reasonable expenses, including attorneys’ fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such person is adjudged to have breached his or her duty to the Cooperative, and (b) any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Cooperative to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, any director, officer or employee of the Cooperative served in any capacity at the request of the Cooperative, by reason of the fact that he, his or her testator or intestate was a director, officer or employee of the Cooperative, or served such other corporation in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such person acted in good faith, for a purpose which he or she reasonably believed to be in the interests of the Cooperative and, in criminal action or proceedings, in addition had no reasonable cause to believe that his or her conduct was unlawful.

Section 6.2. Advancement of Expenses.

Expenses incurred by a director, officer or employee in connection with any action or proceeding as to which indemnification may be given under Section 1 of this Article may be paid by the Cooperative in advance of the final disposition of such action or proceeding upon (a) the receipt of an undertaking by or on behalf of such director, officer or employee to repay such advance in case such director, officer or employee is ultimately found not to be entitled to indemnification as authorized by this Article, and (b) approval by the Board of Directors acting by a quorum consisting of directors who are not parties to such action or proceeding. To the extent permitted by law, the Board of Directors shall not be required to find that the director, officer or employee has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding before the Cooperative makes any advance payment of expenses hereunder.

Section 6.3. Availability and Interpretation.

Adopted August 12, 2018
To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in this Article (a) shall be available with respect to events occurring prior to the adoption of this Article, (b) shall continue to exist after any rescission or restrictive amendment of this Article X with respect to events occurring prior to such rescission or amendment, (c) shall be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the director, officer or employee (or, if applicable, at the sole discretion of the testator or intestate of such director, officer or employee seeking such rights), on the basis of applicable law in effect at the time such rights are claimed, and (d) shall be in the nature of contract rights that may be enforced in any court of competent jurisdiction as if the Cooperative and the director, officer or employee for whom such rights are sought were parties to a separate written agreement.

Section 6.4. Other Rights.

The rights of indemnification and to the advancement of expenses provided in this Article shall not be deemed exclusive of any other rights to which any director, officer or employee of the Cooperative or other person may now or hereafter be otherwise entitled, whether contained in the Cooperative’s Certificate of Incorporation, these bylaws, a resolution of the Board of Directors, or an agreement providing for such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in this Article shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any director, officer or employee of the Cooperative or other person in any action or proceeding to have assessed or allowed in his or her favor, against the Cooperative or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

Section 6.5. Severability.

If this Article or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article shall remain fully enforceable. Any payments made shall be made only out of funds legally available therefore.

**ARTICLE VII**  
**CORPORATE FINANCES**

Section 7.1. Corporate Funds.

The funds of the Cooperative shall be deposited in its name with such banks, trust companies or other depositories as the Board of Directors may from time to time designate. All checks, bills, notes, drafts and other negotiable instruments of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees as the Board of Directors or members of the Cooperative may from time to time designate; this includes but is not limited to any relevant committee that has been formed and delegated such authority by decision of the membership. No officer, agent, employee or independent contractor of the Cooperative, alone or with others, shall have the power to make any checks, bills, notes, drafts or other negotiable instrument, or endorse the same in the name of the Cooperative, or

*Adopted August 12, 2018*
contract or cause to be contracted any debt or liability in the name of the Cooperative or otherwise bind
the Cooperative thereby, except as provided in these Bylaws.

Section 7.2 Fiscal Year.

The fiscal year of the Cooperative shall be the calendar year unless otherwise provided by the Board of
Directors.

Section 7.3. Gifts.

The Board of Directors or any authorized officer, employee or agent of the Cooperative may accept on
behalf of the Cooperative any contribution, gift, bequest or devise for any general or special purpose or
purposes of the Cooperative.

Section 7.4. Income from Cooperative Activities.

All income from activities of the Cooperative shall be applied to the maintenance, expansion or
operation of the lawful activities of the Cooperative.

**ARTICLE VIII**

**AMENDMENTS**

Section 8.1. Member Amendments.

These Bylaws may be amended, added to or altered or repealed or new Bylaws may be adopted at any
meeting of the members of the Cooperative by a consensus vote of the members; provided that notice of
the proposed action to be considered and acted upon and stating the nature thereof, is inserted in the
notice or waiver of notice of said meeting.

**ARTICLE IX**

**CONSTRUCTION**

If there is any conflict between the provisions of the Certificate of Incorporation and these
bylaws, the provisions of the Certificate of Incorporation shall govern.

*Effective: [______________]*
CERTIFICATION OF SPONSOR AND PRINCIPALS
Offering of White Hawk Ecovillage Community, Inc.

The undersigned, on behalf of the Sponsor, and the undersigned as the principals of the Sponsor, duly sworn, deposes and says:

We are the Sponsor and the principals of the Sponsor of the cooperative offering plan for the above captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 21 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that the documents submitted hereafter by us which amend or supplement the offering plan will:

i. set forth the detailed terms of the transaction and be complete, current and accurate;

ii. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

iii. not omit any material fact;

iv. not contain any untrue statement of material fact;

v. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

vi. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii. not contain any representation or statement which is false, where we: (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

Other than with respect to the principals of sponsor, no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the shares or lots offered in the offering plan, and no deposits or advanced of funds have been taken by or on behalf of the sponsor in connection with the reservation, sale or transfer of such units, prior to submission of the plan to the Department of Law.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business and Penal Law.

[signature pages follow]

{H3204916.3}
Sponsor: Red Tail, LLC

By: 
Dane Percy

By: 
Aelita Early

State of New York  ) ss.:
County of Tompkins  )

On the 4th day of January in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Dane Percy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York  ) ss.:
County of Tompkins  )

On the 21st day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Aelita Early, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Principal: Michael Early

By: [Signature]

State of New York  ) ss.:  
County of Tompkins  )

On the 4th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Early, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JAMIE E. CORBETT
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01CO5228473  
My Commission Expires 11/30/2023
Principal: Aelita Early

By: [Signature]

State of New York  ) ss.:  County of Tompkins  )

On the 21st day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Aelita Early, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

CARRIE JEANNE POLLAK
Notary Public, State of New York
No. 02P06252005
Qualified in Tompkins County
Commission Expires November 28, 2014
Principal: Roger Nelson
By: [Signature]

State of New Jersey  ) ss.:
County of [County]

On the 21 day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Nelson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANTONIO M BRITO
Notary Public
State of New Jersey
My Commission Expires Dec. 17, 2023
I.D.# 2441437

Notary Public
Principal: Reinhilde Nelson

By: Reinhilde Nelson

State of New Jersey  ) ss.:  
County of Mercer

On the 21 day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Reinhilde Nelson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANTONIO M BRITO
Notary Public
State of New Jersey
My Commission Expires Dec. 17, 2023
I.D.# 2441437

Notary Public
Principal: Greg H. Nelson

By: [signature]

State of New York ) ss:
County of Tompkins )

On the 2nd day of January in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Greg H. Nelson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[signature]
Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0623872
My Commission Expires 1/1/2022
Principal: Alicia Beebe

By: 

State of New York ) ss.: County of Tompkins )

On the 2nd day of January, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Alicia Beebe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMIE E. CORBETT
Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01G002283270
My Commission Expires 01/24/2022

{H3502674.1}
Principal: Kartik Sribarra
By: 

State of New York ) ss.:  
County of Tompkins )

On the 3rd day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Kartik Sribarra, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01COB328423  
My Commission Expires 12/22/22
Principal: Allison Sribarra

By: [Signature]

State of New York ss.: County of Tompkins

On the 3rd day of January in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Allison Sribarra, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JAMIE E. CORBETT
Notary Public, State of New York Qualified in Tompkins County
No. 01/00228273.
My Commission Expires 1/30/2022.
Principal: JoBeth Dingman

By: 

State of New York  ) ss.:  
County of Tompkins  )

On the 2nd day of January 2019 in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JoBeth Dingman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CO01228779
My Commission Expires 3/7/2022
Principal: Mark Pruce

By: ___________________________

State of New York  ) ss.: 
County of Tompkins   )

On the 4th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Pruce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMIE E. CORBETT
Notary Public

Notary Public, State of New York
Qualified in Tompkins County
No. 01CD8286733
My Commission Expires 3/20/2022
Principal: Sara Pruce

By:

State of New York ) ss.: Count of Tompkins )

On the 4th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Sara Pruce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMIE E. CORBETT
Notary Public

Notary Public, State of New York
Qualified in Tompkins County
No. 01C0626478
My Commission Expires 11/10/2023

{H3502674.1}
Principal: Melissa Blake

By: [Signature]

State of New York  ) ss.:  
County of Tompkins  )  

On the 8th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Melissa Blake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01C08228473  
My Commission Expires 10/31/2022
Principal: Ernest Blake

By: [Signature]

State of New York  ss.: County of Tompkins

On the 8th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest Blake, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CARRIE JEANNE POLLAK
Notary Public, State of New York
No. 02P06282005
Qualified in Tompkins County
Commission Expires November 28, 2021

[Signature]
Notary Public
Principal: Susan Storey

By: __________________________

State of New York ) ss.:  
County of Tompkins )

On the 7th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Susan Storey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________
Notary Public

JAMIE E. CORBETT
Notary Public, State of New York  
Qualified in Tompkins County  
No. 0120528673  
My Commission Expires 01/20/2022
Principal: Dane Percy
By: Dane Percy

State of New York ss.:
County of Tompkins ss.

On the 4th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Dane Percy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CD823073
My Commission Expires 11/19/2022
Principal: Steven E. Woinoski

By: Steven Woinoski

State of New York ) ss.: 
County of Tompkins )

On the 8th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Woinowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

[Notary Public Seal]

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 0100020473
My Commission Expires 11/10/22
Principal: Mark Silver

By: ____________________________

State of New York ) ss.:
County of Tompkins )

On the 8th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Silver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CO028472
My Commission Expires 1/20/2021
Principal: Holly Glaser
By: [Signature]

State of New York ss.: County of Tompkins ss.

On the 8th day of January in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Holly Glaser, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CO022673
My Commission Expires 5/20/2023
CERTIFICATION OF ENGINEER

John M. Andersson, P.E., being duly sworn, deposes and says:

1. I am a Professional Engineer and am self-employed at Water and Waste Water Design Services, 1 Woodland Road, Ithaca, New York 14850 (the “Company”).

2. I have over 48 cumulative years of experience in evaluating and designing water and waste water facilities.

3. Red Tail, LLC (the “Sponsor”), and the principals of Sponsor, of White Hawk Ecovillage Community, Inc. (“Cooperative”) retained me to design the water infrastructure and review the waste water infrastructure design (“Infrastructure Facility Designs”) for the Cooperative. The waste water infrastructure was designed by a previously engaged engineering firm, which is no longer involved in the project.

4. I have reviewed the Infrastructure Facility Designs, shown at Exhibit C-1.

5. I also drafted the Property Report dated November 26, 2018 submitted with the Offering Plan and shown at Exhibit C-2.

6. I have also reviewed the portion of the Offering Plan entitled “Sponsor’s Statement of Building Conditions”.

7. I certify that the Infrastructure Facility Designs shown are reasonable for the use contemplated in the Offering Plan. I further certify that the Property Report is accurate and sufficient for its purpose.

8. I certify that this certification and all documents reviewed by me that concern the Infrastructure Facility Designs and the Property Report do:

   (i) set forth the contemplated design of the water and waste water facilities, as has been communicated to me by Sponsor and its principals, or accurately describes the Cooperative Property;

   (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

   (iii) not omit any material fact;

   (iv) not contain any untrue statement of a material fact;

   (v) not contain any fraud, deception, concealment or suppression;

   (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and
(vii) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statements made.

8. I further certify that the Company is not owned or controlled by the Sponsor, and has no beneficial interest in the Sponsor, and that my compensation for preparing this certification is not contingent on the conversion of the property to a cooperative or on the profitability or price of the offering. I understand that a copy of this certification is intended to be incorporated into the offering plan so that prospective purchasers may rely on it.

9. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

[SIGNATURE PAGE FOLLOWS]
Water and Waste Water Design Services

By: John M. Andersson, P.E.

Date: 6 December 2018

State of New York   ) ss:
County of Tompkins )

On the 5th day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared John M. Andersson, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their respective signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public
CERTIFICATION OF EXPERT AS TO ADEQUACY OF PROJECTED INCOME AND EXPENSES

Patrick Jordan, being duly sworn, deposes and says:

1. I am a Certified Public Accountant employed by the accounting firm Insero & Co. located at 401 East State Street, Suite 500, Ithaca, New York 14850.

2. I am a Partner in the Audit Department at Insero & Co. with over 30 years of experience in auditing and financial reporting. My areas of focus include auditing and financial reporting for senior and affordable housing entities.

3. My experience includes the auditing of financial statements of common interest realty associations including cooperatives, condominiums and homeowners associations. I have performed these professional functions for approximately 14 years.

3. The sponsors of White Hawk Ecovillage Community, Inc. ("Cooperative") retained our accounting firm to assess the adequacy of the projected income and expenses of the Cooperative for the first year of Cooperative operation, and to assess the adequacy of the income and expenses of the Cooperative and its predecessors for the last five (5) years.

4. I understand that I am responsible for complying with article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 21 insofar as they are applicable to Schedule B.

5. With respect to the first year of Cooperative operations, I have reviewed the schedules and investigated the facts set forth in Schedule B and the facts underlying it/them with due diligence in order to form a basis for this certification.

6. I certify that the projections in Schedule B appear reasonable and adequate based on present prices adjusted to reflect continued inflation and present levels of consumption for comparable units similarly situated.

7. With respect to the last three years, I have reviewed the financial records provided to me by the Cooperative. I certify that the financial records for the last three years appear reasonable and adequate based on present prices adjusted to reflect continued inflation and present levels of consumption for comparable units similarly situated.

7. I certify that this certification and all documents prepared by me hereafter that concern the schedule(s) do:

   (i) set forth in detail the terms of the transaction as it relates to the schedules and be complete, current and accurate;
(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment or suppression;

[CERTIFICATION PAGE Follows]
CERTIFICATION PAGE

THIS CERTIFICATION IS MADE UNDER PENALTY OF PERJURY FOR THE BENEFIT OF ALL PERSONS TO WHOM THIS OFFER IS MADE. I UNDERSTAND THAT VIOLATIONS ARE SUBJECT TO THE CIVIL AND CRIMINAL PENALTIES OF THE GENERAL BUSINESS LAW AND PENAL LAW.

Patrick Jordan, CPA

State of New York        ) ss.:
County of Tompkins      )

On the 28th day of February in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick Jordan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument:

______________________________
Notary Public

THOMAS K. VANDERZEE
Notary Public, State of New York
No. 92W4959442
Qualified in Tompkins County
April 8, 2019

New York Department of Law
Real Estate Finance Bureau
Office of the NYS Attorney General
28 Liberty Street, 21st Fl.
New York, NY 10005

Re: White Hawk Ecovillage Community, Inc.
White Hawk Lane, Ithaca, New York 14850
File NO. C18-0007

Dear Ladies and Gentlemen:

We are counsel for Red Tail, LLC, the sponsor of the White Hawk Ecovillage Community, Inc. (the “Cooperative”), with respect to the above captioned offering of a new or vacant cooperative (the “Offering Plan”).

In our capacity as counsel to the Cooperative in connection with the Offering Plan, we have reviewed the Cooperative’s charter documents, a certificate of good standing issued by the New York State Department of State, and bylaws (collectively, the “Corporate Documents”). Further, in our capacity as counsel to the Cooperative in connection with the Offering Plan submitted for filing, we have reviewed the Offering Plan together with all exhibits thereto and incorporated therein, and offer this tax opinion as required under Section 21.3(j) of Title 13 of the New York Code of Rules and Regulations. The Corporate Documents and Offering Plan are referred to collectively as “Project Documents”.

Where in this opinion we indicate that our opinions are based upon our knowledge, we mean actual knowledge attributable to our representation of the Cooperative in matters to which substantive attention has been devoted by attorneys who are currently partners, associates or counsel of this Firm and are actively and directly involved in such representation. The opinions set forth in this letter, whether or not qualified by the phrase “to our knowledge,” are subject to the following qualifications:

A. The opinions set forth in this letter are based solely upon our review of the Project Documents. Other than our review of the Project Documents, we have made no inquiry or other investigation as to any factual matter, including documents referenced in any of the Project Documents or any factual matter referenced in any of the Project Documents.

B. We have investigated only the laws of the State of New York and the federal laws of the United States insofar as the same may be applicable, and do not purport to express any opinion on the laws of any other jurisdiction.

C. We have assumed without any inquiry or other investigation (i) the legal capacity of each natural person, (ii) the full power and authority of each person (other than
the Cooperative) to execute, deliver and perform each document heretofore executed and delivered or hereafter to be executed and delivered and to do each other act heretofore done or hereafter to be done by such person, (iii) the due authorization, execution and delivery by each person (other than the Cooperative) of each document heretofore executed and delivered or hereafter to be executed and delivered by such person and the due authorization and doing by such person of each other act heretofore done or hereafter to be done by such person, (iv) the legality, validity, binding effect and enforceability as to each person (other than the Cooperative) of each document executed and delivered or hereafter to be executed and delivered by such person, (v) the genuineness of each signature (other than the signature of the Cooperative), the completeness of each document submitted to us, the authenticity of each document submitted to us as an original, the conformity to the original of each document submitted to us as a copy and the authenticity of the original of each document submitted to us as a copy, (vi) the truthfulness of each statement as to any factual matter contained in any of the Project Documents, (vii) the accuracy on the date of this letter as well as on the date stated in any Governmental Certificate of each statement as to any factual matter contained in such Governmental Certificate, and that (viii) the Cooperative holds the requisite title and other rights to any real or personal property involved in the transactions contemplated by the Project Documents.

D. As disclosed in the Offering Plan, the Cooperative will own and maintain certain property for the common enjoyment of the tenant-stockholders (the “Cooperative Property”), and will provide proprietary ground leases to each tenant-stockholder granting a long-term renewable leasehold interest for the exclusive use and possession of a building lot (each, a “Lot”). The Cooperative Property includes 30 Lots, and remaining acreage which shall remain undeveloped. Membership in the Cooperative automatically occurs upon the purchase of 100 shares of stock. A holder of 100 shares of stock is entitled to receive a proprietary ground lease. One or more people purchase the shares of stock, and thus become a tenant-stockholder in the Cooperative.

The Cooperative does not, nor shall it in the future, own houses or any other residential dwelling now or to be constructed upon a Lot. Instead, each tenant-stockholder shall receive a ground lease from the Cooperative, together with the right to construct and/or occupy a residential dwelling located upon the leased premises. At all times, any residential dwelling will be owned entirely by the tenant-stockholder.

Under 26 U.S. Code Section 216, certain tenant-stockholders of a “cooperative housing corporation” may be allowed as a deduction amounts (not otherwise deductible) paid or accrued to a cooperative housing corporation within the taxable year, but only to the extent that such amounts represent the tenant-stockholder’s proportionate share of the (1) real estate taxes allowed as a deduction to the Cooperative under 26 U.S. Code Section 164, which are paid or incurred by the corporation only upon the houses and the land on which the houses are situated, or (2) the interest allowed as a deduction to the Cooperative under 26 U.S. Code Section 163, which is paid or incurred by the Cooperative on its indebtedness contracted in the acquisition of the land upon which the houses are situated.
In material part, Section 216 defines a "cooperative housing corporation", inter alia, as a corporation [in which] "each of the stockholders [...] is entitled, solely by reason of his ownership of stock in the corporation, to occupy for dwelling purposes a house...owned or leased by such corporation" (emphasis added). Here, each stockholder is entitled solely by reason of his or her ownership of stock in the Cooperative to construct and/or occupy a constructed residential dwelling upon his or her leased premises. However, the Cooperative will neither own nor lease any residential dwelling now or to be constructed upon a Lot.

It is uncertain what the consequences of purchasing shares in the Cooperative will be on a purchaser’s federal income tax liability as a result of the Tax Cuts and Jobs Act of 2017 (the “TCJA”). The TCJA increases the standard deduction for single taxpayers to $12,000 and $24,000 for married couples filing jointly. This change makes it less likely that the average taxpayer will itemize deductions. This means that a taxpayer may no longer deduct expenses incident to homeownership, such as deductions relating to mortgage interest or real property or state income taxes, from its federal taxable income.

In addition, the TCJA capped the allowable deduction to a taxpayer for real property taxes and state income taxes. In the past, for primary residences, a taxpayer was able to deduct from its federal taxable income one hundred percent (100%) of their real estate taxes and their state income tax burden. Under the new law, the maximum deduction for both real estate tax and state and local taxes is $10,000. Although the real property taxes allocated to a Lot have historically been below $10,000, this may affect a purchaser of shares in the Cooperative.

Based on the foregoing and subject to the qualifications set forth herein, we are of the opinion that under present law, regulations, rulings and decisional law, and based on the terms of the Offering Plan:

1. White Hawk Ecovillage Community, Inc. may not qualify at closing or at any other time as a cooperative housing corporation under 26 U.S. Code Section 216.

2. Tenant stockholders may not be entitled to deduct for income tax purposes their proportionate share of the interest and real estate taxes paid by the Cooperative, subject to all other relevant provisions of the Internal Revenue Code. Each prospective purchaser should consult with his or her own attorney or tax professional prior to purchasing shares in the Cooperative.

This is an opinion, not a guarantee of outcome. This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel base this opinion will not change. In no event will the sponsor, the sponsor's counsel, the Cooperative, counsel to the Cooperative, the selling agent or any other person be liable if the Cooperative does not now or in the future meet the requirements of Section 216 of the Internal Revenue Code of 1986, as amended, or the New York State Tax Law, as amended,
by reason of future changes in fact or applicable law, regulations, decisional law or Internal Revenue Service rulings.

Our opinion is effective as of the date hereof and is based on the law in effect and the facts existing or expressly assumed to exist on the date hereof, and we undertake no obligation to advise of any changes in law subsequent to the date hereof.

We consent to the inclusion of this opinion in the Offering Plan for the Cooperative.

Very truly yours,

HANCOCK ESTABROOK, LLP

Carrie J. Pollak
A-9
Return To
HANCOCK ESTABROOK
BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: DEED

Grantor (Party 1)
RED TAIL LLC

Grantee (Party 2)
WHITE HAWK ECOVILLAGE COMMUNITY INC

Fees
Recording Fee $20.00
Pages Fee $30.00
State Surcharge $20.00
TP-584 Form Fee $5.00
RP-5217 Form Fee $250.00
Notation Fee $0.50
Total Fees Paid: $325.50

Transfer Amt: $449,489.00
Instrument #: 2018-09911
Transfer Tax #: 000258

Property located in Danby

Refers To
2018-08789

State of New York
County of Tompkins

Recorded on August 31st, 2018 at 12:23:10 PM with a total page count of 6.

Tompkins County Clerk

This sheet constitutes the Clerk’s endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach
Warranty Deed w/Lien Covenant

This Indenture, made the [11]th day of ______________, 2018,

Between RED TAIL, LLC, a New York limited liability company, with a mailing address of 12 White Hawk Lane, Ithaca, New York 14850

party of the first part, and

WHITE HAWK ECOVILLAGE COMMUNITY, INC., a New York corporation with a mailing address of 12 White Hawk Lane, Ithaca, New York 14850

party of the second part.

Witnesseth, that the party of the first part, in consideration of One and 00/100 Dollars ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs, successors and assigns forever,

SEE SCHEDULE “A” ATTACHED

Together with the appurtenances, and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs, successors and assigns forever.

And the party of the first part does covenant as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises.

SECOND, that said party of the first part will forever WARRANT the title to said premises.

THIRD, That, in compliance with Section 13 of the Lien Law, the party of the first part will receive consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In Presence Of

RED TAIL, LLC

By: ____________________________
Aelita K. Early, President

By: ____________________________
Steven E. Woinoski, Vice President
On the 28th day of April in the year 2018, before me, the undersigned, personally appeared Aelita K. Early and Steven E. Woinoski, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

CARRIE JEANNE POLLAK
Notary Public, State of New York
No. 028052, Co. 19
Qualified in Tompkins County
Commission Expires November 26, 2019
SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 190.00 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;

THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;

THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;

THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;

THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;

THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;

THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;

THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;

THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;

THENCE running SOUTH 80 degrees 18 minutes 45 seconds EAST, and passing through an iron pipe at 61.00 feet, and an iron pin at 1,007.54 feet, a total distance of 2,147.33 feet to a point marked by an iron pin;

THENCE running NORTH 88 degrees 27 minutes 43 seconds EAST a distance of 617.80 feet to a point marked by an iron pin in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 329.87 feet to a point;

THENCE running NORTH 81 degrees 28 minutes 36 seconds WEST, and passing through the remains of a concrete monument at 10.0 feet, a total distance of 242.71 feet to a point located 0.4 feet northerly of an old fence post;

THENCE running NORTH 78 degrees 01 minutes 34 seconds WEST a distance of 186.00 feet to a point marked by an iron pin;

THENCE running SOUTH 09 degrees 31 minutes 12 seconds EAST a distance of 413.18 feet to a point marked by an iron pin;

THENCE running SOUTH 79 degrees 15 minutes 34 seconds EAST, and passing through an iron pin at 417.68 feet, a total distance of 418.98 feet to a point in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 316.55 feet to a point marked by an iron pin;
SCHEDULE A (continued)

THENCE running SOUTH 84 degrees 55 minutes 14 seconds WEST a distance of 134.79 feet to a point marked by an iron pin;

THENCE running SOUTH 03 degrees 34 minutes 48 seconds EAST, and passing through an iron pin at 5.00 feet, a total distance of 165.00 feet to a point marked by an iron pin;

THENCE running NORTH 84 degrees 55 minutes 14 seconds EAST a distance of 147.61 feet to a point marked by an iron pin in the west line Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 184.32 feet to the point or place of beginning.

SUBJECT TO the following Ground Leases affecting certain Lots shown on the survey maps referenced hereinbelow and as originally and/or subsequently recorded in the Tompkins County Clerk’s Office as follows:

Lot 6 (Instrument No. 530966-001);
Lot 5 (Instrument No. 530968-001);
Lot 7 (Instrument No. 533902-003 and Instrument No. 2014-00863);
Lot 8 (Instrument No. 572007-001);
Lot 11 (Instrument No. 584306-006);
Lot 9 (Instrument No. 2014-00612);
Lot 2 (Instrument No. 2014-07907);
Lot 14 (Instrument No. 2015-08548);
Lot 13 (Instrument No. 2015-10485);
Lot 12 (Instrument No. 2016-09469);
Lot 10 (Instrument No. 2017-06270).

SUBJECT TO easements for gas pipelines as shown on the survey map referenced hereinbelow. [As a reference for possible affecting easements recorded in the Tompkins County Clerk’s Office see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334.]

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated March 15, 1949 and recorded May 17, 1949 in the Tompkins County Clerk’s Office in Liber 320 of Deeds at page 445.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated March 9, 1949 and recorded May 17, 1949 in the Tompkins County Clerk’s Office in Liber 320 of Deeds at page 446, but only insofar as it may affect the above-described premises.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated September 3, 1969 and recorded October 17, 1969 in the Tompkins County Clerk’s Office in Liber 484 of Deeds at page 360.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated September 4, 1969 and recorded October 17, 1969 in the Tompkins County Clerk’s Office in Liber 484 of Deeds at page 364.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated November 6, 2007 and recorded January 28, 2008 in the Tompkins County Clerk’s Office as Instrument No. 520943-019.

SCHEDULE A (continued)

SUBJECT TO the terms set forth in the “White Hawk Ecovillage Membership Guidelines and Agreements” referenced in the “Declaration of Covenants and Restrictions of White Hawk Ecovillage” dated August 11, 2008 and recorded the same day in the Tompkins County Clerk’s Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-00270.

SUBJECT TO an easement granted by Seven Circles, LLC to the Town of Danby by instrument dated September 10, 2010 and recorded January 19, 2011 in the Tompkins County Clerk’s Office as Instrument No. 570312-001, which easement allows for access in order to install and maintain a monitoring well on the above-described premises; as modified by Agreement dated April 23, 2013 and recorded February 27, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-02169.

SUBJECT TO the rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced hereinbelow.

SUBJECT TO the minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced hereinbelow.

SUBJECT TO the terms of a certain Encroachment Agreement executed by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded in the Tompkins County Clerk’s Office concurrently herewith.

ASSUMING the indebtedness of that certain mortgage dated August 29, 2018 and recorded on August 30, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09878.

REFERENCE is also hereby made to a survey map incorporated herein entitled “Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13928.

REFERENCE is hereby made to a survey map incorporated herein entitled "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13927.

BEING THE SAME PREMISES conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and filed in the Tompkins County Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789.
A-10
Tompkins County Clerk Recording Page

Return To
HANCOCK ESTABROOK
BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: MORTGAGE

Mortgagor (Party 1)
RED TAIL LLC

Mortgagee (Party 2)
WHITE HAWK ECOVILLAGE IN

Fees

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Receipt Number: 18-207047

Mortgage Amt: $449,489.00
Instrument #: 2018-09878
Mtg Tax #: DJ 000983

Property located in Danby

State of New York
County of Tompkins

Recorded on August 30th, 2018 at 12:31:08 PM with
a total page count of 10.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach
Recording Cost: $ ______________________
Mortgage Tax: $ ______________________
Return to: Carrie J. Pollak, Esq.
Hancock Estabrook, LLP
Gateway Center
401 East State St., Ste 304
Ithaca, New York 14850

MORTGAGE

PROPERTY ADDRESS: 0 White Hawk Lane, Danby, New York

DATED: August 15, 2018

BORROWER(S): Red Tail, LLC

LENDER: White Hawk Ecovillage, Inc.

MEANING OF WORDS

“I”, “Me” and “My” refer to each person who signs this Mortgage and any person who signs an agreement to assume this Mortgage.

“Lender” means anyone who owns this Mortgage.

“Note” means the Promissory Note dated the same date as this Mortgage, which is secured by this Mortgage and any modifications or attachments to the Note.

“Loan” means the principal sum of Four Hundred and Forty Nine Thousand and Four Hundred and Eighty Nine Dollars and 00/100 ($449,489.00) with interest, which Borrower agrees to pay to the Lender according to the terms of the Note. Lender may make advances to me in the future, and shall in addition to this Loan amount stated, the Note and this Mortgage shall secure any debts I now, or in the future may owe to Lender. The maximum amount of debt secured by the Note and this Mortgage shall not be greater than the debt stated above. Lender is not obligated to make future advances.

“Taxes” mean all taxes and assessments which become liens on the Property.

“Property” means the land described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all buildings and other improvements that are located on the Property; all fixtures or other articles of property that are now or in the future will be on the Property; all rights that go along with the Property, known as “easements and appurtenances;” all rights that Borrower has in the land which lies in the streets or roads in front of, or next to, the Property; all mineral, oil and gas rights and profits, water rights
and water stock that are part of the Property; all condemnation awards for any taking by
a government or agency of the whole or part of the Property or buildings or any easement
in connection with the Property, including awards for changes of grade of streets; all of
the rights and property described above that Borrower may acquire in the future; and all
replacements of or additions to the Property and all insurance proceeds for loss or
damage to the Property.

GRANT OF MORTGAGE LIEN

I hereby grant a first mortgage on the Property to the Lender to secure repayment
of the Loan according to the terms of the Note and this Mortgage. This is a purchase
money mortgage.

AGREEMENTS OF THE BORROWER

1. PAYMENTS:
   a. I will make all payments on the Note when they are due.
   b. I will pay all taxes on the Property and all charges for water and sewer service
to the Property when they are due.
   c. I will pay to the Lender any amount which the Lender spends for taxes and
      insurance on the Property or to protect the Property from damage. These amounts, plus
      interest at the rate in the Note, will be added to the Loan and will be due when the Lender
      demands payment.
   d. I will pay the expenses of the Lender in collecting the money which I owe,
      including reasonable attorneys' fees.

2. SPECIAL ACCOUNT FOR TAXES AND INSURANCE: If requested to do so by the
   Lender, I will deposit enough money in a special account with the Lender so that the
   Lender can pay bills for taxes and insurance on the Property. The Lender will decide how
   much money is needed for the purpose and may deduct part of the money from the Loan
   at the closing. The Lender will bill me for an additional amount to be deposited each
   month. If the Lender decides that I have not deposited enough, I will pay the Lender
   enough to make up the shortage. This may be in a lump sum, an additional amount each
   month, or both, as the Lender may decide. Except as required by law, the Lender has no
duty to pay me interest or profits because I have deposited the money with the Lender.
The Lender may choose to stop receiving these deposits and to stop paying any of these
bills at any time. Until this happens it is my duty to forward any bills for these items which
I receive to the Lender so they can be paid on time. If I sell the Property and the Loan is
not paid off, the Lender may keep the money which I have deposited and use it to pay
these bills unless the buyer of the Property replaces it. If a default happens, the Lender
may use the money in the special account to reduce the amount which is owed to the
Lender on the Loan.

3. INSURANCE: I will keep insurance on the Property which is satisfactory to the Lender.
   I will give the insurance policies to the Lender if it asks for them.
4. CONDITION OF PROPERTY: I will keep the Property in good condition. I will not destroy or remove any buildings or fixtures now on the Property. If the Property is damaged by fire or other causes, I will notify the Lender in writing at once. I will allow the Property to be inspected by the Lender at any reasonable time.

5. NO TRANSFER OF PROPERTY: I will not transfer ownership of the Property so long as the Mortgage is on it unless the Lender consents in writing.

6. LIEN LAW: This Mortgage is subject to the trust fund provisions of Section Thirteen of the Lien Law. This makes it my duty to use the Loan for certain purposes stated in this law.

7. WARRANTY: I warrant the title to the Property. Section 254 of the Real Property Law places duties on those who warrant their title.

8. STATEMENT OF AMOUNT DUE: I will give the Lender a true statement of how much I owe the Lender on the Loan and what claims or defenses I may have against the Lender within five days after the Lender asks for it. This statement will be signed by me and acknowledged before a Notary Public.

DEFAULT

9. EVENTS OF DEFAULT: A default will happen if any payment to the Lender is not made when it is due, if I cease to be the owner of the Property, if I do not keep any other agreement in the Note or in this Mortgage, if I am bankrupt, or anything in the application for the Loan is not true.

10. DEFAULT TO OTHER LENDER(S): In the event of my default in any obligation to a lending institution other than Lender, I am required to notify Lender in writing of such default and to forward copies of all written communications and documents regarding the default. Such written notice and copies of communications shall be delivered to Lender within five (5) days of my receipt. My failure to provide written notice of default to Lender shall be considered default of the terms of the mortgage provided by Lender.

RIGHTS OF LENDER

11. LOAN MAY BE CALLED: If there is a default, the Lender may call the Loan. This means that the whole amount due under the Note and this Mortgage, and all accrued interest and late charges thereunder which is unpaid, will be due at that time, even if I am not told.

12. COLLECTION BY FORECLOSURE OR OTHER ACTION: If I fail to pay all amounts which I have agreed to pay to the Lender, including the entire balance if the Loan is called, the Lender may bring legal action against me. The Lender may choose to foreclose this Mortgage, which will result in the Property being sold to pay what is owed and I will pay
any balance owing after the sale. The Lender may also sue me for any amount which I owe without foreclosing.

13. LENDER MAY PAY TAXES: If I do not pay all taxes on the Property when they are due, the Lender may pay them, and such amount advanced will be added to the amount owed Lender.

14. LENDER MAY PROVIDE INSURANCE: If I do not provide the Lender with the required insurance, the Lender may get insurance on the Property to protect the Lender, and such amount advanced will be added to the amount owed the Lender.

15. PAYMENTS FOR DAMAGE OR TAKING: If the Property is damaged or taken by condemnation, the Lender has the right to collect all payments from insurance or for the taking. The Lender may use this money to reduce the amount of the Loan or pay off the Loan before paying me which is left. If I repair the damage, the Lender may give me the insurance payment to cover the cost of repairs if it chooses to do so.

16. PROTECTION OF THE PROPERTY: If the Lender feels that the Property is in danger of damage or destruction, the Lender may send its representative on the Property to protect or repair it, and the cost thereof will be added to the amount owed to Lender.

17. RECEIVER: The Lender, in any action to foreclose this Mortgage, shall be entitled to the appointment of a receiver. Section 254 of the Real Property Law explains the Lender’s rights to a receiver.

18. PARTIAL PAYMENT: If I pay less than the amount due and payable to the Lender at any time, Lender may accept that payment without losing any rights which it may have because of the default in paying all amounts due.

19. LENDER’S RIGHT TO CONTINUE: Each of the Lender’s rights under this Mortgage is separate. If the Lender does not enforce any rights of the Lender under this Mortgage or under the law, the Lender will still have all of those rights and may enforce them in the future.

20. LENDER DEFINED: “Lender” shall mean an individual or corporation who or which may be the owner of this mortgage loan and the neuter gender where used here in shall also be interpreted to mean the masculine or feminine gender, and singular shall also be interpreted to mean plural where application.

21. RENT AND EVICTION AFTER DEFAULT: If there is a default under this Mortgage, Borrower must pay monthly in advance to lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Borrower. If Borrower does not pay the rent when due, Borrower will vacate and surrender the Property to the Lender, or to the receiver, if any. Lender may evict the Borrower by summary proceedings or other court proceedings.
22. **NO WAIVER:** Delay or failure of Lender to take any action will not prevent the Lender from taking any action later. Lender may enforce those rights it chooses without giving up any other rights.

23. **NOTICES:** Notices, demands, or requests must be in writing and may be delivered in person or sent by mail.

24. This mortgage may not be changed orally.

25. This mortgage shall be binding upon Borrower, Lender, and their respective heirs, executors, administrators, successors, and assigns.

26. Each borrower shall be separately liable for the debt secured by this Mortgage, and the agreements contained herein.

Red Tail, LLC

Aelita Early, a duly authorized managing member

Steven Woinoski, a duly authorized managing member

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

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be **Aelita Early**, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CD62800
My Commission Expires Sept 2022

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be **Steven Woinoski**, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
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My Commission Expires Sept 2022
SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 35.20 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;

THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;

THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;

THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;

THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;

THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;

THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;

THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;

THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;

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    SCHEDULE A (continued)

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    Lot 5 (Instrument No. 530968-001);
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SCHEDULE A (continued)


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**SUBJECT TO** the minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced hereinbelow.

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**REFERENCE** is also hereby made to a survey map incorporated herein entitled "Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13928.

**REFERENCE** is hereby made to a survey map incorporated herein entitled "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" prepared by Lee Dresser, L.L.S. No. 050096, of T. G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which was filed on December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13927.

**BEING THE SAME PREMISES** conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and recorded in the Tompkins County Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789.
Tompkins County Clerk Recording Page

Return To
HANCOCK ESTABROOK BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: MISC

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Receipt Number: 18-207204

| Instrument #:                |
|-------------------------------|----------------|
| 2018-09942                    |                |

State of New York
County of Tompkins

Filed on August 31st, 2018 at 2:09:46 PM with a total page count of 12.

State of New York
County of Tompkins

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach
ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement") is entered into and effective as of August 29, 2018 (the "Effective Date"), by and among White Hawk Ecovillage, Inc. ("Lender"); Red Tail, LLC, ("Original Borrower"); and White Hawk Ecovillage Community, Inc., ("New Borrower"). Original Borrower and New Borrower are sometimes collectively referred to as "Borrower Parties".

RECITALS

A. Original Borrower is the current owner of fee title to the real property ("Land") and the buildings and improvements thereon ("Improvements"), commonly known as "White Hawk Ecovillage" located in the Town of Danby, County of Tompkins, State of New York, more particularly described in the attached Exhibit "A" (the Land and the Improvements are collectively referred to as the "Property").

B. Lender is the current owner and holder of a loan ("Loan") in the original principal amount of $449,489.00 made to Original Borrower pursuant to the terms of a Promissory Note (the "Note") dated August 15, 2018, between Original Borrower and Lender, as secured by that certain mortgage dated August 15, 2018 and recorded in the Tompkins County Clerk’s Office on August 30, 2018 as Instrument No. lei8 - 6457 (the "Mortgage").

C. New Borrower desires to obtain Lender’s consent to the assignment and assumption of the Mortgage as described below.

D. The Requested Actions, without Lender’s consent, are prohibited by the terms of the Note and Mortgage.

E. The Lender has agreed to consent to the following requested actions (collectively the "Requested Actions"): (i) Original Borrower selling the Property to New Borrower, and (ii) New Borrower assuming all of Original Borrower’s obligations under the Loan Documents.

NOW THEREFORE, in consideration of $10.00 paid by each of the parties to the other, the mutual covenants set forth below, and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1

REPRESENTATIONS

1.1 Original Borrower Representations. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Original Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Recitals. All of the facts set forth in the Recitals of this Agreement are true and correct and incorporated into this Agreement by this reference.
(b) Authority of Original Borrower. Original Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of New York. The execution and delivery of, and performance under, this Agreement by Original Borrower have been duly and properly authorized pursuant to all requisite limited liability company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Original Borrower or the articles of organization, certificate of formation, operating agreement, limited liability company agreement or any other organizational document of Original Borrower or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Original Borrower is a party or by which the Property may be bound or affected.

(c) Compliance with Laws. To Original Borrower’s knowledge, all permits, licenses, franchises or other evidences of authority to use and operate the Property as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect. Original Borrower has not received any written notice from any governmental entity claiming that Original Borrower or the Property is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to any violations of zoning, building, environmental, fire, health, or other laws, ordinances, rules, codes or regulations.

(d) No Default. To Original Borrower’s knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Note and Mortgage.

1.2 Acknowledgments, Warranties and Representations of New Borrower. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, New Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Recitals. All of the facts set forth in the Preliminary Statement of this Agreement are true and incorporated into this Agreement by reference.

(b) Authority of New Borrower.

(i) New Borrower. New Borrower is a duly organized, validly existing business corporation in good standing under the laws of the State of New York. The execution and delivery of, and performance under, this Agreement and the Loan Documents by New Borrower have been duly and properly authorized pursuant to all requisite company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Borrower or the certificate of incorporation, bylaws, or any other organizational document of New Borrower or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which New Borrower is a party or by which the Property may be bound or affected.
(c) **No Default.** To New Borrower’s knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Note and Mortgage.

