

**STATE OF NEW YORK: ADIRONDACK PARK AGENCY**

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In the matter of the apparent violations of § 809 of the Adirondack Park Agency Act and 9 NYCRR Part 577 by:

Agency File #E2017-0026

**JAMES JOHN MCDONALD**  
**JEFFREY LEE**

Respondents.

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**STATE OF NEW YORK**     )  
  )  
**COUNTY OF ESSEX**     ) **ss:**

**Bart H. Haralson**, being duly sworn, deposes and says:

- 1. I am an Enforcement Officer for the Adirondack Park Agency (the Agency or APA), an executive agency of the State of New York created pursuant to Executive Law § 803, with offices located in the Town of North Elba, Essex County, New York, and have served in this position since January 2017.
- 2. As part of my duties, I am responsible for investigating alleged violations of the New York State Adirondack Park Agency Act, the Freshwater Wetlands Act, the Wild, Scenic and Recreational River System Act, and Agency regulations.
- 3. I am familiar with the file in this case and am the Enforcement Officer who undertook APA staff’s investigation into the matter. Prior to making this affidavit, I reviewed the enforcement file, which includes, but is not limited to, my notes, social media posts, webpages, and other information discovered during my investigation into this matter, in addition to official Agency documents. I make this affidavit in support of APA staff’s request for a determination by the Enforcement Committee finding the alleged violations and ordering the relief described in the Notice of Apparent Violation and Request for Enforcement Committee Determination.
- 4. Tax Map Parcel 167.1-1-5 (Lot 5) is an approximately 10.47-acre parcel, with frontage on River Road. Lot 5 is located on Rural Use lands entirely within the designated Hudson River Recreational River Area in the Town of Thurman, Warren County. Exhibit 1 and Exhibit 2. Respondent McDonald is the current owner of Lot 5, as described in a deed recorded under Book 5223, Page 157, in the Warren County Clerk’s Office. Exhibit 3.

Tax Map Parcel 167.3-1-6 (Lot 6) is an approximately 2.1-acre parcel, with frontage on River Road. Lot 6 is located on Rural Use lands entirely within the

designated Hudson River Recreational River Area in the Town of Thurman, Warren County. Exhibit 1 and Exhibit 2. Respondent McDonald is the current owner of Lot 6, as described in a deed recorded under Book 5584, Page 158, in the Warren County Clerk's Office. Exhibit 4.

Lot 5 and Lot 6 together comprise the subject property.

5. Between 1995 and 2000, it appears that a prior owner constructed a single family dwelling, referred to by Respondents as a lodge, and a 1,144 square foot accessory structure, referred to by Respondents as a barn, on Lot 5 (the 1995 single family dwelling and the 1995 accessory structure).
6. On March 20, 2017, Agency staff opened Enforcement File E2017-0026 in response to allegations that Respondents had established a tourist accommodation known as "The Brampton" on Lot 5, installed structures on Lot 5 that are associated with this tourist accommodation, and in 2016 undertook construction of a second single family dwelling on Lot 5 without obtaining a permit from the Agency. Based on my investigation and according to a post on social media, it appears The Brampton has been operating as a tourist accommodation since at least November 2015. In this social media post, Respondents describe The Brampton as "10 acres of forest on the property next to the greatest slice of Nature since Narnia." Exhibit 5.
7. Respondents did not obtain a permit from the Agency prior to the establishment of The Brampton tourist accommodation.
8. Respondent Lee is the co-founder and chief executive officer of The Brampton and has been the contact person for the Agency's investigation into this matter.
9. On April 5, 2017, I visited the subject property with Agency Engineer Shaun LaLonde to meet with Respondents (the first site visit).

During the first site visit, I observed the 1995 single family dwelling (Exhibit 6), the 1995 accessory structure (Exhibit 7 and Exhibit 8), the single family dwelling under construction (the 2016 single family dwelling), which was referred to by Respondents as a cabin (Exhibit 9), and a yoga deck on Lot 5 (Exhibit 10). Respondents confirmed that the bedrooms and other areas in the 1995 single family dwelling were available for rent as part of The Brampton tourist accommodation, and that the 1995 accessory structure and yoga deck were also used as part of the tourist accommodation. Respondents also stated that the 2016 single family dwelling was intended to serve as an expansion of the tourist accommodation.

During the first site visit, I observed two small cabins on Lot 6. Exhibit 11 and Exhibit 12. Respondents stated that these structures on Lot 6 were not part of the tourist accommodation and were for personal use only. Respondents also

suggested that they were considering replacing one of the small cabins with a “tiny home” structure.

