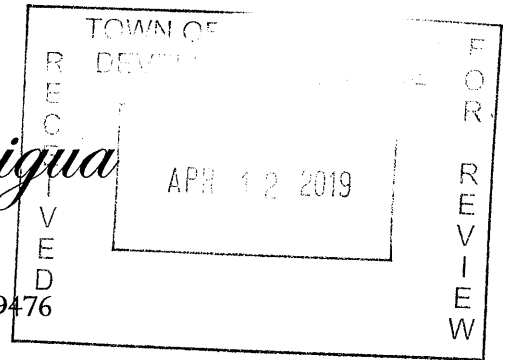


Town of Canandaigua

5440 Routes 5 & 20 West

Canandaigua, NY 14424

Phone: (585) 394-1120 / Fax: (585) 394-9476



PLANNING BOARD APPLICATION PRELIMINARY SUBDIVISION APPROVAL

CPN #: 19-024

Permission for on-site inspection for those reviewing application: X Yes No

1. Name and address of the property owner: Bero Contracting + Dev. Corp.
P.O. Box 647 Canandaigua, N.Y. 14424

Telephone Number of property owner: 585-396-1311

Fax # 585-394-1735 E-Mail Address: jbero2@rochester.rr.com

****If you provide your e-mail address, this will be the primary way we contact you ****

2. Name and Address Applicant if not the property owner: _____

Steven M. Bero - Same Info

Telephone Number of Applicant: as Above

Fax # _____ E-Mail Address: _____

****If you provide your e-mail address, this will be the primary way we contact you ****

3. Subject Property Address: At End of Lake Hill Dr. Canandaigua, N.Y. 14424

Nearest Road Intersection: Lake Hill Dr. and Emerald Hill Circle

Tax Map Number: 126.00-1-59.110 Zoning District: SCR-1

4. Is the Subject Property within 500' of a State or County Road or Town Boundary? (If yes, the Town may refer your application to the Ontario County Planning Board.)

Please circle one: YES (NO)

5. Is the Subject Property within 500' of an Agricultural District? (If yes, an Agricultural Data Statement must be completed and submitted with this application.)

Please circle one: (YES) NO

(Continued on Back)

6. Description of subject parcel to be subdivided: Size: 82.84 acres. Road Frontage: 150 ft (+)
50 ft
7. Number of proposed parcels (including subject parcel to be subdivided): 2
8. Size of all proposed parcels and road frontage for each lot (including remaining lands):

Lot #	Proposed Size	Proposed Road Frontage
1	See Plat Plan	
2		
3		
4		
5		

9. What public improvements are available? ☒ Public Sewer ☒ Public Water ☒ Public Roads
10. Describe the current use of the property: See Attachment #1
11. Describe the proposed use of the property and nature of the proposed subdivision:
See Attachment #2
12. Is any portion of the property subject to a purchase and sale contract, option, right of first refusal, development rights agreement, lien or other encumbrance that may benefit any party other than the applicant?
☒ YES ☐ NO

If yes, then please set forth the name, address, and interest of any such party including a copy of the documents which create the potential beneficial interest.

Conner + Chelsea Dixon - Schwabl See Attachment #3
63 Winstead Road
Rochester N.Y. 14609

I hereby grant my designee permission to represent me during the application process.

Stu M. Bero Pres
 (Signature of Property Owner)

4/10/19
 (Date)

Planning Board Application – Attachment #1

#10) Describe the current use of the Property:

The property is the existing Lakeside Estates Conservation Subdivision with Preliminary and Concept Approvals on 78.17 acres of undeveloped land, and 4.67 acres of existing conservation land, with a developed storm water pond, pipes, access road and easements to the Town of Canandaigua. Both areas are part of the remaining lands owned by Bero Contracting and Development Corporation, with a combined acreage of 82.84 acres. (See Exhibit #1.)

Future proposed development includes approximately 50% of the land to be cleared and graded for streets and utilities for 40 additional homes and yard spaces. The other approximately 50% of the most sensitive lands are to be left undeveloped as conservation lands to balance the impacts of high density development. Roads, traffic, fertilizers and storm run-off, along with the visual impacts of development on the hillside were acceptably mitigated in this plan, but still exist as developmental impacts that cannot be avoided.

Planning Board Application – Attachment #2

#11) Describe the proposed use of the property and the nature of the proposed Subdivision:

We are proposing 2 changes to the property.

Change #1:

We formally request that the Town of Canandaigua completely nullify the Lakeside Estates Preliminary and Concept Approvals on the 78.17 acres of the remaining undeveloped land (Parcel A, Exhibit #2) owned by Bero Contracting and Development Corporation, in favor of one single family home site to be conveyed in the near future to Conner and Chelsea Dixon-Schwebl. (See Attachment #3.) Once the Town accepts and signs the new proposal plat plan, which is a condition of the purchase offer, they will buy the property. (See Parcel A, Exhibit #2.) They will then design their home and site layout plans, and when ready, apply for a single family building permit through the standard Town of Canandaigua process.

