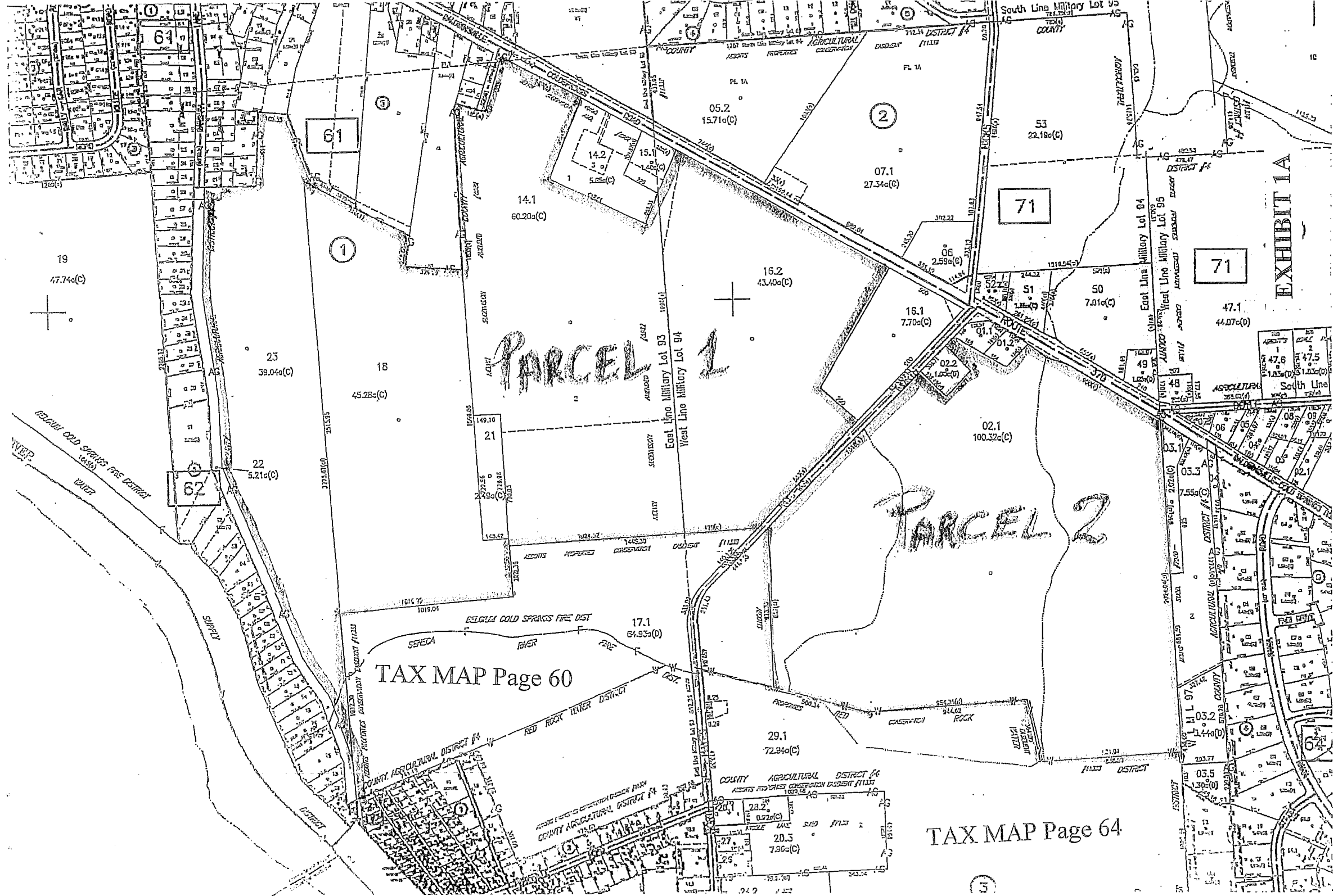




ZONING: AR-40



Calocerinos
Engineering, PLLC
314 2nd Street, Suite 1
Liverpool, New York 13088
Phone: (315)214-5861
Fax: (315)214-5804



NO ALTERATION PERMITTED
HERON EXCEPT AS PROVIDED
UNDER SECTION 7209
SUBDIVISION 2 OF THE NEW
YORK STATE EDUCATION LAW

CONCEPTUAL DENSITY SKETCH PLAN
MELVIN FARMS
BALDWINVILLE-COLDSPRINGS ROAD
AKA NYS 370
LYSANDER, NEW YORK 13027
TOWN OF
LYSANDER
ONONDAGA
COUNTY, NEW YORK

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: 1001.005		
DATE: DECEMBER 2014		
DRAWN BY: DFL		
DESIGNED BY: S. CALOCERINOS, P.E.		
CHECKED BY: S. CALOCERINOS, P.E.		