During the first site visit, Engineer LaLonde and I explained the steps that would be necessary to resolve the enforcement matter. We explained that the Agency would need documentation of the structures on Lot 5, how the structures were used, the number of occupants intended for each structure, and how wastewater would be treated at the facility, as well as documentation of existing and proposed vegetative clearing. Upon receipt of this information, the Agency would review the tourist accommodation and determine an appropriate resolution.

10. On April 14, 2017, Agency staff sent Respondents a letter reminding that the establishment of a tourist accommodation on Rural Use lands within a Recreational River Area requires an Agency permit and requesting submission of a site plan map of the property, floor plans, and an evaluation of the existing and proposed on-site wastewater treatment system facilities on Lot 5. The letter also stated that “replacing the accessory cabin on Tax ID 167.3-1-6 (“Lot 6”) with the custom tiny home (“trailer”) you described does not require Agency approval provided that the trailer is registered with the New York or New Jersey department of motor vehicles, contains no permanent facilities for septic, is set back at least 150 feet from the river, and is not attached to any permanent structures such as a porch or steps.” Exhibit 13.
11. On May 22 and June 12, 2017, I discussed the requirements in the Agency’s April 14, 2017, letter by telephone with Respondent Lee, noting that Agency staff were hoping to come to a resolution of the matter. There was no other response to the Agency’s letter of April 14, 2017.
12. Between April 14, 2017, and July 12, 2017, advertisements on the website and social media accounts for The Brampton indicated continued operation of the tourist accommodation on Lot 5. These advertisements also depicted new facilities for rent, including a camper van with provisions for sleeping (Exhibit 14) and a wooden tent platform with a canvas tent (Exhibit 15). In addition, advertisements on the website and social media accounts for The Brampton indicated that there were now two cabins, referred to as the “Oxford Cabin” and the “Cambridge Cabin,” available for rent on Lot 6 as part of the tourist accommodation (the Oxford Cabin and the Cambridge Cabin). Exhibit 16.
13. On July 12, 2017, Agency staff sent a second letter to Respondents requesting the submission of plans to allow for Agency review of the tourist accommodation. Exhibit 17. In this letter, staff requested that Respondents cease all new land use and development on Lots 5 and 6 until the enforcement matter could be resolved. The letter also explained that the payment of civil penalties could be required by the Agency.
14. On July 17, 2017, I discussed the activities that had recently occurred on Lots 5 and 6 during a telephone conversation with Respondent Lee.

15. From August 10, 2017 to August 14, 2017, the website for The Brampton indicates that Ketanga Fitness Retreats hosted a Yoga and Pilates retreat at The Brampton. The Oxford Cabin and the Cambridge Cabin were listed as available accommodations for this retreat. Exhibit 18 and Exhibit 19.
16. On September 5, 2017, I again discussed this matter by telephone with Respondent Lee. During this conversation, Respondent Lee indicated that he had scheduled meetings with an engineer and a surveyor to help prepare the maps and plans requested in the Agency letters of April 14 and July 12, 2017.
17. On September 28, 2017, I visited Lot 5 and Lot 6 with Agency Engineer Shaun LaLonde, Agency Forester and Soil Scientist Aaron Ziemann, and a representative from the NYS Department of Health (DOH), to meet with Respondents and their engineer (the second site visit).

During the second site visit, I visually inspected the 1995 single family dwelling (Exhibit 20) and determined that there were beds located on all three floors of the dwelling, including the basement, first floor, and second floor. At least three couches were also present.

During the second site visit, I visually inspected the 1995 accessory structure and determined that, since the site visit on April 5, 2017, the structure had been furnished with chairs, couches, a pool table, and a ping pong table. Exhibit 21.

During the second site visit, I observed the yoga deck (Exhibit 22) and partially-constructed 2016 single family dwelling seen during the first site visit (Exhibit 23, Exhibit 24, Exhibit 25). I also confirmed construction of the following new structures on Lot 5:

- a camper van containing a double bed (Exhibit 26 and Exhibit 27);
- a wooden tent platform covered by a canvas tent containing one single bed and one double bed (Exhibit 28 and Exhibit 29);
- a large staircase leading from the 1995 accessory structure to the tent platform (Exhibit 30); and
- an outhouse with a flush toilet, attached shower, electric service, and gravity-fed water (the outhouse structure), all connected to a cess pool behind the unit (Exhibit 31 and Exhibit 32).

