

Radisson – Loop Road subparcel
 D/A Processing No. 2006-2037
 Onondaga County, New York
 Quad: Baldwinsville, NY
 Sheet 1 of 2



Figure 1:

USGS 7.5 Minute Topographical Map
 Baldwinsville Quadrangle, DeLorme 2002

Loop Road
 Town of Lysander, Onondaga County, New York

5.2 ACRE SITE

Scale: 1" = 2000'



EARTH DIMENSIONS, INC.



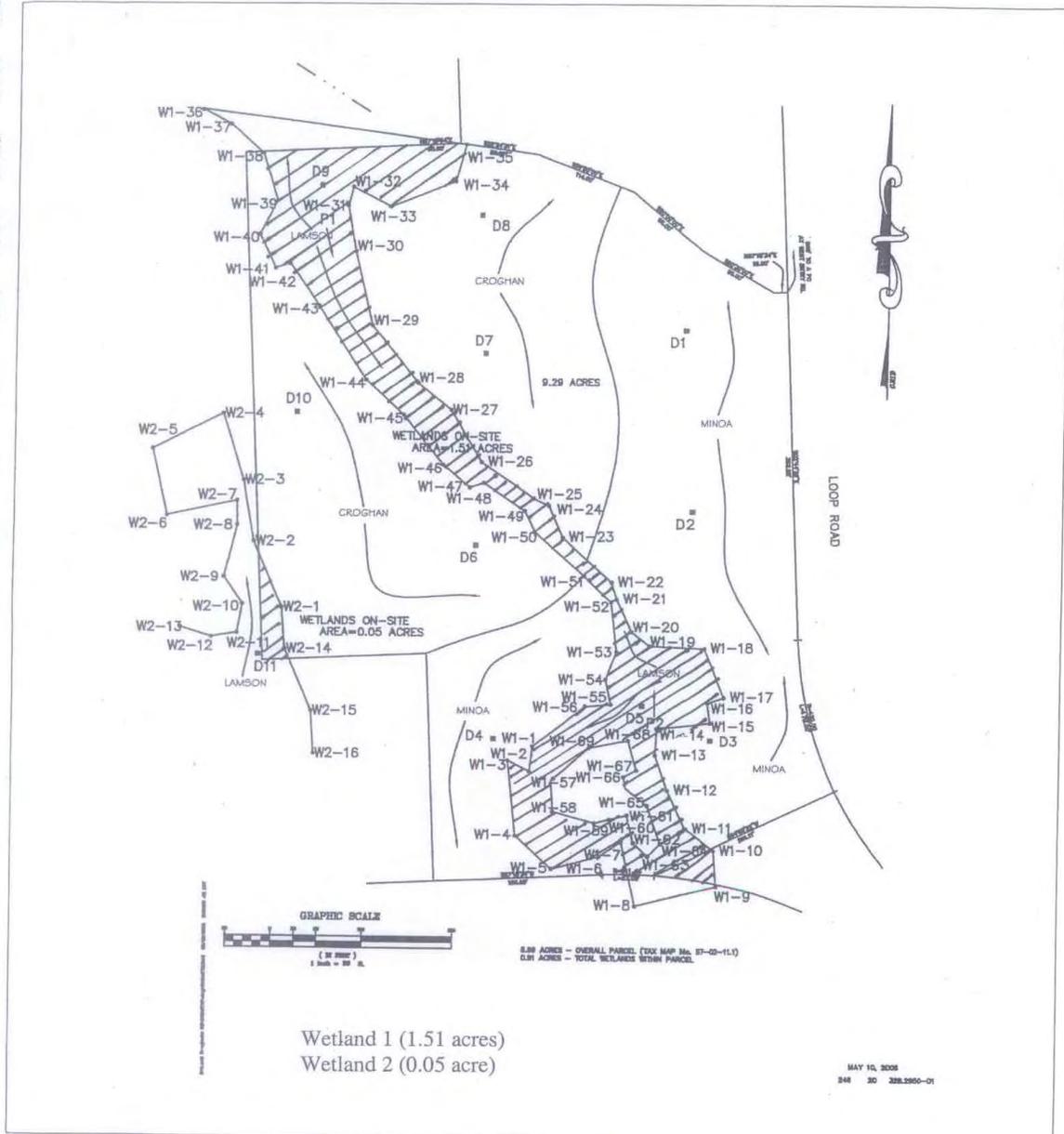


Figure 5: General Soils Map
 Loop Road
 Town of Lysander Onondaga County, New York
 DIMENSIONS, INC.
 * Soil and Hydrogeologic Investigations 1091 Jamison Road * Elma, NY 14059
 * Wetland Delineations (716) 655-1717 * Fax (716) 655-8916

LEGEND

- W2-4 Wetland
- P3 Photo Location and Direction
- D6 Data Point

Radisson - Loop Road subparcel
 D/A Processing No. 2006-2037
 Onondaga County, New York
 Quad: Baldwinsville, NY
 Sheet 2 of 2



50 ACRE SITE



EXHIBIT 5 BID FORM

Bidder Information

Company Name: _____

Principals Names: _____

Address: _____

Telephone Number: _____

Fax Number: _____

e-mail address: _____

Price: _____ Dollars
(\$ _____)

Attached: Exhibit 6 Affidavit of Non-Collusion
 Exhibit 7 State Finance Law Sections 139-j and 139-k

Bid Guarantee
Supporting information including company background and financial capability



EXHIBIT 6 – AFFIDAVIT OF NON-COLLUSION

The undersigned, _____, the _____ of _____ hereby affirms that its bid for the purchase of the Industrially-designated land at the Radisson Community in Baldwinsville, New York, from the Urban Development Corporation d/b/a Empire State Development Corporation, was arrived at without collusion, consultation, communication, or agreement with any other person, partnership, or corporate entity for the purpose of restricting competition. No attempt has been made or will be made by the undersigned to induce any other person, partnership or corporation to submit or not to submit a Bid.

The undersigned hereby authorizes ESD to contact its banks and credit references and any other references identified in the attached Bid in order to verify information provided therein.

Signature

Sworn before me this _____ day of _____, 2010

Notary Public



Model Language to Obtain Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b)

Background:

State Finance Law § 139j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three al this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law § § 139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