**ARTICLE 2**

**ACKNOWLEDGMENTS AND COVENANTS OF BORROWER PARTIES**

As a material inducement to Lender to enter into this Agreement and to consent to Requested Actions each of Borrower Parties, as to itself only, acknowledges, warrants, represents, covenants and agrees to and with Lender as follows:

2.1 **Assumption of Loan.** New Borrower hereby assumes the indebtedness due under the Note, the Loan and all of Original Borrower’s other obligations, as grantor, mortgagor, borrower, assignor, trustor, indemnitor, guarantor, or maker, as the case may be, under the Loan Documents to the same extent as if New Borrower had signed such instruments. New Borrower agrees to comply with and be bound by all the terms, covenants and agreements, conditions and provisions set forth in the Loan Documents.

**ARTICLE 3**

**ADDITIONAL PROVISIONS**

3.1 **Successors or Assigns.** Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be deemed included. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.2 **Invalid Provision to Affect No Others.** If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained in this Agreement, and the remainder of this Agreement shall remain operative and in full force and effect.

3.3 **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted. Lender’s consent to the Requested Actions shall not be deemed to constitute Lender’s consent to any provisions of the organizational documents that would be in violation of the terms and conditions of any of the Loan Documents.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
The parties have executed and delivered this Agreement as of the day and year first above written.

**LENDER:**

WHITE HAWK ECOVILLAGE, INC.

By: __________________________

Aelita Early, a duly authorized director

By: __________________________

Steven Woinoski, a duly authorized director

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

On the **28** of **August**, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be **Aelita Early** the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]

JAMIE E. CORBETT
Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01CC0228973
My Commission Expires **Sept 10 2022**

STATE OF NEW YORK  )
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Notary Public
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Qualified in Tompkins County
No. 01CC0228973
My Commission Expires **Sept 10 2022**
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**ORIGINAL BORROWER:**

Red Tail, LLC

By: [Signature]
Aelita Early, a duly authorized director

By: [Signature]
Steven Woinoski, a duly authorized director

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

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JAMIE E. CORBETT
Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01CO622473
My Commission Expires Sept 20, 2022

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

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Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01CO622473
My Commission Expires Sept 20, 2022
The parties have executed and delivered this Agreement as of the day and year first above written.

NEW BORROWER:

WHITE HAWK ECOVILLAGE COMMUNITY, INC.,
a New York Business Corporation

By: ______________
Aelita Early, a duly authorized director

By: ______________
Steven Woinoski, a duly authorized director

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

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Notary Public

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JAMIE E. CORBETT
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EXHIBIT A

LEGAL DESCRIPTION
SCHEDULE A

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SUBJECT TO the terms of a certain Encroachment Agreement executed by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded in the Tompkins County Clerk’s Office concurrently herewith.

REFERENCE is also hereby made to a survey map incorporated herein entitled “Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13928.

REFERENCE is hereby made to a survey map incorporated herein entitled “Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by Lee Dresser, L.L.S. No. 050096, of T. G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which was filed on December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13927.

BEING THE SAME PREMISES conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and recorded in the Tompkins County Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789.
PROMISSORY NOTE

$449,489.00

August 15, 2018

1. PROMISE TO PAY
Red Tail, LLC, a limited liability company organized under the laws of the State of New York with a mailing address of 12 White Hawk Lane, Ithaca, New York hereby promises to pay to the order of White Hawk Ecovillage, Inc., a not-for-profit corporation organized under the laws of the State of New York with a mailing address of 12 White Hawk Lane, Ithaca, New York, (the "Lender"), the sum of Four Hundred Forty-Nine Thousand Four Hundred Eighty-Nine and 00/100 Dollars ($449,489.00) (the "Principal") plus interest thereon.

2. INTEREST
Interest will be charged at the rate of Two and 98/100 Percent (2.98%) per annum on the unpaid principal from the date of this Note, continuing until the full amount of principal has been paid.

3. PAYMENT AND TERM
Borrower will pay the entire principal amount due hereunder, together with all interest accrued thereon, in equal monthly installments of $1,546.22, commencing on September 1, 2018 and continuing until August 31, 2061, at which time any unpaid principal balance and all accrued interest and late charges shall be due and payable immediately. Payment is to be made at Lender's address, as stated above, or at any other address that Lender directs Borrower in writing.

4. LATE CHARGES
Payments must be received by the 15th day of the month. Any payments received after the 15th day of the month will be subject to a 2% late charge.

5. PREPAYMENT
The entire debt or any portion thereof may be paid in advance at any time, with no extra charge. The Lender will apply any payment first to interest and late charges accrued through the date of delivery of such payment, if any, and then to repayment of the principal amount of the debt.

6. EVENTS OF DEFAULT
Lender may declare the full amount of this Note due immediately for any default, and thereafter Borrower will have to immediately pay the full amount of unpaid principal and late charges which Lender may be entitled to under this Note. The following are defaults:

   (a) failure to pay, when due, any amount payable on any of my obligations under this Note; and

   (b) failure to do anything Borrower is obligated to do under this Note.

8. WAIVER OF PRESENTMENT, ETC.
If the Note is not paid when due, Borrower agrees that the Lender does not have to notify Borrower before the Lender can enforce rights to collect all amounts due. The Lender does not have to present this Note, demand payment, give notice of dishonor or protest.
9. **COSTS OF COLLECTION**
Borrower agrees that in the event of a default under the terms of this Note, Lender shall be entitled to recover, in addition to the outstanding principal and late charges due and payable under the terms of the Note, Lender's reasonable attorney's fees and costs.

10. **DELAY, GOVERNING LAW AND MODIFICATION**
Delay or failure of the Lender to take any action which Lender is entitled to take hereunder will not prevent the Lender from doing so later. The laws of the State of New York shall govern this Note. This Note cannot be changed except in writing signed by the Lender.

**Red Tail, LLC**

[Signature]

Aelita Early, a duly authorized managing member

[Signature]

Steven Woinoski, a duly authorized managing member

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

On the 28th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]

Notary Public  
JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01C0828273  
My Commission Expires Sept 2022

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

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]

Notary Public  
JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01C0828273  
My Commission Expires Sept 2022
**ALLONGE**

**THIS ALLONGE** is made effective as of the 21st day of August, 2018, and shall be affixed to that certain Promissory Note in the original principal amount of $449,489.00 given by Red Tail, LLC to White Hawk Ecovillage, Inc. dated August 15, 2018 (the “Note”), which Note has been assumed as of this same date by White Hawk Ecovillage Community, Inc. (“New Borrower”).

Pay to the order of Red Tail, LLC, its successors and assigns. This endorsement is made without recourse, and without representation or warranty of any kind whatsoever, express or implied, or by operation of law, and that it has not executed any prior assignment or pledge of any of the Note;

This endorsement is given for the purpose of completing the chain of endorsements to the Note as a supplement to the assignment of record of the Mortgage which secures it, and to the physical delivery of said Note, and is not intended to create or evidence any new or different rights or liabilities.

White Hawk Ecovillage, Inc.

By: [Signature]

Name: Aelita Early
Title: Duly Authorized Director

By: [Signature]

Name: Steven Winoiski
Title: Duly Authorized Director

**STATE OF NEW YORK**
**COUNTY OF TOMPKINS**

On the 28th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

STATE OF NEW YORK
**COUNTY OF TOMPKINS**

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Winoiski, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[H3400755.1]
A-12
Green Construction Guidelines for White Hawk Homes
Nov 15, 2016

The Architectural Review Committee (ARC) at White Hawk was established to help residents find the information and resources they need to build “green” homes with a small ecological footprint. We recognize that each household has different needs and skills, and that as educated consumers, you are the most powerful resource for determining what is right for you. These guidelines are a work in progress and hopefully just a baseline that you can go beyond in your own design.

If you’re just starting out with the concept of green building, you may find some of the ideas and technologies presented here helpful in getting started on a home design. The information presented here gives examples of green building techniques that are well established, but there are many good techniques available that are not covered in detail. The broad goals in green building are these: energy efficiency, minimal use of chemicals including VOCs, local materials where practical, and modest size. There are several levels of LEED certification that a house can qualify for, and we should all strive for the environmental leadership this represents.

As you work on your home design, you may want to keep affordability in mind. Since each house is designed and priced individually, you have a great deal of control over the features and the final price you pay. Even if you can afford a ‘fancier’ house, the future member who might want to buy it from you may not have the same luxury. Another way to save on costs is to get the design right the first time – making design changes late in the game adds to the cost of your house without giving you any tangible benefit.

The items listed in the first section below are requirements that come from local zoning ordinances and agreements among the White Hawk membership. The sections that follow are suggestions for techniques that are known to work well, and finally a bibliography of other techniques that you may wish to research.

Zoning and Community Requirements

- Floor space must meet the minimums set by zoning, which are a function of family size and room types (see below). The area may not exceed 2000 sq ft. Basement space is not considered in the overall square footage for this policy. – minimum set by zoning
  - maximum by membership
- Buildings must be a minimum of 3 feet from interior lot lines or to an imaginary line between buildings on the same lot (guaranteeing 6 feet between houses) and a minimum of 2 feet to the same for overhangs. An increased distance of at least 10 feet between buildings is preferred by the Fire Department and will improve fire safety. – minimum set by zoning
- Height cannot exceed 35 feet above grade at highest point. (A zoning variance might be possible to change this, but permission from the membership should also be sought.)
- Must be a permanent building – required by zoning
- Houses tested for air leakage – required by membership
- Vent stack for radon mitigation – where required by building code
- Insulation levels of R-10 for slab, R-19 for foundation walls, R-25 for exterior walls – required by membership
- Good attic insulation, such as blown cellulose loose fill (typ. R-49) where possible; attic hatch insulated to R-20 – good insulation required by membership, R-values vary with design
- Low U-value windows (0.35 or less) – required for Energy Star rating
- Egress requirements for windows/doors – required by building code
- An energy-efficiency heating source—required by membership
- Energy Star appliances—required for Energy Star rating
- Intake vents as needed for proper air infiltration—required by building code
- No central air in most homes—allowable for health reasons, but village electric service is not designed to support central air in all homes
- Low-flow showerheads, faucets, toilets—required to ensure adequate water supply and wastewater disposal; at least one flush toilet per household required by building code
- Affordability—White Hawk reserves the right to reject a design on the grounds that (a) the member building it cannot qualify for financing to pay for it, or (b) the potential resale price of the dwelling would be so high that the community might be unable to find a buyer at a future time.

**NYS Building Code Regulations (Home Size & Features)**
- R304.1 Minimum Area: At least one habitable room >= 120 sq ft
- R304.2 Other Rooms: Other habitable rooms, except kitchens >= 70 sq ft
- R304.3 Height Effect: Area under sloped ceilings below 5’ not counted as habitable
- R305.1 Minimum Height: Habitable rooms 7’6” min; hallways, corridors, toilet rooms, laundry rooms 7’ min; bathrooms 6’8” over fixtures
- R306.1 Toilet Facilities: Every unit (ex. owner-occupied one-family, subject to approval of code enforcement) must have water closet/lavatory and bathtub/shower.
- R306.2 Kitchen: Every unit (ex. owner-occupied one-family, subject to approval of code enforcement) must have kitchen area with sink.
- R306.3 Sewage Disposal: All plumbing fixtures connected to sanitary sewer or approved private sewage disposal system.
- R404.4.1 Area for sleeping purposes: Every bedroom >= 70 sq ft for one person, or >= 50 sq ft/person for more than one person
- R404.4.4 Prohibited occupancy: Kitchens and nonhabitable spaces shall not be used for sleeping purposes.
- R404.5 Overcrowding  
  1-2 occupants: no living room or dining room requirement; kitchen >= 50 sq ft  
  3-5 occupants: living room >= 120 sq ft, dining room >= 80 sq ft, kitchen >= 50 sq ft  
  6+ occupants: living room >=150 sq ft, dining room >= 100 sq ft, kitchen >= 60 sq ft  
- R404.5.2 Combined spaces: living room/dining room may be combined if they meet total area requirement  
- R404.6 Efficiency unit: 1-2 occupants >= 220 sq ft; 3 occupants >= 320 sq ft; separate bathroom

**Non-Required Guidelines, Suggestions, and Resources**

**Material Selection**
- The long-term costs of energy efficiency, reliability of service, and durability should be factored in when you are selecting materials.
- Local products are preferred if cost and availability permit. For wood, products should be certified by Forest Stewardship Council (preferable to SFI and PEFC).
- Reclaimed/recycled materials are supported, but should be looked at carefully. They may be more costly, and sometimes are not what they claim to be.
- Natural materials are generally preferred to manufactured ones because the latter generally have more toxic chemicals and higher energy input. There are notable
exceptions where the lifetime of the manufactured material or the energy savings it provides over its lifetime outweigh the initial energy requirement.

- **Volatile Organic Compounds** (VOCs) are a particular recognized class of chemicals whose effects can range from innocuous to hazardous. Many traditional building products emit VOCs including formaldehyde, and VOCs are thought to be a contributor to **sick building syndrome**. In general, low-VOC materials should be selected; however, even natural, untreated wood emits some VOCs so this guideline must be considered advisor.

**Foundations**

- Systems that reduce embodied energy and surface heat losses are preferred compared to conventional poured or block foundations.
- Slab-on-grade with option for radiant floor heating is preferred to a basement, because the extra thermal mass under the primary living space helps retain the heat captured by passive solar design. However, some houses are being designed with basements, which may have advantages for cool storage of produce, or in reducing the size required for the main floors by moving less frequently used features down below.
- For foundation walls, **insulating concrete forms** (ICFs) are generally preferred because they greatly reduce heat losses. (This is an example of manufactured materials that typically provide a return on energy invested.)
- A typical construction might be a reinforced 4” concrete slab on a washed gravel substrate, with the required vent stack for radon mitigation. The slab would also be thickened and reinforced at load points, and might include 2” insulation.
- Pre-cast foundations are also supported.
- Earth-bermed walls are an option, but there may be some limitations on what can be done with the slope of the land and the first-floor elevation (FFE) while still maintaining appropriate storm-water runoff and a gravity fed sewer system. (The latter issue can sometimes be overcome with a **pump**.)

**Framing**

- A variety of techniques that meet the insulation requirements (R-25) are being used or considered for the village. The follow are some options that have been extensively researched and tested.
- **Structural insulated panels** (SIPs) for walls (and roofs where appropriate) – these are prefabricated panels that combine insulation with wood sheathing; compared to wood framing, the materials cost more but the assembly labor is less so the overall cost can come out nearly the same. This may not be appropriate for those who are trying to avoid VOCs. The sheathing for SIPs is often made from oriented strand board (OSB) but can also be exterior-grade plywood.
- Advanced timber framing techniques (e.g. double 2x4” stud wall on single plate, other designs that conserve wood), insulated with dry or spray-applied cellulose. These techniques have an advantage in materials cost and can be done with very few artificial chemicals – even the fire retardant commonly used with cellulose (boric acid) is relatively harmless to humans (harmful to termites and other woodboring insects, but that’s a good thing inside your walls). Care has to be taken to guarantee the insulation value – old fashioned wood frame construction with fiberglass is unlikely to be sufficient.
- Hybrid **straw bale construction** with timber framing and stucco or plaster is another option that easily meets and exceeds the insulation requirements. Care must be taken, especially with multi-story dwellings, to ensure adequate load-bearing characteristics; this is usually easier to achieve with timber framing than with load-bearing bales. Code
approval is a critical issue here, as acceptance of this type of construction varies from one municipality to the next.

- **Aerated autoclaved concrete** (AAC) is another technology to consider, which provides high structural strength (up to 1200 PSI) combined with good insulation value and interesting architectural possibilities (carved arches, etc.)
- Roof construction (joists and rafters) is typically done with engineered wood I-beams/open web trusses or dimension lumber where appropriate. Sheathing is typically roofing-grade OSB.
- A raised heel truss or dropped soffit design permits full insulation of attic perimeter.
- SIPs may also be used for roofing and roof insulation, but there have been some concerns about fire resistance that should be considered.
- 25° slope (5:12) on south roof face is ideal for grid-linked photovoltaics (PV) and prime season hot water but has high snow loading; 45° slope (12:12) preferred for off-grid PV with lower snow loading. A different optimization may be appropriate for hot water heating than for PV. We encourage a slope in this range for the south-facing wall to support initial or future addition of these features (by you, or a future owner of the home).
- Various combinations of slopes and styles such as shed, hip, gambrel, etc. are possible. Flat roofs, however, are generally discouraged (except for small areas) because they are more costly to build and harder to maintain.
- While some residents will build traditional rectangular ‘saltbox’ houses, others may be interested in round houses, domes, etc. Each may have particular advantages and disadvantages that you should consider, but all of these are possible. Some things to think about while evaluating this are the distance to the lot lines, the angle of the sun, the labor and material waste involved in construction, and the open or closed nature of the interior plan.

**Insulation and Air Sealing**

- As listed in the requirements careful attention should be paid to sealing potential sites of air leakage, and all houses tested with blower door prior to occupation. The goal is less than 1 in² leakage area per 100 ft² of building envelope, as this helps ensure that heat stays inside in the winter and outside in the summer.
- An interior vapor barrier is usually required, such as 4-6 mil polyethylene with joints taped and sealed. An exterior wind wrap is also typically 15# building paper; joints taped and sealed.
- Beyond the requirements above, insulation may be appropriate for some interior walls as well. If present, an attic hatch may have a lower insulation value than the rest of the attic – R-20 is typical.

**Exteriors:**

- If using siding, the two advantageous materials are local 1 x 6 pine/hemlock (allowed to naturally weather) and **fiber-cement siding**. Some building techniques, such as exterior straw bales or AAC, may call for other types of exteriors such as stuccos or plasters.
- A variety of roofing materials are possible. One of the most popular is ribbed enameled steel sheet (on 2x4” purlins). Recycled rubber products are also available – they are eco-friendly and durable but expensive. Standing seam metal roof construction may have some benefits in durability, but can be labor-intensive to install.
- **Green or “living” roofs** are supported, but may require extra attention to framing to support the additional weight. They have many advantages in insulation, thermal mass, reducing runoff, etc.
Exterior Windows and Doors

- All windows must be Energy Star rated for the “Northern” climate zone, which requires a U-value of 0.35 or less. This generally requires at least double-paned, argon-filled glazing; triple-paned options may meet the requirement without the argon fill gas.
- There are many window manufacturers to choose from. Pella makes several lines of windows that meet the above requirements. Their Proline windows are durable and relatively cost effective; other Pella clad windows are pricier but offer additional architectural features. For damp locations, Pella offers Impervia (fiberglass) or ThermaStar (vinyl) lines that may be more appropriate.
- There are many window styles to choose from, such as casement, double-hung, single-hung, awning, sliding, or fixed depending on the application.
  - Casement and awning windows have advantages over hung and sliding windows in egress conditions, because the vent area is nearly the same as the frame area.
  - Single- and double-hung windows may be more versatile, because they can accommodate window fans (they can close down around them), shutters (which would be hit by the swing of a window that opened out), and other features.
  - Some casement and awning windows have mechanical mechanisms that can break down.
  - Fixed windows offer the best insulation, air infiltration, and water tightness, but can never be used alone in bedrooms due to egress requirements.
- Low-e coatings tuned to solar exposure are generally desirable to prevent excess solar gain during the summer.
- Interior or exterior insulating blinds/shutters may be available.
- Doors follow many of the same criteria as windows. They should be insulated, may be wood or metal, and generally should have low-e, double pane glass. Storm and screen doors are optional.
- Window-to-floor ratios of 15% to 18% help ensure sufficient light while keeping the passive solar gain of the house at a comfortable level. Often people seek out large amounts of light, only to discover that their houses overheat during the summer. Percentages above 15% may require even lower U-values to meet the IECC requirements.

Interior

- Paint/finish: low-VOC (volatile organic compound) latex paint and urethane finish are preferred. Other finishes may be necessary or appropriate depending on your wall construction.
- Most framing techniques (SIPs, timber frame, and some straw bale designs) require interior wall surfaces to be installed. Gypsum wallboard is the most common solution, but other possibilities can be considered.
- Trim is often made of wood, though there are other options. For example, some companies including Wire Tracks and Wire Trak build cable runs that can be installed in place of baseboard or crown molding for convenient wiring.
- Sub-flooring is generally made from exterior-grade plywood or OSB.
- Finish flooring is generally the occupant’s choice. For wood flooring as for wood in general, local, certified wood is preferred, but other options may be considered. Natural linoleum is recommended for bathrooms as an extremely durable, hypoallergenic, water-resistant option that is made from renewable resources. Tile is an option as well, but more expensive and prone to cracking with both impact and floor settling.
Heating/Ventilation

- Gas-fired boilers for hot water heating are supported. All gas heating appliances should be Energy Star rated, sealed combustion, and at least 90% efficient. This is typically achieved through the use of a so-called “side-arm” unit which has a boiler and a separate storage tank. (It is worth bearing in mind that while natural gas is currently cheap, this is a result of dirty hydrofracking activities across the US.)
- High efficiency wood or pellet stoves will be allowed in limited numbers – we do not have a set policy on the total number, so this is on a case-by-case basis at the present time. Any such stoves must meet or exceed EPA Phase II particulate emissions limits; all new heating stoves and older stoves manufactured since July 1990 meet these requirements, but many new stoves are significantly better. Very few kitchen cooking stoves meet the EPA limits. A company called The Chimney Sweep has a great resource for comparing different wood stove models, but most stoves can be purchased locally. (Hearthstone and Vermont Castings both manufacture stoves in the northeast.)
- Geothermal heating (and cooling) is supported, but care must be taken with the surge power consumption of the compressors. One possible arrangement is to have multiple houses share a single compressor, or to have separate compressors with an interlock mechanism that ensures they do not start simultaneously.
- For heat distribution, hydronic (water-filled) baseboard radiators are the most common solution. Radiant slab heating is also encouraged where practical and affordable. Hot air is another option, but is generally less efficient and may be more costly to install. Metering should be done with electronic zone valves.
- Electric heating is discouraged due to line losses and other considerations, unless the home is highly insulated and thus requires little additional energy for heating.
- By a consensus decision, the community has agreed that central air conditioning should be limited to no more than 10% of the households, unless an exception is granted. We expect these households will be limited to cases of medical necessity.
- Bathroom ventilation is required by code. Ultra-quiet Panasonic bathroom fans, with automatic controls and manual boost switch are one good option. For kitchen exhaust, a separate range hood may be installed.
- Intake vents in bedrooms and other living areas provide make-up air. Doors should be undercut or transfer grills installed to facilitate airflow between rooms.
- For duplex units, the preferred implementation for heat and domestic hot water (DHW) is a single boiler and indirect-fired DHW system shared between units, located on a common wall.

Plumbing/Sewers/Domestic Hot Water

- Low-flow showerheads, faucets, and toilets are required. Composting toilets are also supported, but it is our understanding that at least one flush toilet per household is required by the building code.
- For DHW, there are two good options: an indirect-fired water tank attached to the gas-fired heating boiler, and roof or ground-mounted solar DHW. Rough-in plumbing for solar hot water at the time of construction is preferred, even if this is not initially being used, because this is very difficult to add at a later date.
- Among the choices for solar thermal collectors, evacuated tubes provide a much more efficient mechanism for solar heat collection, and readily replaceable components. In contrast, traditional “flat plate” collectors are simpler and often a lower initial cost, but more prone to freezing and other wear-and-tear.
- Parallel “gray-water” plumbing is supported, but due to current zoning restrictions, this water must be fed into the main sewer before leaving the house. Some households are
still considering this option because of the difficulty of retrofitting this later if the regulations change. Systems for capturing heat from gray-water, however, are fair game in any case.

- Rainwater collection from roofs is also supported, but there is no village-wide system in place for this at this time.

**Lighting and Appliances**

- Fluorescent lights are strongly preferred over incandescents. Many countries and more recently several states have either banned or are considering banning incandescent bulbs, and so it is wise to prepare for this possibility in NY as well. Hard-wired, electronically ballasted fluorescent lamps may be most appropriate for high use fixtures, while compact fluorescents may be more convenient for general use. LED lighting is supported, but still a very costly option.

- Appliances for which Energy-Star ratings are given (including refrigerators, clothes washers, dishwashers, freezers, A/C, dehumidifiers, and air cleaners) must be Energy Star rated if installed.

- Gas cooktops and ranges are preferred over electric ones because of efficiency and the sizing of the village electric. If electric appliances are used, halogen or induction cooktops are preferred because they are generally more efficient. It may be worth noting that cooking appliances are not rated by Energy Star.

- The village plans to have shared clothes washers/dryers available in the Common House once that is built. However, some families may need or want their own laundry facilities, especially if they have small children and possibly cloth diapers. In addition, before the Common House is built, some households may install washers/dryers that they will share with other members; some of these may eventually be moved to the Common House if desired.

**Other Options**

There are many other options you might choose for your home. In the pages that follow is a bibliography of various resources that may be helpful in stimulating ideas and learning about some of the available technologies.

- Photovoltaic (PV) panels are a great idea if you can afford them. Keep in mind that if you run a grid-tied system you will qualify for far more rebates than an off-grid system, which could amount to as much as 50% of your purchase price. There are also options for leasing PV systems. If you can’t mount them on your roof, it is wise to think carefully about the layout of your property, because you don’t want to block your view or that of your neighbor with a large ground-mounted PV array.

**Bibliography and List of Technologies**

- Rubble foundations
- Post and beam construction
- Corn cob walls
- Domes: monolithic and sectional
- Foam-in-place insulation
- Attached greenhouses
- Mirror and fiber-optic light pipes
- House Plans

Eco-Business Links: [http://www.ecobusinesslinks.com/house_plans.htm](http://www.ecobusinesslinks.com/house_plans.htm)


Yurts:
Saving costs on home building: [http://www.simplehome.com/cost.html](http://www.simplehome.com/cost.html)
Salvaged/reclaimed materials:
Shave Brothers in Auburn: [http://www.shaverbrothers.com/index.html](http://www.shaverbrothers.com/index.html)
Significant Elements in Ithaca: [http://www.significantelements.org/significant_elem.htm](http://www.significantelements.org/significant_elem.htm)
Workshops:
Photovoltaic design course: [http://www.solenergy.org/html/Catalog-of-Courses/PV301-Description.html](http://www.solenergy.org/html/Catalog-of-Courses/PV301-Description.html)
Centurion lights from Nightscaping: [http://www.nightscaping.com/centurion.htm](http://www.nightscaping.com/centurion.htm)
Low Impact Development Center: [http://www.lid-stormwater.net/index.html](http://www.lid-stormwater.net/index.html)
Trombè walls and passive heat storage tubes: [http://www.thenaturalhome.com/passivestuff.html#heatstorage](http://www.thenaturalhome.com/passivestuff.html#heatstorage)
EarthPlay offers “Earth Friendly” children’s play areas: [http://earthplay.net/](http://earthplay.net/)
Farm and garden supplies
Cold-hardy seeds from Fedco: [http://www.fedcoseeds.com/](http://www.fedcoseeds.com/)
Cold-climate fruit/nut trees from St. Lawrence Nurseries: [http://www.sln.potsdam.ny.us/](http://www.sln.potsdam.ny.us/)
Mother Earth News articles:
B-1
HEAT, HOT WATER, UTILITY PROJECTIONS

The Cooperative Property requires no heat, water or sewer service. Electricity is used for:

(a) Operation of water well pumps;
(b) Operation of septic discharge pumps; and
(c) Operation of water treatment facility.

The collective annual utility expense for the Cooperative Property is $245.00.
**Account Summary**

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This amount will be deducted from your bank account on 12/27/17.

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

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**Commercial**

See details beginning on page 3

See messages on page 2

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Think of the minutes, money and natural resources you'll save by doing business online or by phone 24/7.

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Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030

NYSEG DETAILED ACCOUNT ACTIVITY

Electricity Service - Nonresidential
Electricity Rate - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Service from:</th>
<th>11/01/17 - 12/01/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>PoD ID:</td>
<td>N01000059671735</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>12/01/17</td>
<td>11/01/17</td>
<td>33</td>
<td>33 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Usage</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>33 kwh</td>
<td>@ 0.04298</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>33 kwh</td>
<td>@ -0.006881</td>
</tr>
<tr>
<td>Reliability support svc. chg.</td>
<td>33 kwh</td>
<td>@ -0.00053613</td>
</tr>
<tr>
<td>NY state assessment</td>
<td>33 kwh</td>
<td>@ 0.000959</td>
</tr>
<tr>
<td>SBC charge</td>
<td>33 kwh</td>
<td>@ 0.005997</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $19.04

Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Usage</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>33 kwh</td>
<td>@ 0.04232485</td>
</tr>
<tr>
<td>Merchant function charge - Nov</td>
<td>31 kwh</td>
<td>@ 0.002997</td>
</tr>
<tr>
<td>Merchant function charge - Dec</td>
<td>2 kwh</td>
<td>@ 0.003089</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $1.50

Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>@ 4.0000%</td>
<td>0.82</td>
</tr>
<tr>
<td>County sales tax</td>
<td>@ 2.5000%</td>
<td>0.51</td>
</tr>
<tr>
<td>City sales tax</td>
<td>@ 1.5000%</td>
<td>0.31</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $1.64

Total Electricity Cost $22.18

Total Energy Charges $22.18

Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/04/17 Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>12/04/17 Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges $0.87
**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**Next Scheduled Read Date:** On or about January 31, 2018

### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$24.92</td>
</tr>
<tr>
<td>Payments received as of 12/01/17</td>
<td>-24.92</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>28.67</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 12/27/17.

$30.54

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

---

**Commercial**

See details beginning on page 3

See messages on page 2

---

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---

Please return bottom portion with your payment. Make checks payable to NYSEG.
### Service Address:
6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-8030

### NYSEG Detailed Account Activity

#### Electricity Service - Nonresidential
#### Electricity Rate - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>12/01/17</td>
<td>5112 A</td>
<td>5001 E</td>
<td>111</td>
<td>111 kwh</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reliability support svc. chg.</td>
<td>$0.00</td>
</tr>
<tr>
<td>NY state assessment</td>
<td>$0.00</td>
</tr>
<tr>
<td>SBC charge</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery: $22.44

### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Supply charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Merchant function charge - Nov</td>
<td>$0.00</td>
</tr>
<tr>
<td>Merchant function charge - Dec</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply: $5.03

### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>County sales tax</td>
<td>$0.00</td>
</tr>
<tr>
<td>City sales tax</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges: $2.20

Total Electricity Cost: $29.67

### Total Energy Charges

Total Energy Charges: $29.67

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/04/17 Payment &amp; billing svc. charge</td>
<td>$0.81</td>
</tr>
<tr>
<td>12/04/17 Payment &amp; billing svc. charge sales tax</td>
<td>$0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges: $0.87
**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**Next Scheduled Read Date:** On or about January 31, 2018

### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$23.05</td>
</tr>
<tr>
<td>Payments received as of 01/04/18</td>
<td>-23.05</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>20.77</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 01/28/18.</strong></td>
<td>$21.64</td>
</tr>
</tbody>
</table>

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---

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---

Please return bottom portion with your payment. Make checks payable to NYSEG.
### Service Address:
6 WHITE HAWK LN, ITHACA NY 14850-9030

### Statement Date:
January 05, 2018

### Electricity Service - Nonresidential
**Electricity Rate - 12006 NYSEG Supply Service**

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>01/02/18</td>
<td>12/02/17</td>
<td>18</td>
<td>18 kwh</td>
<td>32 days</td>
</tr>
</tbody>
</table>

**Type of read:** A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

- **Basic service charge**: 17.60
- **Delivery charge**: 0.77
- **Transition charge**: -0.02
- **Revenue decoupling mech**: -0.11
- **NY state assessment**: 0.02
- **SBC charge - Dec**: 0.10
- **SBC charge - Jan**: 0.10

**Subtotal Electricity Delivery**: $18.37

### Electricity Supply Charges

- **Supply charge**: 0.80
- **Merchant function charge - Dec**: 0.05
- **Merchant function charge - Jan**: 0.01

**Subtotal Electricity Supply**: $0.86

### Electricity Taxes and Surcharges

- **State sales tax**: 0.77
- **County sales tax**: 0.48
- **City sales tax**: 0.29

**Subtotal Electricity Taxes and Surcharges**: $1.54

### Total Electricity Cost

**$20.77**

### Total Energy Charges

**$20.77**

### Miscellaneous Charges

- **01/05/18 Payment & billing svcs charge**: 0.81
- **01/05/18 Payment & billing svcs charge sales tax**: 0.06

**Total Miscellaneous Charges**: $0.87
**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**Next Scheduled Read Date:** On or about January 31, 2018

### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$30.54</td>
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<tr>
<td>Payments received as of 01/04/18</td>
<td>-30.54</td>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>22.33</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 01/28/18.</strong></td>
<td><strong>$23.20</strong></td>
</tr>
</tbody>
</table>

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---

**Account Number:** 10034502707

**Late Fee After:** 01/28/18

**Due Upon Receipt:** $23.20

**Amount Paid:** AUTOPAY
**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

**Service from:** 12/02/17 - 01/02/18

**PoD ID:** N01000060108834

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>01/02/18</td>
<td>5146</td>
<td>12/02/17</td>
<td>5112</td>
<td>34</td>
<td>34 kwh</td>
<td>32 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

- Basic service charge: 17.60
- Delivery charge: 34 kwh @ 0.04298 = 1.46
- Transition charge: 34 kwh @ -0.00126043 = -0.04
- Revenue decoupling mech: 34 kwh @ -0.005881 = -0.20
- NY state assessment: 31 kwh @ 0.000959 = 0.03
- SBC charge - Dec: 31 kwh @ 0.005997 = 0.19
- SBC charge - Jan: 3 kwh @ 0.006332 = 0.02

Subtotal Electricity Delivery $19.06

**Electricity Supply Charges**

- Supply charge: 34 kwh @ 0.04431461 = 1.51
- Merchant function charge - Dec: 31 kwh @ 0.003069 = 0.10
- Merchant function charge - Jan: 3 kwh @ 0.000345 = 0.01

Subtotal Electricity Supply $1.62

**Electricity Taxes and Surcharges**

- State sales tax: @ 4.0000% = 0.82
- County sales tax: @ 2.5000% = 0.52
- City sales tax: @ 1.5000% = 0.31

Subtotal Electricity Taxes and Surcharges $1.65

**Total Electricity Cost** $22.33

**Total Energy Charges** $22.33

**Miscellaneous Charges**

- 01/05/18 Payment & billing svcs charge: 0.81
- 01/05/18 Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges** $0.87
### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$21.64</td>
</tr>
<tr>
<td>Payments received as of 01/31/18</td>
<td>-21.64</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>21.63</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 02/24/18.</strong></td>
<td><strong>$22.50</strong></td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

---

**See details beginning on page 3**

**See messages on page 2**

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---

Please return bottom portion with your payment. Make checks payable to NYSEG.
**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

**Service from:** 01/03/18 - 01/30/18

**PoD ID:** N01000059671735

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>01/30/18</td>
<td>2379 A</td>
<td>01/03/18</td>
<td>2353 E</td>
<td>26 kwh</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

- Basic service charge: 17.60
- Delivery charge: 26 kwh @ 0.04298 = 1.12
- Transition charge: 26 kwh @ -0.000292 = -0.01
- Revenue decoupling mech: 26 kwh @ -0.005881 = -0.15
- SBC charge: 26 kwh @ 0.006332 = 0.16

Subtotal Electricity Delivery: $18.72

**Electricity Supply Charges**

- Supply charge: 26 kwh @ 0.04734894 = 1.23
- Merchant function charge: 26 kwh @ 0.003045 = 0.08

Subtotal Electricity Supply: $1.31

**Electricity Taxes and Surcharges**

- State sales tax: @ 4.0000% = 0.80
- County sales tax: @ 2.5000% = 0.50
- City sales tax: @ 1.5000% = 0.30

Subtotal Electricity Taxes and Surcharges: $1.60

**Total Electricity Cost**

$21.63

**Total Energy Charges**

$21.63

**Miscellaneous Charges**

- 02/01/18 Payment & billing svcs charge: 0.81
- 02/01/18 Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges**

$0.87
Railroad

NYSEG

Service Address: 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

Next Scheduled Read Date: On or about April 02, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$23.20</td>
</tr>
<tr>
<td>Payments received as of 01/31/18</td>
<td>-23.20</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>86.78</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

Commercial

See details beginning on page 3
See messages on page 2

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P.O. BOX 847812
BOSTON, MA 02284-7812

AV 01 038252 659958170 A**5DG7

WHITEHAWK
ATTN GREG NELSON
6 WHITE HAWK LN
ITHACA NY 14850-9030

Account Number
10034502707
Late Fee After
02/24/18
Due Upon Receipt
$87.65
Amount Paid
AUTOPAY

Please do not write below this line.
**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

**Service from:** 01/03/18 - 01/30/18

**PoD ID:** N01000060108834

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>01/30/18</td>
<td>5817</td>
<td>01/03/18</td>
<td>5146</td>
<td>671</td>
<td>671 kwh</td>
<td>28 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

- **Basic service charge:**
  - 00672714: 17.60
- **Delivery charge:**
  - 671 kwh: 28.84
- **Transition charge:**
  - 671 kwh: -0.20
- **Revenue decoupling mech:**
  - 671 kwh: -3.95
- **SBC charge:**
  - 671 kwh: 4.25

**Subtotal Electricity Delivery** $46.54

### Electricity Supply Charges

- **Supply charge:**
  - 671 kwh: 31.77
- **Merchant function charge:**
  - 671 kwh: 2.04

**Subtotal Electricity Supply** $33.81

### Electricity Taxes and Surcharges

- **State sales tax:**
  - @ 4.0000%
  - 3.21
- **County sales tax:**
  - @ 2.5000%
  - 2.01
- **City sales tax:**
  - @ 1.5000%
  - 1.21

**Subtotal Electricity Taxes and Surcharges** $6.43

### Total Electricity Cost

- **Total Electricity Cost** $86.78

### Total Energy Charges

- **Total Energy Charges** $86.78

### Miscellaneous Charges

- **02/01/18** Payment & billing svcs charge: 0.81
- **02/01/18** Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges** $0.87
Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about April 02, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$22.50</td>
</tr>
<tr>
<td>Payments received as of 03/05/18</td>
<td>-22.50</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>21.16</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td>This amount will be deducted from your bank account on 03/29/18:</td>
<td>$22.03</td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

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Please return bottom portion with your payment. Make checks payable to NYSEG.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>10030859184</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Upon Receipt</td>
<td>$22.03</td>
</tr>
<tr>
<td>Amount Paid</td>
<td>AUTOPAY</td>
</tr>
</tbody>
</table>

Please do not write below this line.
Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030

NYSEG DETAILED ACCOUNT ACTIVITY

Electricity Service - Nonresidential
Electricity Rate - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>03/01/18</td>
<td>2402 E</td>
<td>01/31/18</td>
<td>2379 A</td>
<td>23</td>
<td>23 kwh</td>
<td>30 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery charge</td>
<td>23 kwh</td>
<td>@ 0.04298</td>
<td>9.99</td>
</tr>
<tr>
<td>Transition charge</td>
<td>23 kwh</td>
<td>@ -0.00510644</td>
<td>-0.12</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>23 kwh</td>
<td>@ -0.005881</td>
<td>-0.14</td>
</tr>
<tr>
<td>SBC charge</td>
<td>23 kwh</td>
<td>@ 0.006332</td>
<td>0.15</td>
</tr>
<tr>
<td><strong>Subtotal Electricity Delivery</strong></td>
<td></td>
<td></td>
<td><strong>$18.48</strong></td>
</tr>
</tbody>
</table>

Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>23 kwh</td>
<td>@ 0.04503047</td>
<td>1.04</td>
</tr>
<tr>
<td>Merchant function charge - Feb</td>
<td>22 kwh</td>
<td>@ 0.002997</td>
<td>0.07</td>
</tr>
<tr>
<td>Merchant function charge - Mar</td>
<td>1 kwh</td>
<td>@ 0.002995</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Subtotal Electricity Supply</strong></td>
<td></td>
<td></td>
<td><strong>$1.11</strong></td>
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</tbody>
</table>

Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>4.0000%</td>
<td>0.79</td>
</tr>
<tr>
<td>County sales tax</td>
<td>2.5000%</td>
<td>0.49</td>
</tr>
<tr>
<td>City sales tax</td>
<td>1.5000%</td>
<td>0.29</td>
</tr>
<tr>
<td><strong>Subtotal Electricity Taxes and Surcharges</strong></td>
<td></td>
<td><strong>$1.57</strong></td>
</tr>
</tbody>
</table>

Total Electricity Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Electricity Cost</strong></td>
<td><strong>$21.16</strong></td>
</tr>
</tbody>
</table>

Total Energy Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Energy Charges</strong></td>
<td><strong>$21.16</strong></td>
</tr>
</tbody>
</table>

Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/06/18 Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>03/06/18 Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
<tr>
<td><strong>Total Miscellaneous Charges</strong></td>
<td><strong>$0.87</strong></td>
</tr>
</tbody>
</table>
Service Address: 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about April 02, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$87.65</td>
</tr>
<tr>
<td>Payments received as of 03/05/18</td>
<td>-87.65</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>25.90</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td>Total</td>
<td>$26.77</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 03/29/18.

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

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Please return bottom portion with your payment. Make checks payable to NYSEG.
### Electricity Service - Nonresidential

#### Service from: 01/31/18 - 03/01/18

#### PoD ID: N01000060108834

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>03/01/18</td>
<td>5891 E</td>
<td>01/31/18</td>
<td>5817 A</td>
<td>-74</td>
<td>74 kWh</td>
<td>30 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

---

#### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>kwh @</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td>74</td>
<td>0.04298</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>74</td>
<td>-0.00510644</td>
<td>-0.38</td>
</tr>
<tr>
<td>Transition charge</td>
<td>74</td>
<td>-0.005881</td>
<td>-0.44</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>74</td>
<td>0.008332</td>
<td>0.47</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery: $20.43

---

#### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>kwh @</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>74</td>
<td>0.04503047</td>
<td>3.33</td>
</tr>
<tr>
<td>Merchant function charge - Jan</td>
<td>2</td>
<td>0.003045</td>
<td>0.01</td>
</tr>
<tr>
<td>Merchant function charge - Feb</td>
<td>68</td>
<td>0.00297</td>
<td>0.20</td>
</tr>
<tr>
<td>Merchant function charge - Mar</td>
<td>3</td>
<td>0.002995</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply: $3.55

---

#### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>@</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>4.0000%</td>
<td></td>
<td>0.96</td>
</tr>
<tr>
<td>County sales tax</td>
<td>2.5000%</td>
<td></td>
<td>0.60</td>
</tr>
<tr>
<td>City sales tax</td>
<td>1.5000%</td>
<td></td>
<td>0.36</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges: $1.92

---

**Total Electricity Cost**: $25.90

---

#### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/06/18 Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>03/06/18 Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges: $0.87
Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about June 01, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$22.03</td>
</tr>
<tr>
<td>Payments received as of 04/03/18</td>
<td>-22.03</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>23.25</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 04/27/18. $24.12

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

Please return bottom portion with your payment. Make checks payable to NYSEG.
## Electricity Service - Nonresidential

### Electricity Rate - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>04/03/18</td>
<td>03/02/18</td>
<td>43</td>
<td>43 kwh</td>
<td>33 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

- Basic service charge: 17.60
- Delivery charge: 1.85
- Transition charge: 0.06
- Revenue decoupling mech: -0.25
- SBC charge: 0.27

Subtotal Electricity Delivery: $19.53

### Electricity Supply Charges

- Supply charge: 43 kwh @ 0.04353008: 1.87
- Merchant function charge - Mar: 39 kwh @ 0.002995: 0.12
- Merchant function charge - Apr: 4 kwh @ 0.003048: 0.01

Subtotal Electricity Supply: $2.00

### Electricity Taxes and Surcharges

- State sales tax @ 4.0000%: 0.86
- County sales tax @ 2.5000%: 0.54
- City sales tax @ 1.5000%: 0.32

Subtotal Electricity Taxes and Surcharges: $1.72

### Total Electricity Cost

$23.25

### Total Energy Charges

$23.25

### Miscellaneous Charges

- 04/04/18 Payment & billing svcs charge: 0.81
- 04/04/18 Payment & billing svcs charge sales tax: 0.06

Total Miscellaneous Charges: $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$26.77</td>
</tr>
<tr>
<td>Payments received as of 04/03/18</td>
<td>-26.77</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>69.22</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 04/27/18.