In addition, I observed the use of extension cords throughout Lot 5 to provide electric service to the tourist accommodation structures and to lights that had been strung outdoors.

During the second site visit, I observed the following on Lot 6:

- one of the cabins seen during the first site visit had been converted into the Oxford Cabin (Exhibit 33 and Exhibit 34);

- one of the cabins seen during the first site visit had been converted into the Cambridge Cabin (Exhibit 35); and
- an area on Lot 6 that had been cleared of vegetation (Exhibit 36).

In response to questions from Agency staff, Respondent Lee explained that the Oxford Cabin and Cambridge Cabin were used only for Respondents' personal purposes. Respondent Lee stated that guests at The Brampton can be loud at night, and Respondents prefer to stay offsite where they are more able to sleep and avoid intruding on their guests' experience. Respondent Lee also explained that the area that had been cleared of vegetation would be used for a "tiny home," also for Respondents' personal use.

18. Between October 2, 2017 and October 30, 2017, I had four telephone conversations with Respondent Lee, during which we discussed Respondent Lee's plans for the property, and I explained the Agency's legal requirements and options for resolving the enforcement matter.
19. On October 31, 2017, Respondent Lee had a telephone conversation with the Agency's Enforcement Program Supervisor, John Burth. Mr. Burth explained to Respondent Lee why construction of the 2016 single family dwelling on Lot 5 was unlawful for Agency purposes.
20. On November 10, 2017, Agency staff received a letter from Respondent McDonald, dated November 1, 2017, stating that Lot 6 "will henceforth be used solely for personal use". Exhibit 37.
21. On February 13, 2018, Agency staff forwarded a proposed settlement agreement to Respondent McDonald, as owner of Lot 5. Exhibit 38. The proposed settlement agreement offered to resolve the enforcement matter, provided Respondent McDonald would commit to the following:
  - obtaining an after the fact permit authorizing continued operation of the tourist accommodation and related development on Lot 5;
  - removing the outhouse structure and cess pool from Lot 5;
  - removing the 2016 single family dwelling from Lot 5;
  - installing a new, Agency-approved on-site wastewater treatment system on Lot 5; and
  - payment of a civil penalty in the amount of \$2,500.

In the letter forwarded to Respondent McDonald with the proposed settlement agreement, staff stated that the Agreement did not address Lot 6 based upon Respondent McDonald's statement in his November 10, 2017 letter that the structures on Lot 6 would no longer be used as part of the tourist accommodation. In addition, staff's letter noted that "any subdivision of or new

land use or development on this property...includ[ing] upgrades, expansion, or change in use of the existing structures” would “require an Agency permit.”

22. On February 21, 2018, I had a telephone conversation with Respondent Lee, during which Respondent Lee claimed he had not seen Respondent McDonald’s letter of November 1, 2017. I read Respondent McDonald’s letter to Respondent Lee over the telephone.
23. On March 27, 2018, I had another telephone conversation with Respondent Lee. During this conversation, Respondent Lee indicated that he was unclear on what was needed to resolve the enforcement matter. I arranged a meeting between Respondent Lee and Agency staff for March 29, 2018.
24. On March 29, 2018, Agency Enforcement Program Supervisor Burth and I met with Respondent Lee at the Agency’s offices in Ray Brook, NY. Agency staff again explained to Respondent Lee the apparent violations on Lot 5 and reviewed the Agency’s enforcement process. Respondent Lee stated that he was “mostly agreeable” to the terms of the proposed settlement agreement.
25. On May 24, 2018, Agency staff received from Respondents an Agency Application for Commercial Uses and/or Industrial Uses, with plans prepared by a professional engineer for an on-site wastewater treatment system to serve the tourist accommodation on Lot 5. Agency staff did not receive a signed settlement agreement, or any commitment from Respondents to remove the outhouse structure and cess pool or the 2016 single family dwelling from Lot 5 or to otherwise comply with the proposed settlement agreement.
26. On May 26, 2018, June 4, 2018, June 14, 2018, and June 19, 2018, I again spoke with Respondent Lee by telephone. During these conversations Respondent Lee proposed new plans for alterations and expansions to The Brampton tourist accommodation. I reminded Respondent Lee not to pursue these plans until the enforcement matter had been resolved. I also answered additional questions about the apparent violations on Lot 5 and the Agency’s enforcement process.
27. On June 27, 2018, I spoke again by telephone with Respondent Lee, who asked when he could recommence construction on the 2016 single family dwelling and install the proposed on-site wastewater treatment system. I advised Respondent Lee that the Agency’s enforcement matter must be resolved before any construction could occur.
28. On July 18, 2018, Agency staff sent Respondent Lee a letter replying to Respondent Lee’s submission of May 24, 2018. Exhibit 39. This letter reminded Respondent that “the existing structures and uses [on Lot 5] constitute apparent violations for Agency purposes,” that a revised settlement agreement would be