Signed: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____



Model Language to Obtain the Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

Under New York State Finance Law § 139-k(2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163(9). In accordance with State Finance Law § 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by an Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law § 139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law § 139 -j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.



6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law § 139-k is complete, true and accurate

By:

Date:

Signature

Name.

Title:

CONTRACT FOR SALE OF LAND

between

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a
EMPIRE STATE DEVELOPMENT CORPORATION

and

(NAME OF PURCHASER)

347 ± Acres of Land
Radisson Corporate Park



RADISSON CORPORATE PARK CONTRACT FOR SALE OF LAND

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CONTRACT FOR SALE OF LAND
RADISSON CORPORATE PARK

AGREEMENT, made effective this ____ day of _____ 201_, by and between NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT CORPORATION, a corporate governmental agency of the State of New York and a public benefit corporation having its principal offices at 633 Third Avenue, New York, New York 10017 (hereinafter referred to as "Seller") and _____, a corporation with offices at _____, (hereinafter referred to as "Purchaser").

WHEREAS, Seller is the owner of certain parcels of real property, located in the Town of Lysander, County of Onondaga and State of New York, said parcels being delineated on the Map annexed hereto and made a part hereof as Schedule "A" and hereinafter referred to as the "Property"; and

WHEREAS, Purchaser is desirous of purchasing said Property from Seller.

NOW, THEREFORE, Seller has agreed to sell and convey to Purchaser and Purchaser has agreed to purchase from Seller all Seller's right, title and interest in and to said Property on the following terms and conditions:

1. CONSIDERATION. The total consideration to be paid by Purchaser will be _____ Dollars (\$_____). The purchase price will be payable as follows:

(a) Two Hundred Fifty Dollars (\$250.00 upon submittal of a Bid Guarantee in response to the RFP.