It is without question that the potential developmental impacts from one single family home site will be far less than from 40 homes with streets and traffic. It will also not be necessary to designate land as Conservation Easement. With only one home site proposed, most of the land will be left natural. We will designate on the Plat Plan, the steep slopes along Tichenor Gully as well as 5 acres of sensitive woods along the back western property line to remain forever Wild Lands. The protected acreage and the number of proposed single family home site (just one), will be shown on the density calculation chart on the new proposed plat plan. (See Exhibit #2, Parcel A.) We hope that the Town Planning Board can recognize the benefits of having only one home site in a natural setting on that hillside over-looking the lake.

Change #2:

We propose to subdivide the 4.67 acres Existing Conservation Easement (see Exhibit #1) from the parent parcel, owned by Bero Contracting and Development Corporation, and transfer ownership to the Lakeside Estates Homeowners Association, shown as Parcel B on the proposed new plat plan. (See Exhibit #2.) It is the same Conservation Easement, just with a new owner. The pond will be maintained by the Town of Canandaigua as part of the existing storm water district for Lakeside Estates.

We hope that the Town of Canandaigua accepts these two changes and will sign the new plat plan as soon as possible. Thank you for your time and consideration.

Respectfully submitted,



Steven M. Bero

Bero Contracting & Development Corp.

Attachment #3



PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

Plain-English Form published by and for the exclusive use of the Greater Rochester Association of REALTORS®, Inc., the Monroe County Bar Association, and those County Bar Associations that have approved its use.

COMMISSIONS OR FEES FOR THE REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN REALTOR® AND CLIENT.

When Signed, This Document Becomes A Binding Contract. Buyer or Seller May Wish to Consult Their Own Attorney. Buyer acknowledges that information contained in the Multiple Listing Service is not guaranteed and should be independently verified before signing this Contract.

TO: Bero Contracting and Development ("Seller") FROM: Connor and Chelsea Dixon-Schwabl ("Buyer")

OFFER TO PURCHASE

Buyer offers to purchase the property described below from Seller on the following terms:

1. Property Description; Seller's Power and Authority. Property known as Lake Hill Drive in the County of Ontario ☒ Town ☐ City ☐ Village of Canandaigua State of New York, Zip 14424 also known as Tax No. 322400-126-000-0001-059-110 including all buildings and any other improvements and all rights which the Seller has in or with the property. Approximate Lot Size: 83+/- Acres

Description: (include specific inclusions and exclusions) * See attached map of land to be conveyed. Seller represents to Buyer that: (i) Seller owns the property and has the power and authority to sell it, (ii) Seller is not in bankruptcy, and (iii) Seller has sufficient funds (including the proceeds from this sale) to close this transaction and pay Seller's closing expenses.

2. Price & Payment. The purchase price is: (Check and complete applicable provisions.)
☒ (A) [REDACTED] Dollars (\$ [REDACTED]).
☐ (B) [REDACTED] Dollars (\$ [REDACTED]) per acre,
☐ exclusive ☐ inclusive of area within the right-of-way, as determined by instrument survey.

Buyer shall receive credit at closing for any deposit made hereunder. The balance of the purchase price shall be paid as follows: (Check and complete applicable provisions.)

- ☐ (1) By official bank draft or certified check at closing.
☐ (2) Seller Financing. By Buyer delivering a purchase money bond and mortgage to Seller at closing. This purchase money bond and mortgage shall be in the amount of \$ [REDACTED], shall be amortized over a term of [REDACTED] years and all due and payable in [REDACTED] years from the date of closing, shall bear interest at the rate of [REDACTED] % per year, and shall be paid in monthly installments of \$ [REDACTED], including principal and interest. The mortgage shall contain the statutory clauses as to payment, insurance, acceleration on default after thirty (30) calendar days, taxes, assessments, and water rates and also shall provide for late charges of two percent (2%) of any monthly payment which is not paid within fifteen (15) calendar days after it is due and for recovery of reasonable attorneys' fees if the mortgage is enforced or foreclosed or otherwise referred to an attorney for collection. The mortgage shall allow Buyer to prepay all or part of the mortgage without penalty at any time but shall also provide that the mortgage be paid in full if Buyer sells the property, unless Seller consents in writing to assumption of the mortgage debt. The balance of the purchase price will be paid at closing by official bank draft, or certified check.
☐ (3) Mortgage Assumption pursuant to the terms and conditions of the Mortgage Assumption Addendum.