$70.09

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Commercial

See details beginning on page 3

See messages on page 2

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Please return bottom portion with your payment. Make checks payable to NYSEG.
**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>04/03/18</td>
<td>6400</td>
<td>03/02/18</td>
<td>5891 E</td>
<td>509</td>
<td>509 kwh</td>
<td>33 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>21.88</td>
</tr>
<tr>
<td>Transition charge</td>
<td>0.70</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>-2.99</td>
</tr>
<tr>
<td>SBC charge</td>
<td>3.22</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $40.41

**Electricity Supply Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>22.16</td>
</tr>
<tr>
<td>Merchant function charge - Mar</td>
<td>1.38</td>
</tr>
<tr>
<td>Merchant function charge - Apr</td>
<td>0.14</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $23.68

**Electricity Taxes and Surcharges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>2.57</td>
</tr>
<tr>
<td>County sales tax</td>
<td>1.60</td>
</tr>
<tr>
<td>City sales tax</td>
<td>0.96</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $5.13

**Total Electricity Cost** $69.22

**Total Energy Charges** $69.22

**Miscellaneous Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/04/18</td>
<td>0.91</td>
</tr>
<tr>
<td>04/04/18</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges** $0.87
## Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
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<tr>
<td>Payments received as of 05/03/18</td>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
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<tr>
<td>Energy charges</td>
<td>25.05</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 05/27/18.</strong></td>
<td><strong>$25.92</strong></td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

---

### Commercial

See details beginning on page 3

See messages on page 2

---

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---

Please return bottom portion with your payment. Make checks payable to NYSEG.
**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030  
**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**  
**Electricity Rate -** 12006 NYSEG Supply Service  
**Service from:** 04/04/18 - 05/01/18  
**PoD ID:** N01000059671735

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>05/01/18</td>
<td>2489 E</td>
<td>04/04/18</td>
<td>2445 A</td>
<td>44</td>
<td>44 kwh</td>
<td>28 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate/Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td></td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge - Apr</td>
<td>42 kwh</td>
<td>@ 0.04298</td>
<td>1.81</td>
</tr>
<tr>
<td>Delivery charge - May</td>
<td>2 kwh</td>
<td>@ 0.04746</td>
<td>0.09</td>
</tr>
<tr>
<td>Transition charge</td>
<td>44 kwh</td>
<td>@ -0.00264303</td>
<td>-0.12</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>44 kwh</td>
<td>@ -0.005881</td>
<td>-0.26</td>
</tr>
<tr>
<td>SBC charge</td>
<td>44 kwh</td>
<td>@ 0.006332</td>
<td>0.28</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $19.40

### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate/Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>44 kwh</td>
<td>@ 0.08290904</td>
<td>3.65</td>
</tr>
<tr>
<td>Merchant function charge - Apr</td>
<td>42 kwh</td>
<td>@ 0.003048</td>
<td>0.13</td>
</tr>
<tr>
<td>Merchant function charge - May</td>
<td>2 kwh</td>
<td>@ 0.00281</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $3.79

### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate/Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>@ 4.0000%</td>
<td>0.93</td>
</tr>
<tr>
<td>County sales tax</td>
<td>@ 2.5000%</td>
<td>0.58</td>
</tr>
<tr>
<td>City sales tax</td>
<td>@ 1.5000%</td>
<td>0.35</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $1.86

### Total Electric Cost

$25.05

### Total Energy Charges

$25.05

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/04/18 Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>05/04/18 Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges $0.87
**Account Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$70.09</td>
</tr>
<tr>
<td>Payments received as of 05/03/18</td>
<td>-70.09</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>25.88</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 05/27/18.</strong></td>
<td>$26.75</td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

---

**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030  
**Next Scheduled Read Date:** On or about June 01, 2018

---

**Commercial**

See details beginning on page 3  
See messages on page 2

---

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---

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**NYSEG**

Service Address: 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>05/01/18</td>
<td>6450 E</td>
<td>04/04/18</td>
<td>6400 A</td>
<td>50</td>
<td>50 kwh</td>
<td>28 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>kW</th>
<th>@</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td>@ 0.04298</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge - Apr</td>
<td>48</td>
<td>@ 0.04746</td>
<td>2.06</td>
</tr>
<tr>
<td>Delivery charge - May</td>
<td>2</td>
<td>@ 0.00264303</td>
<td>0.09</td>
</tr>
<tr>
<td>Transition charge</td>
<td>50</td>
<td>@ -0.005681</td>
<td>-0.29</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>50</td>
<td>@ 0.008332</td>
<td>0.32</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $19.65

**Electricity Supply Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>kW</th>
<th>@</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>50</td>
<td>@ 0.08290904</td>
<td>4.15</td>
</tr>
<tr>
<td>Merchant function charge - Apr</td>
<td>48</td>
<td>@ 0.003048</td>
<td>0.15</td>
</tr>
<tr>
<td>Merchant function charge - May</td>
<td>2</td>
<td>@ 0.00281</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $4.31

**Electricity Taxes and Surcharges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>@ 4.0000%</td>
<td>0.96</td>
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<tr>
<td>County sales tax</td>
<td>@ 2.5000%</td>
<td>0.60</td>
</tr>
<tr>
<td>City sales tax</td>
<td>@ 1.5000%</td>
<td>0.36</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $1.92

**Total Electricity Cost** $25.88

**Total Energy Charges** $25.88

**Miscellaneous Charges**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/04/18</td>
<td>Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>05/04/18</td>
<td>Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges** $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$25.92</td>
</tr>
<tr>
<td>Payments received as of 06/01/18</td>
<td>$25.92</td>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>20.02</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td>This amount will be deducted from your bank account on 06/27/18</td>
<td>$20.89</td>
</tr>
</tbody>
</table>

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**NYSEG**

**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Service from:</th>
<th>05/02/18 - 06/01/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>PoD ID:</td>
<td>N01000059671735</td>
</tr>
</tbody>
</table>

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Read</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Read</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>06/01/18</td>
<td>2498 A</td>
<td>05/02/18</td>
<td>2489 E</td>
<td>9</td>
<td>9 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

- Basic service charge: 17.60
- Delivery charge: 0.43
- Transition charge: 0.08
- Revenue decoupling mech: -0.05
- SBC charge: 0.06

Subtotal Electricity Delivery: $18.12

**Electricity Supply Charges**

- Supply charge: 0.40
- Merchant function charge - May: 0.02
- Merchant function charge - Jun: 0.00

Subtotal Electricity Supply: $0.42

**Electricity Taxes and Surcharges**

- State sales tax: 0.74
- County sales tax: 0.46
- City sales tax: 0.28

Subtotal Electricity Taxes and Surcharges: $1.48

**Total Electricity Cost:** $20.02

**Total Energy Charges:** $20.02

**Miscellaneous Charges**

- 06/04/18 Payment & billing svcs charge: 0.81
- 06/04/18 Payment & billing svcs charge sales tax: 0.06

Total Miscellaneous Charges: $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$26.75</td>
</tr>
<tr>
<td>Payments received as of 06/01/18</td>
<td>-26.75</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>47.51</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 06/27/18</strong></td>
<td><strong>$48.38</strong></td>
</tr>
</tbody>
</table>

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---

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**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read</th>
<th>Previous Meter Read</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>06/01/18 6706 A</td>
<td>05/02/18 6450 E</td>
<td>256</td>
<td>256 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

- Basic service charge: 17.60
- Delivery charge: 12.15
- Transition charge: 2.14
- Revenue decoupling mech: -1.51
- SBC charge: 1.62

Subtotal Electricity Delivery: $32.00

**Electricity Supply Charges**

- Supply charge: 11.28
- Merchant function charge - May: 0.69
- Merchant function charge - Jun: 0.02

Subtotal Electricity Supply: $11.99

**Electricity Taxes and Surcharges**

- State sales tax: 1.76
- County sales tax: 1.10
- City sales tax: 0.66

Subtotal Electricity Taxes and Surcharges: $3.52

**Total Electricity Cost:** $47.51

**Total Energy Charges:** $47.51

**Miscellaneous Charges**

- 06/04/18 Payment & billing svcs charge: 0.81
- 06/04/18 Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges:** $0.87
Account Summary

Previous invoice $20.89
Payments received as of 07/05/18 $-20.89
Balance forward 0.00
Energy charges 21.59
Miscellaneous charges 0.87

This amount will be deducted from your bank account on 07/29/18 $22.46

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

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Please return bottom portion with your payment. Make checks payable to NYSEG.
**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**Service from:** 06/02/18 - 07/02/18

**PoD ID:** N01000059671735

### Electricity Service - Nonresidential

**Electricity Rate -** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>07/02/18</td>
<td>06/02/18</td>
<td>24</td>
<td>24 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

**Type of read:** A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>1.14</td>
</tr>
<tr>
<td>Transition charge</td>
<td>0.07</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>-0.14</td>
</tr>
<tr>
<td>SBC charge</td>
<td>0.15</td>
</tr>
</tbody>
</table>

**Subtotal Electricity Delivery** $18.82

### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>1.10</td>
</tr>
<tr>
<td>Merchant function charge - Jun</td>
<td>0.06</td>
</tr>
<tr>
<td>Merchant function charge - Jul</td>
<td>0.01</td>
</tr>
</tbody>
</table>

**Subtotal Electricity Supply** $1.17

### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
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<tr>
<td>County sales tax</td>
<td>0.50</td>
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<tr>
<td>City sales tax</td>
<td>0.30</td>
</tr>
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</table>

**Subtotal Electricity Taxes and Surcharges** $1.60

### Total Electricity Cost

**Total Electricity Cost** $21.59

### Total Energy Charges

**Total Energy Charges** $21.59

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/06/18 Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>07/06/18 Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges** $0.87
Account Number: 10034502707
Statement Date: July 06, 2018
Amount Due: $37.35

Service Address: 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about August 01, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous invoice</td>
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<tr>
<td>Payments received as of 07/05/18</td>
<td>-48.38</td>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>36.48</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 07/29/18.

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Commercial
See details beginning on page 3
See messages on page 2

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Please return bottom portion with your payment. Make checks payable to NYSEG.
Service Address: 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

NYSEG DETAILED ACCOUNT ACTIVITY

Electricity Service - Nonresidential
Electricity Rate - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>07/02/18</td>
<td>6869</td>
<td>E 06/02/18</td>
<td>6706</td>
<td>163</td>
<td>163 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>7.74</td>
</tr>
<tr>
<td>Transition charge</td>
<td>0.45</td>
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<tr>
<td>Revenue decoupling mech</td>
<td>-0.95</td>
</tr>
<tr>
<td>SBC charge</td>
<td>1.03</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $25.86

Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>7.47</td>
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<tr>
<td>Merchant function charge - Jun</td>
<td>0.41</td>
</tr>
<tr>
<td>Merchant function charge - Jul</td>
<td>0.04</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $7.92

Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>@ 4.0000%</td>
<td>1.35</td>
</tr>
<tr>
<td>County sales tax</td>
<td>@ 2.5000%</td>
<td>0.84</td>
</tr>
<tr>
<td>City sales tax</td>
<td>@ 1.5000%</td>
<td>0.51</td>
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</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $2.70

Total Electricity Cost $36.48

Total Energy Charges $36.48

Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges $0.87
### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$22.46</td>
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<tr>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>20.29</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 08/25/18.</strong></td>
<td><strong>$21.16</strong></td>
</tr>
</tbody>
</table>

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---

**Commercial**

See details beginning on page 3

See messages on page 2

---

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### NYSEG Detailed Account Activity

**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**Account Number:** 1003-0859-184

**Statement Date:** August 02, 2018

**Service from:** 07/03/18 - 07/30/18

**PoD ID:** N010000059671735

#### Electricity Service - Nonresidential

**Electricity Rate:** 12006 NYSEG Supply Service

#### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>07/30/18</td>
<td>2533 A</td>
<td>07/03/18</td>
<td>2522 E</td>
<td>11</td>
<td>11 kwh</td>
<td>28 days</td>
</tr>
</tbody>
</table>

*Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read*

**Electricity Delivery Charges**

- Basic service charge: 17.60
- Delivery charge: 0.52
- Transition charge: 0.04
- Revenue decoupling mech: -0.06
- SBC charge: 0.07

**Subtotal Electricity Delivery**

$18.17

#### Electricity Supply Charges

- Supply charge: 0.58
- Merchant function charge: 0.04

**Subtotal Electricity Supply**

$0.62

#### Electricity Taxes and Surcharges

- State sales tax: 0.75
- County sales tax: 0.47
- City sales tax: 0.28

**Subtotal Electricity Taxes and Surcharges**

$1.50

**Total Electricity Cost**

$20.29

**Total Energy Charges**

$20.29

#### Miscellaneous Charges

- 08/02/18 Payment & billing svcs charge: 0.81
- 08/02/18 Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges**

$0.87
Service Address: 6 WHITE HAWK LN BUS SHELF, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about October 01, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$37.35</td>
</tr>
<tr>
<td>Payments received as of 08/01/18</td>
<td>-37.35</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>30.27</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 08/25/18</strong></td>
<td><strong>$31.14</strong></td>
</tr>
</tbody>
</table>

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## NYSEG Detailed Account Activity

### Service Address:
6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

### Service from:
07/03/18 - 07/30/18

### NYSEG DETAILED ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>07/30/18</td>
<td>6966 A</td>
<td>07/03/18</td>
<td>6869 E</td>
<td>97</td>
<td>97 kwh</td>
<td>28 days</td>
</tr>
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</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Charge Description</th>
<th>Usage</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td></td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>97 kwh</td>
<td>@ 0.04746</td>
<td>4.60</td>
</tr>
<tr>
<td>Transition charge</td>
<td>97 kwh</td>
<td>@ 0.003356</td>
<td>0.33</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>97 kwh</td>
<td>@ -0.005881</td>
<td>-0.57</td>
</tr>
<tr>
<td>SBC charge</td>
<td>97 kwh</td>
<td>@ 0.006332</td>
<td>0.61</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery: $22.57

### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Charge Description</th>
<th>Usage</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>97 kwh</td>
<td>@ 0.0529872</td>
<td>5.14</td>
</tr>
<tr>
<td>Merchant function charge</td>
<td>97 kwh</td>
<td>@ 0.00331</td>
<td>0.32</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply: $5.46

### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Surcharge Type</th>
<th>Usage</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td></td>
<td>@ 4.0000%</td>
<td>1.12</td>
</tr>
<tr>
<td>County sales tax</td>
<td></td>
<td>@ 2.5000%</td>
<td>0.70</td>
</tr>
<tr>
<td>City sales tax</td>
<td></td>
<td>@ 1.5000%</td>
<td>0.42</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges: $2.24

### Total Electricity Cost

$30.27

### Total Energy Charges

$30.27

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/02/18</td>
<td>Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>08/02/18</td>
<td>Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Total Miscellaneous Charges: $0.87
### Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$21.16</td>
</tr>
<tr>
<td>Payments received as of 09/05/18</td>
<td>-21.16</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>20.43</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 09/29/18.</strong></td>
<td>$21.30</td>
</tr>
</tbody>
</table>

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---

**Commercial**

See details beginning on page 3

See messages on page 2

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---

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---

**NYSEG**

Account Number: 10030859184

Late Fee After: 09/29/18

Due Upon Receipt: $21.30

Amount Paid: **AUTOPAY**

---

NYSEG
P.O. BOX 847812
BOSTON, MA 02284-7812

AV 01 008712 34486F 42 A**5DGT

WHITEHAWK
ATTN GREG NELSON
6 WHITE HAWK LN
ITHACA NY 14850-9030

---

Please do not write below this line.
**NYSEG DETAILED ACCOUNT ACTIVITY**

- **Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030
- **Service from:** 07/31/18 - 08/31/18
- **PoD ID:** N01000059671735

### Electricity Service - Nonresidential

**Electricity Rate** - 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>09/31/18</td>
<td>2546</td>
<td>07/31/18</td>
<td>2533</td>
<td>13</td>
<td>13 kwh</td>
<td>32 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

#### Electricity Delivery Charges

- Basic service charge: 17.60
- Delivery charge: 0.82
- Transition charge: 0.02
- Revenue decoupling mech: -0.08
- SBC charge: 0.08

**Subtotal Electricity Delivery** $18.24

#### Electricity Supply Charges

- Supply charge: 0.04
- Merchant function charge: 0.04

**Subtotal Electricity Supply** $0.68

#### Electricity Taxes and Surcharges

- State sales tax: 0.76
- County sales tax: 0.47
- City sales tax: 0.28

**Subtotal Electricity Taxes and Surcharges** $1.51

**Total Electricity Cost** $20.43

#### Total Energy Charges $20.43

**Miscellaneous Charges**

- Payment & billing svcs charge: 0.81
- Payment & billing svcs charge sales tax: 0.06

**Total Miscellaneous Charges** $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$31.14</td>
</tr>
<tr>
<td>Payments received as of 09/05/18</td>
<td>-$31.14</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>42.39</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 09/29/18.</strong></td>
<td><strong>$43.26</strong></td>
</tr>
</tbody>
</table>

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**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

**Service from:** 07/31/18 - 08/31/18  
**PoD ID:** N01000060108834

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Reading</th>
<th>Previous Meter Read Date</th>
<th>Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>08/31/18</td>
<td>7180</td>
<td>07/31/18</td>
<td>6966</td>
<td>A 214</td>
<td>214 kwh</td>
<td>32 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

- Basic service charge: 214 kwh @ $0.04746 = $10.16
- Delivery charge: 214 kwh @ $0.00164809 = $0.35
- Transition charge: 6 kwh @ $0.005881 = $-0.04
- Revenue decoupling mech - Jul: 208 kwh @ $0.00611 = $-1.27
- Revenue decoupling mech - Aug: 214 kwh @ $0.006332 = $1.36

Subtotal Electricity Delivery: $28.16

**Electricity Supply Charges**

- Supply charge: 214 kwh @ $0.04898638 = $10.48
- Merchant function charge - Jul: 6 kwh @ $0.00331 = $0.02
- Merchant function charge - Aug: 208 kwh @ $0.0028119 = $0.59

Subtotal Electricity Supply: $11.09

**Electricity Taxes and Surcharges**

- State sales tax: 4.0000% = $1.57
- County sales tax: 2.5000% = $0.98
- City sales tax: 1.5000% = $0.59

Subtotal Electricity Taxes and Surcharges: $3.14

**Total Electricity Cost:** $42.39

**Total Energy Charges:** $42.39

**Miscellaneous Charges**

- 09/06/18 Payment & billing svcs charge: $0.81
- 09/06/18 Payment & billing svcs charge sales tax: $0.06

**Total Miscellaneous Charges:** $0.87
Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030
Next Scheduled Read Date: On or about December 03, 2018

Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous Invoice</td>
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<tr>
<td>Payments received as of 10/01/18</td>
<td>-21.30</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>24.52</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 10/25/18.</strong></td>
<td><strong>$25.39</strong></td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

---

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Service Address: 6 WHITE HAWK LN, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**  
**Electricity Rate** - 12006 NYSEG Supply Service  
Service from: 09/01/18 - 10/01/18  
PoD ID: N01000059671735

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>10/01/18</td>
<td>2596 A</td>
<td>09/01/18</td>
<td>2546 E</td>
<td>50</td>
<td>50 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Kwh</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td></td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge - Sep</td>
<td>48</td>
<td>0.04746</td>
<td>2.28</td>
</tr>
<tr>
<td>Delivery charge - Oct</td>
<td>2</td>
<td>0.04446</td>
<td>0.09</td>
</tr>
<tr>
<td>Transition charge</td>
<td>50</td>
<td>0.002503</td>
<td>0.13</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>50</td>
<td>-0.00611</td>
<td>-0.31</td>
</tr>
<tr>
<td>SBC charge</td>
<td>50</td>
<td>0.006332</td>
<td>0.32</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $20.11

### Electricity Supply Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Kwh</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>50</td>
<td>0.04886982</td>
<td>2.44</td>
</tr>
<tr>
<td>Merchant function charge - Sep</td>
<td>48</td>
<td>0.002853</td>
<td>0.14</td>
</tr>
<tr>
<td>Merchant function charge - Oct</td>
<td>2</td>
<td>0.002904</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $2.59

### Electricity Taxes and Surcharges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>4.0000%</td>
<td>0.91</td>
</tr>
<tr>
<td>County sales tax</td>
<td>2.5000%</td>
<td>0.57</td>
</tr>
<tr>
<td>City sales tax</td>
<td>1.5000%</td>
<td>0.34</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $1.82

**Total Electricity Cost** $24.52

### Total Energy Charges

$24.52

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/02/18</td>
<td>Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>10/02/18</td>
<td>Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges** $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>$43.26</td>
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<tr>
<td>Payments received as of 10/01/18</td>
<td>-$43.26</td>
</tr>
<tr>
<td>Balance forward</td>
<td>$0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>$19.76</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>$0.87</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20.63</strong></td>
</tr>
</tbody>
</table>

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---

Commercial

See details beginning on page 3
See messages on page 2

---

Please do not write below this line.
### Electricity Service - Nonresidential

**Electricity Rate -** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0672714</td>
<td>10/01/18</td>
<td>7167 A</td>
<td>09/01/18</td>
<td>7180 E</td>
<td>7</td>
<td>7 kwh</td>
<td>31 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

- Basic service charge: $17.60
- Delivery charge - Sep: 6 kWh @ 0.04746
- Delivery charge - Oct: 1 kWh @ 0.04446
- Transition charge: 7 kWh @ 0.00250319
- Revenue decoupling mech: 7 kWh @ -0.00611
- SBC charge: 7 kWh @ 0.006332

Subtotal Electricity Delivery $17.94

### Electricity Supply Charges

- Supply charge: 7 kWh @ 0.04886982
- Merchant function charge - Sep: 6 kWh @ 0.0002853
- Merchant function charge - Oct: 1 kWh @ 0.002904

Subtotal Electricity Supply $0.36

### Electricity Taxes and Surcharges

- State sales tax: @ 4.0000%
- County sales tax: @ 2.5000%
- City sales tax: @ 1.5000%

Subtotal Electricity Taxes and Surcharges $1.46

### Total Electricity Cost $19.76

### Total Energy Charges $19.76

### Miscellaneous Charges

- 10/02/18 Payment & billing svcs charge: $0.81
- 10/02/18 Payment & billing svcs charge sales tax: $0.06

Total Miscellaneous Charges $0.87
Account Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
<td>$25.39</td>
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<tr>
<td>Payments received as of 11/02/18</td>
<td>-25.39</td>
</tr>
<tr>
<td>Balance forward</td>
<td>0.00</td>
</tr>
<tr>
<td>Energy charges</td>
<td>21.29</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
</tbody>
</table>

This amount will be deducted from your bank account on 11/28/18. $22.16

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.

Think of the minutes, money and natural resources you'll save by doing business online or by phone 24/7.

Visit nyseg.com to:
- View and pay your bill online
- Submit and view meter readings
- Enroll and manage budget billing
- Enroll in Autopay

Call our self-service line at 1.800.800.2275 for billing information, provide a meter reading and to pay by phone.

Add $1, $2, or $5 to your payment to make a tax-deductible donation to NYSEG and RG&E Project SHARE Heating Fund. Learn more at nyseg.com.

Please return bottom portion with your payment. Make checks payable to NYSEG.

Please do not write below this line.
**Service Address:** 6 WHITE HAWK LN, ITHACA NY 14850-9030

**NYSEG DETAILED ACCOUNT ACTIVITY**

**Electricity Service - Nonresidential**

**Electricity Rate -** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Previous Meter Read Date</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00657801</td>
<td>10/31/18</td>
<td>10/02/18</td>
<td>22</td>
<td>22 kwh</td>
<td>30 days</td>
</tr>
</tbody>
</table>

Type of read: A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

**Electricity Delivery Charges**

<table>
<thead>
<tr>
<th>Type</th>
<th>kwh</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic service charge</td>
<td></td>
<td>0.04446</td>
<td>17.60</td>
</tr>
<tr>
<td>Delivery charge</td>
<td>22</td>
<td>0.00679</td>
<td>0.98</td>
</tr>
<tr>
<td>Transition charge</td>
<td>22</td>
<td>-0.00611</td>
<td>-0.13</td>
</tr>
<tr>
<td>Revenue decoupling mech</td>
<td>22</td>
<td>0.006332</td>
<td>0.14</td>
</tr>
</tbody>
</table>

Subtotal Electricity Delivery $18.60

**Electricity Supply Charges**

<table>
<thead>
<tr>
<th>Type</th>
<th>kwh</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply charge</td>
<td>22</td>
<td>0.04760427</td>
<td>1.05</td>
</tr>
<tr>
<td>Merchant function charge</td>
<td>22</td>
<td>0.002904</td>
<td>0.06</td>
</tr>
</tbody>
</table>

Subtotal Electricity Supply $1.11

**Electricity Taxes and Surcharges**

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State sales tax</td>
<td>@ 4.0000%</td>
<td>0.79</td>
</tr>
<tr>
<td>County sales tax</td>
<td>@ 2.5000%</td>
<td>0.49</td>
</tr>
<tr>
<td>City sales tax</td>
<td>@ 1.5000%</td>
<td>0.30</td>
</tr>
</tbody>
</table>

Subtotal Electricity Taxes and Surcharges $1.58

**Total Electricity Cost** $21.29

**Total Energy Charges** $21.29

**Miscellaneous Charges**

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/05/18</td>
<td>Payment &amp; billing svc's charge</td>
<td>0.81</td>
</tr>
<tr>
<td>11/05/18</td>
<td>Payment &amp; billing svc's charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges** $0.87
**Account Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous invoice</td>
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<tr>
<td>Payments received as of 11/02/18</td>
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<tr>
<td>Balance forward</td>
<td>0.00</td>
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<tr>
<td>Energy charges</td>
<td>27.51</td>
</tr>
<tr>
<td>Miscellaneous charges</td>
<td>0.87</td>
</tr>
<tr>
<td><strong>This amount will be deducted from your bank account on 11/28/18.</strong></td>
<td><strong>$28.38</strong></td>
</tr>
</tbody>
</table>

To avoid a 1.5% late payment charge, please ensure payment is received by the date displayed below.
### NYSEG Detailed Account Activity

**Service Address:** 6 WHITE HAWK LN BUS SHELT, ITHACA NY 14850-9030

**Service from:** 10/02/18 - 10/31/18

**PoD ID:** NO1000060108834

### Electricity Service - Nonresidential

**Electricity Rate:** 12006 NYSEG Supply Service

<table>
<thead>
<tr>
<th>Meter Number</th>
<th>Current Meter Read Date</th>
<th>Current Meter Reading</th>
<th>Previous Meter Read Date</th>
<th>Previous Meter Reading</th>
<th>Reading Difference</th>
<th>Billed Usage</th>
<th>Billing Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>00672714</td>
<td>10/31/18</td>
<td>7269 E</td>
<td>10/02/18</td>
<td>7187 A</td>
<td>82</td>
<td>82 kWh</td>
<td>30 days</td>
</tr>
</tbody>
</table>

**Type of read:** A - Actual, E - Estimate, C - Customer, R - Remote and N - No read

### Electricity Delivery Charges

- **Basic service charge:** $17.60
- **Delivery charge:** 82 kWh @ 0.04446 = $3.65
- **Transition charge:** 82 kWh @ 0.000679 = $0.06
- **Revenue decoupling mech:** 82 kWh @ -0.00611 = $-0.60
- **SBC charge:** 82 kWh @ 0.006332 = $0.52

**Subtotal Electricity Delivery:** $21.33

### Electricity Supply Charges

- **Supply charge:** 82 kWh @ 0.04760427 = $3.90
- **Merchant function charge:** 82 kWh @ 0.002904 = $0.24

**Subtotal Electricity Supply:** $4.14

### Electricity Taxes and Surcharges

- **State sales tax:** @ 4.0000% = $1.02
- **County sales tax:** @ 2.5000% = $0.64
- **City sales tax:** @ 1.5000% = $0.38

**Subtotal Electricity Taxes and Surcharges:** $2.04

### Total Electricity Cost

$27.51

### Total Energy Charges

$27.51

### Miscellaneous Charges

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/05/18</td>
<td>Payment &amp; billing svcs charge</td>
<td>0.81</td>
</tr>
<tr>
<td>11/05/18</td>
<td>Payment &amp; billing svcs charge sales tax</td>
<td>0.06</td>
</tr>
</tbody>
</table>

**Total Miscellaneous Charges:** $0.87
B-2
CERTIFICATE OF TITLE ISSUED BY

STEWARD TITLE INSURANCE COMPANY

Certifies to the proposed insured named in Schedule A that an Examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and/or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefore are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBERANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Countersigned by:

Authorized Signature       Date

Hancock Estabrook LLP
Company
Syracuse, NY
City, State
Redated:

Authorized Signature       Date

Julie Curlen
President

Denise Carraux
Corporate Secretary

TITLE #
Stewart Title
Insurance Company

Proposed Insured:

Borrower/Purchaser: White Hawk Ecovillage Community, Inc.

Mortgagee:

Amount of Insurance:

Fee $449,489.00
Mortgage $.00

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, Description (subject to the liens, encumbrances and other matters, if any, set forth in this certificate) may be conveyed and/or mortgaged by:

TITLE VESTED IN:
White Hawk Ecovillage Community, Inc. by virtue of Warranty Deed executed by Red Tail, LLC to White Hawk Ecovillage Community, Inc. dated June 11, 2018 and recorded in the Tompkins County Clerk's Office on August 31, 2018 as Instrument No. 2018-09911.

Premises described herein are known as: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850

County: Tompkins
Town/City: Ithaca
Incorporated Village: 
District: 
Section: 
Block: 
Lot:

Any questions regarding this report, please contact:

H Hancock Estabrook LLP
100 Madison Street
1500 AXA Tower I
Syracuse, NY 13202
(315) 565-4500.
Stewart Title Insurance Company

Schedule A Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:
BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 35.20 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;
THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;
THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;
THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;
THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;
THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;
THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;
THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;
THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;
THENCE running SOUTH 80 degrees 18 minutes 45 seconds EAST, and passing through an iron pipe at 61.00 feet, and an iron pin at 1,007.54 feet, a total distance of 2,147.33 feet to a point marked by an iron pin;
THENCE running NORTH 88 degrees 27 minutes 43 seconds EAST a distance of 617.80 feet to a point marked by an iron pin in the west line of Danby Road;
THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 329.87 feet to a point;
THENCE running NORTH 81 degrees 28 minutes 36 seconds WEST, and passing through the remains of a concrete monument at 10.0 feet, a total distance of 242.71 feet to a point located 0.4 feet northerly of an old fence post;
THENCE running NORTH 78 degrees 01 minutes 34 seconds WEST a distance of 186.00 feet to a point marked by an iron pin;
THENCE running SOUTH 09 degrees 31 minutes 12 seconds EAST a distance of 413.18 feet to a point marked by an iron pin;
THENCE running SOUTH 79 degrees 15 minutes 34 seconds EAST, and passing through an iron pin at 417.68 feet, a total distance of 418.98 feet to a point in the west line of Danby Road;
THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 316.55 feet to a point marked by an iron pin;
SCHEDULE A (continued)
THENCE running SOUTH 84 degrees 55 minutes 14 seconds WEST a distance of 134.79 feet to a point marked by an iron pin;
THENCE running SOUTH 03 degrees 34 minutes 48 seconds EAST, and passing through an iron pin at 5.00 feet, a total distance of 165.00 feet to a point marked by an iron pin;
THENCE running NORTH 84 degrees 55 minutes 14 seconds EAST a distance of 147.61 feet to a point marked by an iron pin in the west line Danby Road;
THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 184.32 feet to the point or place of beginning.
The above-described premises are improved by one or two-family residential dwellings commonly known as 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14 & 29 White Hawk Lane, Ithaca, New York 14850 and are currently designated by the Town of Danby tax parcels numbers 7-1-68 and 7.1-1-1 through - 32.
SCHEDULE B

SECTION I

MATTERS TO BE DISPOSED OF ON OR BEFORE CLOSING OF TRANSACTION. THESE MATTERS WILL APPEAR ON OUR POLICY AS EXCEPTIONS FROM COVERAGE UNLESS DISPOSED OF TO THE SATISFACTION OF STEWART TITLE INSURANCE COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVE PRIOR TO OR ON THE DATE OF CLOSING.

1. Continuation of all searches to date of closing.

2. Proper execution, delivery and recordation of conveyance and/or Mortgage necessary to consummate the transaction contemplated herein.

3. Lien Clause pursuant to Section 13 of Lien Law in all Deeds and Mortgages to be recorded.

4. Furnish proof that the premises have no partial or full exemption from Real Property Taxes.
The following matters are expressly excluded from the coverage of the policy to be issued, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Loan Policy Covered Risk 11, 13, or 14 or Owner's Policy Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage (Loan Policy) or the Title (Owner's Policy).

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated (Loan Policy Only).

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law (Loan Policy Only).

SEE SCHEDULE B II (CONTINUED)
SCHEDULE B

SECTION II (CONTINUED)

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage (Loan Policy) or vesting the Title as shown in Schedule A (Owner's Policy), is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of the policy (Loan Policy) or in Covered Risk 9 of the policy (Owner's Policy).

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer that vests the Title as shown in Schedule A (Owner's Policy) or Insured Mortgage (Loan Policy), in the Public Records. This Exclusion does not modify or limit the coverage provided under Loan Policy Covered Risk 11(b).

8. Subject to any state of facts an inspection of the premises would show (Owner's Policy Only).

9. Rights of lessees or any parties in possession of the premises other than the insured or owner (Owner's Policy Only).

10. Any state of facts an inspection of the premises would show.

11. Rights of lessees or any parties in possession of the premises other than the insured or owner.

12. Survey maps entitled "Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" and "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York," both prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, both dated May 11, 2016, copies of which are intended to be filed concurrently with the deed to the insured, show either one or two-family homes, a gravel roadway and parking area, a bridge, ponds, sheds, wells, a well house, and a silo.

13. The rights of the public in, to, over and across the portion of the above-described premises lying within the bounds of the public highway.

14. Easements for gas pipelines as shown on the survey maps referenced herein [as a reference for possible affecting easements recorded in the Tompkins County Clerk's Office, see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334].

16. An easement granted to New York State Electric & Gas Corporation by instrument dated March 9, 1949 and recorded May 17, 1949 in the Tompkins County Clerk's Office in Liber 320 of Deeds at page 446, but only insofar as it may affect the above-described premises.


19. An easement granted to New York State Electric & Gas Corporation by instrument dated November 6, 2007 and recorded January 28, 2008 in the Tompkins County Clerk's Office as Instrument No. 520943-019.


21. The terms set forth in the "White Hawk Ecovillage Membership Guidelines and Agreements" referenced in the "Declaration of Covenants and Restrictions of White Hawk Ecovillage" dated August 11, 2008 and recorded the same day in the Tompkins County Clerk's Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk's Office as Instrument No. 2014-00270.

22. An easement granted by Seven Circles, LLC to the Town of Danby by instrument dated September 10, 2010 and recorded January 19, 2011 in the Tompkins County Clerk's Office as Instrument No. 570312-001, which easement allows for access in order to install and maintain a monitoring well on the above-described premises; as modified by Agreement dated April 23, 2013 and recorded February 27, 2014 in the Tompkins County Clerk's Office as Instrument No. 2014-02169.


24. The rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced herein.

25. The minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced herein.
26. SUBJECT TO the terms of a certain Encroachment Agreement by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded December 6, 2017 in Tompkins County Inst. No. 2017-13923.

27. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the premises.

To: White Hawk Ecovillage Community, Inc.

Buying property identified as: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

You may obtain an Owner's Policy of Title Insurance which provides title insurance to you. If you request it at this time the total premium for both policies will be $2,048.00. This is an additional $1,798.00 above the cost of the Lender's Policy.

If you are uncertain as to whether you should obtain an Owner's Policy of title insurance, you are urged to seek independent advice.

STEWART TITLE INSURANCE COMPANY

[___] I/We do request an Owner's Policy of title insurance.

[___] I/We do not request an Owner's Policy of title insurance.

Date: ___________________________ Buyer: ___________________________

TIRSA Notice of Availability (9/1/93)
STEWART TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
STEWART TITLE INSURANCE COMPANY

POLICY AND ENDORSEMENT FORMS

For property identified as: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850

☐ ALTA Loan Policy (06/17/06) with Standard NY Endorsement

☑ ALTA Owners Policy (06/17/06)

☑ 13 - Leasehold-Owners
☑ 15 - Nonimputation-Full Equity Transfer
☑ 19 - Contiguity-Multiple Parcels
☑ Standard NY Endorsement - Owners
☑ TIRSA - Sames as Survey
☑ Waiver of Arbitration - Owners

PREMIUMS

Loan Policy ... $0.00
Owners Policy $449,489.00... $1,798.00

13  50.00
15  50.00
19  50.00
NYO  .00
SAME SURVEY  50.00
WAIVERO  50.00

*** Total Premium $2,048.00
CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE PREMIUMS, FEES, AND SERVICE CHARGES

This Statement should be attached to all final invoices.

Date: ____________________________

Title No.
The Property: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850
To: White Hawk Ecovillage Community, Inc.

I acknowledge that I have reviewed the premium calculations, fees and service charges being charged to me. I acknowledge that these charges have been explained to me and that I understand them as set forth on this memorandum.

NOTE: You are required to sign this memorandum of acknowledgment pursuant to New York State Insurance Law.

TO BE SIGNED BY BUYER/BORROWER

__________________________________________________________
Buyer/Borrower/Seller/Lenders Representative

__________________________________________________________
Buyer/Borrower/Seller/Lenders Representative
CONSUMER NOTICES AND DISCLOSURES AS REQUIRED PURSUANT TO NEW YORK INSURANCE LAW:

Date: ____________________________
Title No.
The Property: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850
To: White Hawk Ecovillage Community, Inc.

Theses disclosure and Notices are for the purposes of compliance with New York Insurance law and do not alter or change the coverage’s, exceptions, exclusions, or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.
Multiple Exception Affidavit

State of New York )

STEWART TITLE INSURANCE COMPANY )

County of Tompkins ) Title No.

____________________ and ____________________

each being duly sworn, deposes and says:

1. I (We) have not been known by any other name(s) for the past ten (10) years except ____________________

2. The judgments or liens, if any, returned in the above-captioned report of title are not against me (us), but against a person(s) of the same or similar name and that I/We have not filed bankruptcy under any other name or in any other state except as returned in the above-referenced title report, and that there are no judgments or Federal Tax Liens against me (us) in any jurisdiction.

3. I (We) am (are) the same person(s) names as the Grantee(s) in a Deed recorded in Liber/Reel ___ Pg ____.

4. I am the same person entitled to the ____________ exemption as stated in the above-captioned title report.

5. There are no leases conferring rights of possession to any tenant; there are no persons in possession and no one has the right of possession to the premises as tenant or for any other reason.

6. That We/I have owned the property described in the above -referenced title report since _______ and that our ownership has been peaceable and undisturbed and I/we have no knowledge of any other parties’ claim to an interest in this property, except as set forth in the above referenced title report.

7. That I/we know of no other financing which will affect the property described in the above-referenced title report and I/We have not executed any instrument that is not disclosed by the above referenced title report.

8. ____________ (Initial to include) FOR CITY OF NY ONLY.

8A. That to the best of my (our) knowledge, there has been no work performed at the property by the City of New York, or any demand made by the City of New York for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance Emergency Repair.

8B. To the best of my (our) knowledge, there are no street vaults, or if there are street vaults, any and all vault taxes have been paid to date.
8C. That to the best of my (our) knowledge, there have been no repairs performed by the Emergency Service Division of the Department of Rent and Housing Maintenance of the City of New York.

9. ___________ (Initial to include) FOR CORPORATION/LLC

9A. That said resolutions/Operating agreements/certificate of incorporation attached hereto are valid and no changes to said instruments have been made.

9B. That the General Business tax to the City of New York/NYS Franchise Tax is paid to date/not due (Circle Applicable) Except as set forth in the attached Indemnity Agreement.

(CONTINUED ON NEXT PAGE)
10. This affidavit has been executed and delivered in order to induce Stewart Title Insurance Company to remove certain possible exceptions to title set forth in the above captioned title report and to issues its policy of title insurance covering said property knowing that it will rely on the statements made herein.

11. OTHER: __________________________________________

________________________________________

Current/Forwarding Address

________________________________________

________________________________________

Sworn to before me this day of , 200

________________________________________
Purchaser's/Mortgagor's Affidavit
Home Equity Theft Prevention Act

STATE OF NEW YORK )
COUNTY OF Tompkins ) ss
Hawk Lane, Ithaca, NY 14850

Premises: Danby Road 2, 3, 5-14 & 29 White

The undersigned, does hereby swear, depose and state as follows:

I/We am/are not by virtue of this or any previous transaction an "Equity Purchaser" as such term is defined in the Home Equity Theft Prevention Act (RPL 265-a) for the reasons set forth below: (Please check as many as are applicable):

____ I/We will use the Premises set forth above as my primary residence.

____ I am ____ spouse, ____ parent, ____ grandparent, ____ child, ____ grandchild or ____ sibling of the Equity Seller or ____ such person's spouse.