(b) Ten percent of the purchase price minus the above-mentioned Two Hundred Fifty Dollars (\$250.00) to be credited to the Purchase Price or _____ Dollars (_____), in cash, certified or bank cashier's check or other check acceptable to Seller, delivered to Seller upon signing this Agreement by Seller (both payments together called the "Deposit"), and which sum shall be applied to the purchase price at the time of closing. In the event Purchaser fails to proceed with the acquisition of the Property as provided for herein, said Deposit shall be forfeited to Seller upon



such default provided Seller, at such time, is not itself in default with respect to any of its obligations to Purchaser relative to its transfer of title to the Property hereunder.

(c) The balance of the Purchase Price, _____ Dollars (\$_____), shall be delivered to Seller in cash, certified or cashier's check upon transfer of title to Purchaser.

(d) Due Diligence. Purchaser shall have ninety (90) days from signing this Agreement (the "Inspection Period") for the inspection of the Property and all documents regarding the Property. If ESDC receives, prior to the expiration of the Inspection Period, written notice (the "Termination Notice") from Purchaser, that Purchaser does not want to complete the purchase of the Property, then ESDC will return to Purchaser the original amount of the Deposit without any accrued interest. Upon return to Purchaser of such amount, this Agreement will terminate. If ESDC has not received Termination Notice prior to expiration of the Inspection Period, Purchaser will not be entitled to return of the Deposit unless there is a default by ESDC under this Agreement that would entitle Purchaser to return the Deposit

2. SEARCHES AND SURVEYS. Seller, at its own cost and expense, shall furnish to Purchase at least fifteen (15) days prior to closing:

(a) An Abstract of Title commencing with a Warranty Deed or better dated on or before January 1, 1945 and continued to date showing Seller as legal owner of the Property. In the event Purchaser notifies Seller of its intention to obtain title insurance, Seller, in lieu of an Abstract of Title, at its own cost and expense, will provide Purchaser with a Preliminary Report on Title from a title insurance company licensed to do business in the State of New York. If Purchaser so elects to obtain title insurance, then Purchaser, at its own cost and expense, shall be obligated to pay the title insurance premium charged by the title insurance company for issuing the appropriate title insurance policy.

(b) A current survey of the Property prepared by a licensed land surveyor showing the location of any easement, identifying any easement by book and page, and certifying the number of acres of land included within the boundaries of the Property.

(c) Appropriate evidence that the Property is exempt from real estate taxes during Seller's ownership thereof, except for special assessments; that all applicable special assessments for the current year have been paid; and that Seller has fulfilled any existing obligations it may have under law or contract to make payments in lieu of taxes to any local taxing jurisdiction with respect to the Property.



3. CLOSING. Closing shall take place at Seller's office at 633 Third Avenue, New York, New York 10017 on or before May 2010, or at such other location or time as shall be mutually agreed upon.

4. CLOSING INSTRUMENTS. Seller agrees to convey to Purchaser, by Bargain and Sale Deed with lien covenant and covenant against grantor's acts, title to the Property which shall be good, marketable and insurable by a title insurance company licensed to do business in the State of New York, subject only to the following provided the same do not individually or in the aggregate render the title unmarketable or uninsurable or adversely affect mortgage financing of said Property:

(a) Whatever state of facts an accurate survey of the Property may disclose.

(b) Easements, rights-of-way, restrictive covenants and other land use and building controls, and zoning and other governmental land use restrictions now affecting said Property. Such restrictive covenants, land use and building controls include the Radisson Declaration of Protective Covenants, Conditions and Restrictions, recorded in the Onondaga County Clerk's Office on June 27, 1975 in Book 2556 of Deeds at page 905 (as amended to the date of closing), and the Radisson Corporate Park Site Development Regulations, a copy of which is set forth in Schedule "B" annexed hereto and made a part hereof.