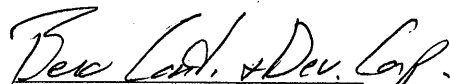
3. Contingencies. Buyer makes this offer subject to the following contingencies. If any of these contingencies are not satisfied by written notice to the other party by the dates specified (collectively, the "Contingency Deadline Dates"), then either Buyer or Seller may cancel this contract (the "Contract") by written notice to the other, provided that the applicable contingency has not otherwise been satisfied by a party after the applicable Contingency Deadline Date by written notice to the other party and prior to any date on which this Contract is cancelled. With reasonable notice, Seller agrees to allow Buyer and/or its agents access to the property for the purpose of satisfying these contingencies. (Check and complete applicable provisions.)

- ☒ (A) **Development Approvals.** This offer is contingent upon Buyer obtaining all requisite approvals from any governing body having jurisdiction for construction and/or development of the property as Single Family Home Site. Buyer is to have until May 3rd 2019 to obtain approval in final, non-appealable form, upon conditions acceptable to Buyer and Seller. Buyer and Seller agree to make joint application by Mar 20th 2019 and diligently pursue the application.
☐ (B) **Subdivision Approval.** This offer is contingent upon ☐ Buyer ☐ Seller obtaining all requisite approvals from any governing body having jurisdiction for subdivision approval of the property. Buyer and Seller agree to make joint application for subdivision approval by [REDACTED] and diligently pursue the application. The final approval, upon conditions acceptable to Buyer and Seller, shall be obtained on or before [REDACTED].
☐ (C) **Percolation, Engineering, and Subsurface Tests.** The Buyer shall have permission to enter the property for the purpose of conducting percolation, engineering and subsurface tests. If any such tests are unsatisfactory to Buyer in the sole discretion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on

Property Owner is responsible for any consultant fees
(Town Engineer, Town Attorney, etc.) Incurred during the application process.

Please note that the **Property Owner** is responsible for all consultant fees during the review of this application including legal, engineering, or other outside consultants. Applications submitted to the Town of Canandaigua Planning Board will normally receive chargeback fees of at least five hours to ten hours for planning services including intake, project review, resolution preparation, SEQR, and findings of fact. PLEASE NOTE that the number of hours will be SIGNIFICANTLY INCREASED due to incomplete applications, plans lacking detail, or repeated continuations. Subdivision applications and larger commercial or industrial projects traditionally require more hours of engineering, legal, and other consultant review and preparation and will incur higher costs. Applications for new construction may be referred to the Town Engineer for engineering review which may include at least an additional eight to twelve hours of review time. The **Property Owner** will also be responsible for legal fees for applications submitted to the Town of Canandaigua Planning Board, Zoning Board of Appeals, or the Town of Canandaigua Development Office. Fees for engineering and legal expenses traditionally range between one hundred and one hundred fifty dollars per hour. A copy of the Town's annual fee schedule is available upon request from the Development Office or the Town Clerk's Office. The **Property Owner's** signature below indicates that the **Property Owner** understands that the **Property Owner** will be responsible for all outside consultant fees incurred as a result of the submitted application, and consents to these charges. Additionally projects approved by the Town of Canandaigua Planning Board may be required to pay a parks and recreation fee as established by the Town Board (currently \$ 1,000 per unit) if required as part of the conditions of approval.


(property owner)


(property owner)

Town of Canandaigua

5440 Routes 5 & 20 West

Canandaigua, NY 14424

Phone: (585) 394-1120 / Fax: (585) 394-9476

AGRICULTURAL DATA STATEMENT

CPN #: _____

In accordance with NYS Town Law § 283-a, the Town of Canandaigua will use the following information to evaluate possible impacts that would occur on property within an agricultural district containing a farm operation or on property with boundaries within 500 feet of a farm operation.

- A. Name and Address of Property Owner: Bero Contracting + Dev.
P.O. Box 647 Canandaigua, N.Y. 14424
- B. Name and Address of Applicant: Steven M. Bero
Same Info.
- C. Description of the proposed project: See Attachments #1, #2, #3
- D. Project Location: At the End of Lake Hill Dr., Canandaigua
- E. Tax Map #: 126.00-1-59.110
- F. Is any portion of the subject property currently being farmed? ☐ Yes ☒ No
If yes, please provide name of farmer: _____
- G. List the name and address of any land owner within the agricultural district that the land contains farm operations and is located within 500 feet of the boundary of the property upon which the project is proposed.
- | Name / Address |
|--|
| 1. <u>Wyffels Farm LLC - 4065 Middle Cheshire Rd. Canandaigua NY 14424</u> |
| 2. <u>N/F LAD Enterprises - 7939 Rae Blvd., Victor - N.Y. 14564</u> |
| 3. _____ |
- H. Attach a tax map or other map showing the site of the proposed project relative to the location of farm operations identified in this Agricultural Data Statement.