CIVIL

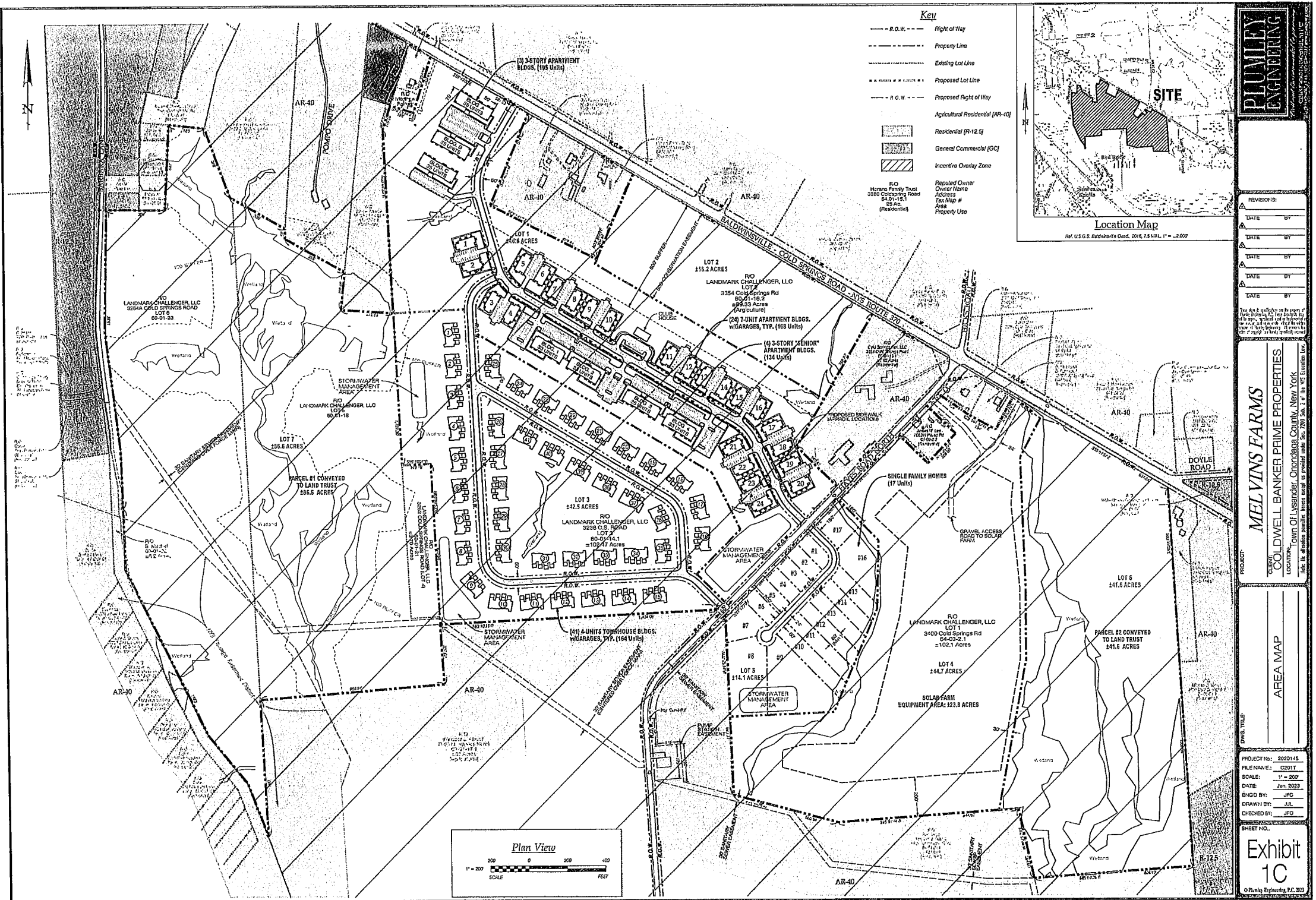
SITE
PLAN

EXHIBIT 1B

Copyright ©



A1 OVERALL SITE PLAN
SCALE: 1" = 200'

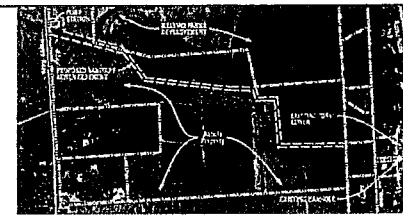


Notwithstanding any other provisions of the Town of Lyndon Zoning Law ("Zoning Law"), the incentives found in the Legend below are hereby established for the areas designated Lots 1, 3 and 5 on this Exhibit 2 of the Incentive Zoning Application Letter of Intent ("IAZLOI") to which this Legend is attached as Exhibit 2B. Lots 2, 4, and 7 are proposed for rezoning as set forth in the IAZLOI; Lot 4 is not part of the IAZLOI.

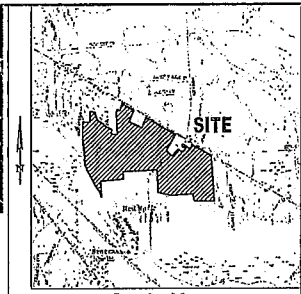
Also, as part of the UALOL, the following shall apply:

- No zoning approvals shall be required to construct the Pump Station (as defined in the LRA), provided, however the Town Engineer must approve the plan and that no person shall construct or install any structure or facility within the Town Station's operational boundary, except as is expressly approved by the Town Board.
- The Applicant may, in its discretion, modify the number and/or configuration of buildings, structures, lots or units in order to be in full compliance with the zoning ordinance. The Town Engineer shall have the authority to determine whether the zoning requirements shall be applied by the Township Board in any consideration of any application for a building that is not located in any zone and/or subdivision approval application.
- With respect to the Area of Lots 1 and 3, the zoning requirements shall apply to the buildings that contain the multiple family dwelling units, not the dwelling units themselves.
- For purposes of this LRA, the "multiple family dwelling" shall mean any building that contains two or more dwelling units.
- To the extent there is any conflict or ambiguity between the Zoning Law and the LRA, the LRA shall control and the conflict or ambiguity shall be interpreted in favor of the LRA. This shall not affect the applicability of the Zoning Law to the zoning and land use requirements applicable to the Project Parcel.

<u>Unit</u>	<u>Number</u>
4 SENIOR 3-STORY APARTMENTS BLDGS	134
3 THREE STORY APARTMENTS BLDGS.	105
24 2 UNIT APARTMENT IN DOOR	168
41 4-UNIT TOWNHOUSE BLDGS	164
SINGLE FAMILY LOTS	17
TOTAL UNITS	538



Sewer Easement Location
Scale 1" = 100'

