

DEVELOPER'S AGREEMENT
re
BRITTON WOODS CONSERVATION SUBDIVISION

WHEREAS, Wayne Britton, of 18 Murfield Dr. Lansing, NY 14882 (the "Developer") is the Developer of the Britton Woods Conservation Subdivision (the "Subdivision") located along Triphammer Road at TPN 37.1-4-2.12 (9.7 acres, more or less), and desires to provide municipal water for such subdivision, as well as have subdivision stormwater and SWPPP requirements managed by a drainage district, including in accordance with town policies, codes, and expected plat conditions and approvals; and

WHEREAS, the Town of Lansing, an incorporated municipal subdivision of the State of New York, with offices at 29 Auburn Road, Lansing, New York 14882 (herein, the "Town"), will oversee the Developer's plans and agreements relative to such proposed subdivision; and

WHEREAS, there is not otherwise a petition pending under Town Law Article 12 for water district improvements, nor under Articles 12, 12-A or 12-C (the "Articles") for the creation or extension of a drainage district for the Subdivision, and by law the Town cannot commit general funds for the benefit of the Developer without such pending petition, or other procedures as comply with said Articles; nor can the Town order work from its engineer or attorneys to implement environmental reviews and public infrastructure approvals or special benefit districts to benefit such Developer, and such items and matters require feasibility studies, some levels of detailed reviews, official maps, plans, and reports (a "MPR") for the formation of special districts, as well as applications to the state comptroller for approval (the "Special Expenses"), the whole cost of which is supposed to be borne by the Developer; and

WHEREAS, if the Developer agrees to reimburse the Town for the engineering and other costs of examining the feasibility of such plat approvals, including but not limited to SWPPP and stormwater reviews, district approvals or district creation, such as by and through this agreement, the Town and Developer may each proceed more expeditiously and efficiently in accord with law.

NOW, THEREFORE, in consideration of the foregoing, all of which shall be deemed a material part of this agreement (the "Agreement"), and upon the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Developer and the Town, the Developer and the Town agree as follows:

1. The Developer hereby formally requests that the Town Engineer examine the stormwater plans and SWPPP for the proposed Subdivision, prepare any needed feasibility studies and an MPR relative to the creation of a drainage district, prepare any needed reviews or inspections for the extension of the Town of Lansing Consolidated Water District facilities to service the Subdivision, and that the Town further engage staff and its attorneys to prepare public interest orders and such other instruments and applications as are necessary and expedient to fulfill Developer needs and Subdivision requirements.
2. If the Developer does not proceed with the Subdivision or the same is denied, or water district improvements and drainage district creation are not required by the town or the planning board, the Town shall refund all funds on deposit. Otherwise, the Developer shall fund an escrow account to cover the costs of Special Expenses, hereby estimated in the sum of \$4,000. Such number is only an estimate and does not cover the cost of water system or drainage district improvements, all of which are and remain the sole cost and expense of the Developer. The escrow payment is intended to be an estimate to reimburse certain costs to be incurred by the Town, such as but not limited to, certain engineering, legal, and publication fees and expenses.
3. The Town, upon (i) receipt of a signed copy of this Agreement, (ii) an initial deposit of \$4,000, and (iii) passage of a Resolution approving the same by the Town Board, agrees to direct and engage town staff and the

town engineers and attorneys to attend to special district and other specialized review matters in relation to the Subdivision.

4. This Agreement shall be binding upon the Developer, its successors and assigns, and is and shall be and remain enforceable at law in the Town of Lansing Town Court, or such other court with appropriate jurisdiction. In the event the Town is required to bring suit hereunder the Town shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. No waiver by the Town of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision herein, and such invalid provision shall deemed severed from this Agreement.

5. This Agreement constitutes the entire understanding of the parties respecting this specific subject matter, and revokes and supersedes all prior agreements and discussions respecting this subject matter. Each person signing this Agreement warrants and represents that (s)he has actual authority to execute this Agreement upon behalf of the Developer and the Town, respectively.

IN WITNESS WHEREOF, the Developer and the Town have each executed this Agreement as of the date set forth below.

Dated: _____, 2026.

Wayne Britton

Town of Lansing

By: _____
Ruth Groff, Town Supervisor