(c) Any additional matters of public record as of the date of conveyance of title to the Property.

(d) Any state of facts a physical inspection of the Property may disclose.

Seller shall also furnish any other instruments which may be necessary to convey good, marketable and insurable title to said Property.

If Seller is unable to convey a good, marketable and insurable title to the Property on the closing date herein specified or as the same may be extended by mutual agreement of the parties, Purchaser's exclusive remedy against Seller shall be the right to terminate this contract upon giving thirty (30) days' written notice to Seller and, if such defects in title have not been cured within such thirty (30) day period, Purchaser shall be entitled to a refund of the deposit made by Purchaser hereunder.

5. ADJUSTMENTS. Taxes, special assessments, payments in lieu of taxes and all other matters affecting the Property shall be adjusted as of the date of transfer of title to Purchaser. The cost of the required New York State Transfer Tax and the fees of the Onondaga



County Clerk charged for recording the Deed and any other instruments incidental to the transfer of title to the Property shall be paid by Purchaser.

6. COVENANTS, WARRANTIES AND REPRESENTATIONS. Seller covenants, warrants and represents that:

(a) It is the sole owner of the Property and has full power to sell, transfer and assign same to Purchaser under the terms of this Agreement.

(b) There is no litigation pending or threatened against Seller which would in any way threaten its right to act under this Agreement.

(c) Both Seller and Purchaser represent that there was no real estate broker involved in this transaction and the parties hereto agree there are no other real estate brokerage or finder's fees payable to anyone as a result of the sale of the Property by Seller to Purchaser.

7. NON-DISCRIMINATION PROVISIONS. Purchaser and every successor in interest to the Property shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof. Such non-discrimination covenant shall run with the land in perpetuity.

8. Intentionally deleted

9. RADISSON DECLARATION. Purchaser acknowledges receipt of a copy of the Radisson Declaration of Protective Covenants, Conditions and Restrictions identified in Section 4 herein and as amended to the date hereof (such document is hereinafter referred to as the "Radisson Declaration"). All development of the Property shall conform to the provisions of said Radisson Declaration.

Purchaser or Purchaser's successor agrees to pay the annual assessment to be imposed by the Radisson Community Association, Inc. against the Property herein for payment of maintenance and operating expenses of certain common, recreational, open space and service areas within Radisson. Purchaser further acknowledges that the Radisson Declaration creates a continuing lien upon the Property for payment of such annual charge levied by the Radisson Community Association in accordance with the said Declaration.

10. AMENDMENTS AND ASSIGNMENTS. This Contract may not be amended except by written instrument signed by both parties hereto. Purchaser, except as may be



otherwise provided for herein, shall not assign any interest hereunder without the prior written consent of Seller.

11. NOTICES. Any notice, demand or request, required or agreed to be given hereunder by either party hereto, shall be sufficiently given or served if in writing; signed by the party giving it; and mailed by certified mail addressed to the party for whom it is intended as follows:

- A. Seller New York State
 Urban Development Corporation
 d/b/a Empire State Development Corporation
 633 Third Avenue
 New York, New York 10017-6706
 Attention: Senior Vice President - Legal

- B. Purchaser _____

 Attention: _____

- Copy _____

12. DEFAULTS and REMEDIES.

(a) In the event Seller is unable or refuses to convey a marketable title free and clear of liens and encumbrances except for those exceptions permitted as specified in Section 4 herein on the closing date herein specified or as the same may be extended by mutual agreement of the parties as provided for in Section 3 herein, Purchaser's sole remedy against Seller shall be the right to terminate this Contract upon giving thirty (30) days' written notice thereof to Seller. If Seller has not cured such default within the thirty (30) day period, Purchaser shall, upon the expiration thereof, be entitled to a refund of its deposit made upon execution of this Contract of Sale and this Contract shall be deemed terminated as of the date of expiration of such thirty (30) day notice period. If Purchaser is required to institute legal proceedings for purposes of obtaining a refund of its deposit as provided for herein, Seller shall reimburse Purchaser for all reasonable costs, fees and expenses incurred by Purchaser as a result thereof. The obligation of Seller to make refund to Purchaser together with the obligation of reimbursement for legal expenses incurred, if any, as provided for herein shall survive such termination date.