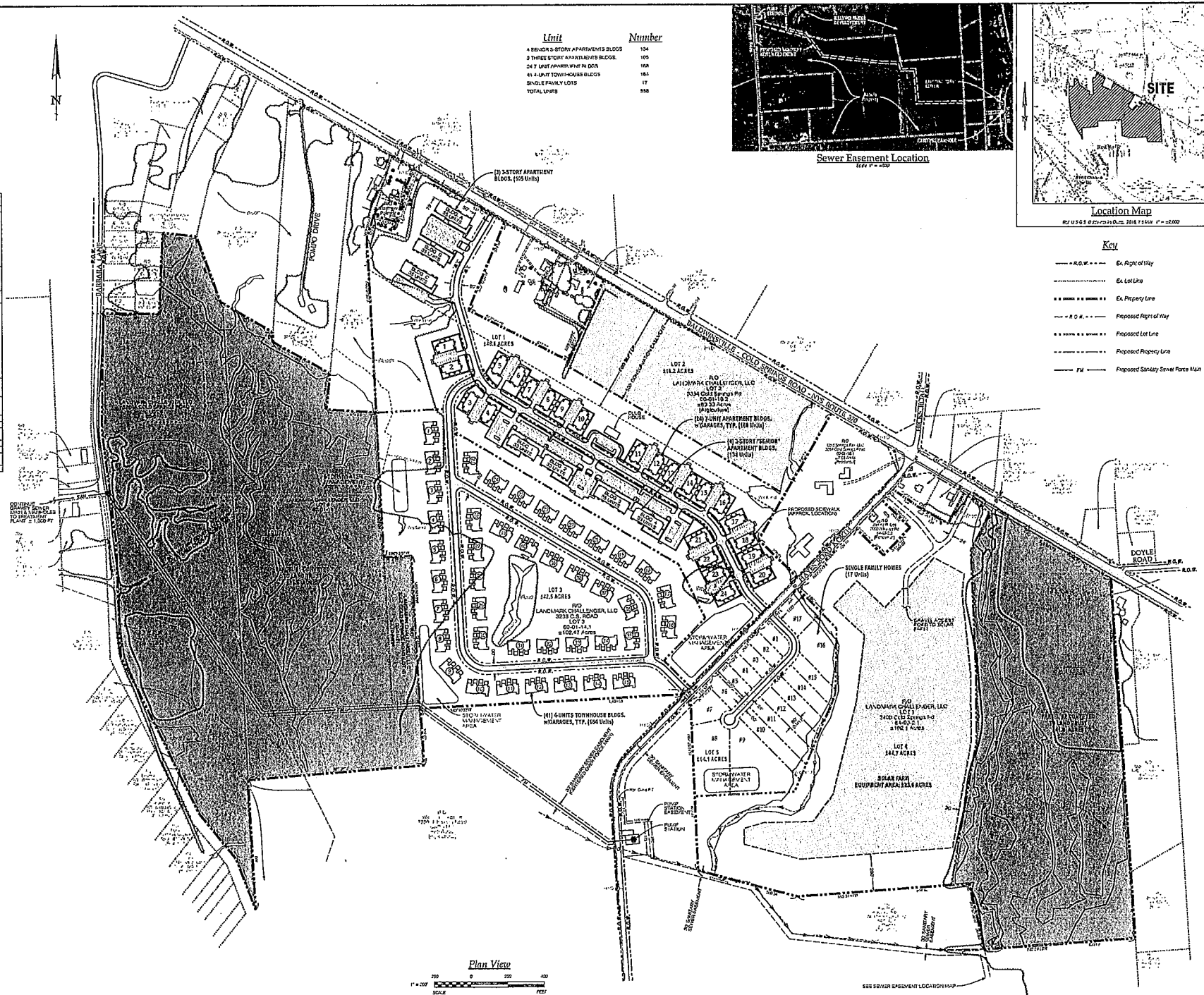


Location Map

REF USGS 021672190-2016 7544N 1' = 2,000'

Key

- | | |
|---|------------------------------------|
|  | Ex. Right of Way |
|  | Ex. Lot Line |
|  | Ex. Property Line |
|  | Proposed Right of Way |
|  | Proposed Lot Line |
|  | Proposed Property Line |
|  | Proposed Sanitary Sewer Force Main |

Plan View

**FILMUL ÎN NEȚUL PC
CĂ ÎMPROBĂ
BAIDOVINSVILLE KY 40327**
**TELEFONUL ÎN 607 657 4575
FAX: 607 657 4549
WWW.FILMULPC.COM**

REVISIONS:	DATE:	BY:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Best place to speculate on the future of the U.S. economy. It's a place where you can find the latest news and analysis on the economy, the stock market, and the future of the U.S. economy. It's a place where you can find the latest news and analysis on the economy, the stock market, and the future of the U.S. economy.

PROJECT _____

CUSTOMER _____

LOG NO. _____

LOCATION _____

MELVINS FARMS
COLDWELL BANKER PRIME PROPERTIES

Town of Lysander, Onondaga County, New York

0. NO. TITLE

CONCEPT PLAN

Note: no alteration permitted hereon except as provided under Section 2209 Subdivision 2 of the New York State Education Law.

FFO-ECT No.:	2020148	SHEET NO.:	
FILE NAME:	C201T	Exh 2	
SCALE:	1" = 200'		
DATE:	JAN. 2023		
ENG'D BY:	JFC		
DRAWN BY:	JFC		
CHECKED BY:	JFC		

Exhibit
2

IZA/LOI Zoning Summary

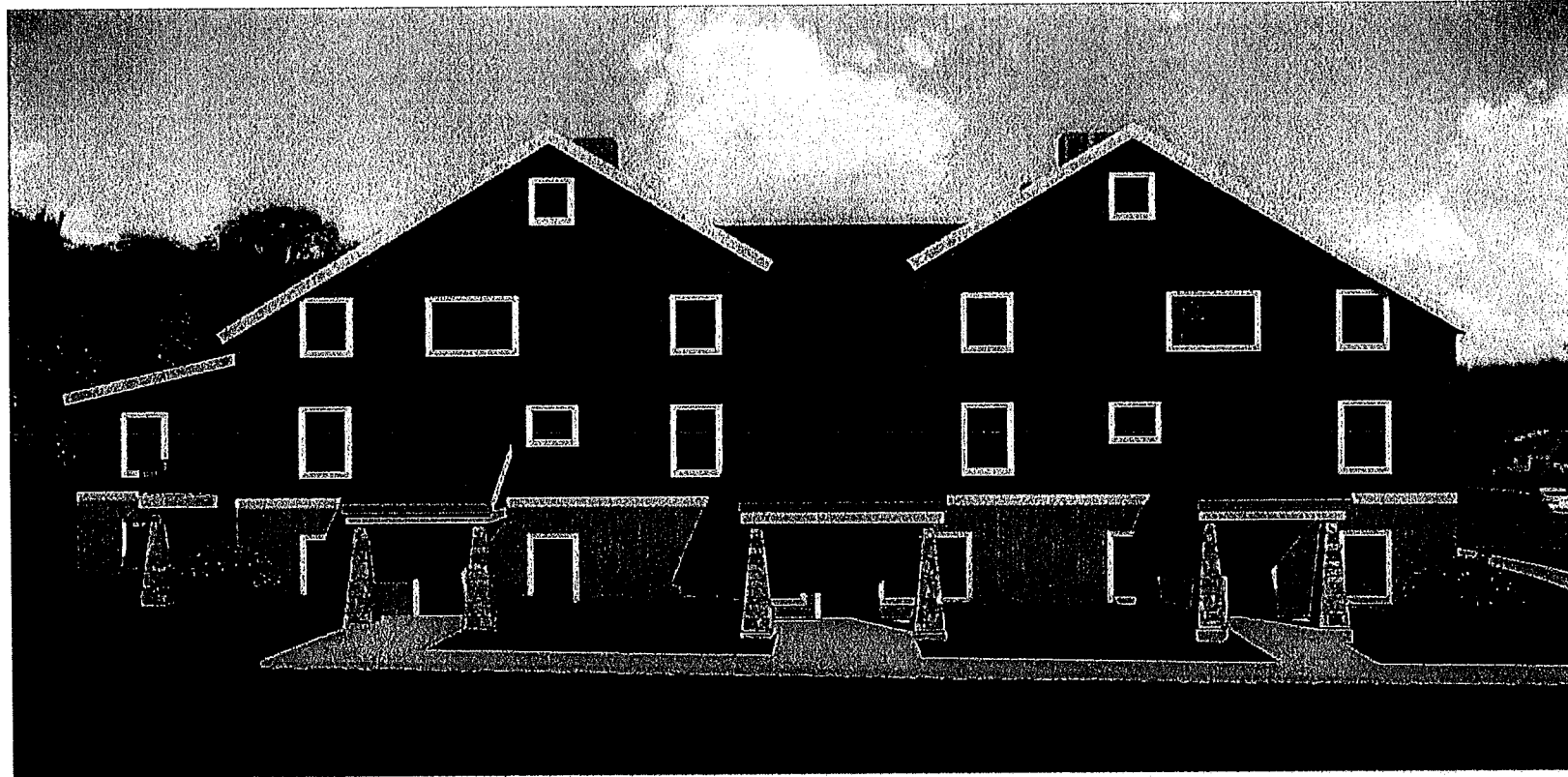
Notwithstanding any other provisions of the Town of Lysander Zoning Law (“Zoning Law”), the incentives listed in the Legend below are hereby established for the areas denominated Lots 1, 3 and 5 on this Exhibit 2 of the Incentive Zoning Application/Letter of Intent (“IZA/LOI”) to which this Legend is attached as Exhibit 2B. Lots 2, 6, and 7 are proposed for conservation as set forth in the IZA/LOI; Lot 4 is not part of the IZA/LOI.