____ I/We am/are purchaser(s) from the referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law.

____ The purchaser is a not-for-profit housing organization or a public housing agency.

____ The purchase is by order or judgment of a Court.

____ The purchase is authorized by statute.

I/We make this Affidavit in order to induce ____________ and Stewart Title Insurance Company (hereinafter together referred to the "Companies") knowing they are relying upon the statements made herein, and are fully entitled to rely upon, the veracity of the statements herein contained as a basis for the issuance of the title policy(ies) under the Title Number(s) referenced above and that they would not do so without this affidavit. I/We hereby agree to protect, defend, indemnify and hold the Companies forever harmless from any loss, liens, claims and costs (including, but not limited to courts costs, legal fees and expenses) which the Companies may incur as a result of the Companies' reliance upon this Affidavit.

Given under my hand and seal this ___ day of ______________, 20__.

__________________________________________
__________________________________________

__________________________

Sworn to before me on ________________________

__________________________________________

Notary Public
Hancock Estabrook LLP

Closer’s Check List

1. □ Do you have a copy of the ID for the file
2. □ Do you have an attendance list
3. □ Have you called for a contin
4. □ Have you verified payoff
6. □ Did you complete Report of Closing

Document Review

Deed

1. □ Does Seller match name on title report
2. □ Do you have a mailing address? No PO Box
3. □ Does the buyer match the parties executing the mortgage if any
4. □ Does Legal Description match Legal in Title report
5. □ Are there a minimum of 1/2 inch margins on the document
6. □ Is the deed legible
7. □ Is the deed signed
8. □ Do you have the proper form of acknowledgment
9. □ Did you notarize the deed
10. □ Is the record and return properly filled in
11. □ Is the section, block, lot and town/county filled in
12. □ Did you collect recording fees $___________

TP-584/RPT

1. □ Do you have complete names and address of Grantor and Grantee
2. □ Does the address match the deed
3. □ Do you have SS/Fed ID numbers for all parties
4. □ Is the Section Block and Lot, Town, County filled in and correct
5. □ Is the consideration correct
6. □ Does the consideration match the RP-5217
7. □ Is the TP-584 signed by all parties
8. □ Did you collect filing fees $___________

RP-5217 JNYCRP$217
1. □ Are the address and parties filed in
2. □ Is the date of contact and date of conveyance filled in
3. □ Is the Equalization signed
4. □ Did you collect filing fees $___________
Mortgages/CEM

1. □ Do the mortgagors exactly match the buyers or the certified owners on the title report
2. □ Does the mortgage recite an address
3. □ Does the document have ½ inch margins
4. □ Is the mortgage legible
5. □ Are all the signature lines signed
6. □ Is the mortgage notarized
7. □ Do you have a correct form of acknowledgement
8. □ Is the maximum amount of the mortgage the amount you have calculated your mortgage tax on
9. □ Is this a 1-4 family dwelling or another dwelling and do you have the correct mortgage tax
10. □ Is the address correct
11. □ Does the mortgage recite the section, block and lot
12. □ For CEM's- Is the mortgage chain correct
13. □ For CEM's- Do I need a 255 affidavit
   a. □ Does the 255 affidavit correctly reflect the mortgage recording chain, mortgage tax
   b. □ Is the 255 signed and notarized
14. □ Did you collect mortgage tax and recording fees

Assignments

1. □ Does the assignment reflect the correct mortgage chain as set forth in the title report
2. □ Does the assignment reflect the last holder of record
3. □ Did you collect recording fees $_______________
4. □ Is the assignment properly notarized

Satisfactions

1. □ Is the mortgage being satisfied by the last holder of record
2. □ Does the satisfaction recite the correct mortgage of chain
3. □ Did you collect recording fees
4. □ Is the satisfaction properly notarized

Powers of Attorney

1. □ Did you contact Company counsel for approval to take Power
2. □ Do you have a full force and effect Affidavit
3. □ Did you contact the Grantor of the power
4. □ Is the Power signed
5. □ Does the power have the correct assignment
6. □ Are there ½ inch margins
7. □ Is the Power legible
8. □ Does the power grant the appropriate powers to the attorney in fact
9. □ Are the documents executed with the power correctly signed

Payoff's

1. □ Did you verify payoff amount
2. □ Do you have payoff affidavit completed
3. □ Did you send a copy of mortgage schedule with payoff
4. □ Did you include proofs of payoff in the closing package

Escrow

1. □ Have you verified tax amounts
2. □ Do you have a completed escrow agreement

Closer's Package must be in the following order

- Checks with title bill
- Closer's Invoice
- Escrow Agreement
- Marked Reports
- Report of Closing
- Photo ID
- Affidavits
- Proofs, if any
- Evidence of payoff
- Documents for recording

Closer

Closer Name  (Please Print)

________________________________________________________________________

Closer Signature  Date

Closer's Checklist  Page 4 of 4
TAX SEARCH

Some item returned herein may have been paid but payment not officially posted. Receipted bills should be produced on closing. Policy does not insure against items not a lien up to the date of the policy, not for installments for assessments due after date of this policy. Policy does not insure against pending assignments.

If premises are benefited by a Real Estate Tax Abatement, personal to an exempt owner, additional taxes may accrue or may have accrued due to a change in ownership or possession. Any restored taxes from the date of transfer of title or possession from the exempt owner, must be fixed and paid prior to closing of title.

Tax Map No.:
Property Address: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850
Class Code:
Total Assessed Value:
School District:
Exemptions:

Town and County Taxes

Yearly Total -

A. Unpaid water and/or sewer charges, if any.

FOR MORE INFORMATION:

The policy does not insure against water meter and sewer rental charges accruing since date of last reading, nor charge which may have accrued prior thereto which charges are entered subsequent to the date of closing.

The policy does not insure against building purpose, water frontage charges or sewer charges entered subsequent to the date of policy which may have been reassessed for period prior to the date of closing.
Stewart Title Insurance Company

Title No: 116471-00001

MUNICIPAL DEPARTMENT SEARCHES AND BANKRUPTCY SEARCHES

Any searches or returns herein are furnished FOR INFORMATION ONLY. They will not be insured and the company assumes no liability for the accuracy thereof. They will NOT BE CONTINUED to the date of closing.

The following searches are attached:

In New York City, if there is a STREET VAULT, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain IT IS NOT INSURED, nor does the Company insure that the vault charges have been paid.
SURVEY EXCEPTIONS

1. Any state of facts an inspection of the premises would show.

2. Rights of lessees or any parties in possession of the premises other than the insured or owner.

3. Survey maps entitled "Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" and "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York," both prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, both dated May 11, 2016, copies of which are intended to be filed concurrently with the deed to the insured, show either one or two-family homes, a gravel roadway and parking area, a bridge, ponds, sheds, wells, a well house, and a silo.

4. The rights of the public in, to, over and across the portion of the above-described premises lying within the bounds of the public highway.

5. Easements for gas pipelines as shown on the survey maps referenced herein [as a reference for possible affecting easements recorded in the Tompkins County Clerk's Office, see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334].


7. An easement granted to New York State Electric & Gas Corporation by instrument dated March 9, 1949 and recorded May 17, 1949 in the Tompkins County Clerk's Office in Liber 320 of Deeds at page 446, but only insofar as it may affect the above-described premises.


10. An easement granted to New York State Electric & Gas Corporation by instrument dated November 6, 2007 and recorded January 28, 2008 in the Tompkins County Clerk's Office as Instrument No. 520943-019.

12. The terms set forth in the "White Hawk Ecovillage Membership Guidelines and Agreements" referenced in the "Declaration of Covenants and Restrictions of White Hawk Ecovillage" dated August 11, 2008 and recorded the same day in the Tompkins County Clerk's Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk's Office as Instrument No. 2014-00270.

13. An easement granted by Seven Circles, LLC to the Town of Danby by instrument dated September 10, 2010 and recorded January 19, 2011 in the Tompkins County Clerk's Office as Instrument No. 570312-001, which easement allows for access in order to install and maintain a monitoring well on the above-described premises; as modified by Agreement dated April 23, 2013 and recorded February 27, 2014 in the Tompkins County Clerk's Office as Instrument No. 2014-02169.


15. The rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced herein.

16. The minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced herein.

17. SUBJECT TO the terms of a certain Encroachment Agreement by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded December 6, 2017 in Tompkins County Inst. No. 2017-13923.

18. No title or interest is insured to any land within the lines of any highway or road entering into, running through or abutting upon the premises.
STG/STIC Request for Approval to Issue Over limits (Large) Policy or Extra Hazardous Coverage  
REQUEST FOR APPROVAL TO ISSUE POLICY

☐ Stewart Title Guaranty Company  
☐ Stewart Title Insurance Company  

Email to: Policyapprovalrequest@stewart.com  
Email to: highlightpolicy@stewart.com

Date: November 28, 2018  
Name: ____________________________  
[Name of person requesting approval]

From: Hancock Estabrook LLP, Syracuse, {COMPANY_STATE}  
[Name of Title Insurance Agent/Company/Issuing Office; Please also include City, and State]

Telephone: (315) 565-4500  
Fax: (315) 565-4600  
Email: ____________________________

Re: Title/File/Order No.: 116471-00001

Property Address: Danby Road 2, 3, 5-14 & 29 White Hawk Lane, Ithaca, NY 14850

1. Premium (MUST ONLY BE COMPLETED FOR TRANSACTIONS $15,000,000.00 AND OVER FOR STG)  
(FOR NEW YORK STATE REFER TO YOUR OVER LIMIT AMOUNT AND NYS UNDERWRITING PRACTICE)

Please specify:

(a) Total premium charge to customer for title insurance policies (excluding endorsements)  
   (In NY Premium calculation print from Stewart calculator must be included

(b) Amount of premium for title insurance policies (excluding endorsements) that will be remitted to  
   Stewart

(c) Total premium charge to customer for endorsements;

(d) Amount of premium for endorsements that will be remitted to Stewart;

(e) Total Amount of premium for title insurance policies and endorsements that will be remitted to  
   Stewart;

(f) $ per thousand premium charge to customer for title insurance policies and endorsements.  

(g) $ per thousand remitted to Stewart Title Guaranty Company for title insurance policies and  
   endorsements.

2. Title was searched and examined from __________ to __________ (please do not include  
the period covered by any Starter)

3. Starter, if any. Please specify: (a) prior Company: __________; (b) prior Effective Date: __________  
(c) Click here to enter text. Owner's Policy or Click here to enter text. Loan Policy (check one). Attach  
a copy of the Starter.

4. List the Policy Form(s), Type, Insured and Stewart's Policy amount. If Policy Form is not identified, the form will  
be the 2006 ALTA Policy. Attach a copy of Commitment(s) and any pro forma(s).

<table>
<thead>
<tr>
<th>Policy Form (e.g. 2006 ALTA)</th>
<th>Type (e.g. Loan)</th>
<th>Proposed Insured</th>
<th>Amount</th>
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</table>
5. Description of Property (e.g., undeveloped, apartments, offices, etc.):

6. Describe: (a) transaction and (b) purpose of financing (Briefly, but in detail): Click here to enter text.

7. Describe grantor/mortgagor (e.g., person, entity) and authority (e.g., power of attorney, corporate resolution, approval by shareholders, partners or members, etc.): Click here to enter text.

8A. Describe any conflict of interest or potential conflict of interest. If none, write the word "None": Click here to enter text.

8B. If the Issuing Office is an agent, please provide the names of all officers of the agent and all principals of the agent that own 10% or more of the agent Click here to enter text.

9. If endorsements are being requested, attach a list or click below: (Complete applicable State)

New York Endorsement List

ALTA Endorsement List Supplement

Louisiana Endorsement List Supplement

Pennsylvania Endorsement List Supplement

Texas Endorsement List Supplement

10. Does this file involve the following? (If applicable, write "YES" and describe the circumstances. Please note: a blank will be deemed "NO"): Choose an item. A construction loan?

Choose an item. Broken-priority (e.g., early start) or no-priority? If so, please describe underwriting: Click here to enter text. Choose an item. No broken-priority? If not, please explain: Click here to enter text.

Choose an item. Recent construction performed or completed within the lien period? If so, please describe underwriting: Click here to enter text. If not, how do you know? Click here to enter text.

Choose an item. Request for Mechanic's Lien Coverage? (Does not apply in NY) NOTE: If this transaction is a construction loan and if the total project cost (i.e., the loan amount plus other contributions) is equal to or greater than $25,000,000, please also complete STG High Liability (Over $25 Million) Mechanic's Lien Coverage Approval Request.

Choose an item. Access based solely upon an easement (i.e., is there no direct access to a dedicated public street)? If so, was title to the access easement examined and insured? Click here to enter text.

Choose an item. Lien priority based upon subordination of a lien or mortgage. If so, please explain: Click here to enter text.

Choose an item. Tidelands, filled land, submerged land, navigable waters or riparian issues

Choose an item. Insuring title to railroad property
Choose an item. Title based upon foreclosure or deed in lieu of foreclosure. (FOR NY FILL OUT THE FORCLOSURE SUPPLEMENTAL FORM)

Choose an item. Mineral coverage on commercial property in area of mineral development

Choose an item. Title derived from foreclosure or deed in lieu of foreclosure regarding a construction loan deed of trust, within the last 3 years.

Choose an item. Title derived from Short Sale (FOR NEW YORK FILL OUT THE SHORTSALE SUPPLEMENTAL FORM)

Choose an item. Easement independent of real property (i.e., an easement in gross)

Choose an item. Insured option

Choose an item. Native American (Indian) lands

Choose an item. Water rights

Choose an item. Sheriff's Sale in last 10 years (other than mortgage foreclosure)

Choose an item. Assignment or partial assignment or mortgage of a lease, easement, or other interest (if so, describe consents/approvals to be obtained) Click here to enter text.

Choose an item. Reliance upon an indemnity? If so, describe purpose and provide a copy, Click here to enter text.

Choose an item. Insuring around a recorded lien or encumbrance (e.g., by omitting, deleting or providing affirmative insurance)

Choose an item. Survey concerns (e.g., does the survey show any significant conflict or encroachment)

Choose an item. Current owner out of possession of the property

Choose an item. Commercial purchasers of fruits, vegetables, livestock, or poultry, or wholesalers or retailers of meat products. See Stewart Bulletin SLS2014001 (UNDERWRITING - The Perishable Agricultural Commodities Act (PACA) and The Packers and Stockyards Act (PSA).

Choose an item. Other extra hazardous risks, such as those shown in.

If yes to any of the above, please describe in the next section or by supplement. Click here to enter text.

11. Other unusual risks, issues and/or affirmative coverages, if any: Click here to enter text.

12. If this transaction involves co-insurance, list the co-insurers and their liability amounts/percentages: Click here to enter text.

13. This policy will be issued by (must be completed):

Click here to enter text. (a) an issuing agent authorized in the state, in compliance with state law; or

Click here to enter text. (b) direct issue/home office, in compliance with state law.
14. From our examination of the Title and the foregoing, we are of the opinion that the requested Policy complies with Company Guidelines, including, but not limited to, those on Virtual Underwriter, and can be safely issued.

The requested coverages and endorsements are allowed to be issued in the state, and the rates to be charged will comply with state requirements, and the amount remitted to the Company complies with our underwriting agreements.

Signature: ________________________________ Date: ________________________________

Title Examiner/Chief Title Officer/Closer

Printed Name: ________________________________ Title: ________________________________

IF THERE ARE ADDITIONAL MATERIAL FACTS OR SUBSTANTIVE CHANGES OF CIRCUMSTANCES OR IF ADDITIONAL COVERAGE ARE REQUESTED, YOU MUST OBTAIN WRITTEN APPROVAL. A COPY OF THE COMMITMENT OR TITLE REPORT MUST BE ATTACHED.

(Does Not Apply in NY)

This approval is NOT an approval for Reinsurance. If the Policy amount is $100,000,000.00 or larger contact our Reinsurance Department even if Reinsurance is not required, so that the transaction may be properly reported to management.

This approval form must be signed by your State, District or Division Counsel, or other Underwriter before forwarding to a Senior Underwriter.

APPROVAL Re: Title/File/Order No.: ________________________________

Based upon the information above given, approval is hereby granted to issue the Policy as requested, subject to the following:

Click here to enter text.

Issuance of policies and endorsements is subject to compliance with Underwriting Guidelines.

________________________ [Date] ______  __________________________ [Date] ______

Local/Regional/Assoc. Senior Underwriter  Senior Underwriter

________________________ [Date] ______  __________________________ [Date] ______

Senior Underwriter  Senior Underwriter

Revised: 8-25-2014

For issuing guidelines on this form, see Guidelines
Request for Policy Approval

To: STEWART TITLE
Email: HighLiPolicy@stewart.com
Fax: (212) 983-1133

Re: Title No.: 116471-00001
Policy No.:

Policy Amounts to be issued
Owner $449,489.00
Leasehold $0
Mortgage $0
Other $0

Proposed Insured
Owner: White Hawk Ecovillage
Community, Inc.
Lessee:
Mortgagee:

Property Address:
Danby Road 2, 3, 5-14 & 29 White Hawk Lane
Ithaca, New York 14850

The attached Certificate and Report of Title for the captioned transaction, which includes copies of all proposed endorsements and proposed affirmative insurance coverage, is herewith submitted for approval.

The search was run from , to
(If not a full length search, this must be explained).

The search was conducted by:
☐ another agency ☐ our employee ☐ independent examiner

Prior insurance:
Company: Date:
Title Number: Date:
Policy Amount: $ Owners Loan Other

Attached is a copy of one of the following:
☐ Survey ☐ Protraction
☐ Tax Map ☐ Other

Type of premises:
☐ Residential 1-4 ramify ☐ Co-op Building
☐ Residential 6+ ☐ Mixed Use (specify)
☐ Condo Unit ☐ Commercial
☐ Co-op Unit ☐ Industrial

********************AREA BELOW THIS LINE FOR UNDERWRITER USE ONLY********************

STEWART TITLE
Approved for issuance of policy as Submitted

By: __________________________  Date: ______________

PLEASE EMAIL OR FAX THIS FORM TOGETHER WITH THE TITLE REPORT

NY-1070 (Rev. 6/14)
Request for Policy Approval

1. Is there any indication that the seller/owner may be insolvent?  
   Yes

2. Does the transaction involve a deed in lieu of foreclosure?  
   Yes

3. Does the transaction appear to be bona fide, for full value?  
   Yes

4. Is title derived from one of the following (check where appropriate):
   Tax Foreclosure  Bankruptcy  Estate
   Adverse Possession  Divorce  Forfeiture
   Mortgage Foreclosure  Bar Claim
   If yes to any of these, have the proceedings been fully reviewed?  
   Yes

5. Is the property near or crossed by a tidal or navigable body of water or wetlands?  
   Yes

6. Do the premises abut a legally opened street or highway?  
   Yes

7. If the transaction is a Construction Loan, have you required all Mechanics' liens to be discharged before authorizing any advance?  
   Yes

8. Is there a survey of the property?  
   Yes

9. Has the survey been reviewed and has exception been taken for any gores, boundary disputes, easements, encroachments, etc.?  
   Yes

10. Does the survey agree with the tax map?  
    Yes

11. Does the survey agree with the record description?  
    Yes

12. Is the property in an Indian Claim Area?  
    Yes

13. Does the transaction to be insured involve Transferable Development Rights (TDRs), negative covenants or easements of light and air?  
    Yes

The following are other special conditions, unusual or special risks, affirmative insurance, reinsurance requirements, or other matters to be considered: (must be marked NONE if none exist)

The Company's written consent to issue, or increase the amount of, any title assurance beyond the limits set forth in the Underwriting Agreement is required prior to issuance of such title assurance. The Company's written consent is also required, regardless of the liability amount, whenever the title assurance to be issued involves a situation where a dispute as to title exists or where unusual or extraordinary title risks are concerned.

Approval for issuance of the herein requested title assurances is subject to the terms hereof and the provisions of the Underwriting Agreement. Such approval in no way alters the liability of the parties as set forth in the Underwriting Agreement as to the losses or claims arising out of issuance of such title assurances.

The matters noted on the reverse side of this request form, together with the documents accompanying this Request, have been reviewed and issuance of the above described title assurance is recommended.

Agency:

By: _________________________ Date: ________________________

PLEASE EMAIL OR FAX THIS FORM TOGETHER WITH THE TITLE REPORT

NY-1070 (Rev. 8/14)  PAGE 3 OF 2
B-3
Real Estate Appraisal in Summary Format for Offering Plan of Co-Operative Development Land Located at:

White Hawk Lane  
Town of Danby  
Tompkins County  
New York, 14850

Made for:  
White Hawk Ecovillage, Inc.  
Att: Mr. Gregory Nelson  
6 White Hawk Lane  
Ithaca, New York 14850

Prepared By:  
Daniel F. Bizzell  
N.Y.S. General Certified Appraiser  
Associated Appraisal Services  
366 Sheffield Road  
Ithaca, New York 14850

As Of:  
December 8, 2017

ASSOCIATED APPRAISAL SERVICES  
366 Sheffield Road  
Ithaca, New York 14850  
Tel: 607.319.0012  
Fax: 607.273.1461
December 20, 2017

White Hawk Ecovillage, Inc.
Att: Mr. Gregory Nelson
6 White Hawk Lane
Ithaca, New York 14850

Re: White Hawk Ecovillage, Inc.
6 White Hawk Lane
Ithaca, New York 14850

Dear Mr. Nelson,

Pursuant to the request of your attorney, dated December 1, 2017, I have prepared a real estate appraisal report in summary format of the above referenced real property situated along White Hawk Lane, in the Town of Danby in Tompkins County New York.

This real estate appraisal report was prepared by Daniel F. Bizzell for White Hawk Ecovillage, Inc. and is for the exclusive use of Hawk Ecovillage, Inc. for offering plan and market value estimate purposes.

The following appraisal report outlines the methods by which the market value of the subject property was estimated. This includes supporting market data and a thorough investigation of information pertinent to the estimate of value.

The subject property was personally inspected by myself, Daniel F. Bizzell on December 8, 2017. Based upon the analysis and data presented within this appraisal report and having carefully considered all factors affecting the value of the subject property, it is my best opinion that the market value thereof, assuming Fee Simple Interest, as of December 8, 2017, deemed the valuation date, is as follows:

\[
\begin{align*}
106.54 \text{ Acres} & \times 1,800.00/\text{Acre} = 192,000 \\
(30) \text{ Individual Building Lots} & \times 0.07 \text{ Acres} = 33,000 \text{ (Each)} \\
\end{align*}
\]

\[
\begin{align*}
\text{Contributing Value of Acreage Per Individual Lot} & = 6,400 \\
\end{align*}
\]

Sincerely,

Associated Appraisal Services

Daniel F. Bizzell
Owner/General Real Estate Appraiser - N.Y.S. Lic. #46000033107

ASSOCIATED APPRAISAL SERVICES
366 Sheffield Road
Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
IMPORTANT NOTICE TO THE READER

The following property appraisal report summarizes actual market data which can be verified. Based upon the collection and analysis of this information, the appraiser has developed a reconciliation concerning Highest and Best Use and of Value. Value and Highest and Best Use are further described within the text of this report.

The estimated value as outlined in this appraisal report are the sole opinions of the appraiser and represent a value only as of a specific date. This date is deemed the valuation date and is set forth in this report. In that all properties and real estate markets are unique, there can be no guarantee that the estimated value of the subject property will remain the same, appreciate or decline.

The final estimated value along with the Highest and Best Use analysis, are contingent upon certain Assumptions, Limiting Conditions and Certifications which have been outlined and defined within this report. Any person using this report should carefully read and understand the Certification, Assumptions and Limiting Conditions set forth within.

The preparer of this appraisal report has undergone specialized education, has the experience of years in the property appraisal field and is a New York State General Real Estate Appraiser. The scope of this appraisal report is to estimate the market value of the identified real property. Under no circumstances should this appraisal report be considered as providing any service typically performed by either a building inspector, structural engineer, architect or any other qualified professional having specialized knowledge and/or experience in those fields. A Valuation Premise relating to any such profession or inspection, therewith, should in no way be considered as being the conclusion of the appraiser.
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CERTIFICATION

I certify that to the best of my knowledge and belief:

- The statement of facts contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, amount of the value estimate, the attainment of stipulated result, or the occurrence of a subsequent event.

- My reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.

- I have made a personal inspection of the property that is the subject of this report.

- No one provided professional assistance to the person signing this report.

- No services have been performed, regarding the subject property, within a three year time period immediately preceding the acceptance of this assignment. These services can be as an appraiser or in any other capacity.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Daniel F. Bizzell
Owner - Associated Appraisal Services
N.Y.S. Certified General Appraiser – License #46000033107
SUMMARY OF IMPORTANT FACTS AND VALUE CONCLUSIONS

Reputed Owner of Record : White Hawk Ecovillage, Inc.

Property Location : White Hawk Lane
                     Town of Danby, Tompkins County, N.Y.

Property Type/Use : Co-Operative Development Land

Site Area - Acres/Square Feet : 120.21 Acres

Site Improvements : Private Wells; Common Septic System,
                     Public Electric and Telephone Services;
                     Available at the Road; Unpaved Access
                     Road and Driveways/Parking Areas

Building Improvements : (10) Wood Frame, Single Family
                        Dwellings of Varying Sizes; Wood
                        Frame Barn

Property Rights Appraised : Fee Simple

Valuation Date : December 8, 2017

Summary of Value Estimates :

Estimate of Value Per Cost Approach: Not Used

Estimate of Value Per Income Approach Not Used

Estimate of Value Per Market Approach:

106.54 Acres @ $1,800.00/Acre = $192,000

30 Individual Building Lots = $ 33,000 (Each)

Contributing Value of Acreage Per Individual Lot = $ 6,400
Identification of the Subject Property

The subject property can be identified as The White Hawk Lane Development situated in the Town of Danby, in Tompkins County, in New York State.

The subject may be further identified as tax map parcels #7-1-68 and 7.1-1-1 to 7.1-1-32, within the Town of Danby, in Tompkins County, in New York State.

Scope of the Appraisal

The purpose of the appraisal is to estimate the market value of each of the (30) individual building lots associated with the subject site and estimate the market value of the remaining acreage associated with the subject property, assuming “as – is” condition of the sites and assuming fee simple interest for offering plan and market value estimate purposes.

Specifically, this appraisal report is to state whether the cash purchase price (market value) to be paid for each individual (designated) building lot, inclusive of the contributing value of the remaining acreage, is not less than the amount which bears a reasonable relationship to the portion of the value of the Co-Operative Corporation’s equity in the property which is attributable to each such unit.

The scope of this appraisal is inclusive of an analysis of all pertinent market data, a physical inspection of the site, and in compliance with all guidelines set forth by U.S.P.A.P. and F.I.R.R.E.A. This appraisal assignment is not based upon a requested specific valuation or minimum valuation.

It is recognized that this is a Real Estate Appraisal Report in Summary Format and that the Market Data Approach to Value is used solely to estimate the market value of the each of the subject’s individual building lots and the value of the remaining acreage.

No services have been performed by the appraiser, regarding the subject property, within a three year time period immediately preceding the acceptance of this assignment. These services can be as an appraiser or in any other capacity.

It is recognized that the individual market values of the existing dwellings are not to be estimated in this appraisal report. Additionally, the estimated value allocates a single value per individual building lot and a contributing value of the remaining acreage per building lot. This is considered to be an extraordinary assumption.
Definition of Extraordinary Assumption and Hypothetical Conditions

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

A hypothetical condition is a condition which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

In the case of the subject property, the extraordinary assumption assumes no contributing value to the existing building improvements, allocates a single value per individual building lot and a contributing value of the remaining acreage per building lot.

Conditions of the Appraisal

The estimated market value of the subject assumes “as – is” condition of the site and assumes adequate ingress/egress.

Definition of Fee Simple Interest

Fee Simple Interest, or Fee Simple Estate can be defined as absolute ownership unencumbered by any other interest, estate or liens. This is contingent only to the limitations of Eminent Domain, Escheat, Police Power and Taxation.

Estimated Marketing Time and Exposure Time

The subject property is comprised of a total of approximately 120.21 acres of land area. This includes thirty (30) individual building lots at .07 acres each and encompasses a developed area of approximately 13.67 acres. The remaining acreage is estimated to contain approximately 106.54 acres.

Since the subject’s inception in 2007, nine (9) lots have been sold. This indicates that approximately one lot per year has transferred. It is reasonable to assume that, upon
completion of the remainder of the site improvements, the remaining lots may sell at an accelerated rate. At an accelerated rate of three lot sales per year, the marketing time required to sell the remaining lots is estimated at seven years. The exposure time is estimated to be no longer than seven years.

Under favorable economic conditions, acreage, similar to that of the subject are normally transferred within an approximate 1-2 year time period. However, considering current market trends, marketing times could increase.

Considering the subject’s acreage’s utility, location, and overall marketability, if exposed to the open market for a reasonable price, the marketing time required for the subject’s acreage is estimated to be no longer than 2 years. The exposure time is estimated to be no longer than 2 years.

**Market/Trend Analysis**

The market for development properties situated in urban or suburban marketing areas, such as the subject, is considered stable. Development property sales are generally much less frequent when compared to residential or improved property sales.

Typically, the strongest markets for these property types occur in more metropolitan areas having higher densities of residential, commercial and industrial properties and overall greater population levels.

An extensive investigation of similar sales revealed only limited, local market /sales data. At this point in time, not enough similar property transfers have occurred to serve as a basis for reliable market trends or projections. Due to limited data, in many cases, current sale and lease information can be shown only as examples rather than provide absolute proof of current projections.

**Definition of Market Value**

Market value can be defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
• Buyer and seller are typically motivated,

• Both parties are well informed or well advised, and each is acting in what he considers his own best interest,

• A reasonable time is allowed for exposure in the open market,

• Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and

• The price represents normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Location of Tompkins County in New York State

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366 Sheffield Road
Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
DESCRIPTION OF THE AREA

Tompkins County is located in the New York State’s Southern Tier and Finger Lakes Regions. The County surrounds the headwaters at the southern end of Cayuga Lake – the largest of the Finger Lakes.

The City of Ithaca is centrally located within Tompkins County and lies at the southerly end of Cayuga Lake. Ithaca is the county seat and main business, governmental, residential, and cultural area of the region. The topography is generally rolling hills, which descend to the Cayuga Lake basin where the City is situated. The principal economic attraction of this area is the influence of local educational institutions and the highly skilled professional and labor force available, as well as the recreational character of the region. Tompkins County is not part of a Standard Metropolitan Statistical Area (SMSA).

Ithaca is located 55 miles southwest of Syracuse, 90 miles southeast of Rochester, 35 miles northeast of Elmira, and 50 miles northwest of Binghamton. All principal highways in the County run through the City of Ithaca.

These include New York State Route 13, which runs from Cortland to Elmira, New York; New York State Route 79, which runs north and south through the County; and New York State Route 96, which runs north and south through the County, connecting routes 5, 20, and the New York State Thruway on the north with Route 17 on the south.

The area is served by ConRail Freight service, Greyhound Bus Lines, and a regional airport serviced by US Airways, which provides connections to New York City, Washington, D.C., Binghamton, Rochester, Albany, Elmira, Syracuse, etc. The City is also located on the New York State Barge Canal System via Cayuga Lake and the Seneca-Cayuga Canal.

Local major industries include large plants of the Axiohm Corporation; Emerson Power Transmission Corp. (EPT); Borg-Warner Automotive Inc.; and Therm, Inc. Other major employers include Ithaca College, Cornell University, the home office of the New York State Electric and Gas Corp. in Dryden, Cayuga Medical Center, and various city, county, and state government institutions.

There are excellent educational facilities in the area headed by Cornell University with a current enrollment of 21,000 students, including graduate students. The State University of New York at Cornell is included in the student population figures and is a nationally recognized leader in agricultural and environmental science education. Ithaca College has a student population of 6,500 and is located in the adjacent Town of Ithaca. Both institutions are four year and co-educational with student enrollment remaining relatively stable in the near future.
In addition, the Ithaca Public School system is a member of the Associated Public School System, a select group of about 300 top secondary schools in the United States. The County itself is divided into 15 separate school districts.

The City of Ithaca has a major/council form of government. Police services are provided by a City police department, a County Sheriff’s department, and a nearby New York State police sub-station. Fire protection is provided by four City stations made up of a combination of both volunteer and full time paid crews. Fire protection for the outlying townships is divided into 11 districts serviced by 16 separate stations. The entire City of Ithaca is zoned for residential, commercial, and industrial use. Three of the ten townships within Tompkins County have no zoning, and one of the townships has only 20% of its area zoned.

Cultural and recreational facilities are provided through active community organizations, as well as through Cornell University and Ithaca College. Major symphonies, touring artists, etc. visit the City under various auspices. Schoelkopf Field at Cornell University has seated for over 20,000 persons. Bailey Hall at Cornell has concert facilities for 2,800 persons. There are numerous other smaller theatre facilities at both Ithaca College and Cornell, as well as elsewhere in the City of Ithaca.

Outdoor recreational facilities are numerous, taking advantage of the abundant water and topographic features in the County. There are various commercial marinas on Cayuga Lake, as well as the Allen H. Treman State Marina (constructed in 1978), Stewart Park and Cass Park – both lakefront facilities, the Allen H. Treman State Park, Buttermilk Falls State Park, and Taughannock Falls State Park – famed for having the tallest falls east of the Mississippi River. Also, the Connecticut Hill Wildlife Area and substantial forests and other lands owned by Cornell are available for public recreation. All of the above facilities provide abundant recreational opportunities and are the foundation of the region’s recreational economy. These facilities include boat launching and docking facilities, camping and campsite areas, swimming, hiking trails, cross country skiing, etc.

Tompkins County had a 2010 population of 101,564, which represents a 5.25% increase over its 2000 population of 96,501. Estimated population figures obtained from the County Planning Office are 89,720 for 1985, 92,556 for 1990, and 96,027 for 1995. The population of the City of Ithaca increased less than 1% over that same period from 29,750 to 30,104. Forecasted figures indicate a growth exceeding 28,750 for 1985, 28,850 for 1990, and 29,200 for 1995.

Demographic information indicates that higher education employment is divided between both the government and services sectors. Higher education is the County’s largest single employment sector, representing over 20% of all jobs.

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Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
The County’s dependence on higher education employment provides the economy with a measure of stability that permits it to weather short-term downward swings than in more volatile sectors of the national economy. Similarly, unemployment has historically run substantially below both the State and national averages. An examination of the changes in employment since 1970 indicate that the manufacturing sector has experienced relatively slow growth compared to the more rapid growth experienced in the service and professionally oriented sectors. This trend is in keeping with the national trend, i.e. employment has been shifting from blue collar to white-collar jobs during the 1970’s. The medium individual income for 2010 for Tompkins County was $37,272, with the medium family income being $53,041.

The total number of housing units within the County increased by 28.6% between 1970 and 1980, while the number of housing units within the City increased by 13.4%. The majority of both the population and housing unit increases took place in the Towns of Lansing, Dryden, and Newfield. All Towns shared in the County growth.

The City of Ithaca is the dominant urban area of Tompkins County, comprising 29.5% of the total County population. The proportion of students and their dependents residing in the City has been making up an increasingly larger share of the total City population, steadily increasing from 39.8% in 1950 to 49.7% in 1980 (estimate of 1980 by American Cities Corporation). New growth in the County has been primarily north and east of the City; this growth being influenced by the County’s topography and highway system which provides poor access to the west side of Cayuga Lake.

As may be expected, the extremely large student population living both in and immediately around the City has resulted in a disproportionately large number of persons in that age group. Other than that, the age distribution of the City and County residences is typical.

Households have increased at a faster rate than the population, reflecting a national trend of a substantial reduction in the average size of households. The City’s average household size, 2.18 (2005-2009) persons per housing unit. The City figures clearly reflect multiple occupancy by students. County figures are 2.33 persons per household in 2005 - 2009. These figures are compared to the State trend of 2.64 persons per housing unit in 2010. The national trend is 2.53 persons per housing unit.

The most significant measure of the Tompkins County economy is the level of employment in each of the major employment sectors and the change in these sectors over time. The total unemployment rate for Tompkins County in 2010 was 6.8%. This is 29% lower than the New York State average of 8.8% and 44% lower than the national average of 9.8%. Persons commuting into Tompkins County to their work places are 2.5 to 3 times the number of persons commuting outside to Tompkins County to their jobs.
The four principal sectors of the Tompkins County economy are government, trade, manufacturing, and services. This is as would be expected because the greater Ithaca area serves as a center for higher education, as well as the regional focus of governmental, banking, business, and support services.

**Location of the Subject Property in N.Y.S’s Southern Tier**
Location of the Subject Property in Tompkins County
Description of the Subject's Neighborhood

The subject's immediate neighborhood is situated along a moderate to heavily traveled roadway (N.Y.S. Route 96; aka. Danby Road) south of the City of Ithaca, within the Town of Danby, in a primarily agricultural area intermixed with residential properties.

General neighborhood boundaries include the Tompkins County line to the south and west, Coddington Road to the east and Cayuga Lake to the north.

The subject is situated in the central portion of the Town of Danby, between the intersections of East Miller Road and Gunderman Road with N.Y.S. Route 96 along the westerly side of Route 96. State Routes 13, 79, 89 and 96 (Danby Road) serve as busy east-to-west and south-to-north (respectively) thoroughfares connecting Watkins Glen, Horseheads, Owego and Cortland to the City of Ithaca and Cornell University.

The outlying area is comprised of large tracts of undeveloped agricultural and recreational vacant land intermixed with a broad variety of residential development. The housing stock varies significantly in style, size, condition and age. This is considered to be typical with the suburban areas surrounding the subject property.

Typical commercial properties include livestock and crop farms, offices, and various retail and service oriented facilities. The Tompkins Regional Airport is within a 25 minute drive. Commercial and industrial development is situated along States Routes 13, 34/96 and 96 inside the Village of Trumansburg, the Cornell University and Ithaca College campuses and within the neighboring City and Town of Ithaca.

Additional commercial and industrial development can be found along #13, Craft Road, Triphammer Road, Brown Road and Dutch Mill Road within the Village and Town of Lansing.

The highest concentrations of commercial development can be found in the areas in and around Cornell University and Ithaca College, in South Meadow Square, the Elmira Road and Ithaca Plaza Shopping Centers and in Lansing in and around the Triphammer, Cayuga and Pyramid Mall areas. These areas are considered to be the centers for retail activity in the region.

Overall, the general area in and around the subject neighborhood can be described as stable and typically experiences average demand and appreciation levels.
Location of Subject Property in Danby
General Description of Subject Site

LOCATION: WHITE HAWK LANE
MUNICIPALITY: TOWN OF DANBY
TAX MAP #: 7-1-68 and 7.1-1-1 TO 7.1-1-32 (33 PARCELS TOTAL)
DIMENSIONS: IRREGULAR
SHAPE: IRREGULAR
SITE AREA: 120.21 ACRES (TOTAL - PER TAX MAPS)
ROAD FRONTAGE: 830.74 FEET ALONG THE WEST SIDE OF DANBY ROAD
MAXIMUM DEPTH: 3,968.7 FEET
TOPOGRAPHY: LEVEL TO ROLLING
# BUILDING LOTS: (30) .07 ACRE LOTS
LANDSCAPING: TYPICAL
DRAINAGE: ADEQUATE
UTILITIES: PUBLIC ELECTRIC & TELEPHONE SERVICES; PRIVATE COMMUNAL SEPTIC & WATER SYSTEMS
FLOOD ZONE: ZONE C; COMM. PANEL #360845 0003 EFF. DATE 5/15/85
C.M.S.A. #: 27060
CENSUS TRACT: #0019

STREET AMENITIES
CURB: NONE
SIDEWALKS: NONE
STREETLIGHTS: NONE
STORM DRAINS: ROADSIDE CULVERTS
PARKING: GRAVEL ON SITE AVAILABLE
OTHER: TYPICAL LANDSCAPING; 2,000+ FOOT UNPAVED ACCESS ROAD; SMALL POND; 24’ X 37’ BARN; UNDERGROUND UTILITIES
Tax Map Copies of the Subject Property
Tax Map Copy of the Subject Property
Aerial Photograph of the Subject Property
Portion of Site Plan with Building Lots
Tax Map Copy of Individual Building Lots
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Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
View of White Hawk Lane

View of White Hawk Lane

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Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
View of Site

View of Site
View of Site

View of Site

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366 Sheffield Road
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Tel: 607.319.0012
Fax: 607.273.1461
View of Common Well

View of Site

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Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
ASSOCIATED APPRAISAL SERVICES
366 Sheffield Road
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Tel: 607.319.0012
Fax: 607.273.1461
View of Site

View of Site

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366 Sheffield Road
Ithaca, New York 14850
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Fax: 607.273.1461
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Ithaca, New York 14850
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Fax: 607.273.1461
View of Site

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Tel: 607.319.0012
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View of Site

View of Parking Area
View of Pond

View of Subject's Dwellings (Not Included in Estimated Value)
View of Subject's Dwellings (Not Included in Estimated Value)

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Fax: 607.273.1461
View of Subject’s Dwellings (Not Included in Estimated Value)

View of Barn (Not Included in Estimated Value)
Real Estate Taxes and Current Assessments

The subject property includes a total of thirty-three (33) contiguous tax parcels. The following table summarizes the current tax assessments associated with the subject property.

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<th>Land Value</th>
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<td>$29.69</td>
<td>$15</td>
</tr>
<tr>
<td>7-1-29</td>
<td>$500</td>
<td>$500</td>
<td>$29.69</td>
<td>$15</td>
</tr>
<tr>
<td>7-1-30</td>
<td>$500</td>
<td>$500</td>
<td>$29.69</td>
<td>$15</td>
</tr>
<tr>
<td>7-1-31</td>
<td>$500</td>
<td>$500</td>
<td>$29.69</td>
<td>$15</td>
</tr>
<tr>
<td>7-1-32</td>
<td>$85,200</td>
<td>$85,200</td>
<td>$29.69</td>
<td>$2,530</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$221,200</strong></td>
<td><strong>$1,282,700</strong></td>
<td><strong>$29.69</strong></td>
<td><strong>$38,083</strong></td>
</tr>
</tbody>
</table>
The combined assessed value for the subject property is $1,282,700.00 with $221,200.00 allocated towards land.

The Town of Danby equalization rate (assessed value compared to market value as a percentage basis) is 100%. The combined tax rate for the Town of Danby (Town, County and School) is $29.69 (rounded) per $1,000 of assessed value.