required to resolve the matter, and that the outhouse structure, cess pool, and 2016 single family dwelling would need to be removed from Lot 5. This letter also requested additional details and clarification of inconsistencies to allow for Agency review of the proposed wastewater treatment system design. Finally, the letter again reminded Respondents that any operation of the tourist accommodation on Lot 6 would require Agency review and approval.

29. On July 23, 2018, July 30, 2018, and August 6, 2018, I again spoke with Respondent Lee by telephone to answer additional questions. Respondent Lee advised me that he had cleared trees and done some grading and intended to put down sod for a yard on Lot 5.
30. On August 1, 2018 and August 8, 2018, the Agency received complaints that trees were being cleared on the subject property.
31. A social media post, dated August 16, 2018, on the Instagram account for The Brampton indicated that a new Airstream travel trailer was available for booking, stating, "Please welcome our latest member of the family: a 32 foot renovated 1972 vintage Airstream. Did your bucket list just wriggle with excitement? Thought so. Book now." Exhibit 40.
32. A social media post, dated August 20, 2018, on the Instagram account for The Brampton stated, "Well, what did you expect? If you have a vintage Airstream you need a lush 6000 square foot games lawn to put it on. Let the games begin..." Exhibit 41.
33. On August 22, 2018, I visited Lots 5 and 6 with Agency Enforcement Program Supervisor John Burth, Staff Engineer Shaun LaLonde, and a representative from DOH, to meet with Respondent Lee (the third site visit).

During the third site visit, on Lot 5, I observed the structures that had been present during the previous site visits: the 1995 single family dwelling; the 1995 accessory structure; the yoga deck; the partially-constructed 2016 single family dwelling; the camper van containing a double bed; the outhouse structure; the tent platform with a double bed and a single bed; and the large staircase. In addition, I observed the following new structures and development on Lot 5:

- an Airstream travel trailer (Exhibit 42);
- an area that had been cleared and graded for a lawn (Exhibit 42);
- a gravel driveway with a culvert crossing to access the newly cleared area (Exhibit 43); and
- an illuminated sign with upward-facing lights at the entrance to the property (Exhibit 44).

Respondent Lee stated that the Airstream travel trailer was not available for rent as part of the tourist accommodation. Respondent Lee also stated that he intended to remove the 2016 single family dwelling, the outhouse structure and cess pool, and the Airstream travel trailer from Lot 5.

During the third site visit, on Lot 6, I observed the Oxford Cabin and Cambridge Cabin, which had been present during the second site visit. I also observed that the “tiny home” discussed during the first and second site visits had been installed on Lot 6 (the Tiny Home). Exhibit 45.

34. On September 18, 2018, Agency staff sent a letter to Respondents following up on the third site visit. Exhibit 46. The letter detailed Agency staff’s observations during the site visit and documented staff’s conversation with Respondent Lee, including Respondent Lee’s statements that “the Airstream camper trailer is not for rent as part of the tourist accommodation,” that he “intend(ed) to remove the cabin under construction, the outdoor flush toilet, and Airstream camper from the property,” and that Respondents would “cease all further construction and clearing.” The letter also stated the following:

“In order to avoid further enforcement action, the items requested in the Agency letter to you dated July 18, 2018 (copy enclosed), will need to be submitted no later than October 31, 2018. Upon receipt of approvable plans, Agency staff will forward you a revised proposed settlement agreement to resolve this matter.

As noted in the July 18, 2018 letter, the Agency has not sought cessation of the ongoing tourist accommodation operation while this matter is being resolved. However, any further expansion, construction of structures, or new land use and development without prior Agency approval may result in additional enforcement action.”