<u>Legend of Zoning Requirements under IZA/LOI</u>		
<u>Zoning Requirement</u>	<u>Area within Lots 1 and 3</u>	<u>Area within Lot 5</u>
- change in use to permit “as of right” (no special permit needed to authorize the use(s)). Controlled site review (also known as site plan approval) and subdivision approval may be required, subject to the IZA/LOI).	market rate multiple family dwelling units [see LOI – sec IV(B)] and typical accessory uses and structures	single-family residences and typical accessory uses and structures
- increased density to permit	up to 573 multiple family dwellings (409 apartments in Area of Lot 1 and 164 townhouses in Area of Lot 3)	17 single-family residences
- maximum lot coverage	80%	60%
- changes in setbacks: (principal and accessory uses) • minimum front yard • minimum side yard (one) • minimum side yard (both) • minimum rear yard • minimum lot width • minimum side yard for internal unit townhouse lots, if subdivided	20 ft 10 ft 25 ft 30 ft 100 ft 0	25 ft 10 ft 25 ft 20 ft 80 ft N/A
- minimum lot width	20 ft for townhouse lots if subdivided 100 ft for other uses	N/A 80 ft
- minimum lot area	2,000 sf for townhouse lots if subdivided; at least 20,000 sf for other uses	10,000 sf
- changes in height	greater of: 3 ½ stories, or 50 ft	3 stories
- Floor Area/Dwelling Unit	700 sf	700 sf for 1 st floor area
- Required Buffer Area Between Uses	0	0
- Required Parking Ratio	1 ½ spaces/unit	2 spaces/residence
- Reduce the Required Loading Spaces	0	N/A

- Signage	[TBD]	N/A

Also, as part of the IZA/LOI, the following shall apply:

- No zoning approvals shall be required to construct the Pump Station (as defined in the LOI), provided, however the Town Engineer must approve the plans and that no permanent above-ground structures other than those associated with the Pump Station be constructed thereon, except to the extent approved by the Town Board.
- The Applicant may, in its discretion, modify the number and/or configuration of buildings, structures, lots or uses to be includable in the Project provided that the zoning requirements set forth in the Legend of Zoning Requirements are met. Such zoning requirements shall be applied by the Planning Board in any consideration of any application made to it, including but not limited to, any site plan and/or subdivision approval applications.
- With respect to the Area of Lots 1 and 3, the zoning requirements shall apply to the buildings that contain the multiple family dwelling units, not the dwelling units themselves.
- For purposes of this IZA/LOI, “multiple family dwelling” shall mean any building that contains two or more dwelling units.
- To the extent there is any conflict or ambiguity between the Zoning Law and the IZA/LOI, the IZA/LOI shall control and the conflict or ambiguity interpreted accordingly. The requirements set forth in this Legend and Exhibit 2B of the LOI shall be the only zoning and land use requirements applicable to the Project Parcels.



MACKENZIE ARCHITECTS P.C.

182 Battery Street, Burlington, Vermont 05401 802.863.7177 (T) www.mackenziearchitects.com

Melvin Farms Multifamily
Exterior Elevation

Coldwell Banker Commercial
Prime Properties, Inc
1/29/2021

Ownership of Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Mackenzie Architects as Instruments of Service shall remain the property of the Mackenzie Architects. Mackenzie Architects shall retain all common law, statutory and other reserved rights, including the copyright therein.

Senior and other 3-Story Apartments with Elevators

EXHIBIT 3A



Luxury apartments with attached garages.

Melvin Farms Development

Town of Lysander, New York

Pump Station Construction Cost Estimate Narrative

The following components are included in the pump station construction cost estimate associated with the Incentive Zoning Application/Letter of Intent for the Melvin Farms Development on Cold Springs Road (Rt. 370). The estimated costs set out in Exhibit 4 for the pump station and sewer conveyance system, of which this narrative is part, includes all work associated with purchasing, furnishing, hauling, storing, excavating, installing, building, constructing, connecting and testing the pump station and sewer conveyance system. The estimate was prepared using "RS Means from Gordian" on-line estimating program and is based on 2021 costs.

Pump Station

The pump station is sized to handle the Melvin Farm development as depicted on Exhibit 2 along with the existing development within the Cold Springs West Sewer District. This district consists of ±300 existing residential units and an 800-student elementary school. The total estimated daily flow from the developed Melvin Farms project and Cold Springs West Sewer District is 282,000 gallons per day.

Future development and extension of the public sewer system will necessitate modifications/upgrades to the pump station which will be completed by others.