The total annual tax burden for the subject property is approximately $38,083.00 (Rounded).

**Subject Zoning District**

The subject property is situated in a PD19 (Planned Development) zoning district. The current use of the subject as a co-operative development is permitted in this zoning district. Any other alternative uses may require zoning and/or site plan approval.

The purpose of the Planned Development Zone and the following regulations is to accommodate certain developments of land and buildings that are to be planned and executed as a unit, such as, but not limited to, large subdivisions, business parks (which may include Light Industrial uses, mobile home parks, and similar types of land uses, and to establish standards by which development in such zones shall occur.

**Environmental Conditions**

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on or in the subject property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials nor is qualified to detect such substances.

Associated Appraisal Services is taking no responsibility in regards to any detrimental environmental influences. This includes, but is not limited to, asbestos, urea formaldehyde, radon gas or possible ground contamination. Associated Appraisal Services recommends that the client retain an expert in this field if so desired.

For Valuation purposes, this appraisal assumes that the subject property is in compliance with all environmental regulatory authorities and would receive a satisfactory rating from a Phase I Environmental Assessment Survey.

**Delineation of Title/Listing History for the Subject Property**

The subject property last transferred ownership in 12/06/2017 for $239,800.00 from Seven Circles, LLC. to White Hawk Ecovillage, LLC. This is considered to be an arm’s length transaction. There are no known prior sales within the last three years.
Record of this ownership can be found in deed instrument #2017 pp. #13926 in the Tompkins County Clerks office in Ithaca, New York.

**Highest and Best Use of the Subject Property**

Highest and best use can be defined as that legal and “reasonably probable” use of any identified portion of real estate that will result in the highest current value, at a specified point in time. In the case of the subject property, this would be the effective date, or valuation date of the appraisal.

This definition applies specifically to the highest and best use of the site considered as though vacant. It is recognized that in the event that the site is inherent with building improvements, the highest and best use may well be determined to be different from the existing use. In this case, the existing use (as improved) would continue until the highest and best use of the site, as though vacant, exceeds the total value of the property as though improved.

In estimating the highest and best use of any specific property, a four stage test, or analysis is mandatory. These four items are as follows:

1. **Possible Use.** What uses are physically possible?
2. **Permissible/Legal Use.** What uses are legally permitted?
3. **Feasible Use.** What uses are economically feasible to produce a net return to the owner of the site.
4. **Highest and Best Use.** Among the feasible uses, which use will produce the highest net return or the highest present value.

The subject property includes a total of 120.21 acres of land area. This is considered to be an adequate site area to support the current residential building development.

All public electric and telephone services are available at the road, there is currently an active, common septic system servicing the existing residences along with individual wells. The topography is conducive to residential development. Zoning permits a broad variety of attached and detached residential housing. The subject’s proximity to an adequate population density and required support services is also considered to be adequate.

Considering the subject’s location, size, topography and physical characteristics, it is my opinion that the Highest and Best use of the subject site is as its current use; as a Co-Operative Building Development with Thirty (30) Planned Building Lots.
**Methods of Valuation**

In the valuation of real estate, there are three standard approaches which are typically used. Generally, it is up to the individual appraiser’s discretion if all or some of these approaches are to be utilized for each appraisal problem.

These approaches to value are the Cost, Market Data (or Sales Comparison) and the Income Capitalization Approaches. Each of these approaches, whether used or not, have been defined within this report. For the purposes of this valuation, only the Market Data Approach to Value will be used.

**Cost Approach**

This approach is based on the theory that the total value of a portion of real property is the sum of the value of the site, considered as though vacant, plus the reproduction cost (or replacement cost) of all building improvements, less accrued depreciation. Accrued depreciation is the difference between the cost of replacing a building and its market value as of the same date. Depreciation is often broken down into three basic categories which are as follows:

1. Physical Depreciation
2. Functional Depreciation
3. Economic or External Depreciation

The Cost Approach is generally considered the most reliable for proposed or new construction representing the highest and best use of the site considered as though vacant.

This approach is also applicable when estimating the value of special purpose or unique properties or when there is only limited sales data in a healthy market. Due to the lack of building improvements on the subject site, this approach is considered, but not used.
**Income/Capitalization Approach**

This approach is based on the theory that the present value of a property is equal to the present value of its future capacity to produce income including the proceeds of a sale at a future date. In essence, anticipated benefits are converted into property value. Two basic methods are used to accomplish this. The first is capitalizing, or amortizing the economic annual income. The capitalization rate can be either market derived or calculated.

The second is a discounted cash flow method. This process discounts the future cash flow using a rate of return adequate to attract an investor to the type of investment being appraised. Due to the difficulty in estimating reliable land lease rates, this approach to value is considered, but not used.

**Market Data Approach**

This is an appraisal technique that compares the recent sale prices paid for similar properties and considers the degree of similarity of those properties to estimate the value of the property to be appraised. This is referred to as the Theory of Substitution. Differences between the comparables and the subject property are adjusted for on either a positive or negative basis. The adjusted sale prices provide an indicated value range for the subject property. The best case scenarios include active, competitive markets where there are a substantial number of “arms length” sales.

**Valuation of Site Considered As Though Vacant**

The subject includes approximately 120.21 acres of total land area. This includes thirty (30) .07 acre individual building sites. Said building sites include access to a communal septic and water system, individual electric and telephone connections and a 2,000+ foot long unpaved access road. The individual building lots, related site improvements (i.e. access road, communal septic and water system, etc.) encompass approximately 13.67 acres. Additionally, included with the ownership of each lot, is communal access to the remaining acreage.

The subject property is to be valued in two ways.

1) Valuing the subject’s individual building lots.

2) Valuing the subject’s remaining acreage.
To estimate the value of both the individual building lots and the remaining acreage, a sales comparison approach is utilized. A thorough investigation of the market was completed in an effort to find sales of development land and individual building lots having similar characteristics to the subject.

It is recognized that these types of vacant land sales are relatively infrequent. After an extensive investigation of the market, four sales of acreage and four sales of individual building sites were discovered. These sales were useful in estimating the value of the subject’s acreage and individual building lots. These sales are summarized on the following “Comparable Building Lot Sales Table” and the “Comparable Acreage Sales Table”

**Valuation of the Subject’s Individual Building Lots**

As previously stated, the subject property includes a total of 120.21 acres of land area. The site area encompassing the subject’s thirty (30) individual building lots, gravel access road and area including the communal septic and water systems is estimated to include approximately 13.67 acres.

Each of the subject’s individual building lots includes approximately .07 acres and has approximately 37 feet of frontage along the unpaved access road. Said lots have the availability of the communal septic and water system, public electricity and telephone services and have co-operative access to the subject’s remaining acreage.

To estimate the value of the subject’s individual building lots, sales of similar building lots were collected and analyzed. Upon recognizing the various characteristics associated with each building lot sale, they are then compared to the subject’s building lots. These sales vary in both size and location, but do reflect the current demand for this type of building lot.

The comparable building lots sold between $32,000.00 and $34,000.00. The comparable building lot sales are situated in the neighboring City and Town of Ithaca.

| After reviewing the individual building lot sales, it is the appraiser’s opinion that the estimated value of the subject’s individual building lots, inclusive of .07 acres each, is $33,000. |

**Market Data Approach – Individual Building Lot Value = $ 33,000**
## Comparable Building Lot Sales Table

<table>
<thead>
<tr>
<th>Sale #</th>
<th>Grantor</th>
<th>Street</th>
<th>City/Town</th>
<th>Site Area</th>
<th>Date</th>
<th>Price</th>
<th>Services</th>
<th>Tax Map #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject</td>
<td>White Hawk Ecovillage, LLC.</td>
<td>White Hawk Lane</td>
<td>Danby</td>
<td>.07 Acres</td>
<td>12/2017</td>
<td>N/A</td>
<td>Common Septic, Water &amp; Electric</td>
<td>7.1-1-1 To 32</td>
</tr>
<tr>
<td>1</td>
<td>Ryan</td>
<td>Lot #1 Hector St.</td>
<td>Ithaca</td>
<td>.27 Acres</td>
<td>10/2017</td>
<td>$34,000</td>
<td>All Municipal</td>
<td>19-4-7.3</td>
</tr>
<tr>
<td>2</td>
<td>Ryan</td>
<td>Lot #2 Hector St.</td>
<td>Ithaca</td>
<td>.26 Acres</td>
<td>10/2017</td>
<td>$32,000</td>
<td>All Municipal</td>
<td>19-4-7.4</td>
</tr>
<tr>
<td>3</td>
<td>Ryan</td>
<td>Lot #3 Hector St.</td>
<td>Ithaca</td>
<td>.26 Acres</td>
<td>10/2017</td>
<td>$34,000</td>
<td>All Municipal</td>
<td>19-4-7.5</td>
</tr>
<tr>
<td>4</td>
<td>Bruce</td>
<td>Coddington Rd.</td>
<td>Ithaca</td>
<td>.97 Acres</td>
<td>9/2016</td>
<td>$33,000</td>
<td>All Municipal</td>
<td>47-2-3.3</td>
</tr>
</tbody>
</table>
Building Lot Sales Location Map

ASSOCIATED APPRAISAL SERVICES
366 Sheffield Road
Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
**Valuation of the Subject’s Acreage**

As previously stated, the subject property includes a total of 120.21 acres of land area. The site area encompassing the individual building lots, gravel access road and area including the communal septic and water systems is estimated to include approximately 13.67 acres.

After deducting this developed area from the total site area, approximately 106.54 acres remains. Based on this information, the subject’s undeveloped acreage is estimated to include approximately 106.54 acres. The subject’s developed area is estimated to include approximately 13.67 acres.

To estimate the value of the subject’s remaining acreage, sales of similar acreage tracts were collected and analyzed. Upon recognizing the various characteristics associated with each sale, they are then compared to the subject’s acreage. These sales vary in both size and location, but do reflect the current demand for this type of acreage.

**Site Adjustment Categories for the Subject’s Remaining Acreage**

**Time/Sale Date** - This adjustment is used to reflect any property appreciation. Within the past several years, real estate values have stabilized and only limited appreciation is justifiable.

**Location** - This adjustment is used to recognize differences in value attributable to location. Items taken into consideration in this category include visibility, the influence of neighboring residential, commercial or industrial development, the density of such development and proximity to influences having a positive or detrimental impacts on value.

**Size** - The sizes of the subject site and the sale sites are reflected in units of measure as either acres or in square feet of land area. Generally, sites with smaller units sell for an overall greater price per unit. The opposite is true for sites with larger units. For example, a site smaller than the subject site may have a greater sale price per acre or per square foot. The sale would then require a minus adjustment when compared to the subject.
**Frontage** – This adjustment compensates for differences in road frontage/access.

**Other** - This adjustment considers all other items, which may have an influence on market value. This category may include, but is not limited to, differences in zoning, topography, razing costs, development costs or parcel shape. These items are factored in when estimating the value of the subject site and adjusted accordingly.

It is recognized that the subject property has experienced a significant amount of underlying development costs.

Upon recognizing the various characteristics associated with each sale, they are then compared to the subject’s undeveloped acreage. These sales vary in both size and location, but do reflect the current demand for this type of development land. Before adjustments, the comparable acreage sales indicated a range, based on a per acre basis, between $1,596.00 and $1,919.00.

**Narrative Explanation of Adjustments to Comparable Acreage Sales**

**Time** – Sales #1, #2 and #3 occurred prior to one year from the valuation date and require varying, plus time adjustments.

**Location** – Sales #1 and #2 are situated in areas of varying, but inferior demand levels. Varying plus location adjustments are needed.

**Size** – Sales #1 and #2 have smaller lots which sold for an overall higher price per acre. Varying minus size adjustments are needed. Sale #4 has a larger site which requires a plus size adjustment.

**Frontage** – Sales #1 and #3 have less road frontage and sales #2 and #4 include more road frontage. Varying plus and minus adjustments are used, respectively.

**Other** - Sale #1 included a superior barn than is associated with the subject. Sale #2 has a small seasonal cabin. This is also superior to the subject’s barn. Sale #3 has two large ponds. This is considered superior to the subject’s barn. In all three instances, minus varying adjustments are needed for sales #1 through #3. Sale #4 has no building improvements and is inferior when compared to the subject. A plus adjustment is warranted.

After making the appropriate adjustments to the comparable acreage sales, a narrow value range was indicated for the subject’s acreage. On a per acre basis, after adjustments, this range was between $1,511.00 and $1,919.00.
After reviewing the individual adjustments to the sales, it is the appraiser's opinion that, based on a weighted average, the estimated value of the subject’s undeveloped acreage, inclusive of 106.54 acres is $1,800/Acre or $192,000 (106.54 Acres @ $1,800/Acre = $191,772; Call - $192,000).

Summary

Market Data Approach – 106.54 Acres @ $1,800/Acre = $ 192,000

Upon estimating the market value of the remaining acreage, the contributing value of said acreage to the subject’s individual building lots can be estimated. Based on the value of the subject’s acreage, the contributing value to each of the subject's building lots is $6,400.00 (30 Individual Building Lots @ $6,400/Lot = $192,000).
## Comparable Acreage Sales Table

<table>
<thead>
<tr>
<th>Subject</th>
<th>Sale #5</th>
<th>Sale #6</th>
<th>Sale #7</th>
<th>Sale #8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantor</td>
<td>White Hawk Ecovillage, LLC</td>
<td>Ho Park</td>
<td>Finger Lakes Land Trust</td>
<td>Benner</td>
</tr>
<tr>
<td>Street</td>
<td>White Hawk Lane</td>
<td>W. Danby Rd.</td>
<td>935 Tallow Hill Road</td>
<td>E. Miller Road</td>
</tr>
<tr>
<td>City/Town</td>
<td>Danby</td>
<td>Newfield</td>
<td>Danby</td>
<td>Danby</td>
</tr>
<tr>
<td>Site Area</td>
<td>98.96 Acres</td>
<td>82.2 Acres</td>
<td>52.94 Acres</td>
<td>106.5 Acres</td>
</tr>
<tr>
<td>Date</td>
<td>12/2017</td>
<td>10/2015</td>
<td>7/2016</td>
<td>2/2016</td>
</tr>
<tr>
<td>Price</td>
<td>N/A</td>
<td>$155,500</td>
<td>$93,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Topography Services</td>
<td>Level-Rolling</td>
<td>Level-Rolling</td>
<td>Level-Rolling</td>
<td>Level-Rolling</td>
</tr>
<tr>
<td></td>
<td>Common Septic &amp; Electric</td>
<td>Electric Only</td>
<td>Electric Only</td>
<td>Electric Only</td>
</tr>
<tr>
<td>Frontage</td>
<td>831 +/- Feet</td>
<td>394 Feet</td>
<td>1,027 Feet</td>
<td>308 Feet</td>
</tr>
<tr>
<td>Amenities</td>
<td>Barn</td>
<td>Barn</td>
<td>Cabin</td>
<td>2 Ponds</td>
</tr>
<tr>
<td>$/Acre</td>
<td>N/A</td>
<td>$1,892</td>
<td>$1,757</td>
<td>$1,596</td>
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<tr>
<td>Tax Map #</td>
<td>7-1-68 &amp; 7.1-1-32</td>
<td>5-1-12.21</td>
<td>30-1-10.3</td>
<td>6-1-13</td>
</tr>
<tr>
<td>Adjust. %</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>+2%</td>
<td>+1%</td>
<td>+2%</td>
<td>No Adj.</td>
</tr>
<tr>
<td>Location</td>
<td>+10%</td>
<td>+20%</td>
<td>No Adj.</td>
<td>No Adj.</td>
</tr>
<tr>
<td>Site Area</td>
<td>-5%</td>
<td>-20%</td>
<td>+5%</td>
<td>+10%</td>
</tr>
<tr>
<td>Frontage</td>
<td>+10%</td>
<td>-5%</td>
<td>+15%</td>
<td>-5%</td>
</tr>
<tr>
<td>Other</td>
<td>+25%</td>
<td>+40%</td>
<td>+20%</td>
<td>+20%</td>
</tr>
<tr>
<td>Net Adjust.</td>
<td>+42%</td>
<td>+36%</td>
<td>+42%</td>
<td></td>
</tr>
<tr>
<td>Adj.$/Acre</td>
<td>$2,687</td>
<td>$2,390</td>
<td>$2,266</td>
<td></td>
</tr>
</tbody>
</table>

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Final Value Conclusions Per Individual Approaches

Estimate of Value Per Cost Approach: Not Used

Estimate of Value Per Income Approach: Not Used

Estimate of Value Per Market Approach:

106.54 Acres @ $1,800.00/Acre = $192,000

(30) Individual Building Lots @ .07 Acres = $ 33,000 (Each)

Contributing Value of Acreage Per Individual Lot = $ 6,400

(30 Lots @ $6,400/Lot = $192,000)

Value Reconciliation of Three Approaches

Typically, the Cost and Income Approaches to Value are not used in the valuation of vacant land. Only the Market Data Approach to Value was used to estimate the market value of the subject property.

Eight sales of similar vacant land parcels were discovered and analyzed. These sales were compared to the subject’s acreage and individual building lots. The building lot sales indicated a narrow range of value for the subject’s building lots and an estimated value could be determined.

Adjustments were applied to the comparable acreage sales on a price per acre. After the appropriate adjustments were made, the adjusted sale prices per acre indicted a narrow range of value for the subject’s remaining acreage.

Upon estimating the value of the subject’s acreage, a contributing value per individual building lot could be calculated.

In the case of the subject property, the extraordinary assumption assumes no contributing value to the existing building improvements, allocates a single value per individual building lot and a contributing value of the remaining acreage per building lot.
An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Based upon the analysis and data presented within this appraisal report and having carefully considered all factors affecting the value of the subject property, it is my best opinion that the market value thereof, assuming Fee Simple Interest, and assuming “as – is” condition of the subject’s acreage, inclusive of 106.54 acres, and assuming thirty (30) individual building lots, inclusive of .07 acres per lot, as of December 8, 2017, deemed the valuation date, is as follows:

\[
\begin{align*}
106.54 \text{ Acres} @ \$1,800.00/\text{Acre} &= \$192,000 \\
(30) \text{ Individual Building Lots} @ .07 \text{ Acres} &= \$ 33,000 (Each) \\
\text{Contributing Value of Acreage Per Individual Lot} &= \$ 6,400
\end{align*}
\]
**Letter of Engagement**

Include an opinion from a licensed real estate broker or appraiser stating whether the cash purchase price to be paid for each unit is not less than an amount which bears a reasonable relationship to the portion of the value of the apartment corporation's equity in the property which is attributable to each such unit.

(1) The opinion must be signed by a duly authorized signatory or by the firm.

(2) The opinion must include consent to copy the opinion in the plan.

Carrie J. Pollak  
Hancock Estabrook, LLP  
Counselors at Law  
Gateway Center | 401 E. State St., Suite 304 | Ithaca, NY 14850  
Phone: 607.391.2860 | Direct: 607.391.2861 | Fax: 607.391.2870  
Email: cpollak@hancocklaw.com | www.hancocklaw.com
ASSUMPTIONS AND LIMITING CONDITIONS

NO investigation has been made of the title to or any liabilities against the property appraised, unless otherwise specified in the report. The appraisal presumes that the rights are good and marketable. Only those easements and restrictions, if any, discussed in the report were considered. No responsibility is assumed for legal matters.

NO soil analysis or geological studies were ordered or made in conjunction with this report, nor were any water, oil, gas, coal, or other subsurface mineral and use rights or conditions especially investigated.

THE existence of potentially hazardous material used in the construction or maintenance of the property, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, has not been considered, unless otherwise mentioned in the report. The appraiser is not qualified to detect such substances. An expert in this field should be retained by the property owner, if deemed appropriate.

NO environmental impact study has been ordered or made. The appraised property is assumed to be in compliance with all applicable regulations unless otherwise noted in the report.

PLATS and other illustrative data used in the report are presented as aids in visualizing the property and its environment. Although the material was prepared using the best available data, it should not be considered as a survey or scaled for size.

NEITHER independent engineering nor architectural cost data were requested or obtained. The areas used in describing the property are those furnished by the client and obtained from available public records.

NO guarantee is made nor liability assumed for the accuracy of any data, opinions, or estimates identified as being furnished by others which have been used in formulating this analysis.

UNLESS otherwise specified, all mortgages, liens, encumbrances, leases, and servitude’s have been disregarded in this report. The property is appraised in fee simple title as though under responsible ownership and/or competent management.

FULL compliance with applicable federal, state and local regulation and laws is assumed, as well as compliance with all applicable zoning, use, and occupancy regulations and restrictions as stated, defined, and considered in this report.
IT is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use which the report covers.

THE services provided by us have been performed in accordance with recognized professional appraisal standards, specifically the Uniform Standards of Professional Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, except that the departure provision of the USPAP does not apply. We act as an independent contractor. Our compensation is not contingent in any way upon our conclusions of value. We assume, without independent verification, the accuracy of all data provided to us. Although it is not our normal practice, we reserve the right to use subcontractors. All files, workpapers or documents developed during the course of the assignment shall be our property. We will retain this data for at least five years.

OUR appraisal is valid only for the purpose(s) for which it is stated herein. Any other use or reliance by you or third parties is invalid. You may show our report in its entirety to interested parties outside your organization; however, you agree not to reference our name, our report, the identity of the appraiser, the Appraisal Institute, in any document distributed to third parties without our prior written consent. We will, unless otherwise directed by you or appropriate legal orders, maintain the confidentiality of all conversations, documents provided to us, and our report.

THE values reported herein are based on the premise and for the purpose stated; all are valid only in relationship to the whole. They are not represented as being valid for any other purpose. It should not be assumed that the appraised values represent the probable least values that can be realized on forced sale or liquidation.

A physical inspection of the property was made and visible physical defects, if any, were noted as listed in the report. The inspection was made by a person or persons generally familiar with real estate and building construction, but not as knowledgeable in detailed building designs and structural integrity as architectural engineers. Accordingly, no opinion is made or responsibility assumed for the structural integrity of the property or any physical defects which were not readily apparent to the appraiser during the inspection.

WE are not required to give testimony or to appear in a court hearing by reason of this appraisal with reference to the subject property unless previous arrangements have been made.

IN the event that this appraisal is used for a sale price, financing, or tax purposes, no guarantee against or responsibility is assumed for the inability to negotiate favorably on the basis of the values expressed herein.
FINANCIAL statements, data and other related information provided by the subject client, company or representative(s) in the course of this investigation have been accepted, without further verification, as correctly reflecting the subject’s business conditions and operating results for the respective periods, except as specifically noted in the appraisal report.

SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS

During the course of a site inspection, no obvious hazardous waste, surface or subsurface contamination, presence of asbestos or other hazardous material, or other adverse conditions appeared to exist on the subject site or in the subject property. The analysis of environmental cleanliness is beyond the scope of this report and is not an area of our expertise.
Name

Daniel F. Bizzell

366 Sheffield Road.
Ithaca, New York 14850
Phone – 607.319.0012
Fax – 607.273.1461
Cell – 607.229.7301
E-mail – bizzell@htva.net

Experience

- **2010 - 2016** – Schuyler County Real Property Tax Office – Watkins Glen, New York
  - Real Property Assessing Officer – Towns: Catharine, Cayuta, Hector, Montour and Tyrone in Schuyler County, New York
  - Perform duties relevant to real property tax assessing and maintaining of an equitable property tax roll. Duties include: residential & commercial property valuation, data collection, sales analysis, calculating exemptions & apportionments, recording property transfers & escrows, public relations.
  - Assisted in four (7) townwide revaluation projects

- **1997–Present** - Associated Appraisal Services, Ithaca, N.Y.
  - Owner – Certified General Appraiser # 46000033107
  - Perform commercial, industrial & residential real estate appraisals.
  - F.H.A. Certified
  - Supervised a townwide 1,000+ parcel data collection and
  - assisted in a two town assessment revaluation project

  - Staff appraiser – Commercial/Residential Data collection specialist
  - Performed commercial & residential real estate appraisals.
  - Commercial/residential data collection/valuation for revaluation projects.
  - Assisted in seven (7) townwide revaluation projects.

  - Staff appraiser – Commercial/Residential data collection specialist
  - Performed commercial & residential real estate appraisals.
  - Commercial/residential data collection/valuation for revaluation projects.
➢ Assisted in four (4) townwide revaluation projects

➢ 1983–1987 Tompkins County Real Property Tax Office Ithaca, N.Y.

**Residential Data Collector**

➢ Collected & logged over 10,000 residential properties.

**Education**

**Newfield Central School, Newfield, N.Y.**

**Community College of the Finger Lakes, Canandaigua, N.Y.**

**Tompkins Cortland Community College, Dryden, N.Y.**

**Appraisal/Real Estate Education**

➢ U.S.P.A.P. Update - 2017
➢ Solar Panel Valuation - 2017
➢ Hotel Valuation - 2017
➢ Realtor Ethics - 2016
➢ 2016-17 U.S.P.A.P. Update - 2015
➢ Property Exemptions for Non-Profit Organizations - 2015
➢ Cell Tower Valuation - 2015
➢ 2014 U.S.P.A.P. Update - 2013
➢ Assessor Ethics - 2013
➢ Current Issues in Real Estate Appraising - 2013
➢ Appraising Waterfront Properties - 2012
➢ Fundamentals of Mass Appraisal - 2012
➢ Intro. To Farm Appraising - 2011
➢ Assessment Grievance - 2011
➢ 2012 U.S.P.A.P. Update - 2011
➢ Assessment Administration – 2010
➢ Assessment Corrections - 2010
➢ Appraisal Ethics - 2010
➢ U.S.P.A.P Update - 2009
➢ Fannie Mae Form 1004MC & HVCC - 2009
➢ REO & Foreclosures - 2009
➢ Ad Valorem Tax Consultation – 2009
➢ Appraising FHA Today - 2009
➢ Quadrennial Code of Ethics - 2008
➢ 2-4 Family Finesse - 2007
➢ Appraising Historic Properties - 2007
➢ Income Capitalization - 2007
- U.S.P.A.P Compliant Property Appraisals - 2007
- U.S.P.A.P Update - 2005
- Developing & Growing an Appraisal Practice - 2005
- Appraising Unique Properties - 2005
- Appraisal Ethics - 2005
- U.S.P.A.P. Update - 2003
- Information Technology & the Appraiser - 2003
- Factory Built Housing - 2003
- Appraiser Liability - 2003
- Valuation of Retail Buildings - 2001
- 49th Annual Fall Appraisal Conference - 2001
- Appraising Vacant Land – 2001
- R.E. Fraud and the Appraiser’s Role – 2001
- Introduction to Review Appraisal - 2001
- 47th Annual Fall Appraisal Conference – 1999
- Intro. to Income Property Appraisal – 1997
- Principals of Income Property Appraising – 1997
- Applied Income Property Valuation – 1997
- Environmental Considerations in Real Estate – 1996
- Residential Case Studies – 1994
- Environmental Impact on Banking – 1992
- Basic Real Estate Principals – 1990
- Real Estate Appraisal Principals – 1988
- Residential Valuations – 1988
- N.Y.S. Commercial Data Collection – 1988
- N.Y.S. Residential Data Collection – 1983

**Appraisal Experience**


Inspection of over 20,000 residential & commercial properties.

Preparation and assistance in appraisals for property financing, estate settlement, domestic disputes, tax review/certiorari, transfers, foreclosures & feasibility analysis.

Assisted in over 13 townwide assessment revaluation projects.

Property types include: farms, agricultural & development acreage, single & multiple family residences, a broad array of commercial & industrial properties, lake properties, special use properties & commercial/residential building lots.
APPRAISER INDEPENDENCE CERTIFICATION

<table>
<thead>
<tr>
<th>Appraisal Company:</th>
<th>Associated Appraisal Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal Office Address:</td>
<td>366 Sheffield Road, Ithaca, New York 14850</td>
</tr>
</tbody>
</table>

The undersigned appraiser, being duly licensed or certified by the State in which the subject property is located, hereby represents and warrants that the appraisal performed in conjunction with this Certification complies with all elements of the Home Valuation Code of Conduct published December 2008.

In addition, the undersigned appraiser agrees that no employee, director, officer, or agent of the lender, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the lender, has influenced or attempted to influence the development, reporting, result, or review of this appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner including but not limited to:

- Withholding or threatening to withhold timely payment or partial payment for this appraisal report;
- Withholding or threatening to withhold future business for the appraiser, or demoting or terminating or threatening to demote or terminate the appraiser;
- Expressly or impliedly promising future business, promotions, or increased compensation for the appraiser;
- Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from the appraiser;
- Requesting that the appraiser provide an estimated, predetermined, or desired valuation in the appraisal report prior to the completion of the appraisal report, or requesting that the appraiser provide estimated values or comparable sales at any time prior to the appraiser’s completion of the appraisal report;
- Providing to the appraiser an anticipated, estimated, encouraged, or desired value for the subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided; or
- Providing to the appraiser, appraisal company, appraisal Management Company, or any entity or person related to the appraiser, Appraisal Company, or appraisal Management Company, stock or other financial or non-financial benefits.

Appraiser Name: Daniel F. Bizzell (please print)

Appraiser Signature: __________________________ Date: 12/08/2017

ASSOCIATED APPRAISAL SERVICES
366 Sheffield Road
Ithaca, New York 14850
Tel: 607.319.0012
Fax: 607.273.1461
B-4
Property Description Report For: Danby Rd, Municipality of Danby

Status: Active
Tax Map ID #: 7.1-68
Property Class: 322 - Rural Vac>10
In Ag. District: No
Site: RES 1
Site Property Class: 322 - Rural Vac>10
Zoning Code: MD
Neighborhood Code: 22020
School District: Ithaca
Total Assesment: 2018 - $90,500

Total Acreage/Size: 38.75
Land Assessment: 2018 - $90,500
2017 - $71,000
Full Market Value: 2018 - $90,500
2017 - $71,000
Equalization Rate: ----
Deed Book: 2018
Grid East: 844862
Deed Page: 8789
Grid North: 861422

Area

Living Area: 0 sq. ft.
Second Story Area: 0 sq. ft.
Additional Story Area: 0 sq. ft.
Finished Basement: 0 sq. ft.
Finished Rec Room: 0 sq. ft.
First Story Area: 0 sq. ft.
Half Story Area: 0 sq. ft.
3/4 Story Area: 0 sq. ft.
Number of Stories: 0
Finished Area Over Garage: 0 sq. ft.

Structure

Building Style: 0
Bedrooms: 0
Fireplaces: 0
Porch Type: 0
Basement Garage Cap: 0
Bathrooms (Full - Half): 0 - 0
Kitchens: 0
Basement Type: 0
Porch Area: 0.00
Attached Garage Cap: 0.00 sq. ft.
Overall Condition: 0
Overall Grade:

Owners

Owner Information Not Available

Sales

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<tr>
<th>Sale Date</th>
<th>Price</th>
<th>Property Class</th>
<th>Sale Type</th>
<th>Prior Owner</th>
<th>Value Usable</th>
<th>Arms Length</th>
<th>Addl. Parcels</th>
<th>Deed Book and Page</th>
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<tbody>
<tr>
<td>4/17/2018</td>
<td>$1</td>
<td>322 - Rural vac&gt;10</td>
<td>Land Only</td>
<td>Seven Circles, LLC</td>
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<td>10/10/2007</td>
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<td>Land Only</td>
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<td>No</td>
<td>Yes</td>
<td>51618/1003</td>
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<tr>
<td>8/13/2007</td>
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<td>321 - Abandoned ag</td>
<td>Land Only</td>
<td>Peterson, Henry</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>51334/1001</td>
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<tr>
<td>7/17/2003</td>
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<td>Land &amp; Building</td>
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Utilities

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<tr>
<th>Sewer Type:</th>
<th>None</th>
<th>Water Supply:</th>
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<td>Fuel Type:</td>
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Improvements

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<th>Grade</th>
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<th>Year</th>
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Special Districts for 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Percent</th>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>FD221-Danby fire</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
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</table>

Special Districts for 2017

<table>
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<tr>
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<td>0</td>
<td>0%</td>
<td>0</td>
<td>0</td>
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</tbody>
</table>

Taxes

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

* Taxes reflect exemptions, but may not include recent changes in assessment.*

# Municipality of Danby

<table>
<thead>
<tr>
<th>Property Details</th>
<th>Image Mate Online</th>
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</table>

## Tax Map ID / Property Data

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<tr>
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<th>Roll Section:</th>
<th>Taxable</th>
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<tbody>
<tr>
<td>Address</td>
<td>Danby Rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Class</td>
<td>311 - Res vac land</td>
<td>Site Property Class:</td>
<td>311 - Res vac land</td>
</tr>
<tr>
<td>Ownership Code</td>
<td>P - Co-op</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site</td>
<td>Res 1</td>
<td>In Ag. District:</td>
<td>No</td>
</tr>
<tr>
<td>Zoning Code</td>
<td>-</td>
<td>Bldg. Style:</td>
<td>0</td>
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<tr>
<td>Neighborhood</td>
<td>00000 -</td>
<td>School District:</td>
<td>Ithaca</td>
</tr>
<tr>
<td>Total Acreage/Size</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Land Assessment:</td>
<td>2017 - $500</td>
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<td></td>
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<tr>
<td>Equalization Rate:</td>
<td>2017 - 100.00%</td>
<td>2016 - 100.00%</td>
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<tr>
<td>Full Market Value:</td>
<td>2017 - $500</td>
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</tr>
<tr>
<td></td>
<td>2016 - $500</td>
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<tr>
<td>Deed Book:</td>
<td>2017</td>
<td>Deed Page:</td>
<td>13926</td>
</tr>
<tr>
<td>Grid East:</td>
<td>844762</td>
<td>Grid North:</td>
<td>860764</td>
</tr>
<tr>
<td>Bank Code:</td>
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## Special Districts for 2017

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<tr>
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<td>0</td>
<td>0%</td>
<td>0</td>
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## Land Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
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<tbody>
<tr>
<td>Primary</td>
<td>0.07 acres</td>
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Municipality of Danby

<table>
<thead>
<tr>
<th>SWIS</th>
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<tr>
<td>502200</td>
<td>7.1-1-15</td>
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Tax Map ID / Property Data

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<table>
<thead>
<tr>
<th>Ownership Code:</th>
<th>P - Co-op</th>
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</table>

<table>
<thead>
<tr>
<th>Site</th>
<th>Res 1</th>
<th>In Ag. District:</th>
<th>No</th>
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<tr>
<th>Zoning Code:</th>
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<table>
<thead>
<tr>
<th>Neighborhood:</th>
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<table>
<thead>
<tr>
<th>Total Acreage/Size:</th>
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<table>
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<tr>
<th>Land Assessment:</th>
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<th>2016 - $500</th>
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<table>
<thead>
<tr>
<th>Full Market Value:</th>
<th>2017 - $500</th>
<th>2016 - $500</th>
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<thead>
<tr>
<th>Deed Book:</th>
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<th>Deed Page:</th>
<th>13926</th>
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<table>
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<tr>
<th>Grid East:</th>
<th>844762</th>
<th>Grid North:</th>
<th>860674</th>
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<table>
<thead>
<tr>
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Special Districts for 2017

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<th>Description</th>
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Land Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
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</thead>
<tbody>
<tr>
<td>Primary</td>
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Municipality of Danby

| SWIS:  | 502200 | Tax ID: | 7.1-1-16 |

Tax Map ID / Property Data

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<td>School District:</td>
<td>Ithaca</td>
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<tr>
<td>Total Acreage/Size:</td>
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<td>Equalization Rate:</td>
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<td>Land Assessment:</td>
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<td>2017 - $500 2016 - $500</td>
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Special Districts for 2017

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Special Districts for 2016

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Land Types

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<tr>
<th>Type</th>
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### Municipality of Danby

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<tr>
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<th>Tax Maps</th>
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</tr>
<tr>
<td>In Ag. District:</td>
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<td></td>
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<td>Zoning Code:</td>
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</tr>
<tr>
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<tr>
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<tr>
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### Special Districts for 2017

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<th>Percent</th>
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<tbody>
<tr>
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### Special Districts for 2016

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<tbody>
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### Land Types

<table>
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<tr>
<th>Type</th>
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</tr>
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<tbody>
<tr>
<td>Primary</td>
<td>0.07 acres</td>
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[Link to Property Page](http://property.tompkins-co.org/IMOPrivate/propdetail.aspx?swis=502200&printkey=00700100010170000000)
### Municipality of Danby

| SWIS: | 502200 | Tax ID: | 7.1-1-18 |

#### Tax Map ID / Property Data

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<tr>
<td>Property Class:</td>
<td>311 - Res vac land</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Property Class:</td>
<td>311 - Res vac land</td>
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<td></td>
</tr>
<tr>
<td>Ownership Code:</td>
<td>P - Co-op</td>
<td></td>
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</tr>
<tr>
<td>Site:</td>
<td>Res 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In Ag. District:</td>
<td>No</td>
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#### Special Districts for 2017

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#### Special Districts for 2016

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#### Land Types

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<tr>
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### Municipality of Danby

| SWIS:  | 502200 | Tax ID: | 7.1-1-19 |

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<tr>
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<td>P - Co-op</td>
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<tr>
<td>Site:</td>
<td>Res 1</td>
<td>In Ag. District:</td>
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### Special Districts for 2017

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### Land Types

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<tr>
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## Municipality of Danby

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<tr>
<td>Property Class</td>
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<tr>
<td>Ownership Code</td>
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<tr>
<td>Site</td>
<td>Res 1</td>
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<tr>
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<td>Full Market Value</td>
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<tr>
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<td>Grid North: 860674</td>
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### Special Districts for 2017

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### Special Districts for 2016

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### Land Types

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## Municipality of Danby

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### Special Districts for 2017

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### Special Districts for 2016

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### Land Types

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<tbody>
<tr>
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Property Details - Image Mate Online

Municipality of Danby

| SWIS: 502200 | Tax ID: 7.1-1-22 |

Tax Map ID / Property Data

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Address: Danby Rd

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<tr>
<th>Property Class: 311 - Res vac land</th>
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Ownership Code: P - Co-op

<table>
<thead>
<tr>
<th>Site: Res 1</th>
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Zoning Code: -

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Total Acreage/Size: 0.07

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Land Assessment:

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Deed Book: 2017

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Grid East: 844762

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<th>Grid North: 860674</th>
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Bank Code: N/A

Special Districts for 2017

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Special Districts for 2016

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Land Types

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<tbody>
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## Municipality of Danby

| SWIS: | 502200 | Tax ID: | 7.1-1-23 |

## Tax Map ID / Property Data

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<td>Ownership Code:</td>
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<td>Site:</td>
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## Special Districts for 2017

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## Special Districts for 2016

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## Land Types

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## Municipality of Danby

**SWIS:** 502200  
**Tax ID:** 7.1-1-24

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**Property Class:** 311 - Res vac land  
**Ownership Code:** P - Co-op

**Site:** Res 1  
**In Ag. District:** No

**Zoning Code:** -  
**Bldg. Style:** 0

**Neighborhood:** 00000 -  
**School District:** Ithaca

**Total Acreage/Size:** 0.07  
**Equalization Rate:** 2017 - 100.00%  
**2016 - 100.00%**

**Land Assessment:**  
2017 - $500  
2016 - $500

**Full Market Value:**  
2017 - $500  
2016 - $500

**Deed Book:** 2017  
**Deed Page:** 13926

**Grid East:** 844762  
**Grid North:** 860674

**Bank Code:** N/A

### Special Districts for 2017

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### Land Types

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Municipality of Danby

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- **Address:** Danby Rd
- **Property Class:** 311 - Res vac land
- **Ownership Code:** P - Co-op
- **Site:** Res 1
- **Zoning Code:** -
- **Neighborhood:** 00000 -
- **Total Acreage/Size:** 0.07
- **Land Assessment:**
  - 2017: $500
  - 2016: $500
- **Full Market Value:**
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- **Deed Book:** 2017
- **Grid East:** 844762
- **Grid North:** 860674
- **Bank Code:** N/A

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### Municipality of Danby

**Property Details**

| SWIS: | 502200 | Tax ID: | 7.1-1-30 |

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<td>0</td>
<td>0%</td>
<td>0</td>
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</table>

### Special Districts for 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Percent</th>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>FD221-Danby fire</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Land Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary</td>
<td>0.07 acres</td>
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</table>
Municipality of Danby

| SWIS:   | 502200 | Tax ID: | 7.1-1-32 |

### Tax Map ID / Property Data

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<thead>
<tr>
<th>Status:</th>
<th>Active</th>
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<table>
<thead>
<tr>
<th>Address:</th>
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<table>
<thead>
<tr>
<th>Property Class:</th>
<th>330 - Vacant comm</th>
<th>Site Property Class:</th>
<th>330 - Vacant comm</th>
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</table>

<table>
<thead>
<tr>
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<th>P - Co-op</th>
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<table>
<thead>
<tr>
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<table>
<thead>
<tr>
<th>Zoning Code:</th>
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<tr>
<th>Neighborhood:</th>
<th>22020 -</th>
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<tr>
<th>School District:</th>
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<table>
<thead>
<tr>
<th>Total Acreage/Size:</th>
<th>79.82</th>
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<table>
<thead>
<tr>
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### Special Districts for 2017

<table>
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<tr>
<th>Description</th>
<th>Units</th>
<th>Percent</th>
<th>Type</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>FD221-Danby fire</td>
<td>0</td>
<td>0%</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Special Districts for 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Percent</th>
<th>Type</th>
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<tr>
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<td>0</td>
<td>0%</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Land Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Size</th>
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</thead>
<tbody>
<tr>
<td>Primary</td>
<td>1.00 acres</td>
</tr>
<tr>
<td>Residual</td>
<td>78.82 acres</td>
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</table>

B-5
The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.
STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 12, 2018.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/13
CERTIFICATE OF INCORPORATION OF

OF

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

(Pursuant to Section 402 of the Business Corporation Law)

We, the undersigned, natural persons of the age of 18 years or more, desiring to form a stock corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, do hereby certify and adopt the following Certificate of Incorporation as follows:

ARTICLE 1

The name of the corporation is WHITE HAWK ECOVILLAGE COMMUNITY, INC.

ARTICLE 2

The purposes for which the Corporation is organized are to do any and all of the things set forth below to the same extent as natural persons might or could do in any part of the world, namely:

1. To acquire by purchase or otherwise the premises located on approximately 120 acres located along Danby Road (New York State Route #96B) in the Town of Danby, County of Tompkins and State of New York (presently designated as Tompkins County Tax Parcel Nos. 7.1-1-1 through 7.1-1-32, and 7.1-.68), and any other real estate and rights or interests in the real estate necessary for or appropriate to the possession and enjoyment or use of that premises; to hold, operate, manage, sell, mortgage or otherwise encumber or dispose of, improve, alter, maintain, develop, repair and lease the same owned by the Corporation and in any replacement of or additions to that property; and to do and transact all other lawful businesses incident to, necessary and suitable or advisable for, or in any way connected with, the purposes for which the Corporation is formed.