35. Sometime after Agency staff’s third site visit, Respondents added a second travel trailer to Lot 5 (the second travel trailer). The second travel trailer is depicted in an Instagram post on October 18, 2018 (Exhibit 47) and is also listed on Airbnb.com as available for rent (Exhibit 48). This travel trailer is also advertised for rent as part of retreats that either have been or may be held on the subject property. See Exhibit 49, Exhibit 50, and Exhibit 51.
36. On November 5, 2018, I again spoke with Respondent Lee by telephone to discuss the Agency enforcement matter. Based on my review of the file, this was the Agency’s last communication with either Respondent.
37. After receiving no written response to the Agency’s letters of July 18, 2018 and September 18, 2018, Agency staff forwarded an updated settlement agreement to Respondents on January 8, 2019. Exhibit 52. The proposed settlement



agreement offered to resolve the enforcement matter, provided Respondent McDonald would commit to the following:

- obtaining an after the fact permit authorizing continued operation of the tourist accommodation and related development on Lot 5;
- removing the outhouse structure and cess pool from Lot 5;
- removing the Airstream travel trailer from Lot 5;
- removing the 2016 single family dwelling from Lot 5;
- installing a new, Agency-approved on-site wastewater treatment system on Lot 5; and
- payment of a civil penalty in the amount of \$2,500.

The Agency received no written response to the proposed settlement agreement of January 8, 2019.

38. Throughout 2019, posts on the Instagram account for The Brampton advertised continuing operation of the tourist accommodation.

A post, dated January 20, 2019, described The Brampton as “the only staffed lodge within 15 mins” of Gore Mountain, and noted that there were only “2 weekends still free in February.” Exhibit 53.

A post, dated March 23, 2019, advertised the 1995 single family dwelling as available to book for \$1500 for a weekend. Exhibit 54.

A post, dated May 16, 2019, indicated that there were only three weekends with available accommodations remaining at The Brampton for summer 2019. Exhibit 55.

39. Posts on the Instagram account for The Brampton have also indicated continuing expansion of the tourist accommodation.

A post, dated May 3, 2019, stated, “Open for Summer 2019, our new Tiny Home. We can’t stop adding fun places to sleep at Brampton Village. Plan your Family Reunion, Team getaway or Upstate Party with us.” Exhibit 56.

A post, dated June 21, 2019, depicted the Airstream travel trailer, with a newly constructed attached deck, as available for booking. Exhibit 57. The Airstream travel trailer has also been listed as an available accommodation in retreats that have either already been held or are scheduled to be held at The Brampton. See Exhibit 49, Exhibit 50, Exhibit 51, and Exhibit 58.

40. On August 2, 2019, Agency staff forwarded a final proposed settlement agreement to Respondents. Exhibit 59. In the letter forwarded with this proposed agreement, staff stated the following:

“Please note that if we do not hear from you by August 16, 2019, staff will forward you a Notice of Apparent Violation, in preparation for a hearing on this matter by the Enforcement Committee for a formal determination pursuant to 9 NYCRR Part 581. Staff will seek a determination to address the ongoing apparent violations and, pursuant to Executive Law § 813, a civil penalty...”

41. The Agency has received no written response to the proposed settlement agreement of August 2, 2019.
42. In the fall of 2019, Respondents hosted various retreats at The Brampton, including an October 2019 Bread and Yoga retreat (Exhibit 58), an October 2019 Wellness in the Woods Yoga Retreat (Exhibit 50), a sold-out Fall Sangha Retreat in November 2019 (Exhibit 60), and a Cannabis Cabin weekend in November 2019 (Exhibit 61).
43. The Instagram account for The Brampton includes postings through November 16, 2019, indicating continued operation of The Brampton tourist accommodation.
44. The Brampton tourist accommodation was voted one of “2017’s Hottest New Venues Across the Globe” by The Venue Report (Exhibit 62), was listed as one of “9 Adventurous Wellness Retreats” in Outside Online (Exhibit 63), is listed as a lodging facility on the website “Visit the Lake George Area in New York’s Adirondacks” webpage (Exhibit 64), and has been featured on various blogs including “Escape Brooklyn” (Exhibit 65), “Just Opened New York” (Exhibit 66), and “The Daily Meal” (Exhibit 67).
45. During the entire time period of Agency enforcement involvement on the subject property, Respondents have openly and continuously advertised The Brampton on Respondents’ website (Exhibit 68 and Exhibit 69), rental property websites such as Airbnb.com (Exhibit 70), wedding websites such as theknot.com (Exhibit 71), and on social media.
46. Respondents have continued to advertise the Oxford Cabin, the Cambridge Cabin, and the Tiny Home on Lot 6 for rent as part of The Brampton, after advising staff that Lot 6 would not be used for tourist accommodation purposes on April 14, 2017, November 10, 2017, and on other occasions, and in spite of staff’s numerous written and verbal warnings that use of Lot 6 for tourist accommodation purposes without an Agency permit would constitute an additional violation. See Exhibit 16, Exhibit 19, Exhibit 49, Exhibit 50, Exhibit 51, Exhibit 56, Exhibit 58, Exhibit 69, Exhibit 70, and Exhibit 72.