1. Packaged Sanitary Sewage Lift Station (duplex pump system, internal piping, fittings & level controls) capable of displacing 300,000 gallons of residential sanitary waste per day
2. 6' inside diameter precast concrete Wet Well (depth of 15 feet) with top slab and access covers
3. Valve Pit & Piping
4. Back-up Diesel Generator
5. Electric/Computer Controls, Panels & Wiring
6. 8'x12' wood frame Control Building with concrete foundation and floor
7. Water Service & Hydrant (designated for pump station use only)
8. 6' high Security Fencing
9. Asphalt Driveway and Parking Area
10. Landscaping and Site Restoration

Force Main & Gravity Sewer

1. 3,800 feet of 12" diameter polyethylene Force Main and fittings installed via directional drilling with excavations completed as needed for installation. The force main will extend easterly from the pump station to Barbara Lane.
2. Three Air release valves, piping, fittings and valve pits
3. 1,000 feet of 12" diameter PVC gravity sewer main and fittings from Barbara Lane to the Seneca Knolls Wastewater Treatment Plant
4. Five precast concrete Manholes (4' inside dia.) with frame and cover as noted on Exhibit 2.
5. Landscaping and Site Restoration

Melvin Farms Development
Town of Lysander, New York

Pump Station Construction Cost Estimate
[Cost as of 2023]

Quantity	Description	Unit	Unit Costs				Total Costs	Sub.	Notes
			Material	Labor	Equipment	Total			
65	Excavating, bulk bank measure, 2 C.Y. capacity = 165 C.Y./hr, backhoe, hydraulic, crawler mounted, excluding truck loading	B.C.Y.	\$ -	\$ 5.96	\$ 5.98	\$ 11.94	\$ 776.10		Excavation for wet well (12' dia.x14' deep) and valve pit (6'x6'x5')
1	Excavating, bulk bank measure, for loading onto trucks, add		\$ -	\$ 2.14	\$ 2.15	\$ 4.29	\$ 278.85		[Adjusted by 312316420020]
30	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min wait/load/unload, 8 C.Y. truck, cycle 4 miles, 20 MPH, excludes loading equipment	L.C.Y.	\$ -	\$ 4.34	\$ 3.45	\$ 7.79	\$ 233.70		Portion of excavated material to be hauled away
1	Utility structures, utility vaults precast concrete, meter pit, 6' x 6', 15' deep, excludes excavation and backfill	Ea.	\$ 11,415.60	\$ 2,891.40	\$ 2,551.82	\$ 16,858.82	\$ 16,858.82		Wet Well
1	Generator set, diesel, 3 phase 4 wire, 277/480 V, 350 kW, incl battery, charger, muffler, & day tank, excl conduit, wiring, & concrete	Ea.	\$ 92,937.76	\$ 10,250.00	\$ 1,136.10	\$104,323.86	\$ 104,323.86		
2	Panelboards, 3 phase 4 wire, main lugs, 120/208 V, 225 amp, 34 circuits, NQ, incl 20 A 1 pole bolt-on breakers	Ea.	\$ 2,375.00	\$ 1,947.50	\$ -	\$ 4,322.50	\$ 8,645.00	*	Electric service for pump station and control building
1	Meter center, main fusible switch, rainproof, 3 P 4W 120/208 V, 400 A	Ea.	\$ 1,875.00	\$ 1,025.00	\$ -	\$ 2,900.00	\$ 2,900.00	*	
40	Plant-mix asphalt paving, for highways and large paved areas, binder course, 3" thick, no hauling included	S.Y.	\$ 12.31	\$ 1.70	\$ 0.76	\$ 14.77	\$ 590.80	*	
40	Plant-mix asphalt paving, for highways and large paved areas, wearing course, 1-1/2" thick, no hauling included	S.Y.	\$ 6.83	\$ 1.19	\$ 0.54	\$ 8.56	\$ 342.40	*	
3	Topsoil placement and grading, loam or topsoil, F.E. loader, 1-1/2 C.Y., remove and stockpile on site, spread from pile to rough finish grade	C.Y.	\$ -	\$ 4.77	\$ 2.71	\$ 7.48	\$ 22.44		
0.20	Soil preparation, mulching, hay, 1" deep, power mulcher, small	M.S.F.	\$ 45.67	\$ 6.16	\$ 4.14	\$ 55.97	\$ 11.19		
0.20	Seeding athletic fields, seeding utility mix, 7 lb. per M.S.F., push spreader	M.S.F.	\$ 27.49	\$ 65.35	\$ -	\$ 92.84	\$ 18.57	*	

7	Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, 200 HP dozer, 6" deep, 200' haul per C.Y.	C.Y.	\$ -	\$ 1.13	\$ 1.90	\$ 3.03	\$ 21.21		
30	Water supply distribution piping, ductile iron pipe, cement lined, mechanical joint, no fittings, 18' lengths, 6" diameter, class 50, excludes excavation or backfill	L.F.	\$ 128.70	\$ 14.31	\$ 1.44	\$ 144.45	\$ 4,333.50		
1	Water utility distribution fire hydrant, two way, 6'-6" depth, 4-1/2" valve, includes mechanical joints, excludes excavation and backfill	Ea.	\$ 3,851.25	\$ 326.30	\$ 33.00	\$ 4,210.55	\$ 4,210.55		
25	Excavating, trench or continuous footing, common earth, 5/8 C.Y. excavator, 4' to 6' deep, excludes sheeting or dewatering	B.C.Y.	\$ -	\$ 5.09	\$ 3.87	\$ 8.96	\$ 224.00		For water main
10	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction	L.C.Y.	\$ 33.32	\$ 11.55	\$ 2.20	\$ 47.07	\$ 470.70		Bedding material for water main (30'x5'x0.55' deep), valve pit (6'x6'x0.5' deep) and pump chamber (12'x12'x1')
25	Compaction, riding, vibrating roller, 4 passes, 6" lifts	B.C.Y.	\$ -	\$ 0.51	\$ 0.22	\$ 0.73	\$ 18.25		Compaction for pump chamber, valve pit and water main to hydrant
10	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 15 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	L.C.Y.	\$ -	\$ 7.83	\$ 6.22	\$ 14.05	\$ 140.50		
1	Utility structures, utility vaults precast concrete, meter pit, 6' x 6', 6' deep, excludes excavation and backfill	Ea.	\$ 4,507.35	\$ 1,445.70	\$ 274.83	\$ 6,227.88	\$ 6,227.88		
2	Water utility distribution valve, gate valves, cast iron, mechanical joint, with boxes, 125 psi, 6" diameter, includes valve box and mechanical joint, excludes excavation and backfill	Ea.	\$ 2,681.25	\$ 306.22	\$ 55.18	\$ 3,042.65	\$ 6,085.30		For valve pit
1	Water utility distribution valve, sleeve for tapping mains, 10" x 6", excludes excavation and backfill, add	Ea.	\$ 1,633.13	\$ -	\$ -	\$ 1,633.13	\$ 1,633.13		
1	Control components/DDC system, front end costs, computer (PC) with software program	Ea.	\$ -	\$ -	\$ -	\$ 9,203.95	\$ 9,203.95	*	
15	Dewatering, pumping 8 hours, attended 2 hours per day, 4" diaphragm pump, includes 20 LF of suction hose and 100 LF of discharge hose	Day	\$ -	\$ 966.58	\$ 235.88	\$ 1,202.46	\$ 18,036.90		
15	Dewatering, pumping 8 hours, attended 2 hours per day, 4" diaphragm pump, includes 20 LF of suction hose and 100 LF of discharge hose, add for additional pump	Day	\$ -	\$ -	\$ 127.00	\$ 127.00	\$ 1,905.00		
1	Water utility distribution valve, check valves, flanged cast iron, 12" diameter, includes bolts and gaskets	Ea.	\$ 13,552.50	\$ 306.22	\$ 55.18	\$ 13,913.90	\$ 13,913.90		For valve pit
2	Water utility distribution valve, gate valves, cast iron, mechanical joint, with boxes, 125 psi, 12" diameter, includes valve box and mechanical joint, excludes excavation and backfill	Ea.	\$ 13,162.50	\$ 306.22	\$ 55.18	\$ 13,523.90	\$ 27,047.80		For valve pit