2. To the extent permitted by law, to purchase, lease or otherwise acquire, and to hold, own, use, manage, mortgage, pledge, sell, exchange, hire or otherwise encumber and dispose of, and to deal and trade in any and all chattels, chattels real, rights, choses in action, easements, privileges, building materials and personal property of every kind and description and any or all interests and rights therein.

3. To do and perform every act required or permitted by law to be done or performed in the erection, maintenance and operation of any commonly owned buildings.

4. To borrow or raise moneys for any of the purposes of the Corporation without limit as to amount, to issue bonds, debentures, notes, or other obligations of any nature, or in any manner, for moneys borrowed, and to secure the payment of any indebtedness and of the interest thereon, by mortgage upon or pledge or conveyance or assignment in the trust of, the whole or any part of the property of the Corporation, real or personal, including contract rights, whether at the time owned or thereafter acquired to sell or pledge or
otherwise dispose of such bonds or other obligations, in such manner and upon such terms and conditions as the Board of Directors may deem judicious.

5. To purchase or otherwise acquire, hold, sell, transfer, reissue or cancel or otherwise dispose of shares of its own capital stock, bonds, debentures, notes or other obligations of securities or evidences of interest, subject only to such restrictions as are now imposed or hereafter may be imposed by the laws of the State of New York.

6. The primary purpose of this Corporation is to provide homes for its shareholders by leasing to them, under leases now commonly known as proprietary leases, and each of its shareholders shall be entitled solely by reason of his or her ownership of stock in the Corporation to a proprietary lease, entitling him or her to occupy for dwelling purposes a residence under that lease.

7. No shareholder shall be entitled, either conditionally or unconditionally, to receive any distribution out of earnings and profits of the Corporation except on a complete or partial liquidation of the Corporation.

ARTICLE 3

The aggregate number of shares which the Corporation shall have the authority to issue is Five Thousand (5,000), all of which are to be without par value.

ARTICLE 4

The offices of the corporation shall be located in the Town of Danby, County of Tompkins, and State of New York.

ARTICLE 5

The duration of this Corporation shall be perpetual.

ARTICLE 6

The address where the Secretary of State shall mail a copy of the process in any action or proceeding against the Corporation which may be served upon the Secretary is 12 White Hawk Lane, Ithaca, New York 14850.

ARTICLE 7

The following provisions are inserted for the regulation and conduct of the affairs of the Corporation and it is expressly provided that they are intended to be in furtherance and not in limitation or exclusion of the powers conferred by statute;
1. The Corporation may have one and only one class of shares of stock outstanding at any given time.

2. Ownership of any class of stock of the Corporation shall not entitle the owners to any preemptive rights to subscribe for, or purchase, or to have offered to them for subscription or purchase, any new or additional shares of any class of stock, whether now authorized in the Certificate of Incorporation or hereafter authorized, it being the purpose and intent hereof that the Board of Directors, as in its discretion it may deem advisable, shall have full right, power and authority to offer for subscription or sale, or to make any other disposition of any or all unissued shares of any class of stock of the Corporation, or of any or all shares issued and thereafter acquired by the Corporation.

ARTICLE 8

The Board of Directors of the Corporation may refuse to consent to the transfer of the shares of stock owned by any shareholder who shall be indebted to the Corporation for rental or other indebtedness until such indebtedness is paid.

IN WITNESS WHEREOF, for the purpose of forming the Corporation under the laws of the State of New York, we, the undersigned, constituting incorporators of this corporation, have personally executed this certificate of incorporation on April 17, 2018.

AELITA EARLY
7 White Hawk Lane
Ithaca, New York 14850

STEVEN WOJNOSKI
5 White Hawk Lane
Ithaca, New York 14850

DANE PERCY
2 White Hawk Lane
Ithaca, New York 14850

MARK PRICE
12 White Hawk Lane
Ithaca, New York 14850

GREG NELSON
6 White Hawk Lane
Ithaca, New York 14850

(H3350389.1)
CERTIFICATE OF INCORPORATION
OF
WHITE HAWK ECOVILLAGE COMMUNITY, INC.
(Pursuant to Section 402 of the Business Corporation Law)
B-6
This Stock Certificate Certifies that

is the owner of 100 fully paid
and non-assumable shares of common stock of

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

PRESIDENT:

SECRETARY:
B-7
Tompkins County Clerk Recording Page

Return To
HANCOCK ESTABROOK BOX

Document Type: **MORTGAGE**

<table>
<thead>
<tr>
<th>Mortgagor (Party 1)</th>
<th>Mortgagee (Party 2)</th>
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<tbody>
<tr>
<td>RED TAIL LLC</td>
<td>WHITE HAWK ECOVILLAGE IN</td>
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<table>
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State of New York
County of Tompkins

Recorded on August 30th, 2018 at 12:31:08 PM with a total page count of 10.

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York
MORTGAGE

PROPERTY ADDRESS: 0 White Hawk Lane, Danby, New York

DATED: August 15, 2018

BORROWER(S): Red Tail, LLC

LENDER: White Hawk Ecowillage, Inc.

MEANING OF WORDS

"I", "Me" and "My" refer to each person who signs this Mortgage and any person who signs an agreement to assume this Mortgage.

"Lender" means anyone who owns this Mortgage.

"Note" means the Promissory Note dated the same date as this Mortgage, which is secured by this Mortgage and any modifications or attachments to the Note.

"Loan" means the principal sum of Four Hundred and Forty Nine Thousand and Four Hundred and Eighty Nine Dollars and 00/100 ($449,489.00) with interest, which Borrower agrees to pay to the Lender according to the terms of the Note. Lender may make advances to me in the future, and shall in addition to this Loan amount stated, the Note and this Mortgage shall secure any debts I now, or in the future may owe to Lender. The maximum amount of debt secured by the Note and this Mortgage shall not be greater than the debt stated above. Lender is not obligated to make future advances.

"Taxes" mean all taxes and assessments which become liens on the Property.

"Property" means the land described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all buildings and other improvements that are located on the Property; all fixtures or other articles of property that are now or in the future will be on the Property; all rights that go along with the Property, known as "easements and appurtenances;" all rights that Borrower has in the land which lies in the streets or roads in front of, or next to, the Property; all mineral, oil and gas rights and profits, water rights
and water stock that are part of the Property; all condemnation awards for any taking by a government or agency of the whole or part of the Property or buildings or any easement in connection with the Property, including awards for changes of grade of streets; all of the rights and property described above that Borrower may acquire in the future; and all replacements of or additions to the Property and all insurance proceeds for loss or damage to the Property.

**GRANT OF MORTGAGE LIEN**

I hereby grant a first mortgage on the Property to the Lender to secure repayment of the Loan according to the terms of the Note and this Mortgage. This is a purchase money mortgage.

**AGREEMENTS OF THE BORROWER**

1. **PAYMENTS:**
   a. I will make all payments on the Note when they are due.
   b. I will pay all taxes on the Property and all charges for water and sewer service to the Property when they are due.
   c. I will pay to the Lender any amount which the Lender spends for taxes and insurance on the Property or to protect the Property from damage. These amounts, plus interest at the rate in the Note, will be added to the Loan and will be due when the Lender demands payment.
   d. I will pay the expenses of the Lender in collecting the money which I owe, including reasonable attorneys' fees.

2. **SPECIAL ACCOUNT FOR TAXES AND INSURANCE:** If requested to do so by the Lender, I will deposit enough money in a special account with the Lender so that the Lender can pay bills for taxes and insurance on the Property. The Lender will decide how much money is needed for the purpose and may deduct part of the money from the Loan at the closing. The Lender will bill me for an additional amount to be deposited each month. If the Lender decides that I have not deposited enough, I will pay the Lender enough to make up the shortage. This may be in a lump sum, an additional amount each month, or both, as the Lender may decide. Except as required by law, the Lender has no duty to pay me interest or profits because I have deposited the money with the Lender. The Lender may choose to stop receiving these deposits and to stop paying any of these bills at any time. Until this happens it is my duty to forward any bills for these items which I receive to the Lender so they can be paid on time. If I sell the Property and the Loan is not paid off, the Lender may keep the money which I have deposited and use it to pay these bills unless the buyer of the Property replaces it. If a default happens, the Lender may use the money in the special account to reduce the amount which is owed to the Lender on the Loan.

3. **INSURANCE:** I will keep insurance on the Property which is satisfactory to the Lender. I will give the insurance policies to the Lender if it asks for them.
4. CONDITION OF PROPERTY: I will keep the Property in good condition. I will not destroy or remove any buildings or fixtures now on the Property. If the Property is damaged by fire or other causes, I will notify the Lender in writing at once. I will allow the Property to be inspected by the Lender at any reasonable time.

5. NO TRANSFER OF PROPERTY: I will not transfer ownership of the Property so long as the Mortgage is on it unless the Lender consents in writing.

6. LIEN LAW: This Mortgage is subject to the trust fund provisions of Section Thirteen of the Lien Law. This makes it my duty to use the Loan for certain purposes stated in this law.

7. WARRANTY: I warrant the title to the Property. Section 254 of the Real Property Law places duties on those who warrant their title.

8. STATEMENT OF AMOUNT DUE: I will give the Lender a true statement of how much I owe the Lender on the Loan and what claims or defenses I may have against the Lender within five days after the Lender asks for it. This statement will be signed by me and acknowledged before a Notary Public.

DEFAULT

9. EVENTS OF DEFAULT: A default will happen if any payment to the Lender is not made when it is due, if I cease to be the owner of the Property, if I do not keep any other agreement in the Note or in this Mortgage, if I am bankrupt, or anything in the application for the Loan is not true.

10. DEFAULT TO OTHER LENDER(S): In the event of my default in any obligation to a lending institution other than Lender, I am required to notify Lender in writing of such default and to forward copies of all written communications and documents regarding the default. Such written notice and copies of communications shall be delivered to Lender within five (5) days of my receipt. My failure to provide written notice of default to Lender shall be considered default of the terms of the mortgage provided by Lender.

RIGHTS OF LENDER

11. LOAN MAY BE CALLED: If there is a default, the Lender may call the Loan. This means that the whole amount due under the Note and this Mortgage, and all accrued interest and late charges thereunder which is unpaid, will be due at that time, even if I am not told.

12. COLLECTION BY FORECLOSURE OR OTHER ACTION: If I fail to pay all amounts which I have agreed to pay to the Lender, including the entire balance if the Loan is called, the Lender may bring legal action against me. The Lender may choose to foreclose this Mortgage, which will result in the Property being sold to pay what is owed and I will pay
any balance owing after the sale. The Lender may also sue me for any amount which I owe without foreclosing.

13. LENDER MAY PAY TAXES: If I do not pay all taxes on the Property when they are due, the Lender may pay them, and such amount advanced will be added to the amount owed Lender.

14. LENDER MAY PROVIDE INSURANCE: If I do not provide the Lender with the required insurance, the Lender may get insurance on the Property to protect the Lender, and such amount advanced will be added to the amount owed the Lender.

15. PAYMENTS FOR DAMAGE OR TAKING: If the Property is damaged or taken by condemnation, the Lender has the right to collect all payments from insurance or for the taking. The Lender may use this money to reduce the amount of the Loan or pay off the Loan before paying me which is left. If I repair the damage, the Lender may give me the insurance payment to cover the cost of repairs if it chooses to do so.

16. PROTECTION OF THE PROPERTY: If the Lender feels that the Property is in danger of damage or destruction, the Lender may send its representative on the Property to protect or repair it, and the cost thereof will be added to the amount owed to Lender.

17. RECEIVER: The Lender, in any action to foreclose this Mortgage, shall be entitled to the appointment of a receiver. Section 254 of the Real Property Law explains the Lender’s rights to a receiver.

18. PARTIAL PAYMENT: If I pay less than the amount due and payable to the Lender at any time, Lender may accept that payment without losing any rights which it may have because of the default in paying all amounts due.

19. LENDER’S RIGHT TO CONTINUE: Each of the Lender’s rights under this Mortgage is separate. If the Lender does not enforce any rights of the Lender under this Mortgage or under the law, the Lender will still have all of those rights and may enforce them in the future.

20. LENDER DEFINED: “Lender” shall mean an individual or corporation who or which may be the owner of this mortgage loan and the neuter gender where used here in shall also be interpreted to mean the masculine or feminine gender, and singular shall also be interpreted to mean plural where application.

21. RENT AND EVICTION AFTER DEFAULT: If there is a default under this Mortgage, Borrower must pay monthly in advance to lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Borrower. If Borrower does not pay the rent when due, Borrower will vacate and surrender the Property to the Lender, or to the receiver, if any. Lender may evict the Borrower by summary proceedings or other court proceedings.
22. NO WAIVER: Delay or failure of Lender to take any action will not prevent the Lender from taking any action later. Lender may enforce those rights it chooses without giving up any other rights.

23. NOTICES: Notices, demands, or requests must be in writing and may be delivered in person or sent by mail.

24. This mortgage may not be changed orally.

25. This mortgage shall be binding upon Borrower, Lender, and their respective heirs, executors, administrators, successors, and assigns.

26. Each borrower shall be separately liable for the debt secured by this Mortgage, and the agreements contained herein.

Red Tail, LLC

[Signature]

Aelita Early, a duly authorized managing member

[Signature]

Steven Woinoski, a duly authorized managing member

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

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

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

On the 29th of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Woinoski, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public
SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 35.20 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;

THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;

THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;

THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;

THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;

THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;

THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;

THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;

THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;

THENCE running SOUTH 80 degrees 18 minutes 45 seconds EAST, and passing through an iron pipe at 61.00 feet, and an iron pin at 1,007.54 feet, a total distance of 2,147.33 feet to a point marked by an iron pin;

THENCE running NORTH 88 degrees 27 minutes 43 seconds EAST a distance of 617.80 feet to a point marked by an iron pin in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the
west line of Danby Road a distance of 329.87 feet to a point;

THENCE running NORTH 81 degrees 28 minutes 36 seconds WEST, and passing through the remains of a concrete monument at 10.0 feet, a total distance of 242.71 feet to a point located 0.4 feet northerly of an old fence post;

THENCE running NORTH 78 degrees 01 minutes 34 seconds WEST a distance of 186.00 feet to a point marked by an iron pin;

THENCE running SOUTH 09 degrees 31 minutes 12 seconds EAST a distance of 413.18 feet to a point marked by an iron pin;

THENCE running SOUTH 79 degrees 15 minutes 34 seconds EAST, and passing through an iron pin at 417.68 feet, a total distance of 418.98 feet to a point in the west line of Danby Road;

SCHEDULE A (continued)

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 316.55 feet to a point marked by an iron pin;

THENCE running SOUTH 84 degrees 55 minutes 14 seconds WEST a distance of 134.79 feet to a point marked by an iron pin;

THENCE running SOUTH 03 degrees 34 minutes 48 seconds EAST, and passing through an iron pin at 5.00 feet, a total distance of 165.00 feet to a point marked by an iron pin;

THENCE running NORTH 84 degrees 55 minutes 14 seconds EAST a distance of 147.61 feet to a point marked by an iron pin in the west line Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 184.32 feet to the point or place of beginning.

SUBJECT TO the following Ground Leases affecting certain Lots shown on the survey maps referenced hereinbelow and as originally and/or subsequently recorded in the Tompkins County Clerk’s Office as follows:

Lot 6 (Instrument No. 530966-001);
Lot 5 (Instrument No. 530968-001);
Lot 7 (Instrument No. 533902-003 and Instrument No. 2014-00863);
Lot 8 (Instrument No. 572007-001);
Lot 11 (Instrument No. 584306-006);
Lot 9 (Instrument No. 2014-00612);
Lot 2 (Instrument No. 2014-07907);
Lot 14 (Instrument No. 2015-08548);
Lot 13 (Instrument No. 2015-10485);
Lot 12 (Instrument No. 2016-09469);
Lot 10 (Instrument No. 2017-06270).

SUBJECT TO easements for gas pipelines as shown on the survey map referenced hereinbelow. [As a reference for possible affecting easements recorded in the Tompkins County Clerk's Office see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334.]

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SCHEDULE A (continued)


SUBJECT TO the terms set forth in the "White Hawk Ecovillage Membership Guidelines and Agreements" referenced in the "Declaration of Covenants and Restrictions of White Hawk Ecovillage" dated August 11, 2008 and recorded the same day in the Tompkins County Clerk's Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk's Office as Instrument No. 2014-00270.

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by instrument dated September 10, 2010 and recorded January 19, 2011 in the Tompkins County Clerk’s Office as Instrument No. 570312-001, which easement allows for access in order to install and maintain a monitoring well on the above-described premises; as modified by Agreement dated April 23, 2013 and recorded February 27, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-02169.

SUBJECT TO the rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced hereinbelow.

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SUBJECT TO the terms of a certain Encroachment Agreement executed by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded in the Tompkins County Clerk’s Office concurrently herewith.

REFERENCE is also hereby made to a survey map incorporated herein entitled “Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13928.

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BEING THE SAME PREMISES conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and recorded in the Tompkins County Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789.
Tompkins County Clerk Recording Page

Return To
HANCOCK ESTABROOK BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: MISC

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Instrument #: 2018-09942

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State of New York
County of Tompkins

Filed on August 31st, 2018 at 2:09:46 PM with a total page count of 12.

[Signature]
Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach
ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement") is entered into and effective as of August 29, 2018 (the "Effective Date"), by and among White Hawk Ecovillage, Inc. ("Lender"); Red Tail, LLC, ("Original Borrower"); and White Hawk Ecovillage Community, Inc., ("New Borrower"). Original Borrower and New Borrower are sometimes collectively referred to as "Borrower Parties".

RECITALS

A. Original Borrower is the current owner of fee title to the real property ("Land") and the buildings and improvements thereon ("Improvements"), commonly known as "White Hawk Ecovillage" located in the Town of Danby, County of Tompkins, State of New York, more particularly described in the attached Exhibit "A" (the Land and the Improvements are collectively referred to as the "Property").

B. Lender is the current owner and holder of a loan ("Loan") in the original principal amount of $449,489.00 made to Original Borrower pursuant to the terms of a Promissory Note (the "Note") dated August 15, 2018, between Original Borrower and Lender, as secured by that certain mortgage dated August 15, 2018 and recorded in the Tompkins County Clerk’s Office on August 30, 2018 as Instrument No.2018-04569 (the "Mortgage").

C. New Borrower desires to obtain Lender’s consent to the assignment and assumption of the Mortgage as described below.

D. The Requested Actions, without Lender’s consent, are prohibited by the terms of the Note and Mortgage.

E. The Lender has agreed to consent to the following requested actions (collectively the "Requested Actions"): (i) Original Borrower selling the Property to New Borrower, and (ii) New Borrower assuming all of Original Borrower’s obligations under the Loan Documents.

NOW THEREFORE, in consideration of $10.00 paid by each of the parties to the other, the mutual covenants set forth below, and other good and valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1

REPRESENTATIONS

1.1 Original Borrower Representations. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Original Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Recitals. All of the facts set forth in the Recitals of this Agreement are true and correct and incorporated into this Agreement by this reference.
(b) Authority of Original Borrower. Original Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of New York. The execution and delivery of, and performance under, this Agreement by Original Borrower have been duly and properly authorized pursuant to all requisite limited liability company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Original Borrower or the articles of organization, certificate of formation, operating agreement, limited liability company agreement or any other organizational document of Original Borrower or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Original Borrower is a party or by which the Property may be bound or affected.

(c) Compliance with Laws. To Original Borrower’s knowledge, all permits, licenses, franchises or other evidences of authority to use and operate the Property as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect. Original Borrower has not received any written notice from any governmental entity claiming that Original Borrower or the Property is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Property, including, without limitation, any notice relating to any violations of zoning, building, environmental, fire, health, or other laws, ordinances, rules, codes or regulations.

(d) No Default. To Original Borrower’s knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Note and Mortgage.

1.2 Acknowledgments, Warranties and Representations of New Borrower. As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, New Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

(a) Incorporation of Recitals. All of the facts set forth in the Preliminary Statement of this Agreement are true and incorporated into this Agreement by reference.

(b) Authority of New Borrower.

(i) New Borrower. New Borrower is a duly organized, validly existing business corporation in good standing under the laws of the State of New York. The execution and delivery of, and performance under, this Agreement and the Loan Documents by New Borrower have been duly and properly authorized pursuant to all requisite company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Borrower or the certificate of incorporation, bylaws, or any other organizational document of New Borrower or (y) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which New Borrower is a party or by which the Property may be bound or affected.
(c) No Default. To New Borrower’s knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Note and Mortgage.

ARTICLE 2

ACKNOWLEDGMENTS AND COVENANTS OF BORROWER PARTIES

As a material inducement to Lender to enter into this Agreement and to consent to Requested Actions each of Borrower Parties, as to itself only, acknowledges, warrants, represents, covenants and agrees to and with Lender as follows:

2.1 Assumption of Loan. New Borrower hereby assumes the indebtedness due under the Note, the Loan and all of Original Borrower’s other obligations, as grantor, mortgagor, borrower, assignor, trustor, indemnitor, guarantor, or maker, as the case may be, under the Loan Documents to the same extent as if New Borrower had signed such instruments. New Borrower agrees to comply with and be bound by all the terms, covenants and agreements, conditions and provisions set forth in the Loan Documents.

ARTICLE 3

ADDITIONAL PROVISIONS

3.1 Successors or Assigns. Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be deemed included. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.2 Invalid Provision to Affect No Others. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained in this Agreement, and the remainder of this Agreement shall remain operative and in full force and effect.

3.3 Modifications. The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted. Lender’s consent to the Requested Actions shall not be deemed to constitute Lender’s consent to any provisions of the organizational documents that would be in violation of the terms and conditions of any of the Loan Documents.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
The parties have executed and delivered this Agreement as of the day and year first above written.

LENDER:

WHITE HAWK ECOVILLAGE, INC.

By: 

Aelita Early, a duly authorized director

By: 

Steven Woinoski, a duly authorized director

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

On the 28 of August , 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT  
Notary Public  
JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 010629473  
My Commission Expires Sep 7 2022

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

On the 29 of August , 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Woinoski, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT  
Notary Public  
JAMIE E. CORBETT  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 010629473  
My Commission Expires Sep 7 2022
The parties have executed and delivered this Agreement as of the day and year first above written.

**ORIGINAL BORROWER:**

Red Tail, LLC

By: ____________________________

Aelita Early, a duly authorized director

By: ____________________________

Steven Woinoski, a duly authorized director

STATE OF NEW YORK       )
COUNTY OF TOMPKINS       )
                         )
On the 28 of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]

Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CD0228472
My Commission Expires: 04/10/2022

STATE OF NEW YORK       )
COUNTY OF TOMPKINS       )
                         )
On the 28 of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Woinoski, the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]

Notary Public

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01CD0228472
My Commission Expires: 04/10/2022
The parties have executed and delivered this Agreement as of the day and year first above written.

NEW BORROWER:

WHITE HAWK ECOCITY COMMUNITY, INC.,
a New York Business Corporation

By:  
Aelita Early, a duly authorized director

By:  
Steven Woinoski, a duly authorized director

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

On the 28 of AUGUST, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT  
Notary Public  
State of New York  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01COE89473  
My Commission Expires 4/10/2023

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

On the 29 of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Woinoski, the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMIE E. CORBETT  
Notary Public  
State of New York  
Notary Public, State of New York  
Qualified in Tompkins County  
No. 01COE89473  
My Commission Expires 4/10/2023
EXHIBIT A

LEGAL DESCRIPTION
SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 35.20 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;

THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;

THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;

THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;

THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;

THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;

THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;

THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;

THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;

THENCE running SOUTH 80 degrees 18 minutes 45 seconds EAST, and passing through an iron pipe at 61.00 feet, and an iron pin at 1,007.54 feet, a total distance of 2,147.33 feet to a point marked by an iron pin;

THENCE running NORTH 88 degrees 27 minutes 43 seconds EAST a distance of 617.80 feet to a point marked by an iron pin in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the
west line of Danby Road a distance of 329.87 feet to a point;

THENCE running NORTH 81 degrees 28 minutes 36 seconds WEST, and passing through the remains of a concrete monument at 10.0 feet, a total distance of 242.71 feet to a point located 0.4 feet northerly of an old fence post;

THENCE running NORTH 78 degrees 01 minutes 34 seconds WEST a distance of 186.00 feet to a point marked by an iron pin;

THENCE running SOUTH 09 degrees 31 minutes 12 seconds EAST a distance of 413.18 feet to a point marked by an iron pin;

THENCE running SOUTH 79 degrees 15 minutes 34 seconds EAST, and passing through an iron pin at 417.68 feet, a total distance of 418.98 feet to a point in the west line of Danby Road;

**SCHEDULE A (continued)**

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 316.55 feet to a point marked by an iron pin;

THENCE running SOUTH 84 degrees 55 minutes 14 seconds WEST a distance of 134.79 feet to a point marked by an iron pin;

THENCE running SOUTH 03 degrees 34 minutes 48 seconds EAST, and passing through an iron pin at 5.00 feet, a total distance of 165.00 feet to a point marked by an iron pin;

THENCE running NORTH 84 degrees 55 minutes 14 seconds EAST a distance of 147.61 feet to a point marked by an iron pin in the west line Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 184.32 feet to the point or place of beginning.

**SUBJECT TO** the following Ground Leases affecting certain Lots shown on the survey maps referenced hereinbelow and as originally and/or subsequently recorded in the Tompkins County Clerk's Office as follows:

Lot 6 (Instrument No. 530966-001);
Lot 5 (Instrument No. 530968-001);
Lot 7 (Instrument No. 533902-003 and Instrument No. 2014-00863);
Lot 8 (Instrument No. 572007-001);
Lot 11 (Instrument No. 584306-006);
Lot 9 (Instrument No. 2014-00612);
Lot 2 (Instrument No. 2014-07907);
Lot 14 (Instrument No. 2015-08548);
Lot 13 (Instrument No. 2015-10485);
Lot 12 (Instrument No. 2016-09469);
Lot 10 (Instrument No. 2017-06270).

SUBJECT TO easements for gas pipelines as shown on the survey map referenced hereinbelow. [As a reference for possible affecting easements recorded in the Tompkins County Clerk’s Office see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334.]

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SCHEDULE A (continued)


SUBJECT TO the terms set forth in the “White Hawk Ecovillage Membership Guidelines and Agreements” referenced in the “Declaration of Covenants and Restrictions of White Hawk Ecovillage” dated August 11, 2008 and recorded the same day in the Tompkins County Clerk’s Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-00270.

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**SUBJECT TO** the rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced hereinbelow.

**SUBJECT TO** the minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced hereinbelow.

**SUBJECT TO** the terms of a certain Encroachment Agreement executed by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded in the Tompkins County Clerk's Office concurrently herewith.

**REFERENCE** is also hereby made to a survey map incorporated herein entitled "Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk's Office as Instrument No. 2017-13928.

**REFERENCE** is hereby made to a survey map incorporated herein entitled "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" prepared by Lee Dresser, L.L.S. No. 050096, of T. G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which was filed on December 6, 2017 in the Tompkins County Clerk's Office as Instrument No. 2017-13927.

**BEING THE SAME PREMISES** conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and recorded in the Tompkins County Clerk's Office on August 6, 2018 as Instrument No. 2018-08789.
PROMISSORY NOTE

$449,489.00  August 15, 2018

1. PROMISE TO PAY
Red Tail, LLC, a limited liability company organized under the laws of the State of New York with a mailing address of 12 White Hawk Lane, Ithaca, New York hereby promises to pay to the order of White Hawk Ecosillage, Inc., a not-for-profit corporation organized under the laws of the State of New York with a mailing address of 12 White Hawk Lane, Ithaca, New York, (the "Lender"), the sum of Four Hundred Forty-Nine Thousand Four Hundred Eighty-Nine and 00/100 Dollars ($449,489.00) (the "Principal") plus interest thereon.

2. INTEREST
Interest will be charged at the rate of Two and 98/100 Percent (2.98%) per annum on the unpaid principal from the date of this Note, continuing until the full amount of principal has been paid.

3. PAYMENT AND TERM
Borrower will pay the entire principal amount due hereunder, together with all interest accrued thereon, in equal monthly installments of $1,546.22, commencing on September 1, 2018 and continuing until August 31, 2061, at which time any unpaid principal balance and all accrued interest and late charges shall be due and payable immediately. Payment is to be made at Lender's address, as stated above, or at any other address that Lender directs Borrower in writing.

4. LATE CHARGES
Payments must be received by the 15th day of the month. Any payments received after the 15th day of the month will be subject to a 2% late charge.

5. PREPAYMENT
The entire debt or any portion thereof may be paid in advance at any time, with no extra charge. The Lender will apply any payment first to interest and late charges accrued through the date of delivery of such payment, if any, and then to repayment of the principal amount of the debt.

6. EVENTS OF DEFAULT
Lender may declare the full amount of this Note due immediately for any default, and thereafter Borrower will have to immediately pay the full amount of unpaid principal and late charges which Lender may be entitled to under this Note. The following are defaults:

   (a) failure to pay, when due, any amount payable on any of my obligations under this Note; and

   (b) failure to do anything Borrower is obligated to do under this Note.

7. WAIVER OF PRESENTMENT, ETC.
If the Note is not paid when due, Borrower agrees that the Lender does not have to notify Borrower before the Lender can enforce rights to collect all amounts due. The Lender does not have to present this Note, demand payment, give notice of dishonor or protest.

{13370825:2}
9. COSTS OF COLLECTION
Borrower agrees that in the event of a default under the terms of this Note, Lender shall be entitled to recover, in addition to the outstanding principal and late charges due and payable under the terms of the Note, Lender's reasonable attorney's fees and costs.

10. DELAY, GOVERNING LAW AND MODIFICATION
Delay or failure of the Lender to take any action which Lender is entitled to take hereunder will not prevent the Lender from doing so later. The laws of the State of New York shall govern this Note. This Note cannot be changed except in writing signed by the Lender.

Red Tail, LLC

Aelita Early, a duly authorized managing member

Steven Woinoski, a duly authorized managing member

STATE OF NEW YORK
COUNTY OF TOMPKINS

On the 28th day of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT
Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01C09228673
My Commission Expires: Sept 20 2022

STATE OF NEW YORK
COUNTY OF TOMPKINS

On the 19th day of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early and Steven Woinoski, the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

JAMIE E. CORBETT
Notary Public
Notary Public, State of New York
Qualified in Tompkins County
No. 01C09228673
My Commission Expires: Sept 20 2022
ALLONGE

THIS ALLONGE is made effective as of the 24th day of August, 2018, and shall be affixed to that certain Promissory Note in the original principal amount of $449,489.00 given by Red Tail, LLC to White Hawk Ecovillage, Inc. dated August 15, 2018 (the “Note”), which Note has been assumed as of this same date by White Hawk Ecovillage Community, Inc. (“New Borrower”).

Pay to the order of Red Tail, LLC, its successors and assigns. This endorsement is made without recourse, and without representation or warranty of any kind whatsoever, express or implied, or by operation of law, and that it has not executed any prior assignment or pledge of any of the Note;

This endorsement is given for the purpose of completing the chain of endorsements to the Note as a supplement to the assignment of record of the Mortgage which secures it, and to the physical delivery of said Note, and is not intended to create or evidence any new or different rights or liabilities.

White Hawk Ecovillage, Inc.

By: __________________________
   Name: Aelita Early
   Title: Duly Authorized Director

By: __________________________
   Name: Steven Woinoski
   Title: Duly Authorized Director

STATE OF NEW YORK   )
COUNTY OF TOMPKINS  ) ss.

On the 28 of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Aelita Early, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public
Jamie E. Corbett
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0628472
My Commission Expires: 09-20-2022

STATE OF NEW YORK   )
COUNTY OF TOMPKINS  ) ss.

On the 29 of August, 2018 before me, the undersigned, personally appeared and, personally known to me or proved to me on the basis of satisfactory evidence to be Steven Woinoski, the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public
Jamie E. Corbett
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0628472
My Commission Expires: 09-20-2022
B-8
Tompkins County Clerk Recording Page

Return To
HANCOCK ESTABROOK
BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: MISC

Receipt Number: 18-207183

Party 1
WHITE HAWK ECOVILLAGE COMMUNITY INC

Fees
Recording Fee $20.00
Pages Fee $20.00
State Surcharge $20.00
Total Fees Paid: $60.00

State of New York
County of Tompkins

Filed on August 31st, 2018 at 12:35:58 PM with a total page count of 4.

Maureen Reynolds
Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

08/31/2018 12:35:56 PM
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is made and effective as of August 29, 2018, by and between White Hawk Ecovillage Community, Inc., with an address at 12 White Hawk Lane, Ithaca, NY 14850 (“Lessor”), and Michael Early and Aelita K. Early (“Lessee”).

RECITALS:

A. Lessor and Lessee entered into that certain Propriety Lease dated 8/29/18 by and between White Hawk Ecovillage Community, Inc. and Lessee, pursuant to which Lessor leased to Lessee a portion of real property situated on White Hawk Lane in the Town of Danby, County of Tompkins and State of New York, as more particularly described on Exhibit “A” attached hereto and hereby made a part hereof (the “Leased Premises”), all on and subject to the terms, covenants and conditions contained in the Lease.

B. Lessor and Lessee desire to enter into this Memorandum, and to record the same in the public land records of Tompkins County, for the purpose of giving public record notice of the Lease pertaining to the Leased Premises, and certain of the terms and conditions as amended therein.

ACKNOWLEDGEMENTS AND AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Lease. The parties now enter into this Memorandum, and the same shall be recorded in the Tompkins County Clerk’s Office, for the purpose of giving public record notice of the Lease.

2. Term. The Lease shall continue for 99 years from the date hereof, unless sooner terminated pursuant to the provisions of the Lease. The Lease may be extended for an additional ninety-nine (99) years at the option of either the Lessor or the Lessee at any time prior to the expiration of the original ninety-nine (99) year term.

3. Effect of Lease. This Memorandum is subject, in all respects, to the Lease and the terms and provisions thereof. Neither this Memorandum nor any term or provision hereof shall limit, alter, vary, modify, or amend, in any manner or respect, the Lease or any term or provision thereof.

4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original and all of which together shall be a single instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

Michael Early

Aelita K. Early

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

By: Aelita Early, President

By: Steven E. Woinoski, Vice-President

(H3408557.1)
STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 18th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Early, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0239573
My Commission Expires 09/20/2022

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 28th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Aelita K. Early, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0239573
My Commission Expires 09/20/2022

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 29th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Woinoski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

[Signature]

JAMIE E. CORBETT
Notary Public, State of New York
Qualified in Tompkins County
No. 01C0239573
My Commission Expires 09/20/2022
Exhibit “A”

Lot Legal Description

ALL THAT TRACT OR PARCEL OF LAND, consisting of 2 acres, more or less, situated in the Town of Danby, Tompkins County, New York, and being bounded on the north by a line 10 feet south of the limits of tax parcel 7-1-68, beginning at a point located 10 feet south of a survey pin referenced as #887 in the T. G. Miller Survey S13550-SKETCH; extending 220.93 feet eastward at an angle of S 80°18’45” E; and from there being bounded on the east by a line extending 250 feet southward at an angle of S 09°41’15” W; and from there being bounded on the south by a line extending 366 feet westward at an angle of N 80°18’46” W; and from there being bounded on the west by a line extending northward 187.25 feet at an angle of N 09°41’15” E; and finally from there being bounded on the northwest by a line extending 158.06 feet at an angle of N 76°17’44” E thus returning to the point or place of beginning.

BEING A LEASEHOLD INTEREST encumbering A PORTION OF THE SAME FEE SIMPLE PREMISES conveyed to Seven Circles, LLC by deed from Henry Peterson dated August 13, 2007, recorded August 14, 2007 in said Clerk’s Office as Instrument No. 513341-001, as corrected by Deed of Correction dated October 10, 2007, recorded October 11, 2007 in said Clerk’s Office as Instrument No. 516181-003, thereafter conveyed by Seven Circles LLC to White Hawk Ecovillage, Inc. by deed dated December 5, 2017 and recorded on December 6, 2017 in said Clerk’s Office as Instrument No. 2017-13926, which right, title and interest was then conveyed to Red Tail, LLC by deed dated April 17, 2018 and recorded in said Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789, and which right, title and interest was then conveyed to the Cooperative by deed dated June 11, 2018 and intended to be recorded in said Clerk’s Office together herewith.
**Tompkins County Clerk Recording Page**

**Return To**  
HANCOCK ESTABROOK BOX

**Grantor (Party 1)**  
WHITE HAWK ECOVILLAGE COMMUNITY INC

**Grantee (Party 2)**  
PERCY, DANE

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**Fees**

**State of New York**  
**County of Tompkins**

Recorded on August 31st, 2018 at 12:35:56 PM with a total page count of 4.

**Maureen Reynolds**  
Tompkins County Clerk

*This sheet constitutes the Clerk’s endorsement required by section 319 of the Real Property Law of the State of New York*

**Do Not Detach**

08/31/2018 12:35:55 PM
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is made and effective as of July 25, 2018, by and between White Hawk Ecovillage Community, Inc., with an address at 12 White Hawk Lane, Ithaca, NY 14850 ("Lessor"), and Dane Percy and Susan Storey ("Lessee") with an address of 10 White Hawk Lane, Ithaca, New York 14850.

RECATALS:

A. Lessor and Lessee entered into that certain Amended and Restated Proprietary Ground Lease dated July 25, 2018, which amends and restates that certain Seven Circles Resident Ground Lease Lot No. 10 by and between Seven Circles LLC and Lessee dated June 8, 2017 and recorded on June 9, 2017 as Instrument No. 2017-06270 in the Tompkins County Clerk’s Office, pursuant to which Lessor leased to Lessee a portion of real property situated on White Hawk Lane in the Town of Danby, County of Tompkins and State of New York, as more particularly described on Exhibit "A" attached hereto and hereby made a part hereof (the "Leased Premises"), all on and subject to the terms, covenants and conditions contained in the Lease.

B. Lessor and Lessee desire to enter into this Memorandum, and to record the same in the public land records of Tompkins County, for the purpose of giving public record notice of the Lease pertaining to the Leased Premises, and certain of the terms and conditions as amended therein.

ACKNOWLEDGEMENTS AND AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Lease. The parties now enter into this Memorandum, and the same shall be recorded in the Tompkins County Clerk’s Office, for the purpose of giving public record notice of the Lease.

2. Term. The Lease shall continue for 99 years from the date hereof, unless sooner terminated pursuant to the provisions of the Lease. The Lease may be extended for an additional ninety-nine (99) years at the option of either the Lessor or the Lessee at any time prior to the expiration of the original ninety-nine (99) year term.

3. Effect of Lease. This Memorandum is subject, in all respects, to the Lease and the terms and provisions thereof. Neither this Memorandum nor any term or provision hereof shall limit, alter, vary, modify, or amend, in any manner or respect, the Lease or any term or provision thereof.

4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be an original and all of which together shall be a single instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

Dane Percy

Susan Storey

WHITE HAWK ECOVILLAGE COMMUNITY, INC.

By: Aelita Early, President

By: Steven E. Woinoski, Vice-President
STATE OF NEW YORK       
COUNTY OF TOMPKINS        ss:

On the 27th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared **Dane Percy and Susan Storey**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK       
COUNTY OF TOMPKINS        ss:

On the 28th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared **Aelita Early**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK       
COUNTY OF TOMPKINS        ss:

On the 29th day of August in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven E. Woinoski**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual acted, executed the instrument.
Exhibit “A”

Lot Legal Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Danby, Tompkins County, New York, and being Lot No. 10 on a survey by T. G. Miller, P.C., Engineers & Surveyors, Darrin A. Brock, LLS dated March 5, 2015 entitled “SURVEY MAP SHOWING PROPOSED LOT LAYOUT FOR WHITE HAWK ECOVILLAGE TOWN OF DANBY, TOMPKINS COUNTY, NEW YORK,” which map was approved in conformance with Town of Danby Zoning and Subdivisions Regulations July 9, 2008, and which map was filed in the Tompkins County Clerk’s Office on July 7, 2015 as Instrument No. 2015-07785.

BEING THE SAME LEASEHOLD PREMISES leased by and between Seven Circles LLC and Dane Percy and Susan Storey by instrument dated June 8, 2017 and recorded on June 9, 2017 as Instrument No. 2017-06270 in the Tompkins County Clerk’s Office, and encumbering A PORTION OF THE SAME FEE SIMPLE PREMISES conveyed to Seven Circles, LLC by deed from Henry Peterson dated August 13, 2007, recorded August 14, 2007 in said Clerk’s Office as Instrument No. 513341-001, as corrected by Deed of Correction dated October 10, 2007, recorded October 11, 2007 in said Clerk’s Office as Instrument No. 516181-003, thereafter conveyed by Seven Circles LLC to White Hawk Ecovillage, Inc. by deed dated December 5, 2017 and recorded on December 6, 2017 in said Clerk’s Office as Instrument No. 2017-13926, which right, title and interest was then conveyed to Red Tail, LLC by deed dated April 17, 2018 and recorded in said Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789, and which right, title and interest was then conveyed to the Cooperative by deed dated June 11, 2018 and intended to be recorded in said Clerk’s Office together herewith.
Return To
HANCOCK ESTABROOK BOX

Maureen Reynolds, County Clerk
Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **DEED**

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| Receipt Number: 18-207181 |

| Property located in **Danby** |

State of New York
County of Tompkins

Recorded on August 31st, 2018 at 12:23:10 PM with a total page count of 6.

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**Tompkins County Clerk**

_This sheet constitutes the Clerk’s endorsement required by section 319 of the Real Property Law of the State of New York_

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Do Not Detach
Existing Grade: 28.0°

NOTES:
1. SEE TOWN OF DANBY SPECIFICATIONS FOR TOWN HIGHWAYS.

Datum Elevation = 116.0'
COMPACTED GRANULAR SUBBASE TYPE 4

NOTES:

NEW YORK STATE ROUTE 96B

DANBY ROAD (ONE LANE CLOSE)
C-1
At the ends of new lines. Repeat disinfection and testing until no TC are present. Flush and Disinfect all lines after installation. Collect samples for Total Coliform analyses.

**Distribution System 2":** from Water Building and around loop about 1900'; space 4 operating pressure (hdpe SDR9 or SDIR9; PVC Sch 40 or 80).