(b) If, at any time prior to conveyance of title to the Property, Purchaser makes a general assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a petition in bankruptcy; is adjudicated a bankrupt or insolvent; or files a petition seeking financial relief under federal or state laws relative to reorganization, arrangement, readjustment, liquidation, dissolution or similar relief, or seeks consent to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial portion of his property, then and in such event, Seller shall have the right to terminate this Contract by giving notice thereof to Purchaser and the deposit made in conjunction with this Contract shall thereupon be forfeited to Seller.

(c) The remedies of the parties hereunder whether permitted by law, equity or this Contract shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either party with respect to the performance or manner or time thereof, or any obligation to the other party under this Contract shall be considered a waiver of any rights of the party beyond those expressly waived or as provided for in this Contract and to the extent thereof, or a waiver in any respect to any other rights of the party making the waiver or any obligations of the other party.

13. MISCELLANEOUS.

(a) It is the intention of the parties that this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

(b) The rights and obligations of the parties and their successors in interest, except as may otherwise be provided for herein, shall survive the transfer of title to the Property.

(c) It is the intention of the parties that the provisions of New York State law shall be deemed applicable to the interpretation of this Contract and the enforcement of all rights and obligations of the parties hereto.

(d) This Contract represents the entire agreement between the parties with respect to the sale of the Property identified herein.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

NEW YORK STATE
URBAN DEVELOPMENT CORPORATION
(Seller)

BY: _____

(Purchaser)

BY: _____

Name & Title: _____



APPENDIX A

RADISSON CORPORATE PARK DEVELOPMENT CONTROLS

GENERAL INFORMATION

All plans for building in the Radisson Corporate Park are subject to these Development Controls and must be approved by the Radisson Development Office before construction can begin.

These Development Controls are a guide for creating a consistent and pleasant image at Radisson and to insure a high quality of building. They will be incorporated in the deed for each property.

Construction cannot begin until written approval has been issued by the Radisson Development Office. Developers are encouraged to work closely during planning stages on an informal basis with the Radisson Development Office to ensure conformance with the required submittals and controls. Any variation from these Development Controls must receive specific approval from the Radisson Development Office.

Upon completion of construction of a building, developers are required to submit a written request for a Certificate of Compliance from the Radisson Development Office which will review the building for conformity to the approved plans. The Certificate of Compliance will be forwarded to the Radisson **Community Association ("RCA") to be used for calculating** association assessments.

The Certificate of Compliance does not alleviate the requirement for a Certificate of Occupancy, which is issued by the Town of Lysander.

SITE PLAN AND BUILDING LOCATIONS

Site Plans must be designed to preserve and create usable open space and to generate a sense of place. For phased projects, Site Plans shall identify initial and ultimate improvements.

Lot Coverage: All buildings, paved areas and storage areas shall not exceed 60% of a lot. All buildings shall not exceed 30% of a lot.

Building locations should respond to the following criteria:

- A. Entrances must be clearly visible from the road and not blocked by parking areas.



- B. Front yard set-back: Minimum front yard set-back shall be determined by dividing the width of a building by two (2), but in no case shall it be less than 100 feet.
- C. Side and Rear yard set-backs: Side and rear set-backs shall be equal to the height of the building or 35 feet, whichever is greater. Where side and/or rear property lines are adjacent to street rights-of-way, front yard set-back dimensions shall be used.
- D. Paved Areas: No paved areas, including drives, may be closer than 25 feet to any property line. Parking areas and drives shall be at least 15 feet from any building.
- E. Building placement should relate to site conditions. Site features such as changes in terrain, elevation and interesting views should be exploited where they occur, and every effort should be made to preserve existing plant material.

PARKING AND DRIVES

Parking is not permitted on any street or access drive.