47. The number of guests that can be accommodated overnight at The Brampton varies depending on the advertisement. For example:

The Yoga and Pilates retreat hosted by Ketanga Fitness Retreats advertised space for 26 overnight guests in seven bedrooms in the 1995 single family dwelling, along with two guests in the platform tent, two guests in the camper van, four guests in the Oxford Cabin, and two guests in the Cambridge Cabin, for a total of 36 overnight guests. Exhibit 19.

A “Reboot, Restore, and Align” yoga and wellness retreat advertised space for 20 overnight guests in six bedrooms in the 1995 single family dwelling, along with three guests in the platform tent, two guests in the camper van, three guests in the Cambridge Cabin, for a total of 28 overnight guests. Exhibit 72. This retreat did not advertise space in the Airstream travel trailer, second travel trailer, Oxford Cabin, or Tiny Home.

The website for The Brampton indicates that the total number of overnight guests that can be accommodated at The Brampton is 15-20 people in the winter and more than 20 people in the summer. Exhibit 69.

48. For individual rentals, the Instagram account for The Brampton advertises all-inclusive weekend packages from \$385 per person. Exhibit 73. A post in March 2019 advertised rental of the 1995 single family dwelling on Lot 5 for \$1500 for a weekend. Exhibit 54. A search on Airbnb.com for the required 4-night minimum reservation during the summer peak season indicates a rate of \$1,321 per night for the 1995 single family dwelling, plus an additional \$350 cleaning fee and \$727 service fee. Exhibit 74.
49. Respondents have also advertised and hosted various group events at The Brampton, such as multi-day culinary events, weddings, corporate retreats, adventure retreats, and yoga retreats.

A culinary weekend was held in December 2017, with rates between \$650 and \$950 per person. Exhibit 75.

Wedding packages at The Brampton start at \$10,000 plus taxes. Respondents advertise that they can accommodate up to 100 guests during wedding events. Exhibit 71, Exhibit 76, and Exhibit 77.

Prices for corporate retreats start at \$3,000 for 2 days and 1 night midweek. Exhibit 78. The website for The Brampton indicates at least ten companies have partnered with The Brampton, including Frame.10, Hudson Whiskey, and Tyme Fast Food NYC. Exhibit 79. A blog post detailing a writer’s experience on a corporate retreat at The Brampton indicates that the Airstream travel trailer and the Tiny House were offered as accommodations. Exhibit 80.

According to the website for Maha Adventure Retreats, an Adirondack Adventure MAHA retreat was held at The Brampton in July 2019. The seven day, six night retreat advertised 5 bedrooms in the single family dwelling on Lot 5 ranging in price from \$1500 per person to \$3000 per person. The advertisement also advertised the Cambridge Cabin, the Tiny Home, the Airstream travel trailer, the camper van, and the second travel trailer at \$1700 per person, and the glamping tent on the tent platform at \$1600 per person. Exhibit 49.

According to the website for Madeleine Page Yoga, a weekend yoga retreat was held at The Brampton in October 2019. For this retreat, the Airstream travel trailer and second travel trailer were each advertised as \$899 for single occupancy and \$1,299 for double occupancy; the Tiny House and Oxford Cabin on Lot 6 were each advertised as \$999 for single occupancy and \$1,499 for double occupancy; a King Bed with Private Bath in the single family dwelling on Lot 5 was listed as \$799 for single occupancy and \$1,099 for double occupancy, a King Bed Suite with Private Bath and Outdoor Shower was listed as \$849 for single occupancy and \$1,199 for double occupancy, a shared single room was listed as \$699 per person, and the shared bunk room was listed as \$599 per person. Exhibit 50.

53. The website for The Brampton and other websites advertise the property as available to book through 2020. Exhibits 68, 70. Respondents are continuing to schedule retreats and other events at The Brampton in 2020, including an Earth & Sky Fall 2020 Yoga Retreat scheduled for October 15-18 that appears to be nearly sold-out. Exhibit 51. The Airstream travel trailer and the Tiny Home have both been booked already for this retreat.

Respondents are also intending to host a wedding at The Brampton in August 2020. Exhibit 81.

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Bart H. Haralson

Sworn to before me this  
day of \_\_\_\_\_,

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Notary Public