Jet pump with small pressure tank for both pressure testing and disinfection. Place pump suction line in small tank (20-30: for 50 mg/l: 0.13 ounces to 1 gallon of water. For 200 mg/l: 0.5 ounce to 1 gallon of water. Use small

**Disinfection** for 4 hours to maintain the test pressure. After about 4 hours, initial expansion should be complete and the actual test can

During the initial expansion of the pipe under test, sufficient make-up water must be added to the system at hourly intervals.

**Above Plastic Pipe**

Pressure Relief Valves are not needed. The shut-off heads for all the pumps are less than the allowable operating pressure for the water lines. The

NO switches with MERCURY are to be used

**Provide Chlorine Residual test kit like HACH CN-66 DPD method, with color wheel, range 0-3.5 mg/l in 0.1 increments.**

Mount all pressure and contact tanks on blocks so drain taps are accessible

SV - Solenoid Valve, (1 needed) like 1/2" minimum Asco 212 2-way plastic solenoid valve for potable water.

STa - Sampling Tap with smooth nose. Room for bucket underneath.

ST1 - 30 gal chlorine polyethylene (PE) solution tanks w/cover and graduated marks. Label "CHLORINE SOLUTION"

**RESERVOIR** - 3 required, min 1000 gal tank like NORWESCO 1000 CISTERN (WHITE) with vented lid; provide 2" overflow to outdoors; end 18"

PT2, PT3 - (4 required) 80 gal min Pressure Tanks, like Goulds (Xylem) V250 (83.59 g, 25.9 g drawdown at 30-50 psi)

PgS - Pressure Switch and Pressure Guage

FS - Float Switch, like CENTRIPRO PUMPMASTER A2H Series to control SV, 4" range, and A2N to control low water alarm.

FC - Flow Rate Controller, 8 gpm, like DOLE 934380 Model GP 1 1/4"

DR - Drain Tap, provide for hose connection

CL-1 - Chlorinator Pump, like Stenner 45, 10 gpd capacity.

ARV - Air/Vacuum release valve, like Valmatic 100S.

V - Check Valve (with anti-siphon valves on chlorine line).
C-1
Flush and disinfect all lines after installation. Collect samples for Total Coliform analyses.

**PROPOSED DISCONNECTION OF WELL TM2542**

**Building:** space at least 2 valves along each.

Well supply lines 1 1/2": about 1600' from TM2806; 1400' from TM3473 to Water shut-off valves along the loop.

All lines PVC, PE or HDPE pipe listed by NSF for Potable Water, minimum 160 psi. 

**DISTRIBUTION/BUILDING SERVICE/WELL SUPPLY LINE NOTES**

- Gallons) of clear water for pressure testing and chlorine solution mix for disinfection.
- With clean potable water until no chlorine is in system. Collect microbiological sample for analysis by a certified lab. Repeat 50 mg/l chlorine solution and let stand for 24 hours, or 200 mg/l chlorine solution and let stand for three hours. Flush system.

**Step Two:** drop the pressure by 10 psi. If the pressure then remains within 5% of the target value for 1 hour, this

**Step One:** is the initial expansion and the test phase. When test pressure is applied to a water filled pipe, the pipe expands.

**Support:** Use block supports to maintain the proper alignment of the pipe during the expansion phase. Use hardware or grout to secure the pipe in the position desired. Install hanger supports under the pipe to avoid movement.

**During the initial expansion of the pipe under test, sufficient make-up water must be added to the system at hourly intervals.**

**Provide Chlorine Residual test kit like HACH CN-66 DPD method, with color wheel, range 0-3.5 mg/l in 0.1 increments.**

**Mount all pressure and contact tanks on blocks so drain taps are accessible.**

**Provide Submersible Well Pump - (1 existing, 1 needed) Goulds 10GS07 (0.75 hp).**

**SV - Solenoid Valve, (1 needed) like 1/2" minimum Asco 212 2-way plastic solenoid valve for potable water.**

**SF - Cartridge Sediment Filter, 10-50 microns. (In each well hut; also recommend prior to meters.)**

**STa - 30 gal chlorine polyethylene (PE) solution tanks w/cover and graduated marks. Label "CHLORINE SOLUTION" above grade with 1/8" screen.**

**PT2, PT3 - (4 required) 80 gal min Pressure Tanks, like Goulds (Xylem) V250 (83.59 g, 25.9 g drawdown at 30-50 psi) and PT1 - (1 existing, 1 more required) 44 gal min Pressure Tanks, like Well-X-Trol WX250 (44 g, 13 g drawdown at 40-60 psi) (In each well hut).**

**PS  - Pump Saver/PumpTec**

**FS - Float Switch, like CENTRIPRO PUMPMASTER A2HSeries to control SV, 4" range, and A2N to control low water alarm.**

**FC - Flow Rate Controller, 8 gpm, like DOLE 934380 Model GP 1 1/4"**

**DR - Drain Tap, provide for hose connection**

**DP - Distribution Pump, 2 required, like GOULDS 1 HP HSC-10 shallow well pump, about 25 gpm at 50 psi w/0' lift.**

**V - Check Valve (with anti-siphon valves on chlorine line) with clean potable water until no chlorine is in system. Collect microbiological sample for analysis by a certified lab. Repeat 50 mg/l chlorine solution and let stand for 24 hours, or 200 mg/l chlorine solution and let stand for three hours. Flush system.**

**Step Two:** drop the pressure by 10 psi. If the pressure then remains within 5% of the target value for 1 hour, this
C-2
Sub-soil conditions

- Soil description (include water conditions): Specify if any land subsidence, expansive soils, hazardous materials, and/or environmental restrictions are present on the property. If present, describe associated risks.
  - About 7 acres of the 121.476-acre property has been or is proposed to be developed for residential use. The soil on half the property, including all the development area is identified as Erie Channery silt loam, hydrologic soil group D, non-hydic. This soil has good stability, moderately high bearing capacity, and is good fill material. A fragipan (dense soil layer) at 10-21 inches may create a seasonal water table there, but that water is controlled by proper grading, ditching, and foundation drainage.
  - Other non-hydic silt loam or silt loam soils (Darien gravelly silt loam, Howard gravelly loam, and Langford channery silt loam) cover over 30% of the total property, with properties similar to the Erie Channery silt loam.
  - The remaining (less than 20%) of the property has soils identified as Eel silt loam, Wayland soils, and Alluvial land, all hydic, and may be subject to seasonal or occasional flooding, and so are generally not suitable for development. These soils are associated with the water courses running through the property. All these soils are at least 200’ (and up to 1500’) away from the developed area, and significantly lower in elevation.
  - The Tompkins County Health Department observed seven soil profile holes across the property in 2006. These were located generally around the area to be developed. All were 4-6.5’ deep and reported as silty loam to clayey loam the full depth. Saturated soil was found in only one hole at 4’ deep; no water was found in any other hole. Bedrock was not encountered. These observations confirm the soil type described above.
  - No land subsidence is evident on the property.
  - Based on the information presented, the soils located in and around the developed area are suitable for the proposed construction and have no serious restrictions for development.

-more-
• Flooding potential: State whether there is any danger from flooding, either due to water table in area or overflow from other bodies of water. Note potential for mudslides or erosion and what preventive action is appropriate.
  o The soils on 80% of the 121.476-acre property are identified as having no flooding potential. No water bodies, dams or levees are located above the developed area. Drainage patterns are established to safely convey storm water run off around the developed area and are routed through storm water control features to protect the streams to which they discharge.
  o The 20% of the property with soils that may flood is located adjacent to water courses running through the property. All these soils are at least 200’ (and up to 1500’) away from the developed area, and significantly lower in elevation and do not pose a flooding threat to the developed area.
  o The soil on the entire property is stabilized and there is no history of mudslides.

• Flood zone: State whether the project is located in an area designated as a flood zone by any local, state, or federal agency. If so, specify the flood zone designation, and whether the property has flooded in the last ten years.
  o The property is not identified as in a flood zone on the Flood Rate Zone Map prepared for Danby, NY. It is shown as not in a flood zone on the Tompkins County GIS site.
  o However, a seasonally flooded wetland is identified by Tompkins County GIS along both sides of Buttermilk Creek that crosses the property. This wetland is 1500’ from and 60’ lower than the developed area and therefore poses no risk.

• Hazardous materials/environmental restrictions: Specify if any hazardous materials, and/or environmental restrictions are present on the property. If present, describe the associated risks, describe the work performed and if any further monitoring required.
  o There are no known hazardous materials or environmental restrictions on the property. Searches of the NYS DEC databases for Spill Incidents and Environmental Remediation turned up no results on this or adjacent properties. The nearest spill incident was a 2016 spill of 75 gallons of residential heating oil downslope and more than 4000’ away.

Permits and certificates

1. List of applicable permits which must be obtained and inspections which are to be done. List type of inspection, authority inspecting and duration of approval once obtained.
   a. On Site Wastewater Treatment System (OWTS) Construction Permit from the Tompkins County Health Department (TCHD) for any sewage treatment system. Construction must generally be completed within two years. A professional engineer is required to inspect the construction, and the TCHD may also inspect. The existing OWTS was built in 2008 with a permit and construction inspections resulted in a Certificate of Completion dated July 28, 2008. The Certification of Completion does not expire.

-more-
b. State Pollutant Discharge Elimination System (SPDES) Permit from the NYS DEC for operating an OWTS discharging more than 1000 gallons per day to the groundwater. The OWTS received coverage under the General Permit GP-0-05-001 with Permit ID # 7-5022-00051/00003 and SPDES ID NYG002789. Coverage is continued under the current permit GP-0-15-001. The DEC sends an annual bill for the permit, with the last payment in October 2017.

c. Approval of Plans for Public Water Supply Improvement from the TCHD (for the NYS DOH) for the construction of the drinking water system. Construction inspections are required by a professional engineer, and the TCHD may also inspect. There is no expiration date on this approval. After satisfactory construction, the TCHD will issue an Approval of Completed Works after which the water system may be placed into operation.

2. List of recurring inspections to be done after the water and sewer systems are in operation.
   a. Sewage System
      i. The General Permit allows for inspections by the NYS DEC at reasonable hours and intervals.
      ii. The TCHD will inspect an OWTS upon receiving a complaint or at the request of the owner or the NYS DEC.
   b. Drinking Water System
      i. The TCHD generally performs annual inspections of the facilities.
      ii. The TCHD will inspect the system upon receiving a complaint or as a follow-up to an operating problem or a questionable quality test.
      iii. The TCHD reviews monthly Operating Reports supplied by the water system showing results of quantity of water used, quality testing, and any operating problems.

References:
USDA Custom Soil Resource Report for White Hawk
Tompkins County Health Department Soil Test Pit Logs
Screen Shot of Tompkins County GIS Flood Zone inquiry
Screen Shot of Tompkins County GIS Watershed Network Mapped Wetland
Screen Shot of searches of the NYS DEC Spill Incidents and Environmental Remediation Databases.
Certificate of Completion of OWTS from the TCHD
State Pollutant Discharge Elimination System (SPDES) Permit
Bill with notation of payment for 2017 SPDES Permit
Approval of Plans for Public Water Supply Improvement

Respectfully Submitted,

John M. Andersson P.E.

Professional Engineer License 51610-1 Registered in New York State
Member American Society of Civil Engineers and American Water Works Association
Custom Soil Resource Report for Tompkins County, New York

White Hawk

November 14, 2018
Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil
scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.
Custom Soil Resource Report

Soil Map

Soil Map may not be valid at this scale.
The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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, 2018

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>
</thead>
<tbody>
<tr>
<td>Ab</td>
<td>Alluvial land</td>
<td>1.1</td>
<td>0.9%</td>
</tr>
<tr>
<td>BgC</td>
<td>Bath and Valois soils, 5 to 15 percent slopes</td>
<td>0.6</td>
<td>0.5%</td>
</tr>
<tr>
<td>DgB</td>
<td>Darien gravelly silt loam, 2 to 8 percent slopes</td>
<td>25.3</td>
<td>21.3%</td>
</tr>
<tr>
<td>EbB</td>
<td>Erie channery silt loam, 3 to 8 percent slopes</td>
<td>58.8</td>
<td>49.5%</td>
</tr>
<tr>
<td>Em</td>
<td>Eel silt loam</td>
<td>18.0</td>
<td>15.2%</td>
</tr>
<tr>
<td>HdC</td>
<td>Howard gravelly loam, 5 to 15 percent simple slopes</td>
<td>1.7</td>
<td>1.4%</td>
</tr>
<tr>
<td>IcA</td>
<td>Ilion silty clay loam, 0 to 2 percent slopes</td>
<td>0.3</td>
<td>0.2%</td>
</tr>
<tr>
<td>LaB</td>
<td>Langford channery silt loam, 2 to 8 percent slopes</td>
<td>8.7</td>
<td>7.3%</td>
</tr>
<tr>
<td>Ws</td>
<td>Wayland soils complex, 0 to 3 percent slopes, frequently flooded</td>
<td>4.3</td>
<td>3.6%</td>
</tr>
</tbody>
</table>

Totals for Area of Interest 118.7 100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the
scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a soil series. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into soil phases. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A complex consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An undifferentiated group is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include miscellaneous areas. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.
Tompkins County, New York

Ab—Alluvial land

Map Unit Setting

National map unit symbol: 9xkp
Elevation: 100 to 3,000 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Fluvaquents and similar soils: 40 percent
Udifluvents and similar soils: 35 percent
Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Fluvaquents

Setting

Landform: Flood plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Alluvium with highly variable texture

Typical profile

H1 - 0 to 5 inches: silt loam
H2 - 5 to 72 inches: gravelly silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to very high (0.06 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: Frequent
Frequency of ponding: Frequent
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Moderate (about 6.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydric Soil Group: A/D
Hydric soil rating: Yes

Description of Udifluvents

Setting

Landform: Flood plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
**Down-slope shape:** Concave  
**Across-slope shape:** Convex  
**Parent material:** Alluvium with a wide range of texture

**Typical profile**  
- **H1 - 0 to 4 inches:** gravelly loam  
- **H2 - 4 to 72 inches:** very gravelly sand

**Properties and qualities**  
- **Slope:** 0 to 5 percent  
- **Depth to restrictive feature:** More than 80 inches  
- **Natural drainage class:** Moderately well drained  
- **Capacity of the most limiting layer to transmit water (Ksat):** Moderately low to very high (0.06 to 19.98 in/hr)  
- **Depth to water table:** About 24 to 72 inches  
- **Frequency of flooding:** Frequent  
- **Frequency of ponding:** None  
- **Calcium carbonate, maximum in profile:** 15 percent  
- **Available water storage in profile:** Low (about 5.9 inches)

**Interpretive groups**  
- **Land capability classification (irrigated):** None specified  
- **Land capability classification (nonirrigated):** 5w  
- **Hydric Soil Group:** A  
- **Hydric soil rating:** No

**Minor Components**

**Wayland**  
- **Percent of map unit:** 5 percent  
- **Landform:** Flood plains  
- **Hydric soil rating:** Yes

**Sloan**  
- **Percent of map unit:** 5 percent  
- **Landform:** Flood plains  
- **Hydric soil rating:** Yes

**Eel (teel)**  
- **Percent of map unit:** 5 percent  
- **Hydric soil rating:** No

**Genesee (hamlin)**  
- **Percent of map unit:** 5 percent  
- **Hydric soil rating:** No

**Fresh water marsh**  
- **Percent of map unit:** 5 percent  
- **Landform:** Marshes  
- **Hydric soil rating:** Yes
BgC—Bath and Valois soils, 5 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2v32c
Elevation: 330 to 2,460 feet
Mean annual precipitation: 31 to 70 inches
Mean annual air temperature: 39 to 52 degrees F
Frost-free period: 105 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Bath and similar soils: 40 percent
Valois and similar soils: 35 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the map unit.

Description of Bath

Setting

Landform: Hills, mountains
Landform position (two-dimensional): Backslope, shoulder, summit
Landform position (three-dimensional): Interfluve, side slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy till derived mainly from gray and brown siltstone, sandstone, and shale

Typical profile

Ap - 0 to 9 inches: channery silt loam
Bw1 - 9 to 15 inches: channery silt loam
Bw2 - 15 to 25 inches: channery loam
E - 25 to 29 inches: channery loam
Bx - 29 to 52 inches: very channery silt loam
C - 52 to 72 inches: very channery silt loam

Properties and qualities

Slope: 5 to 15 percent
Percent of area covered with surface fragments: 0.0 percent
Depth to restrictive feature: 26 to 38 inches to fragipan
Natural drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.14 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Available water storage in profile: Low (about 4.5 inches)
**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

**Description of Valois**

**Setting**

*Landform:* Valley sides, lateral moraines, end moraines  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Loamy till derived mainly from sandstone, siltstone, and shale

**Typical profile**

*H1 - 0 to 2 inches:* gravelly silt loam  
*H2 - 2 to 32 inches:* gravelly silt loam  
*H3 - 32 to 49 inches:* gravelly silt loam  
*H4 - 49 to 60 inches:* gravelly silt loam

**Properties and qualities**

*Slope:* 5 to 15 percent  
*Depth to restrictive feature:* 24 to 36 inches to fragipan  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)  
*Depth to water table:* About 24 to 35 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 4.2 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

**Minor Components**

**Volusia**

*Percent of map unit:* 5 percent  
*Landform:* Mountains, hills  
*Landform position (two-dimensional):* Footslope, summit  
*Landform position (three-dimensional):* Base slope, interfluve, side slope  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

**Mardin**

*Percent of map unit:* 5 percent  
*Landform:* Hills, mountains  
*Landform position (two-dimensional):* Summit, shoulder  
*Landform position (three-dimensional):* Interfluve, side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex
Hydric soil rating: No

Erie
Percent of map unit: 5 percent
Landform: Till plains, drumlinoid ridges, hills
Landform position (two-dimensional): Footslope, summit
Landform position (three-dimensional): Base slope, side slope
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Langford
Percent of map unit: 5 percent
Landform: Drumlinoind ridges, hills, till plains
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Lordstown
Percent of map unit: 5 percent
Landform: Hills, mountains
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank, side slope, nose slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

DgB—Darien gravelly silt loam, 2 to 8 percent slopes

Map Unit Setting
National map unit symbol: 9xld
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Prime farmland if drained

Map Unit Composition
Darien and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Darien
Setting
Landform: Drumlinoind ridges, hills, till plains
Landform position (two-dimensional): Footslope, summit
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy till derived predominantly from calcareous gray shale

Typical profile
- H1 - 0 to 9 inches: gravelly silt loam
- H2 - 9 to 13 inches: gravelly silt loam
- H3 - 13 to 30 inches: gravelly silty clay loam
- H4 - 30 to 60 inches: gravelly silty clay loam

Properties and qualities
- Slope: 2 to 8 percent
- Depth to restrictive feature: More than 80 inches
- Natural drainage class: Somewhat poorly drained
- Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
- Depth to water table: About 6 to 15 inches
- Frequency of flooding: None
- Frequency of ponding: None
- Calcium carbonate, maximum in profile: 5 percent
- Available water storage in profile: Moderate (about 7.0 inches)

Interpretive groups
- Land capability classification (irrigated): None specified
- Land capability classification (nonirrigated): 3w
- Hydrologic Soil Group: C/D
- Hydric soil rating: No

Minor Components

Erie
- Percent of map unit: 5 percent
- Hydric soil rating: No

Rhinebeck
- Percent of map unit: 5 percent
- Hydric soil rating: No

Ovid
- Percent of map unit: 5 percent
- Hydric soil rating: No

Lyons
- Percent of map unit: 5 percent
- Landform: Depressions
- Hydric soil rating: Yes

Ilion
- Percent of map unit: 5 percent
- Landform: Depressions
- Hydric soil rating: Yes
EbB—Erie channery silt loam, 3 to 8 percent slopes

Map Unit Setting
- **National map unit symbol:** 2wn35
- **Elevation:** 330 to 2,460 feet
- **Mean annual precipitation:** 31 to 70 inches
- **Mean annual air temperature:** 39 to 52 degrees F
- **Frost-free period:** 105 to 180 days
- **Farmland classification:** Farmland of statewide importance

Map Unit Composition
- **Erie and similar soils:** 80 percent
- **Minor components:** 20 percent
- *Estimates are based on observations, descriptions, and transects of the map unit.*

Description of Erie

Setting
- **Landform:** Hills
- **Landform position (two-dimensional):** Footslope, summit
- **Landform position (three-dimensional):** Base slope, interfluve
- **Down-slope shape:** Concave
- **Across-slope shape:** Linear
- **Parent material:** Till

Typical profile
- **Ap - 0 to 9 inches:** channery silt loam
- **E - 9 to 13 inches:** channery silt loam
- **Bg - 13 to 15 inches:** channery silt loam
- **Bx - 15 to 38 inches:** channery silt loam
- **C - 38 to 72 inches:** channery loam

Properties and qualities
- **Slope:** 3 to 8 percent
- **Depth to restrictive feature:** 10 to 21 inches to fragipan
- **Natural drainage class:** Somewhat poorly drained
- **Capacity of the most limiting layer to transmit water (Ksat):** Moderately low (0.01 to 0.14 in/hr)
- **Depth to water table:** About 7 to 14 inches
- **Frequency of flooding:** None
- **Frequency of ponding:** None
- **Calcium carbonate, maximum in profile:** 10 percent
- **Salinity, maximum in profile:** Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
- **Available water storage in profile:** Very low (about 2.9 inches)

Interpretive groups
- **Land capability classification (irrigated):** None specified
- **Land capability classification (nonirrigated):** 3w
- **Hydrologic Soil Group:** D
Hydric soil rating: No

Minor Components

Langford

Percent of map unit: 10 percent
Landform: Druminoid ridges, hills, till plains
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Crest, side slope, interfluve
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Hydric soil rating: No

Chippewa

Percent of map unit: 5 percent
Landform: Depressions
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Fremont

Percent of map unit: 5 percent
Landform: Hills
Landform position (two-dimensional): Footslope, summit
Landform position (three-dimensional): Base slope, interfluve
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No

Em—Eel silt loam

Map Unit Setting

National map unit symbol: 9x11
Elevation: 600 to 1,800 feet
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Eel (teel) and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Eel (teel)

Setting

Landform: Flood plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Silty alluvium

Typical profile
H1 - 0 to 10 inches: silt loam
H2 - 10 to 27 inches: fine sandy loam
H3 - 27 to 60 inches: fine sandy loam

Properties and qualities
Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 18 to 24 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: High (about 10.0 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: B/D
Hydric soil rating: No

Minor Components
Genesee (hamlin)
Percent of map unit: 5 percent
Hydric soil rating: No

Tioga
Percent of map unit: 5 percent
Hydric soil rating: No

Chenango
Percent of map unit: 5 percent
Hydric soil rating: No

Wayland
Percent of map unit: 5 percent
Landform: Flood plains
Hydric soil rating: Yes

Middlebury
Percent of map unit: 5 percent
Hydric soil rating: No
HdC—Howard gravelly loam, 5 to 15 percent simple slopes

Map Unit Setting

National map unit symbol: 9xlv
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Howard and similar soils: 75 percent
Minor components: 25 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Howard

Setting

Landform: Valley trains, terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Gravelly loamy glaciofluvial deposits over sandy and gravelly glaciofluvial deposits, containing significant amounts of limestone

Typical profile

H1 - 0 to 9 inches: gravelly loam
H2 - 9 to 25 inches: loam
H3 - 25 to 47 inches: gravelly silt loam
H4 - 47 to 60 inches: Error

Properties and qualities

Slope: 5 to 15 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydric Soil Group: A
Hydric soil rating: No
Minor Components

Phelps
- Percent of map unit: 5 percent
- Hydric soil rating: No

Lansing
- Percent of map unit: 5 percent
- Hydric soil rating: No

Fredon
- Percent of map unit: 5 percent
- Hydric soil rating: No

Genesee (hamlin)
- Percent of map unit: 5 percent
- Hydric soil rating: No

Valois
- Percent of map unit: 5 percent
- Hydric soil rating: No

IcA—Ilion silty clay loam, 0 to 2 percent slopes

Map Unit Setting
- National map unit symbol: 9xmh
- Elevation: 600 to 1,800 feet
- Mean annual precipitation: 32 to 42 inches
- Mean annual air temperature: 45 to 48 degrees F
- Frost-free period: 120 to 160 days
- Farmland classification: Farmland of statewide importance

Map Unit Composition
- Ilion and similar soils: 75 percent
- Minor components: 25 percent
- Estimates are based on observations, descriptions, and transects of the map unit.

Description of Ilion

Setting
- Landform: Depressions
- Landform position (two-dimensional): Toeslope
- Landform position (three-dimensional): Base slope
- Down-slope shape: Concave
- Across-slope shape: Concave
- Parent material: Loamy till derived from calcareous dark shale

Typical profile
- H1 - 0 to 10 inches: silty clay loam
- H2 - 10 to 26 inches: silty clay loam
- H3 - 26 to 60 inches: silt loam
Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Moderate (about 7.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydric Soil Group: C/D
Hydric soil rating: Yes

Minor Components

Lyons
Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Alden
Percent of map unit: 5 percent
Landform: Depressions
Hydric soil rating: Yes

Ovid
Percent of map unit: 5 percent
Hydric soil rating: No

Darien
Percent of map unit: 5 percent
Hydric soil rating: No

Erie
Percent of map unit: 5 percent
Hydric soil rating: No

LaB—Langford channery silt loam, 2 to 8 percent slopes

Map Unit Setting

National map unit symbol: 9xmm
Mean annual precipitation: 32 to 42 inches
Mean annual air temperature: 45 to 48 degrees F
Frost-free period: 120 to 160 days
Farmland classification: Farmland of statewide importance
Map Unit Composition

Langford and similar soils: 75 percent
Minor components: 25 percent
Estimates are based on observations, descriptions, and transects of the map unit.

Description of Langford

Setting

Landform: Drumlinoiud ridges, hills, till plains
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loamy till derived from siltstone, sandstone, shale, and some limestone

Typical profile

H1 - 0 to 7 inches: channery silt loam
H2 - 7 to 22 inches: channery silt loam
H3 - 22 to 52 inches: channery silt loam
H4 - 52 to 60 inches: channery silt loam

Properties and qualities
Slope: 2 to 8 percent
Depth to restrictive feature: 15 to 28 inches to fragipan
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 15 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Very low (about 2.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydric Soil Group: D
Hydric soil rating: No

Minor Components

Erie
Percent of map unit: 5 percent
Hydric soil rating: No

Volusia
Percent of map unit: 5 percent
Hydric soil rating: No

Mardin
Percent of map unit: 5 percent
Hydric soil rating: No

Kendaia
Percent of map unit: 5 percent
Hydric soil rating: No
Valois
Percent of map unit: 5 percent
Hydric soil rating: No

Ws—Wayland soils complex, 0 to 3 percent slopes, frequently flooded

Map Unit Setting
National map unit symbol: 2srgv
Elevation: 160 to 1,970 feet
Mean annual precipitation: 31 to 68 inches
Mean annual air temperature: 43 to 52 degrees F
Frost-free period: 105 to 180 days
Farmland classification: Not prime farmland

Map Unit Composition
Wayland and similar soils: 60 percent
Wayland, very poorly drained, and similar soils: 30 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the map unit.

Description of Wayland

Setting
Landform: Flood plains
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Silty and clayey alluvium derived from interbedded sedimentary rock

Typical profile
A - 0 to 6 inches: silt loam
Bg1 - 6 to 12 inches: silt loam
Bg2 - 12 to 18 inches: silt loam
C1 - 18 to 46 inches: silt loam
C2 - 46 to 72 inches: silty clay loam

Properties and qualities
Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.14 to 14.17 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: Frequent
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water storage in profile: Very high (about 12.6 inches)
Custom Soil Resource Report

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: B/D
Hydric soil rating: Yes

Description of Wayland, Very Poorly Drained

Setting
Landform: Flood plains
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Silty and clayey alluvium derived from interbedded sedimentary rock

Typical profile
A - 0 to 6 inches: mucky silt loam
Bg1 - 6 to 12 inches: silt loam
Bg2 - 12 to 18 inches: silt loam
C1 - 18 to 46 inches: silt loam
C2 - 46 to 72 inches: silty clay loam

Properties and qualities
Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Very poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to high (0.14 to 14.17 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: Frequent
Frequency of ponding: Frequent
Calcium carbonate, maximum in profile: 15 percent
Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water storage in profile: Very high (about 12.8 inches)

Interpretive groups
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: B/D
Hydric soil rating: Yes

Minor Components
Wakeville
Percent of map unit: 10 percent
Landform: Flood plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Linear
Hydric soil rating: No
References


Screen Shot of Tompkins County GIS Flood Zone inquiry
Watershed Network Mapped Wetland, on both sides of Buttermilk Creek.

Seasonally flooded. Located 1500’ from and 60’ below the developed White Hawk area.
Results of Spills Incidents Database Search for Danby Road, Town of Danby

Spill Report closest to White Hawk: (nearby addresses are 1600-1700s Danby Road)

Spill Incidents Database Search Details

Spill Record
Administrative Information
DEC Region: 7
Spill Number: 151087

Spill Date/Time
Spill Date: 02/17/2016
Spill Time: 07:10:00 PM
Call Received Date: 02/17/2016
Call Received Time: 07:21:00 PM

Location
Spill Name: NIKI ALLING @ 1894 DANBY ROAD
Address: 1894 DANBY ROAD
City: DANBY
County: Tompkins

Spill Description
Material Spilled: Asphalt
Amount Spilled: 75 Gal
Resource Affected: Indoor Air, Groundwater, Impervious Surface

Cause: Equipment Failure
Source: Private Dwelling
Watershed:

Record Close
Date Spill Closed: 06/17/2016

*Date Spill Closed* means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either: a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial actions are necessary; or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department, however, reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.
Results of Environmental Remediation Database Search for Danby Road, Town of Danby

(no records were found)
PERMIT # 150524

TOMPKINS COUNTY HEALTH DEPARTMENT
401 Harris B. Dates Drive, Ithaca, NY 14850-1386 (607)274-6688 Fax (607)274-6695

APPLICATION FOR SEWAGE SYSTEM CONSTRUCTION PERMIT

SEVEN CIRCLES LLC
WHITEHAWK COMMUNITY

Applicant _____________________________ Day Phone _____________________________

Mailing Address: NYS ROUTE 96B City: ITHACA State: NY Zip: 14850

Owner: HENRY PETERSON Day Phone _____________________________

Mailing Address: NYS ROUTE 96B City: ITHACA State: NY Zip: 14850

Property Location: 14850

Date Lot was Created: U/K Tax Map #: 7-1-69.1 Lot Size*: 

If Residential Lot, Number of Units/Apts.: 30 HOMES Existing Building (see pg. 2): N/A

If Non-Residential, list wastewater sources: N/A or New Building: N/A

Industrial, Commercial, or Other Non-Sanitary Liquid Waste? Y N (If yes, SPDES Permit and Plans may be required.)

Total # of: Bathrooms: 60 Occupants: 180 Kitchens: 3 Garbage Grinders: NO Hot Tub/Spa Volume in Gallons: N/A

Toilet Volume in Gallons per Flush: 1.6 3.5 Greater than 3.5

Water Supply: { Existing | Type: { Drilled Well | Spring |

Water Supply Depth: NOT DETERMINED ft

Depth Casing: N/D ft Depth Grouted: ft

Water Softener? _____________________________

APPLICANT MUST SIGN BELOW.

I certify this information is correct to the best of my knowledge.

Date: August 22, 2007

Signature: _____________________________

Information on minimum lot size for new or converted buildings is contained in an insert with this application.

APPLICANT MUST PROVIDE A CURRENT SURVEY MAP OR MUST COMPLETE SITE PLAN SKETCH ON PAGE 2.

APPLICANT - DO NOT WRITE BELOW THIS LINE

Soil Percolation Tests* _____________________________ Date: _____________________________

General Soil Condition: Wet Moist Dry

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Depth</th>
<th>Inc.</th>
<th>Minutes to drop each:</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
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<td>Sev.</td>
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Water Table Groups: | Des. | So. | R/C | Group |

Sev. | D | So. | R/C | Group |

Sev. | D | So. | R/C | Group |

Soil Characteristics* _____________________________ Date: _____________________________

Deep Hole #1 | Deep Hole #2 | Deep Hole #3

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<tr>
<th>Depth</th>
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</tbody>
</table>

WHITE HAWK ECOVILLAGE

Danby, NY

Magic Barrett
Project Coordinator
Seven Circles LLC

31 Bruce Hill Rd. Spencer, NY 14883
607-273-5879
609-408-6444 (cell)

Appr: _____________________________ SPDI: _____________________________

SEQR: TYPE I TYPE II UNLISTED EXEMPT _____________________________

Inspector _____________________________ Date _____________________________

Payment Cancelled

Sent
1. If the building is existing, please explain why the permit is being requested (i.e., has the present system failed, how has it failed, is the building being converted?)

__________________________

APPLICANTS MUST COMPLETE SITE PLAN SKETCH

2. Complete site plan and show all important dimensions in feet. Show surrounding roads, direction of slope of land, location of all buildings, driveways, footer and roof drains, streams and ditches, underground utilities, location of water and sewage systems on adjacent lots, and your preference for location of well and sewage system on this lot. Show ALL lot boundaries and indicate length in feet for each.

For Location Purposes, Approximate Distances Between the Above Items Must Be Shown.

Scale: 1 box = _______ feet

__________________________

RECEIVED

APR 28 2008

TOMPKINS COUNTY

HEALTH DEPT.
CONSTRUCTION AND MATERIALS SPECIFICATIONS

Building Sewer

4-inch diameter rigid pipe (i.e., cast iron or schedule 40 ASTM plastic) meeting the requirements of the State Uniform Fire Prevention and Building Code (9NYCRR, Parts 903 through 907 inclusive, and Part 1250). Minimum grade 1/4-inch per foot. At least one clean out must be provided. The same material used through the wall should extend over disturbed ground. Lighter weight rigid pipe may be used over undisturbed ground. Minimum distance to all water sources – 50 feet.

Septic Tank

Water tight concrete, unless otherwise specified by the Health Department. Minimum distance to house – 10 feet. Minimum distance to all water sources – 50 feet. Minimum liquid depth – 30 inches. Minimum distance between inlet and outlet – 6 feet. Liquid depth 30-48 inches requires an opening at least 12 inches in the shortest dimension. Depths greater than 48 inches requires an opening at least 20 in the shortest dimension. Inlet and outlet baffles shall extend 12 inches and 14 inches respectively, below the liquid level in tanks, 40+ inches. Tanks must be placed on a 3-inch bed of sand or pea gravel, or a 5-inch bed of aggregate (stone 3/4-1 1/2 inches in diameter). Tank covers should be buried, or lockable to prevent unauthorized entry.

Dual compartment tanks or 2 tanks in series shall have the first tank or compartment accounting for 60-75% total liquid volume required.

Total Tank Volume __________ gallons. Dual compartment or Series: Yes ___ No ___

Sewer from Tank to Disposal Area

4-inch diameter rigid pipe meeting the same requirements as the building sewer. Water tight joints (rubber gaskets or solvent welded) are required from outlet of the septic tank over disturbed earth to solid earth. The sewer line must be well supported to prevent settling. Lighter weight rigid pipe may be used over undisturbed ground. Minimum grade 1/8-inch per foot.

Distribution Box(es) Number Needed: 1 2 3

Number of Outlets: DB1 ___ DB2 ___ DB3 ___

Outlets must be at the same level and 2 inches below inlet and 1 inch above the box floor. Box cover must be no more than 12 inches below final grade. The box must be set on a 12-inch bed of sand or pea gravel. 12 inches of aggregate (stone 3/4-1 1/2 inches in diameter) may be used as bedding if speed levelers are used on all outlets. A baffle is required on the inlet when the slope of the sewer from the tank to the box exceeds 1/2 inch per foot.

Dosing/Pressure Distribution Dosing Required: Y N

Siphon Dosing: Yes ___ No ___
Pressure Dosing: Yes ___ No ___
Pressure Distribution: Yes ___ No ___

Pressure dosing and pressure distribution requires use of a pump (see attached spec sheets).

Sewage Treatment (see attached spec sheet)

Minimum distance to all water sources – 100 feet.

Increased distance required: Yes ___ No ___ If yes, distance in feet __________

Subsurface Treatment

Absorption Field ___
Absorption bed ___
Seepage Pit ___
Other ___

Alternative Treatment

Raised Absorption Field ___
Sand Filter ___
Mound ___
Other ___
SEWAGE TREATMENT SYSTEM CONSTRUCTION PERMIT
TOMPKINS COUNTY HEALTH DEPARTMENT
401 Harris B. Dates Drive, Ithaca, NY 14850-1386 (607)274-6688 Fax (607)274-6695
Your partner for a healthy community.

For: Henry Peterson and Magic Barrett Permit #: SP 2008-549
Location: White Hawk Development Lot 968 Tax Map #: 2-7-1-69.1

Permit valid for design flow not in excess of 6600 gallons per day (30 bedroom house or equivalent). Valid for inclusion of garbage grinder wastes Yes No. Toilet volume per flush 1.6 gallons.

Based on the application information provided, and in accordance with the provisions of the County Sanitary Code, you are hereby granted permission to construct a sewage treatment system at the above location. Significant changes could invalidate the permit.

This permit is valid for two years from date of issue. Permit may be renewed for a period of two more years, or transferred to another person, if application is made prior to expiration.

Inspector: Stephen J. A. Magden, P.E. Date: 4/29/08

<table>
<thead>
<tr>
<th>INSPECTOR'S COMMENTS</th>
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<tbody>
<tr>
<td><strong>Inspection Checklist</strong></td>
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<tr>
<td>Distance From Well</td>
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<tr>
<td>Proper ST Size</td>
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<tr>
<td>DB Level</td>
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<tr>
<td>Proper Pipe Grades</td>
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<tr>
<td>Trench Depth</td>
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<tr>
<td>Stone and Sand Depth</td>
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<tr>
<td>Pea Gravel</td>
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<tr>
<td>Straw Cover/Permeable Geotextile</td>
</tr>
<tr>
<td>6-12 inch Topsoil</td>
</tr>
<tr>
<td>Surface Grading</td>
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</tbody>
</table>

SKETCH FOR APPROVED DESIGN OF SEWAGE TREATMENT SYSTEM
Minimum lot size required for this sewage system is usable area which can contain a feet diameter circle. Lot size may NOT be reduced below this minimum without Health Department approval.

See plans by Tim Buhl, P.E. dated 4/25/08
Also see Certificate of Approval — Phase I

1) THAT the facilities shall be fully constructed and completed in compliance with the engineering report, plans and specifications as approved.

2) THAT the construction of the facilities shall be under the supervision of a person or firm qualified to practice professional engineering in the State of New York under the Education Law of the State of New York, and the professional engineer shall certify to the Tompkins County Health Department and to the permittee that the constructed facilities have fully been completed in accordance with the approved engineering reports, plans and specifications. A copy of the construction certification must be sent to the Department before the sewage system is put into use.

3) THAT maximum allowable infiltration or exfiltration shall not exceed 200 gallons per inch diameter per mile of pipe per day for any section of the collection system including manholes.

4) THAT no more than four dwellings are to be supplied by individual wells.

5) THAT plans for a community public water system be approved by the Tompkins County Health Department before the fifteenth (15) home is constructed OR before the total population of the White Hawk Community reaches twenty-five (25) people.
CERTIFICATE OF COMPLETION
OF SEWAGE TREATMENT SYSTEM

Date: 07/28/2008
Owner's Name: HENRY PETERSON
Property Location: DANBY RD
(Town) (Village) (City): Town Of (2) Danby
Tax Map Number: 7-1-69.1
Design Basis: 3,300 gallons per day  Equivalent to: 30 bedrooms
Construction Type: New Sewage System "ENGINEER PLANS BY TIM BUHL, P.E."

The individual onsite sewage treatment system installed at the above noted premises has been constructed in general conformity with the requirements of the Tompkins County Health Department and as described on the Permit to Construct a Sewage Treatment System.

"WHITEHAWK COMMUNITY, 7 CIRCLES LLC, PHASE I"

Signature

CC: Danby, Town Of (2) CEO

To help extend the useful life of your sewage treatment system, the septic tank should be pumped every 2 to 4 years depending upon the amount of solids such as greases, soap scum, toilet wastes, and other solid materials discharged to the tank. When combined depth of sludge and scum in the tank equals or exceeds 1/4 of the total liquid depth, pumping is necessary. Checking the scum and sludge depth should be performed by a professional or someone familiar with septic tanks. Tanks are best pumped in the spring or summer as they adjust more readily in warm weather. Inlet and outlet baffles in the tank should be checked at the time of pumping.

A list of authorized pumpers may be obtained from the Health Department. It will be to your advantage to insist on a fixed cost for pumping or at least to obtain a definite maximum estimate before engaging a septic tank pumper.

Normal use of household detergents and chemicals will not harm your system. Do not discard non-household substances into your system, such as motor oil, antifreeze, etc. This is illegal, will contaminate ground water and will ruin your system. Contact the Tompkins County Solid Waste Division for information on discarding or recycling toxic chemicals not intended for your sewage system.

If repairs or replacement of the system become necessary, a new permit from the Health Department will be required.

If triangulation distances to the septic tank and distribution boxes could be obtained, they will be noted on the back of this sheet. These measurements will help find the tank pumping, and the distribution box should the system need troubleshooting in the event of failure or poor performance.
July 28, 2008

Henry Peterson and Magic Barrett
Seven Circles LLC
31 Bruce Hill Rd
Spencer, New York 14883

Re: White Hawk Neighborhood Sewage System Certification of Completion,
Tax Parcel #2-7-1-69.1, Town of Danby

Dear Mr. Peterson and Ms. Barrett:

On July 18th our office received the Certification of Completion from Tim Buhl, PE for
construction of the sewage system to serve homes #1 through 15 (Phase I) in the White Hawk
Community. Enclosed please find the Tompkins County Certificate of Completion for this
portion of the sewage system.

The second half of the sewage system to serve homes #16 to 30 (Phase II) has not been
constructed. Since the original sewage permit and application was for the construction of entire
sewage system (Phase I and II), we will require a new sewage system application for Phase II
prior to construction. The original sewage system application has been revised to reflect what
was actually constructed (to serve homes #1 through 15). A copy of the revised application is
enclosed for your records.

You indicated that the location of the Phase II sewage system is to be changed. Revised plans
will be required for any change of the approved plans. As a reminder, plans will also be required
for a community public water system before the fifteenth (15) home is constructed OR before the
total population of the White Hawk Community reaches twenty-five (25) people.