The minimum number of parking spaces provided shall be determined by Town of Lysander regulations.

All parking areas should be visually screened from roadways by landscaping. Interior landscaping should break up large expanses of asphalt. Landscaping should account for approximately 10% of the parking area. Medians should occur at every three contiguous, double-loaded parking aisles, should be a minimum 10 feet wide and should extend the length of the parking aisles.

All drives and parking areas shall be paved with asphalt or concrete.

Lots six (6) acres or less shall have only one access drive from the road. The minimum distance from a street corner to an access drive is 150 feet.

UTILITIES

Water mains and sanitary sewers with service laterals, electric, gas, telephone and cable television service shall be located underground in street rights-of-way.

EXTERIOR BUILDING

No more than two basic exterior materials (in addition to glass) may be used on buildings. It is preferred that of the two materials employed, that one be used in a secondary capacity,



MATERIALS AND COLORS

with the other having a clearly dominant role. Imitation materials will not be acceptable.

MECHANICAL EQUIPMENT

Exterior color schedules are subject to review and approval by the Radisson Development Office.

Items such as water towers, storage tanks, fans, cooling towers, communications equipment, and other structures or equipment shall be architecturally compatible with the building and/or screened from public view. These treatments shall be approved by the Radisson Development Office in conjunction with building plans.

SERVICE AND STORAGE AREAS AND FENCES

Outside storage or operations must be screened and not located within set-back areas.

Fences and vegetative buffers shall be at least as high as the material or equipment being stored. Vegetative screens must be of evergreen material. Fences and walls must not be located within set-back areas.

Loading docks and service areas must be screened from public view and shall not be forward of principal building façade.

SIGNAGE

Signs indicating a company's name located on its building must be appropriately scaled and designed for the structure. A front yard sign near the street is recommended. Sign bases shall be poured concrete with vertical ribbing with rubbed or sandblasted surfaces. Construction of front yard signs must conform to the construction details attached.

The lettering on buildings should relate to the scale of the structure. Its color and material should blend with other components, preferably earth tones. No part of the sign shall extend above the roof line.

Only signs identifying the name of the firm or firms occupying the premises shall be permitted on the property.

The sign background (face, back, edges, and reveal) color shall be **"Char-Brown;"** the letters, **white.**

Signs shall not have moving parts or flashing illumination.

LANDSCAPING

Protection and Replacement of Trees

It is mandatory that the maximum number of trees be protected on all construction sites. All site plans must show the location of



all significant trees. Generally, no trees more than 4" in caliper and beyond 30 feet of any physical improvement can be removed without the express written approval of the Radisson Development Office. In addition, individual trees of significant value within the clearing area around physical improvements shall likewise be retained. These clearing limits shall be staked in continuous tape; significant trees shall be protected by snow fence barriers.

The Radisson Development Office will require replacement of any trees lost due to carelessness or accident by an equal number of 3-1/2 to 4 inch trees.

Supplemental planting will be required subject to the review of the Radisson Development Office.

SUBMISSIONS FOR DESIGN APPROVAL

Proposed designs must be submitted to the Radisson Development Office for approval. All material should clearly indicate business name and address, the **planner/architect/engineer's name and address**, parcel designation, scale, North arrow, date and stage of submittal.

Site Plans must be designed by a registered land planner or landscape architect; buildings by a registered architect.

Two submissions are required: Preliminary drawings and Contract Documents.

Materials for Preliminary submission are:

1. Site Plan (1" = 40'-0") indicating location of roads, building or buildings, walkways, parking areas, fences, exterior lighting system and signs; other proposed physical improvements; dimension of front, side and rear yards.
2. Preliminary Grading and Drainage Plan showing existing and proposed contours at one (1) foot intervals.
3. Preliminary Landscaping Plan showing location and size of significant existing trees and proposed landscape design.
4. Site Utilities Plan showing sanitary, water, electric, telephone and exterior light system.
5. Phasing Plan (if applicable)
6. Elevations (all sides) of building or buildings indicating overall design including heights, windows, doors, signs



and exterior materials.

