DEVELOPMENT AGREEMENT

PROPOSED LAND USE APPLICATION
BEFORE PLANNING BOARD

AGREEMENT

This agreement made between the TOWN OF CAPE VINCENT with offices at 1964 NYS Route 12E, Cape Vincent, NY 13618, a municipal corporation (hereinafter "TOWN") and RON CLAPP C/O CARLETON VILLA, LLC with an office at 711 N. Broadway, Lantana, FL 33462 (hereinafter "DEVELOPER").

RECITALS

WHEREAS, Developer has filed an application seeking certain land use approval (Special Use Permit, Site Plan approval, area variance(s)) by Application dated January 26, 2024 before the Planning Board of the Town of Cape Vincent; and

WHEREAS, in said application, and as part of the preliminary review process, it appears that issues, possibly including, but not limited to: environmental, drainage, zoning and construction may arise, as well as unique technical issues associated with the Application which may require the independent professional services of engineering, legal and/or other professional consultants on the part of the Town to ensure compliance with standards are upheld; and

WHEREAS, in addition to the potential provisions of the existing Land Use Laws and/or other applicable fees, and in furtherance of their application for development, the

Developer has agreed to enter into a contract with the Town to address the additional professional expenses of the Town as related to the project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, it is stipulated and agreed that:

1. Municipal Review:

A. The Town Board and the Developer have agreed that the Developer shall submit its Application and all plans and specifications relating to the matter to the Planning Board for review. When, in the opinion of the Planning Board, professional input or analysis in the form of independent engineering, site analysis, or legal assistance, is required, then the Town shall appoint its engineer, or other suitable designee, who will act as an independent representative to act as reviewer/inspector/consultant during the Application process and the average, reasonable cost of such services shall be paid by the Town at the usual and customary rates and shall be reimbursed by the Developer.

B. If potential development will disturb one (1) or more acres, a Storm Water Pollution Prevention Plan (SWPPP) must be completed by the Developer and then reviewed by the Town's Engineer/Zoning Officer. A SWPPP performed in conjunction with the Application reviewed by the Town's Engineer shall be paid by the Town at the average, reasonable, usual and customary rates and reimbursed by the Developer at a fee not to exceed $7,500. A deposit shall be made in the amount of $7,500 and shall be held by the

Town and drawn down against audited bills during said process.

C. Legal services rendered in conjunction with the Application on the Town's behalf shall be paid by the Town at the average, reasonable, usual and customary rates and reimbursed by the Developer at a fee not to exceed $15,000.00. A deposit shall be made in the amount of $15,000.00 and shall be held by the Town and drawn down against audited bills during said process.

2. Construction Phase Review:

A. The Town Board and the Developer have agreed that the Town shall appoint its Engineer or designee who will act as an independent representative to review and/or inspect during the construction process of the public facilities, if any. In that instance, the Engineer's fees shall be paid by the Town at the average, reasonable, usual and customary rates and reimbursed by the Developer at a fee not to exceed $5,000. A deposit in the amount of $5,000 shall be held by the Town and drawn down during the process and based on audited bills.

B. Legal services rendered in conjunction with the development process necessitating the interaction of Town counsel on the Town's behalf shall be paid by the Town at the usual and customary rates and reimbursed by the Developer at a fee not to exceed $1,500). A deposit, in the amount of $1,500 and shall be held by the Town and drawn down during the process based on audited bills.

3. Final permitting shall not be approved or granted until all referenced fees above have been fully remitted to the Town.

IN WITNESS WHEREOF, the parties set their hands and seals this 7 day of May, 2024.

TOWN: TOWN OF CAPE VINCENT

By: Paul Aubertine, Supervisor

DEVELOPER: CARLETON VILLA, LLC

By: Ron Clapp

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss.:
COUNTY OF JEFFERSON)

On the 7th day of May in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared PAUL AUBERTINE, SUPERVISOR, TOWN OF CAPE VINCENT, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHELLE BOUCHARD
Notary Public, State of New York
No. 01BO6292236
Qualified in Jefferson County
Commission Expires November 04, 2025

Michelle Bouchard
Notary Public

STATE OF Florida)
) ss.:
COUNTY OF Palm Beach)

On the 3 day of October in the year 2024 before me, the undersigned, a Notary Public in and for said state, personally appeared RON CLAPP of CARLETON VILLA, LLC, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Notary Public State of Florida
Brian Sandhaus
My Commission HH 473851
Expires 2/2/2028