96	Portable buildings, deluxe pre-fab on skids, 8' x 12'	S.F.	\$ 98.10	\$ 9.21	\$ -	\$ 107.31	\$ 10,301.76	*	
100	Fence, chain link industrial, galvanized steel, 3 strands barb wire, 2" posts @ 10' OC, 9 ga. wire, 6' high, schedule 40, includes excavation, & concrete	L.F.	\$ 21.83	\$ 6.07	\$ 2.06	\$ 29.96	\$ 2,996.00	*	
600	Fence, chain link industrial, add for, vinyl coated fabric, per SF	S.F.	\$ 0.94	\$ -	\$ -	\$ 0.94	\$ 564.00	*	100 LF of fence, 6' high
1	Fence, chain link industrial, double swing gates, 6' high, 12' opening, includes excavation, posts & hardware in concrete	Opng.	\$ 507.87	\$ 457.05	\$ 153.64	\$ 1,118.56	\$ 1,118.56	*	
40	Fine grading, finish grading granular subbase for highway paving, +/- 1"	S.Y.	\$ -	\$ 0.47	\$ 0.42	\$ 0.89	\$ 35.60		for paved area
40	Base course drainage layers, aggregate base course for roadways and large paved areas, stone base, compacted, 3/4" stone base, to 9" deep	S.Y.	\$ 11.93	\$ 0.93	\$ 1.07	\$ 13.93	\$ 557.20		for paved area
6	Planting, trees, shrubs, and ground cover, medium soil, B&B, 15" diameter, 48 HP backhoe/loader, includes planting only	Ea.	\$ -	\$ 81.11	\$ 15.69	\$ 96.80	\$ 580.80	*	
18	Structural excavation for minor structures, bank measure, for spread and mat footings, elevator pits, and small building foundations, common earth, 1/2 C.Y. bucket, machine excavation, hydraulic backhoe	B.C.Y.	\$ -	\$ 23.10	\$ 16.55	\$ 39.65	\$ 713.70		Excavation for control building 8' x 12' x 5' deep = 18 cy
576	Concrete block, foundation wall, trowel cut joints, normal weight, hollow, 2000 psi, 8" x 8" x 16", includes mortar, vertical reinforcing and horizontal joint reinforcing every other course, excludes scaffolding	S.F.	\$ 5.87	\$ 8.14	\$ -	\$ 14.01	\$ 8,069.76	*	Control building foundation 8' x 12' x 6' high = 576 sq. ft.
1	Packaged utility lift station, packaged sewage lift station, 300,000 GPD, excludes fencing or external piping	Ea.	\$274,462.50	\$ 67,268.00	\$ 25,643.40	\$367,373.90	\$ 367,373.90		

Ref: RS Means Data from Gardian, Year 2023

Subtotals	\$ 620,785.58
Subcontractor Mark-up	10% \$ 4,533.16
Contingency	15% \$ 93,797.81
Total (Rounded)	\$ 719,100

Melvin Farms Development
Town of Lysander, New York

Force Main Construction Cost Estimate
[Cost as of 2023]

Quantity	Description	Unit	Unit Costs				Total Costs	Sub.	Notes
			Material	Labor	Equipment	Total			
1	Directional drilling, sand, silt, common earth, mobilization or demobilization	Ea.	\$ -	\$ 2,417.40	\$ 3,651.75	\$ 6,069.15	\$ 6,069.15	*	
100	Excavating, trench or continuous footing, common earth, 1 C.Y. excavator, 4' to 6' deep, includes trench box, excludes dewatering	B.C.Y.	\$ -	\$ 4.39	\$ 4.54	\$ 8.93	\$ 893.00		Excavate Jacking & Receiving Pits - four 6'x18'x6' pits
100	Excavating, trench or continuous footing, common earth, 1 C.Y. excavator, 4' to 6' deep, includes trench box, excludes dewatering	B.C.Y.	\$ -	\$ 4.39	\$ 4.54	\$ 8.93	\$ 893.00		Backfill Jacking & Receiving Pits - four 6'x18'x6' pits
8	Topsoil placement and grading, loam or topsoil, F.E. loader, 1-1/2 C.Y., remove and stockpile on site, spread from pile to rough finish grade	C.Y.	\$ -	\$ 4.77	\$ 2.71	\$ 7.48	\$ 59.84		For jacking/receiving pits
0.12	Soil preparation, mulching, hay, 1" deep, power mulcher, small	M.S.F.	\$ 45.67	\$ 6.16	\$ 4.14	\$ 55.97	\$ 6.72	*	For jacking/receiving pits
0.44	Seeding athletic fields, seeding utility mix, 7 lb. per M.S.F., push spreader	M.S.F.	\$ 27.49	\$ 65.35	\$ -	\$ 92.84	\$ 40.85	*	For jacking/receiving pits
8	Topsoil stripping and stockpiling, loam or topsoil, remove and stockpile on site, 200 HP dozer, 6" deep, 200' haul per C.Y.	C.Y.	\$ -	\$ 1.13	\$ 1.90	\$ 3.03	\$ 24.24		For jacking/receiving pits
2	Office trailer, furnished, rent per month, 20' x 8', excl. hookups	Ea.	\$ 816.80	\$ -	\$ -	\$ 816.80	\$ 1,633.60		
3	Utility distribution valve, air release & vacuum valve, 8" diameter, excludes excavation and backfill	Ea.	\$ 15,307.50	\$ 311.24	\$ -	\$ 15,618.74	\$ 46,856.22		
3,800	Force Main piping, piping HDPE, butt fusion joints, 40' lengths, 12" diameter, SDR 21	L.F.	\$ 17.36	\$ 12.50	\$ 3.29	\$ 33.15	\$ 125,970.00		
6	Force Main HDPE piping, butt fusion joints, fittings, elbows, 90 degree, 12" diameter, SDR 21	Ea.	\$ 159.90	\$ 271.08	\$ 71.41	\$ 502.39	\$ 3,014.34		
3,800	Directional drilling, mobilization with demobilization, per linear feet, 18" diameter	L.F.	\$ -	\$ 48.35	\$ 73.04	\$ 121.39	\$ 461,282.00	*	