Please let me know if you have any questions.

Sincerely,

Stephen J. A. Maybee, P.E.
Public Health Engineer

pc: Tim Buhl, P.E.
    Susan Beeners, Town of Danby Building Code Officer
    C. Elizabeth Cameron, P.E., Director of Environmental Health

Inclusion through Diversity

C:\Documents and Settings\Smaybee\Desktop\WhiteHawk7-24-08.doc
TIMOTHY C. BUHL, P.E.
Goodrich Hill Road
Locke, NY 13092
(607) 423-1919

July 17, 2008

Mr. Stephen Maybee, P.E.
TCHD - Environmental Health Division
401 Harris B. Dates Drive
Ithaca, NY 14850-1385

Re: White Hawk Development - Danby (T), Tompkins County
Septic System Certification

Dear Mr. Maybee:

In this letter is in confirmation of the site inspection held July 10, 2008 at the above referenced site.

We found that the sanitary sewers, manholes, pumping station, sand filters, and downstream shallow absorption trenches were all installed as per the plans prepared by my office and as approved by your office. There were no major deviations from the plans prepared - it is our opinion that Mr. George Van Valen did an excellent job in constructing the new facilities. Pump settings, floats, and operations all appeared to be set correctly. Tanks were plumb and water tight, and the materials and piping in the sand filters all were as specified. We directed Mr. Van Valen to finish grade the site so as to direct surface runoff away from the filters and absorption trenches as much as possible. Please refer to the attached inspection report and photographs for more information in the final installation.

By this letter I am certifying that to the best of my knowledge, belief, and ability, the wastewater collection, pumping, filtration, and disposal facilities were constructed as per the drawings approved by the TCHD for this project.

Please give me a call if you have any questions on the enclosed if anything else is needed.

Very truly yours,

TIMOTHY C. BUHL, P.E.

[Signature]

Timothy C. Buhl, P.E.
tcb/jlp
tchdmaybee.wastewatercertification.let.wpd
Inspection of site by Kenneth Harding: July 10, 11:20 AM: No Contractor on Site

Pictures taken July 10, 2008

All piping, Pump station installation and construction material per Plain.
June 21, 2008

WhiteHawk Sewer Lateral “As-Built” Southside of circle,

Manhole #11 to Manhole #10
Center of #11 to Lot #1 - 117'
Center of #11 to Commonhouse - 125'

Manhole #10 to Manhole #9
Center of #10 to Lot #2 - 16'
Center of #10 to Lot #3 - 58'
Center of #10 to Lot #4 - 88'
Center of #10 to Lot #5 - 130'

Manhole #9 to Manhole #8
Center of #9 to Lot #6 - 16'
Center of #9 to Lot #7 - 44'
Center of #9 to Lot #8 - 86'
Center of #9 to Lot #9 - 127'
Center of #9 to Lot #10 - 155'
Center of #9 to Lot #11 - 183'

Manhole #8 To Spur
Center of #8 to Lot #12 - 38'
Center of #8 to Lot #13 - 58'
Center of #8 to Lot #14 - 100'
APPLICATION FOR SEWAGE SYSTEM CONSTRUCTION PERMIT

Applicant: GREG NELSON  
Day Phone: 908-431-0051

Mailing Address: 38 HAMILTON RD  City: HILLSBOROUGH  State: NJ  Zip: 08844
Owner: SEVEN CIRCLES LLC/WHITE HAWK ECOVILLAGE  Day Phone: 607-278-5879
Mailing Address: 31 BRUCE HILL RD  City: SPENCER  State: NY  Zip: 14883

Property Location: WHITE HAWK ECOVILLAGE  RT 96B  Lot Size: 1.070 (each) + Acres

Date Lot was Created: 2007  Tax Map #: 2-7-1  691

If Non-Residential, list wastewater sources or New Building: X

Industrial, Commercial, or Other Non-Sanitary Liquid Waste? Y  N (If yes, SPDES Permit and Plans may be required.)

Total # of:  Bedrooms: 3  Occupants: 4/1  Kitchens: 1/1  Garbage Grinders:  
Hot Tub/Spa Volume in Gallons:  
Water Softeners:  

Toilet Volume in Gallons per Flush: 1.6  3.5  Greater than 3.5  

Water Supply:  Existing  Or Proposed
Type:  Drilled Well  Spring  Dug Well  Public

Water Supply Depth: See Attached
Depth Casing: 95-98 ft.  Depth Grouted:  

Information on minimum lot size for new or converted buildings is contained in an insert with this application.
APPLICANT MUST PROVIDE A CURRENT SURVEY MAP OR MUST COMPLETE SITE PLAN SKETCH ON PAGE 2.

APPLICANT - DO NOT WRITE BELOW THIS LINE

Soil Percolation Tests*

<table>
<thead>
<tr>
<th>General Soil Condition: Wet</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hole No.</td>
<td>Depth</td>
</tr>
<tr>
<td></td>
<td>Inches</td>
</tr>
</tbody>
</table>

| Sewage Flow | 660 Gal/Day |
| Design Rate | 260 Min/Inch |

*Describes at each depth:
Soil type, texture, color, permeability: note depth of matting, hardpan, bedrock, perched water table: type of rock; etc. Note location on sketch.

Ground Surface Slope: %

Approved For: Subsurface Disposal  Raised System  Sand Filter  Other

SPDES: PERMIT REQUIRED  NO  WETLAND  No  FLOODPLAIN  

SEQR: TYPE I  TYPE II  UNLISTED  EXEMPT  

Soil Characteristics*

<table>
<thead>
<tr>
<th>Deep Hole #1</th>
<th>Deep Hole #2</th>
<th>Deep Hole #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-12&quot; TAMP SCL  CLAY LOAM - SOME FINE SOILS  CLAY LOAM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5  #6  From Drilling Engineer's Notes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Mark location of holes on sketch on page 2.

APPLICANT MUST SIGN BELOW.

I certify this information is correct to the best of my knowledge.

Date: 12/21/07
Signature: HILLARY W. BURTON

Para 37-38: 79.25 acres
1. If the building is existing, please explain why the permit is being requested (i.e., has the present system failed, how has it failed, is the building being converted?)

2. Complete site plan and show all important dimensions in feet. Show surrounding roads, direction of slope of land, location of all buildings, driveways, footer and roof drains, streams and ditches, underground utilities, location of water and sewage systems on adjacent lots, and your preference for location of well and sewage system on this lot. Show ALL lot boundaries and indicate length in feet for each.

   For Location Purposes, Approximate Distances Between the Above Items Must Be Shown.

Scale: 1 box = ____ feet

\[\text{RECEIVED}\]

\[\text{DEC-2-1-2097}\]

\[\text{TOMPKINS COUNTY HEALTH DEPT.}\]

12'x60'  4 - 2'x5' TRENCHES
CONSTRUCTION AND MATERIALS SPECIFICATIONS

Building Sewer

4-inch diameter rigid pipe (i.e., cast iron or schedule 40 ASTM plastic) meeting the requirements of the State Uniform Fire Prevention and Building Code (2NYCRR, Parts 903 through 907 inclusive, and Part 1250). Minimum grade 1/4-inch per foot. At least one clean out must be provided. The same material used through the wall should extend over disturbed ground. Lighter weight rigid pipe may be used over undisturbed ground. Minimum distance to all water sources - 50 feet.

Septic Tank

Water tight concrete, unless otherwise specified by the Health Department. Minimum distance to house - 10 feet. Minimum distance to all water sources - 50 feet. Minimum liquid depth - 30 inches. Minimum distance between inlet and outlet - 6 feet. Liquid depth 30-48 inches requires an opening at least 12 inches in the shortest dimension. Depths greater than 48 inches requires an opening at least 20 in the shortest dimension. Inlet and outlet baffles shall extend 12 inches and 14 inches respectively, below the liquid level in tanks, 40+ inches. Tanks must be placed on a 3-inch bed of sand or pea gravel, or a 5-inch bed of aggregate (stone 3/4-1 1/2 inches in diameter). Tank covers should be buried, or lockable to prevent unauthorized entry.

Dual compartment tanks or 2 tanks in series shall have the first tank or compartment accounting for 60-75% total liquid volume required.

Total Tank Volume _____ gallons. Dual compartment or Series: Yes □ No _____

Sewer from Tank to Disposal Area

4-inch diameter rigid pipe meeting the same requirements as the building sewer. Water tight joints (rubber gaskets or solvent welded) are required from outlet of the septic tank over disturbed earth to solid earth. The sewer line must be well supported to prevent settling. Lighter weight rigid pipe may be used over undisturbed ground. Minimum grade 1/8-inch per foot.

Distribution Box(es) Number Needed: 1 □ 2 □ 3 □

Number of Outlets: DB1 4 □ DB2 4 □ DB3 _____

Outlets must be at the same level and 2 inches below inlet and 1 inch above the box floor. Box cover must be no more than 12 inches below final grade. The box must be set on a 12-inch bed of sand or pea gravel. 12 inches of aggregate (stone 3/4-1 1/2 inches in diameter) may be used as bedding if speed levelers are used on all outlets. A baffle is required on the inlet when the slope of the sewer from the tank to the box exceeds 1/2 inch per foot.

Dosing/Pressure Distribution Dosing Required: □ Y □ N

- Siphon Dosing: Yes □ No □
- Pressure Dosing: Yes □ No □
- Pressure Distribution: Yes □ No □

Pressure dosing and pressure distribution requires use of a pump (see attached spec sheets).

Sewage Treatment (see attached spec sheet)

Minimum distance to all water sources - 100 feet.

Increased distance required: Yes □ No □ If yes, distance in feet _____

Subsurface Treatment

Absorption Field _____
Absorption bed _____
Seepage Pit _____
Other _____

Alternative Treatment

Raised Absorption Field _____
Sand Filter _____
Mound _____
Other _____
SEWAGE TREATMENT SYSTEM CONSTRUCTION PERMIT
TOMPKINS COUNTY HEALTH DEPARTMENT
401 Harris B. Dates Drive, Ithaca, NY 14850-1386 (607)274-6688 Fax (607)274-6695
Your partner for a healthy community.

For: GREG NELSON
Location: WHITE HAWK ESTATES LOTS 5 AND 6 Tax Map #: 2-7-1-149.1

Permit valid for design flow not in excess of 660 gallons per day (6 bedroom house or equivalent).
Valid for inclusion of garbage grinder wastes Yes No. Toilet volume per flush 1.6 gallons.

This permit is valid for two years from date of issue. Permit may be renewed for a period of two more years, or transferred to another person, if application is made prior to expiration.

Inspector: REWALD 1Date: 2-7-07

INSPECTOR’S COMMENTS

<table>
<thead>
<tr>
<th>Inspection Checklist</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance From Well</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proper ST Size</td>
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<td></td>
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</tr>
<tr>
<td>DB Level</td>
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<td></td>
<td></td>
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<tr>
<td>Proper Pipe Grades</td>
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<td></td>
<td></td>
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<tr>
<td>Trench Depth</td>
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<td></td>
</tr>
<tr>
<td>Stone and Sand Depth</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Pea Gravel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Straw Cover/Permeable Geotextile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-12 inch Topsoil</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surface Grading</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SKETCH FOR APPROVED DESIGN OF SEWAGE TREATMENT SYSTEM

Minimum lot size required for this sewage system is usable area which can contain a feet diameter circle. Lot size may NOT be reduced below this minimum without Health Department approval.

SEACATTACHED SPECIFICATION SHEETS

- 1000 GALLON DUAL COMPARTMENT SEPTIC TANKS (ONE FOR EACH UNIT)
- DISTRIBUTION BOX
- SAND FILTER (SEE SPICE SHEET)
- APPROX. 1239 EL (TOP OF FILTER)
- APPROX. EL -12-29 (100' FROM POND)
- DISTRIBUTION BOX INLET MUST BE 4' BELOW OUTLET OF SAND FILTER (1'6" DOWNSLOPE)
- 2000' TO DRAIN ROAD (NYS RT 96B)
TOMPKINS COUNTY HEALTH DEPARTMENT
SOIL TEST PIT LOG

Record of test pit number: 6
Site (Project): Whitehawk

Recorder: 5m
Date: 9/18
Test Pit Depth:

Depth of: Topsoil
Roots
Mottling or none

Recent Weather
Vegetation on test pit site

Surface Drainage: Good
Moderate
Somewhat Poor
Poor

Soil Moisture Below Two Feet: Dry
Moist
Wet
Saturated

Sketch Profile of Soil:

10 - 12" topsoil
Clayey loam
Some fine sands

3'

3 - 5½'
Clay loam

Subsoil Characteristics: give depth at which each characteristic is found and lost.

A. Texture:
Coarse
Medium
Fine

B. Color:
Brown
Gray
Olive
Other:

C. Stoniness:
Slight
Moderate
Severe

D. Appearance:
Loose
Friable
Dense

E. Permeability:
Rapid
Moderate
Slow

F. Major Soil Type:
Gravel
Silty loam
Clay loam
Sand

G. Major Structure:
Blocky
Platey

H. Depth of Restriction for Water Absorption:
1. Slowly (60 or 120 min.) Permeable Soil

(2. Bedrock: None @ 5½'

3. Water: a. entering slowly or rapidly
b. cause of water

4. No restriction obvious

I. Notes on any distinct soil layers found:

J. Sketch test pit location in the left column

K. Describeperc test depth needed:
REFER TO SEPARATE ENGINEERING PLANS FOR ADDITIONAL INFORMATION
PERMIT

Under the Environmental Conservation Law (ECL)

GENERAL PERMIT GP-0-05-001
Discharge of 1,000 - 10,000 gpd to Groundwater

Permit Issued To:
SEVEN CIRCLES LLC
31 BRUCE HILL RD
SPENCER, NY 14883
(607) 273-5879

Facility:
WHITE HAWK ECOVILLAGE
ST RTE 96B - W SIDE - BETW MILLER RD W & GUARDIAN RD
DANBY, NY

Facility Permit Contact:
HENRY R PETERSON
PRESIDENT, SEVEN CIRCLES LLC
31 BRUCE HILL RD
SPENCER, NY 14883
(607) 273-5879

Applicable DEC Region(s): ALL

General Permit Authorized Activity: A discharge to groundwater of 1,000 to 10,000 gallons per day of treated sanitary waste, without the admixture of industrial wastes, from on-site treatment works serving private, commercial, and institutional facilities using treatment units or processes referenced in Design Standards for Wastewater Treatment Works - Intermediate Size Sewerage Facilities (NYSDEC, 1988), or for facilities in the Lake George Basin, referenced in Design Standards for Wastewater Treatment Works in the Lake George Basin (NYSDEC, 1989).

Facilities serving, or intended to serve, more than one separately owned property can only be authorized to a government agency, municipality, or sewage disposal corporation formed and regulated pursuant to Article 10 of the Transportation Corporations Law.

Exclusions: Activities excluded from this General Permit are facilities in special (100-year) flood hazard areas as defined in 42 United States Code 4001; freshwater and tidal wetlands and their adjacent areas as defined in ECL Articles 24 and 25, respectively; coastal erosion hazard areas as defined in ECL Article 34; wild, scenic, and recreational river corridors as defined in ECL Article 15, Title 27; or facilities located in the counties of Kings, Nassau, Queens and Suffolk not previously authorized by GP 95-01.

Facility Location: in DANBY in TOMPKINS COUNTY
Facility Principal Reference Point: NYTM-E: 377.106   NYTM-N: 4691.046

Specific Activities Authorized for this Permit: This permit authorizes the subsurface discharge of 3,300 gallons per day of treated sanitary waste through a septic tank, sand filter, and leach field system.
Permit Authorizations

P/C/I SPDES- Groundwater Discharge - Under Article 17, Titles 7 & 8
Permit ID 7-5022-00051/00003 (SPDES ID NYG002789)
New Permit Effective Date: 10/4/2013 Expiration Date: 5/10/2015

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

General Permit Authorized by
Permit Administrator: WILLIAM R ADRIANCE, Chief Permit Administrator
Address: NYSDEC HEADQUARTERS
625 BROADWAY
ALBANY, NY 12233

Date: 05/11/2005

This permit is not effective without the signature below:

Validation under this General Permit
Authorized By: JOSEPH M DLUGOLENSKI, Deputy Regional Permit Administrator
Address: NYSDEC REGION 7 CORTLAND SUB-OFFICE
1285 FISHER AVE
CORTLAND, NY 13045-1090

Authorized Signature: Digitally signed by Joe DLugolenski
Date: 2013.10.04 16:23:40 -04'00'

Distribution List

HENRY R PETERSON
FRED M GILLETTE
DEBRA J BANKS
TOMPKINS CO HEALTH DEPARTMENT

Permit Components

P/C/I SPDES- GROUNDWATER DISCHARGE
GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

P/C/I SPDES - GROUNDWATER DISCHARGE PERMIT CONDITIONS

1. Maximum Flow, Strength and Character The disposal system must not receive, or be committed to receive, sanitary wastes without the admixture of industrial wastes that:

   a. exceed the disposal system design flow, or

   b. have a strength or characteristic beyond the design capability of the disposal system.

2. Certification of Treatment Works Approval of treatment works construction by a local health agency or certification by a professional engineer licensed to practice is New York State is required as a prerequisite to any discharge of wastewaters.

3. Approval of New or Modified Treatment Works Discharges from new disposal systems, or increases in discharge from the modification or replacement of existing disposal systems are not authorized until appropriate action is taken as follows:

   a. In locations where a local health agency has jurisdiction, required approval for on-site system plans, design, and construction must be secured. Prior to commencing a discharge, the permittee must submit a "Permittee Affirmation of Local Health Department Approval of Onsite Treatment Works" to the Department’s GP-0-05-001 Coordinator affirming that local health agency approval has been obtained. The affirmation must include the date that the system will be placed into service and become operational.

   b. Where local health department approval is not required, at the completion of system construction and prior to commencing a discharge, the permittee’s engineer must submit a "Professional Engineer’s Certification of Onsite Treatment Works Design and Construction" to the Department’s GP-0-05-001 Coordinator. The certification must include the date that the system will be placed into service and become operational.

   The certification must be performed by an engineer licensed to practice engineering in New York State, certifying that treatment works were designed and constructed in accordance with Design Standard for Wastewater Treatment Works - Intermediate Size Sewerage Facilities (NYSDEC, 1988) or for facilities in the Lake George Basin, the Design Standards for Wastewater Treatment Works in the Lake George Basin (NYSDEC, 1989).

4. Inspect Septic Tanks A septic tank installed as part of the disposal system shall be inspected by the permittee or his agent for scum and sludge accumulation at intervals not to exceed one year’s duration. The permittee shall remove scum and sludge accumulations before they exceed one-fourth of the liquid depth so that no settleable solids or scum will leave the septic tank effluent. Septage materials shall be removed, transported and disposed of in accordance with applicable law and regulation.

Such inspections may be performed by the permittee, an engineer licensed to practice in New York State, a National Association of Wastewater Transporters (NAWT)-certified inspector, or a New York
Onsite Wastewater Treatment Training Network (OTN)-registered inspector. Records of annual septic tank inspection and pumping information shall be retained onsite and maintained for review by the NYS Department of Environmental Conservation.

5. Maintain Facility The permittee must maintain the facility in effective working condition.

6. No Violation of Water Quality Classifications and Standards The discharge must not cause or contribute to a violation of water quality classifications and standards as contained in New York Codes, Rules, and Regulations, Title 6, Chapter X, Parts 700-705.

7. Certifying Engineering Report, Plans, Specifications The permittee must obtain a signed and sealed copy of the engineering report, plans, specifications, and other related documents from the certifying professional engineer and must maintain this material for inspection by the NYS Department of Environmental Conservation.

8. Maintain Records The permittee shall maintain a copy of the engineer-certified disposal facility plans, specifications, any engineering reports, as built drawings, required health agency approvals, and other related documents for inspection by the NYS Department of Environmental Conservation.

9. Need for an Individual Permit The Department retains the right to require that any discharge authorized under this General Permit obtain an individual permit.

10. Annual Regulatory Fee Permittees are responsible for payment of the annual regulatory fee billed by the Department. Failure to pay can result in imposition of penalties or revocation or suspension of this permit. The permittee is responsible for payment of the fee until the discharge ceases and the permittee requests and receives Department concurrence for termination of coverage under the permit or the Department approves a transfer of the permit to a new permittee.

11. General Permit Expiration This General Permit expires on May 10, 2015. If the permittee is in full compliance with the terms of this permit, a renewal application will not be required in accordance with General Condition 4, and General Permit coverage will continue in force and effect until NYSDEC issues a new General Permit.

12. Operating in Accordance with SPDES Rules The permittee must comply with NYCRR Title 6, Chapter X, State Pollutant Discharge Elimination System (SPDES) Permits, Part 750.

13. GP-0-05-001 Coordinator As referenced in this permit, the GP-0-05-001 Coordinator can be contacted at:

   DEC GP-0-05-001 Coordinator
   New York State Department of Environmental Conservation
   Division of Water
   625 Broadway
   Albany, NY 12233-3505

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records,
is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

   Regional Permit Administrator
   NYSDEC REGION 7 CORTLAND SUB-OFFICE
   1285 FISHER AVE
   CORTLAND, NY13045 -1090

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: P/C/I SPDES- Groundwater Discharge.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

   a. materially false or inaccurate statements in the permit application or supporting papers;

   b. failure by the permittee to comply with any terms or conditions of the permit;

   c. exceeding the scope of the project as described in the permit application;

   d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

   e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.
6. Permit Transfer  Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: Referenced Materials  Forms and regulations referenced in this permit are available at the NYS Department of Environmental Conservation's regional offices and on our website:
www.dec.ny.gov.

Page 6 of 6
Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

Remittance must be received by the payment due date shown on the invoice to avoid interest and penalty charges. Interest rates are set by the Commissioner of Taxation and Finance, and assessed pursuant to Article 72 of the Environmental Conservation Law. Penalties are assessed based on the amount of the payment deficiency at a rate of five percent of that deficiency per month, not to exceed twenty-five percent. NOTE: The penalty rate for the Operating Permit Program may differ and is shown on your invoice, if applicable.

DISPUTES: Please take notice that pursuant to 6 NYCRR 481.9(c) challenges to a Regulatory Program Fee may be rejected under the following circumstances; (1) failure to make a request for a recalculation of the fee within 30 business days of the date of the Department’s original invoice; or (2) failure to make payment in full of the undisputed amount of the annual program fee; or (3) failure to give a specific reason for challenging the fee. A new fee recalculation request must be submitted for each year’s assessment, regardless of the status of the previous year’s recalculation request.

IF A DETERMINATION IS MADE IN FAVOR OF THE DEPARTMENT, DISPUTED AMOUNTS NOT PREPAID AT THE TIME OF DISPUTE ARE SUBJECT TO INTEREST AND PENALTY CHARGES, RETROACTIVE FROM THE DUE DATE.

If you have any questions regarding this bill, you may call the Regulatory Fee Determination Unit’s INFORMATION LINE (518) 402-9343 between 9:00am-12:00pm and 1:30pm-4:00pm Monday through Friday.

Dispute Forms, Change of Address Forms and Permit Transfer Forms can all be requested at any Regional DEC Office or you may download them directly at http://www.dec.ny.gov/about/45325.html

To:
SEVEN CIRCLES LLC
31 BRUCE HILL RD
SPENCER, NY 14883

Checks should be made payable to:
NYS Department of Environmental Conservation.
Please include a copy of this invoice along with your payment.

Remit To:
NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CHURCH STREET STATION
PO BOX 3782
NEW YORK, NY 10008-3782

<table>
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<td>Outstanding balance as of 28-Sep-2017 in USD</td>
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Customer Number: 72452
Invoice: 9990000348154

Legally Responsible Party (LRP):
SEVEN CIRCLES LLC
31 BRUCE HILL RD
SPENCER, NY 14883

Facility Name & Address:
WHITE HAWK ECOVILLAGE
ST RTE 96B - W SIDE - BETW MILLER RD W & GUUNDERMAN RD
DANBY, NY

Terms | Due Date | Customer Contact | Description | Billing Year | Fees
---|---|---|---|---|---
30 NET | 28-Oct-2017 | SEVEN CIRCLES LLC | SPDES General Permit Fees | 2017 | 110.00

Special Instructions
All payments must be in U.S. dollars only.

Please include a copy of this page with all payments.

Transaction: 9990000348154
Billing Date: 28-Sep-2017

SPDES ID Number: 7-5022-00051/00003

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as of 28-Sep-2017 in USD
Approval of Plans for
Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

1. Applicant
White Hawk Ecovillage Community Inc.

2. Location of Works
Town of Danby

3. County
Tompkins

4. Water District (Specific Area Served)
na

5. Type of Project

☐ 1. Source
☐ 2. Transmission
☐ 3. Pumping Units
☐ 4. Chlorination
☐ 5. Fluoridation
☐ 6. Other Treatment
☐ 7. Distribution
☐ 8. Storage
☐ 9. Other

Remarks:
Public water treatment system utilizing 2 artesian wells, submersible pumps, three (3) 1000 gallon reservoirs, distribution system pumps and controls, pressure tanks, chlorine disinfection and 1860 LF of 2" HDPE looped distribution water piping.

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

a. THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.

b. THAT the proposed works not be placed into operation until such time as a Completed Works Approval is issued in accordance with Part 5 of the New York State Sanitary Code.

c. THAT this approval is for 30 residential homes and one (1) community building. Any additional service connections added to this approved system must be reviewed by a design professional to ensure that the system has sufficient design capacity; and then approved by the Tompkins County Health Department.

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Water Supply Protection
Flanigan Square, 547 River Street
Troy, New York 12180-2216

C. Elizabeth Cameron, P.E., Director of Environmental Health
Division of Environmental Health
55 Brown Road
Ithaca, New York 14850

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

8-6-18
Date

C. Elizabeth Cameron, P.E., Designated Representative

DOH-1017 (4/94) p. 1 of 2
### General

6. **Type of Ownership**
   - [ ] Municipal
   - [ ] Industrial
   - [ ] Commercial
   - [ ] 9 Water Works Corp.
   - [X] 68 Private - Other
   - [ ] 1 Authority
   - [ ] 30 Interstate
   - [ ] 40 International
   - [ ] 19 Federal
   - [ ] 26 Board of Education
   - [ ] 20 State
   - [ ] 18 Indian Reservation

7. **Estimated Total Cost** $43,000

8. **Population Served**
   - [ ] Cayuga Lake

9. **Drainage Basin**
   - [1 Yes] 1 Yes
   - [X] 2 No

10. **Federal Aid Involved?**
    - [X] 2 No

11. **WSA Project?**
    - [ ] 1 Yes
    - [X] 2 No

### Source

12. **Surface**
    - [X] Ground

13. **Name**

14. **Class**

15. **Est. Source Development Cost**

16. **Safe Yield**
    - 7,000

17. **GPD**

18. **Description**

19. **Treatment**

20. **Type of Treatment**
    - [ ] 1 Aeration
    - [ ] 2 Microstrainers
    - [ ] 3 Mixing
    - [ ] 4 Sedimentation
    - [ ] 5 Clarifiers
    - [X] 6 Filtration
    - [ ] 7 Iron Removal
    - [X] 8 Chloration
    - [ ] 9 Fluoridation
    - [ ] 10 Softening
    - [ ] 11 Corrosion Control
    - [ ] 12 Other

21. **Name of Treatment Works**

22. **Max. Treatment Capacity**
    - GPD

23. **Grade of Plant Operator Req.**

24. **Est. Cost**

### Distribution

25. **Type of Project**
    - [ ] 1 Cross Connection
    - [X] 3 Transmission
    - [ ] 4 Fire Pump Cl,

26. **Type of Storage**
    - [ ] Elevated
    - [ ] Underground

27. **Anticipated Distribution**
    - [ ] Gals.

28. **System Demand:**
    - [ ] Avg. 3,500
    - [ ] Max. 7,000

29. **GPD**

30. **Designated for fire flow?**
    - [ ] 1 Yes
    - [ ] 2 No

31. **Description**

---

DOH-1017 (4/94) p. 2 of 2
Warranty Deed w/Lien Covenant

This Indenture, made the 11th day of __________, 2018,

Between RED TAIL, LLC, a New York limited liability company, with a mailing address of 12 White Hawk Lane, Ithaca, New York 14850

party of the first part, and

WHITE HAWK ECOCOMMUNITY, INC., a New York corporation with a mailing address of 12 White Hawk Lane, Ithaca, New York 14850

party of the second part.

Witnesseth, that the party of the first part, in consideration of One and 00/100 Dollars ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs, successors and assigns forever,

SEE SCHEDULE “A” ATTACHED

Together with the appurtenances, and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs, successors and assigns forever.

And the party of the first part does covenant as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises.

SECOND, that said party of the first part will forever WARRANT the title to said premises.

THIRD, That, in compliance with Section 13 of the Lien Law, the party of the first part will receive consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In Presence Of

RED TAIL, LLC

By: [Signature]

Aelita K. Early, President

By: [Signature]

Steven E. Woinoski, Vice President

{H3310235.1}
State of New York  
County of Tompkins  

On the 24th day of April in the year 2018, before me, the undersigned, personally appeared Aelita K. Early and Steven E. Woinoski, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

CARRIE JEANNE POLLAK
Notary Public, State of New York
No. 1023065, Q:\Notary Public\Signature Pads\Notary Signature Pad 9
Qualified in Tompkins County
Commission Expires November 26, 2019
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Danby, County of Tompkins and State of New York, bounded and described as follows:

BEGINNING at a point marked by an iron pin in the west line of Danby Road (New York State Route 96B), which point is located North 79 degrees 41 minutes 43 seconds West a distance of 35.20 feet from a point in the centerline of Danby Road, which centerline point is located northerly along the centerline of Danby Road a distance of 1,345.5 feet, more or less, from the intersection of the centerline of Danby Road with the (extended) centerline of Gunderman Road;

THENCE running NORTH 79 degrees 41 minutes 43 seconds WEST a distance of 190.00 feet to a point marked by an iron pin;

THENCE running SOUTH 08 degrees 00 minutes 04 seconds EAST a distance of 300.01 feet to a point marked by an iron pipe;

THENCE running NORTH 79 degrees 30 minutes 11 seconds WEST a distance of 3,966.70 feet to a point marked by an iron pin;

THENCE running NORTH 10 degrees 32 minutes 27 seconds EAST a distance of 673.95 feet to a point marked by an iron pin;

THENCE running NORTH 09 degrees 21 minutes 43 seconds EAST a distance of 221.33 feet to a point;

THENCE running SOUTH 79 degrees 46 minutes 40 seconds EAST, and passing through an axle at 7.3 feet, a total distance of 534.48 feet to a point marked by an iron pin;

THENCE running NORTH 03 degrees 47 minutes 22 seconds EAST a distance of 393.73 feet to a point marked by an iron pipe;

THENCE running NORTH 76 degrees 17 minutes 44 seconds EAST, and passing through an iron pin at 259.47 feet, a total distance of 415.28 feet to a point marked by an iron pin;

THENCE running SOUTH 80 degrees 18 minutes 45 seconds EAST, and passing through an iron pipe at 61.00 feet, and an iron pin at 1,007.54 feet, a total distance of 2,147.33 feet to a point marked by an iron pin;

THENCE running NORTH 88 degrees 27 minutes 43 seconds EAST a distance of 617.80 feet to a point marked by an iron pin in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 329.87 feet to a point;

THENCE running NORTH 81 degrees 28 minutes 36 seconds WEST, and passing through the remains of a concrete monument at 10.0 feet, a total distance of 242.71 feet to a point located 0.4 feet northerly of an old fence post;

THENCE running NORTH 78 degrees 01 minutes 34 seconds WEST a distance of 186.00 feet to a point marked by an iron pin;

THENCE running SOUTH 09 degrees 31 minutes 12 seconds EAST a distance of 413.18 feet to a point marked by an iron pin;

THENCE running SOUTH 79 degrees 15 minutes 34 seconds EAST, and passing through an iron pin at 417.68 feet, a total distance of 418.98 feet to a point in the west line of Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 316.55 feet to a point marked by an iron pin;
SCHEDULE A (continued)

THENCE running SOUTH 84 degrees 55 minutes 14 seconds WEST a distance of 134.79 feet to a point marked by an iron pin;

THENCE running SOUTH 03 degrees 34 minutes 48 seconds EAST, and passing through an iron pin at 5.00 feet, a total distance of 165.00 feet to a point marked by an iron pin;

THENCE running NORTH 84 degrees 55 minutes 14 seconds EAST a distance of 147.61 feet to a point marked by an iron pin in the west line Danby Road;

THENCE running SOUTH 08 degrees 01 minutes 51 seconds EAST along the west line of Danby Road a distance of 184.32 feet to the point or place of beginning.

SUBJECT TO the following Ground Leases affecting certain Lots shown on the survey maps referenced hereinbelow and as originally and/or subsequently recorded in the Tompkins County Clerk’s Office as follows:

Lot 6 (Instrument No. 530966-001);
Lot 5 (Instrument No. 530968-001);
Lot 7 (Instrument No. 533902-003 and Instrument No. 2014-00863);
Lot 8 (Instrument No. 572007-001);
Lot 11 (Instrument No. 584306-006);
Lot 9 (Instrument No. 2014-00612);
Lot 2 (Instrument No. 2014-07907);
Lot 14 (Instrument No. 2015-08548);
Lot 13 (Instrument No. 2015-10485);
Lot 12 (Instrument No. 2016-09469);
Lot 10 (Instrument No. 2017-06270).

SUBJECT TO easements for gas pipelines as shown on the survey map referenced hereinbelow. [As a reference for possible affecting easements recorded in the Tompkins County Clerk’s Office see Liber 259 of Deeds at page 169 and Liber 259 of Deeds at page 334.]

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated March 15, 1949 and recorded May 17, 1949 in the Tompkins County Clerk’s Office in Liber 320 of Deeds at page 445.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated March 9, 1949 and recorded May 17, 1949 in the Tompkins County Clerk’s Office in Liber 320 of Deeds at page 446, but only insofar as it may affect the above-described premises.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated September 3, 1969 and recorded October 17, 1969 in the Tompkins County Clerk’s Office in Liber 484 of Deeds at page 360.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated September 4, 1969 and recorded October 17, 1969 in the Tompkins County Clerk’s Office in Liber 484 of Deeds at page 364.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated November 6, 2007 and recorded January 28, 2008 in the Tompkins County Clerk’s Office as Instrument No. 520943-019.

SCHEDULE A (continued)

SUBJECT TO the terms set forth in the “White Hawk Ecovillage Membership Guidelines and Agreements” referenced in the “Declaration of Covenants and Restrictions of White Hawk Ecovillage” dated August 11, 2008 and recorded the same day in the Tompkins County Clerk’s Office as Instrument No. 530271-001, and recorded January 9, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-00270.

SUBJECT TO an easement granted by Seven Circles, LLC to the Town of Danby by instrument dated September 10, 2010 and recorded January 19, 2011 in the Tompkins County Clerk’s Office as Instrument No. 570312-001, which easement allows for access in order to install and maintain a monitoring well on the above-described premises; as modified by Agreement dated April 23, 2013 and recorded February 27, 2014 in the Tompkins County Clerk’s Office as Instrument No. 2014-02169.

SUBJECT TO the rights of others entitled to the use thereof of the gravel lane or roadway known as White Hawk Lane and the Common Areas as shown on the survey maps referenced hereinbelow.

SUBJECT TO the minor encroachment of the building on the aforesaid Lot 2 onto Lot 1 as shown on the survey map referenced hereinbelow.

SUBJECT TO the terms of a certain Encroachment Agreement executed by and between Seven Circles, LLC and Timothy D. Pettaway dated December 5, 2017 and recorded in the Tompkins County Clerk’s Office concurrently herewith.

ASSUMING the indebtedness of that certain mortgage dated August 29, 2018 and recorded on August 30, 2018 in the Tompkins County Clerk’s Office as Instrument No. 2018-09878.

REFERENCE is also hereby made to a survey map incorporated herein entitled “Survey Map Showing Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York” prepared by T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13928.

REFERENCE is hereby made to a survey map incorporated herein entitled "Survey Map Showing Portion of Lands of Seven Circles, LLC, Town of Danby, Tompkins County, New York" prepared by Lee Dresser, L.L.S. No. 050096, of T.G. Miller P.C., Engineers and Surveyors, Ithaca, New York, dated May 11, 2016, a copy of which is filed December 6, 2017 in the Tompkins County Clerk’s Office as Instrument No. 2017-13927.

BEING THE SAME PREMISES conveyed to Red Tail, LLC, the party of the first part herein, by deed dated April 17, 2018 and filed in the Tompkins County Clerk’s Office on August 6, 2018 as Instrument No. 2018-08789.
No. of Pages: 2
Receipt No.: 530271
DATE: 08/11/2008
Time: 03:12 PM
Document Type: MISC RECORDS
Parties To Transaction: WHITE HAWK ECOVILLAGE

Deed Information

Consideration:
Transfer Tax:
RETT No
County Transfer Tax:
State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount:
Basic Mtge. Tax:
Special Mtge. Tax:
Additional Mtge. Tax:
Mortgage Serial No.

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti
Tompkins County Clerk
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WHITE HAWK ECOVILLAGE

This DECLARATION OF COVENANTS AND RESTRICTIONS is made the 11th day of August, 2008, by Seven Circles, LLC, a New York limited liability company, with principal place of business at 31 Bruce Hill Road, Spencer, New York 14883.

WHEREAS, the aforesaid Seven Circles, LLC, is the owner of real property (the “Property”) located in the Town of Danby, Tompkins County, New York, being premises more particularly described in the deed from Henry Peterson to Seven Circles, LLC dated August 13, 2007, recorded August 14, 2007 in the Tompkins County Clerk’s Office as Instrument Number 513341-001, as corrected by Deed of Correction dated October 10, 2007, recorded October 11, 2007 in the Tompkins County Clerk’s Office as Instrument Number 516181-003, and

WHEREAS, Seven Circles, LLC is the developer of White Hawk Ecovillage, which development is shown on the survey map entitled “SURVEY MAP SHOWING PROPOSED LOT LAYOUT FOR WHITE HAWK ECOVILLAGE, TOWN OF DANBY, TOMPKINS COUNTY, NEW YORK,” by T.G. Miller, P.C., Engineers & Surveyors, Darrin A. Brock, LLS, dated November 5, 2007 (the “Survey”), which Survey was approved in conformance with Town of Danby Zoning and Subdivision Regulations July 9, 2008, and which Survey is intended to be filed in the Tompkins County Clerk’s Office concurrently herewith; and

WHEREAS, Seven Circles, LLC intends to enter into ground lease agreements for lots and building sites within White Hawk Ecovillage, as shown on the Survey referred to above, subject to certain restrictions, conditions, limitations, reservations, covenants, rules, regulations and guidelines which restrictions, etc., are intended as protective restrictions in order to insure the most beneficial development of said area and to prevent any such use thereof as might diminish the valuable or pleasurable enjoyment thereof, and to create a blending of homes and uses in harmony with one another and the surrounding area.

NOW, THEREFORE, Seven Circles declares that such tract and the lots and other improvements to be developed therein are held and shall be leased, and, if applicable, conveyed, subject to the restrictions, conditions, limitations, reservations, covenants, rules, regulations and guidelines set forth in the attached “White Hawk Ecovillage Membership Guidelines and Agreements,” and that Seven Circles, LLC hereby covenants and agrees that Seven Circles LLC, its successors and assigns, shall be bound and restricted as Lessor of “White Hawk” building lots, and that all leases shall bind and restrict the Lessee of “White Hawk” building lots to the attached concerning the “White Hawk Ecovillage” development in Danby, New York.
IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been executed by Seven Circles, LLC, by its duly authorized officer, on the day and year first above written.

SEVEN CIRCLES, LLC

By: Henry Peterson,
    President of Seven Circles LLC

STATE OF NEW YORK )
COUNTY OF TOMPKINS) ss:

On the 11th day of August, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared HENRY PETERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ANDREA A. WILEY
NOTARY PUBLIC, State of New York
No. 01PA655637
Certified in Cortland County
Commission Expires June 30, 2011
AGREEMENT made this _____ day of _______________, 20___, by and among

___________ ("PURCHASER"), [__________________, INC.] ("SPONSOR"), as sponsor of
the _____________, Inc. offering plan ("Plan") and HANCOCK ESTABROOK, LLP
("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale cooperative shares at the premises located at White Hawk Lane, Danby, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-h and the New York Department of Law’s regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as “Deposit”) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1.  ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1.  ESCROW AGENT has established an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of shares [____] (the “Contract of Sale”) at M&T Bank located at 101 South Salina Street, Syracuse, in the State of New York ("Bank"), a bank authorized to do business in the State of New York.  The escrow account is entitled White Hawk Ecovillage Escrow Account ("Escrow Account").  [The account number is ________________________.]  

1.2  ESCROW AGENT has designated the following attorneys to serve as signatories: Carrie J. Pollak, Esq, Daniel K. Mannion, Esq, Janet Callahan, Esq., Catherine A. Diviney, Esq., Joseph Mancuso, Esq., Cora Alsanta, Esq., and Timothy Murphy, Esq.  All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of Gateway Center, 401 East State Street, Suite 304, Ithaca, New York 14850 and 1500 AXA Tower I, 100 Madison Street, Syracuse, New York 13202, and a telephone number of 315-565-4500.

1.3  ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

{H3209112.2}
1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. **DEPOSITS INTO THE ESCROW ACCOUNT.**

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Hancock Estabrook, LLP, as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Contract of Sale has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Contract of Sale within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law’s regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. **RELEASE OF FUNDS**

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Contract of Sale and this Agreement, upon closing of title to the shares;
3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.4 Sponsor shall not object to the release of the Deposit to:

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.
5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that it shall not interfere with ESCROW AGENT’S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-h and the New York State Department of Law’s regulations.

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Contract of Sale and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.
10. **ESCROW AGENT’S COMPENSATION.**

Prior to release of the Deposit, ESCROW AGENT’S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. **SEVERABILITY.**

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. **INDEMNIFICATION.**

SPONSOR agrees to defend, indemnify, and hold ESCROW AGENT harmless from and against all costs, claims, expenses, and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT’S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys’ fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. **ENTIRE AGREEMENT.**

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law’s regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

**HANCOCK ESTABROOK, LLP**

By: ____________________________
   Name: _________________________
   Title: _________________________

SPONSOR
[________________________, INC.]

By: _________________________________
    Name: _____________________________
    Title: _____________________________

PURCHASER

[INSERT NAME]

By: _________________________________
    Name: _____________________________
    Title: _____________________________