Materials for Contract Document submission are:

Site Plans

1. Final Site Plan approved by the Town of Lysander indicating location of roads, building or buildings, walkways, parking areas, fences, exterior lighting system and other proposed physical improvements; dimensions of front, side and rear yards. Include location of signs and graphics and details and cuts of all lighting fixtures.
2. Landscaping Plan indicating quantity, species, and sizes of all plant material—retained and new.
3. Site Details – Details of site improvements such as paving materials, signage, etc.

Building Plans

- A. Elevations of all sides of buildings indicating exterior materials and colors, heights and dimensions of major elements, including doors, windows, signs and mounting heights of exterior lighting.
- B. Roof Plan indicating the location and sizes of all roof-mounted equipment, and if necessary the shielding of same.
- C. Manufacturers' Names and Catalogue Numbers for proposed exterior colors and materials and/or samples of same.
- D. Signage including dimensions, graphics, letter style, wording and sign(s) location on the site and building.

CONSTRUCTION REGULATIONS

Trailers, field offices, etc., shall be parked in approved locations and removed upon completion of construction. Construction materials must be neatly stacked on their site. No tracked vehicle shall be allowed on any paved road in Radisson.

Builders shall clean up all debris from their construction sites, and this trash shall be moved from the site to an approved dumping site periodically. Loose paper, cardboard, etc., shall be covered or weighted down to prevent wind from blowing it across the site. Builders are prohibited from dumping, burying or burning trash



anywhere in Radisson except in approved areas, if any.

Each builder shall promptly remove from public or private streets any dirt, mud or debris resulting from its activity on the site. Each builder shall be responsible for providing adequate sanitary facilities for its construction workers.

Upon completion of construction and prior to receiving the Certificate of Compliance, sites must be free of all unused materials, equipment and debris. In addition, adjacent sites and streets must be cleaned, and all damaged property, including, but not limited to, restoration of grades, planting grass and trees, and repair to streets, pathways, curbs, drains, signs, lighting and fencing must be repaired.

LOT GRADING AND EROSION CONTROL

Lot grading should be minimized and designed for maximum preservation of natural grade and vegetation. Grades, berms, channels and swales should be an integral part of the grading and paving design.

Sediment-control provisions should be incorporated in the planning or preliminary engineering stage of a project. Precautions must be taken to prevent erosion and siltation and should be in place before construction can begin. The smallest practical area of excavation should be exposed at any one time during construction, and exposed soils should be replanted at the earliest possible date. Topsoiling and seeding or sodding of exposed areas must be completed before a Certificate of Compliance is issued.

BUILDING CODE

Buildings shall comply with all applicable State and local codes, regulations, and ordinances. Radisson Development Office does not review plans for compliance with any laws or codes and assumes no responsibility in this regard.

A Certificate of Compliance does not alleviate the builder's responsibility of obtaining a Certificate of Occupancy from the Town of Lysander.



Appendix B

COVENANT

In consideration of the conveyance of certain real property, hereinafter referred to as (**Miscellaneous land in Radisson Corporate Park**) located in the Town of **Lysander**, County of **Onondaga**, State of New York, which is more fully described as follows:

Property (347 ± acres) as indicated on attached Map and Schedule titled “**Radisson Corporate Park Land Conveyance.**”

(**Insert name of Property recipient**) hereby covenants and agrees on behalf of itself, its heirs, successors, and assigns at all times with the New York State Office of Parks, Recreation and Historic Preservation or its successor agency, hereinafter referred to as OPRHP, that should any change in land use be proposed which would result in ground disturbing activities, the OPRHP must approve in writing plans for the proposed change.

This covenant is binding upon (**Insert name of Property recipient**), its heirs, successors and assigns in perpetuity, and shall be inserted verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the **Radisson Corporate Park Land Conveyance** or any part thereof. The failure of the OPRHP to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