1,300	Excavating, trench or continuous footing, common earth, 1 C.Y. excavator, 6' to 10' deep, excludes sheeting or dewatering	B.C.Y.	\$ -	\$ 3.19	\$ 2.93	\$ 6.12	\$ 7,956.00	Gravity Sewer: 1,000' x 4' wide x 8' deep = 32,000 cu. ft. = 1,190 cy; MH: 10' deep x 8' dia. x 5 ea = 100 cy
1,300	Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	L.C.Y.	\$ -	\$ 3.24	\$ 2.62	\$ 5.86	\$ 7,618.00	
75	Fill by borrow and utility bedding, for pipe and conduit, crushed or screened bank run gravel, excludes compaction	L.C.Y.	\$ 44.30	\$ 11.55	\$ 2.20	\$ 58.05	\$ 4,353.75	Gravity Sewer: 1,000' x 4' x 0.5' deep = 2,000 cu. ft. = 75 cy
75	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench	B.C.Y.	\$ -	\$ 5.89	\$ 1.90	\$ 7.79	\$ 584.25	
1,300	Compaction, 2 passes, 24" wide, 6" lifts, walk behind, vibrating roller	B.C.Y.	\$ -	\$ 2.32	\$ 0.44	\$ 2.76	\$ 3,588.00	
100	Topsoil stripping and stockpiling, topsoil, sandy loam, ideal conditions, 200 HP dozer	C.Y.	\$ -	\$ 0.43	\$ 0.71	\$ 1.14	\$ 114.00	Gravity Sewer: 1,000' x 5' wide x 0.5' = 2,500 cu. ft. = 100 cy
1,000	Public sanitary utility sewerage piping, piping polyvinyl chloride pipe, B & S, 13' lengths, 12" diameter, SDR 35, excludes excavation or backfill	L.F.	\$ 23.18	\$ 13.13	\$ 0.71	\$ 37.02	\$ 37,020.00	
5	Manholes, frames and covers, concrete, precast, 4' ID, 8' deep, excludes footing, excavation, backfill, frame and cover	Ea.	\$ 2,879.95	\$ 1,685.00	\$ 172.04	\$ 4,736.99	\$ 23,684.95	
10	Manholes, frames and covers, concrete, precast, 4' ID, excludes footing, excavation, backfill, frame and cover, add for depths over 8'	V.L.F.	\$ 166.70	\$ 146.94	\$ 21.53	\$ 335.17	\$ 3,351.70	10' deep total, 2 VLF per MH
25	Manholes, frames and covers, heavyweight cast iron steps, 7" x 9"	Ea.	\$ 20.84	\$ 16.35	\$ -	\$ 37.19	\$ 929.75	
10	Manholes, rubber boots, 12", dia.	Ea.	\$ 192.98	\$ 33.18	\$ -	\$ 226.16	\$ 2,261.60	
6	Seeding athletic fields, seeding utility mix with mulch and fertilizer, 7 lb. per M.S.F., hydro or air seeding	M.S.F.	\$ 103.45	\$ 22.71	\$ 16.12	\$ 142.28	\$ 853.68	Gravity Sewer: 1,000' x 6' = 6,000 sq. ft.

Ref: RS Means Data from Gardian, Year 2023

Subtotals \$ 739,058.64

Subcontractor Mark-up 10% \$ 46,739.87

Contingency 15% \$ 117,869.78

Total (Rounded) \$ 903,700

Return to (Name of Attorney), Esq. (Address)

STATE OF NEW YORK
COUNTY OF ONONDAGA

Cross reference to that certain Deed dated November 4, 2006 and recorded on November 4, 2006 in Deed Book 4971, Pages 494 &c of the Onondaga County, New York Records.

DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS (this "Declaration") is hereby made by LANDMARK CHALLENGER LLC, a New York Limited Liability Company with address at 621 Columbia Street, Cohoes, New York 12047-3875 (the Owner of the Property and Declarant).

Declarant is the owner in fee simple of a certain tract or parcel of real property lying in the Town of Lysander, County of Onondaga, New York. This tract of land was conveyed to Declarant by deed dated November 14, 2006 and recorded in the office of the Clerk of Onondaga County on November 14, 2006 in Book 4971, at Page 494.

Declarant comes now and, for good and valuable consideration, declares conservation use restrictions on the Property hereinafter described. A legal description of the specific parcel of Property subject to this Declaration is more particularly described in Exhibit "A" hereto attached and made a part hereof. The Declaration hereinafter stated shall apply to Property described in Exhibit "A" and is by reference, incorporated herein for a description and for all other legal purposes.

PREMISES

WHEREAS:

- A. The Property consists primarily of productive agricultural land comprising fifteen (15) acres of prime soils, and no (0) acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service;
- B. Article 25-AAA, Section 321 of the New York Agriculture and Markets Law states, "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and the environmental and landscape preservation values associated with agriculture . . ." the Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics; and

EXHIBIT 5

C. Grantor has received independent legal and financial advice regarding this Declaration to the extent that Declarant has deemed necessary. Declarant freely signs this Easement in order to accomplish its conservation purposes.

NOW, **THEREFORE**, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained herein, Declarant makes the following Declaration of Covenants to run with the land:

1. Definitions.

As used in this Easement, the terms "Declarant" or "owner" include the Declarant herein, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

The term "Sound Agricultural Practices" is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, achieve the intended results in a reasonable and supportable way and are consistent with this Declaration. If necessary, to determine if a practice is "sound," Declarant may request the New York State Department of Agriculture and Markets to initiate a sound agricultural practice review pursuant to Section 308 of the New York State Agriculture and Markets Law, or any successor statute.

2. Grant of Conservation Easement.

Declarant hereby creates a Conservation Easement (the "Easement"), an immediately vested interest in real property defined by Article 49, Title 3 of the New York ECL of the nature and character described herein, which Easement shall run with and bind the Property in perpetuity. Declarant will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein.

3. Purpose.

It is the primary purpose of this Easement to: (a) prevent any use of the Property that would significantly impair or interfere with its long-term agricultural viability, (b) enable the Property to remain in agricultural use for current and future production of food, by protecting in perpetuity its agricultural values, use and utility, or to permit the Property to lay fallow. It is the secondary purpose of this Easement to conserve and protect the Property's open space resources, and its unique and special natural features.

4. Implementation.

This Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. No use of the property shall occur and no

permanent structures, buildings, or other improvements shall hereafter be constructed, placed or maintained on the Property, except as specifically provided herein.

5. Reserved Rights Retained by Declarant.

Notwithstanding any provisions of this Declaration to the contrary, Declarant reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Purpose set forth in Section 2 and not specifically prohibited or limited by this Easement.

Declarant reserves onto itself a perpetual ingress/egress right of way cross the Property to access Declarant's other lands, provided that any right of way created by Declarant shall not be covered by impervious surfaces, but may be covered with gravel.

Unless otherwise specified below, nothing in this Easement shall require Declarant to take any action to restore the condition of the Property after any Act of God. Nothing in this Easement relieves Declarant of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

6. Conservation Plan.

All agricultural operations on the Property shall be conducted in a manner consistent with Sound Agricultural Practices.

Declarant has the right to produce crops and conduct farm operations which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields or to permit the Property to lay fallow. Farming practices shall be carried out in accordance with Sound Agricultural Practices as defined herein. In addition, Declarant has the right to process, package and distribute farm plant products and to operate otherwise lawful and customary rural and agriculturally-related enterprises, including but not limited to retail sale of crops, subject to the limitations set forth in this Declaration.

Acknowledging that the purposes of placing a Conservation Easement on the Property is to preserve the views southwesterly across the Property in perpetuity, Declarant covenants and agrees that no trees or plants which when mature grow to a height in excess of 12 feet, shall be planted on the Property. In the event trees or plants that grow in excess of 12 feet self-germinate on the Parcel, Declarant hereby grants to the Town of Lysander the right and easement (but the Town shall have no duty) to enter the Property and cut down any such trees or plants for the sole purpose of preserving the views over said Parcel.

The views from NY Route 370 toward southwesterly toward the valley shall not be obstructed, in perpetuity, by man-made permanent structures, or trees or plants in excess of 12 feet in height at maturity planted by Declarant.

Existing fences may be repaired, removed and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of wildlife and to prevent trespassing on the Property.

Declarant shall be solely responsible for any the upkeep and maintenance of the Property but only to the extent required by law and this Declaration.

Declarant retains the right to use the Property for otherwise lawful (non-motorized) recreational uses, subject to the limitations set forth in this Easement.

7. No Access to the Public.

Nothing contained in this Declaration shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Declaration.

8. Subdivision.

Subject to all applicable local, state and federal laws and regulations the Property may be subdivided into two or more lots provided that no permanent structures, buildings or improvement shall ever be constructed or built on the subdivided property.

9. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited.

10. Ongoing Responsibilities of Declarant.

Other than as specified herein, this Declaration and the Conservation Easement are not intended to impose any legal or other responsibility on Declarant, or in any way to affect any obligations of Declarant as owner of the Property, other than those set out in this Declaration.

11. Extinguishment of Development Rights.

Except as otherwise reserved to the Declarant in this Declaration, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

12. Enforcement.

The New York State Department of Environmental Conservation, the Commissioner of the New York State Agriculture and Markets, and the Town of Lysander in Onondaga County,

and their successors, as third party beneficiaries hereof, are hereby specifically granted the authority (but shall not have any duty) to enforce the provisions of this Declaration. Appropriate remedy for violation of this section is contemplated to include, without limitation, injunctive relief to restrain such violation, restoration, administrative or civil penalties as well as any other remedy available under law or equity. However, no violation of this covenant shall result in a forfeiture or reversion of title.

13. Transfer of Property.

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property or any part thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance of any interest in the Property shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land pursuant to a Declaration of Covenants dated _____, and recorded in the Office of the Clerk of Onondaga County at Liber _____ of Deeds at Page _____.

14. Amendment of Easement.

This Declaration may be amended only with the written consent of the Declarant and the Town of Lysander expressed in a Resolution adopted by the Town Board. Any such amendment shall be consistent with the Purpose of this Easement, and such amendment shall be duly recorded.

15. Extinguishment of Easement.

At the mutual request of Declarant and the Town of Lysander expressed in a Resolution adopted by the Town Board, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement, extinguish or modify this Easement in accordance with applicable law. In that case, the mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain, make impossible the continued use of the Property for Purpose of this Easement, the restrictions may be extinguished by judicial proceeding. In either case, upon any subsequent sale, exchange or involuntary conversion by the Declarant, it shall be entitled to the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds.

16. Interpretation.

This Easement shall be interpreted under the laws of the State of New York. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the Purpose of this Easement. If any provision in this Easement is found to

be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

17. Successors.

Every provision of this Declaration that applies to Declarant shall also apply to its respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

18. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

19. Title to Property.

The Declarant covenants and represents that the Declarant is the sole owner and is seized of the Property in fee simple and has good right to burden the Property pursuant to this Declaration; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Declarant shall have the use of and enjoyment of the benefits derived from the Conversation Easement.

20. Subsequent Encumbrances.

The grant of any further easements or use restrictions is prohibited.

21. Declarant's Environmental Warranty.

Declarant warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.

22. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

23. Waiver.

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by Grantee.

24, Binding Effect; No Liability on Transfer.

The provisions of this Declaration shall run with the Property in perpetuity and shall bind and be enforceable against the Declarant and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Declarant or Owner with respect to such Property for purposes of this Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property.

25. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby, has unto set its hand on the date first above written this of February 2021.

Declarant:
LANDMARK
CHALLENGER LLC

By: _____

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of February in the year 2021 before me, the undersigned, personally appeared _____ 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