



July 14, 2017

Forest Edge Cluster Association, Inc.
348 Harris Hill Road
Williamsville, NY 14221

Dear Board of Directors:

The Charlesgate Village Association Inc. Board of Directors has directed our office, as management, to notify you that the shared sanitary sewer line has been found to have several fractured/collapsed areas and is in immediate need of replacement.

Your will be advised of the estimated cost as soon as the contractor provides a project estimation.

The Easement Agreement, dated March 4, 1997, regarding the above said sanitary sewer line is enclosed for your review.

Should you have any questions, please contact me at 204-2771 x256 or via email at dkucia@clovergroupinc.com.

Sincerely,
CHARLESGATE VILLAGE ASSOCIATION, INC.

Debra Kucia

Debra Kucia, CMCA, AMS
Operations Manager
Clover Management, Inc.

/dk

EASEMENT AGREEMENT

This Easement Agreement made the 4th day of March, 1997 by and between CHARLESGATE VILLAGE ASSOCIATION, INC. with offices at 9880 Transit Road, East Amherst, New York 14051 (hereinafter "Charlesgate") and FOREST EDGE CLUSTER ASSOCIATION, INC. with offices at P.O. Box 1643, Amherst, New York 14226 (hereinafter "Forest Edge").

WITNESSETH:

WHEREAS, Charlesgate is the owner of that certain real property shown on Maps filed in the Erie County Clerk's Office under Cover Nos. 2353, 2357 and 2362 (hereinafter the "Charlesgate Property"); and

WHEREAS, Forest Edge is the owner of that certain real property shown on a map entitled "Forest Edge Phase II, Part I" filed in the Erie County Clerk's Office under Cover No. 2695 and a map entitled "Forest Edge Phase II, Part III" filed in the Erie County Clerk's Office under Cover No. 2721 (hereinafter the "Forest Edge Property"); and

WHEREAS, there is a sewer line serving a portion of the Forest Edge Property which connects with a sewer line servicing a portion of the Charlesgate Property, such that Forest Edge and Charlesgate share a common sewer line from the north boundary of the Charlesgate Property, which line travels easterly and southerly through the Charlesgate Property to its connection with a publicly owned pumping station at or near Greenwood Drive (said common sewer line is depicted on Exhibit A attached hereto and made a part hereof and is hereinafter referred to as the "Common Sewer Line"); and

WHEREAS, Charlesgate has agreed to grant an easement to Forest Edge to use the Common Sewer Line on the terms and conditions hereinafter set forth.

NOW, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Charlesgate hereby grants to Forest Edge a perpetual easement to use the

Common Sewer Line.

2. Charlesgate agrees to maintain, repair and, if necessary, replace the Common Sewer Line and to keep it in good operating condition (all of the foregoing costs are hereinafter referred to as the "Operating Costs").

3. Forest Edge will pay 31% of the Operating Costs and Charlesgate shall pay 69% of the Operating Costs. In determining the percentage payments of the Operating Costs to be paid by the parties hereto, it is assumed that Charlesgate has 64 townhouse units utilizing the Common Sewer Line and that Forest Edge has 29 townhouse units utilizing the Common Sewer Line. Should Charlesgate and/or Forest Edge have more or less units utilizing the Common Sewer Line, then their percentages of Operating Costs shall be adjusted accordingly.

4. Forest Edge shall pay its share of the Operating Costs within thirty (30) days of its receipt of a copy of an invoice rendered by the entity who performed the repairs, maintenance and/or replacements to the Common Sewer Line.

5. In the event that Charlesgate does not make repairs, maintenance and/or replacements to the Common Sewer Line as required under this Agreement, and the failure to make the repairs has resulted or will result in situations involving potential danger to the health or safety of persons on the Forest Edge Property or in the issuance of a violation order by the New York State Department of Environmental Conservation or other governmental entity, then Forest Edge shall have the right to enter the Charlesgate Property to make necessary repairs, maintenance and/or replacements to the Common Sewer Line and Charlesgate shall pay to Forest Edge Charlesgate's share of the cost of such Operating Costs within thirty (30) days after receipt of a copy of an invoice rendered by the entity who performed the repairs, maintenance and/or replacements.

6. In the event that either Charlesgate or Forest Edge performs any repairs, maintenance or replacements to the Common Sewer Line as contemplated by this Agreement, it shall first obtain competitive bids for such work, and shall provide written

copies of said bids to the other party unless an emergency exists in which case competitive bids shall not be required.

7. Any dispute, (i.e. the necessity for having incurred any Operating Expense and/or the obligation of any party hereto to pay such Operating Expense) arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees and all costs and expenses of such arbitration proceeding from the other party. Additionally, any money due under this Agreement not paid by the due date shall bear interest at a rate of 18% per annum calculated from the date the invoice is submitted to the party for payment.

8. This agreement shall run with the real property benefit and burdened by it and shall bind and inure to the benefit of the parties, and their respective successors and assigns.

9. ~~This Agreement constitutes the entire agreement between the parties. Any~~ prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except for the extent incorporated in this Agreement.

10. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or authorized representative of each party.

11. Prior to performing any non-emergency repairs, maintenance and/or replacements to the Common Sewer Line, Charlesgate shall notify Forest Edge, c/o Progressive Real Estate Services, Inc., P.O. Box 1643, Amherst, New York 14226 or such other person or agency as Forest Edge may designate in writing to Charlesgate from time to time.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

CHARLESGATE VILLAGE ASSOCIATION, INC.

By Deborah Fox-Hahn
Deborah Fox-Hahn, President

FOREST EDGE CLUSTER ASSOCIATION, INC.

By Kathryn B. Shorey
Kathryn B. Shorey, President

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 12 day of March, 1997, before me, personally came Deborah Fox-Hahn, me known who, being by me duly sworn, did depose and say that she resides in 2 Amherst that she is the President of CHARLESGATE VILLAGE ASSOCIATION, INC., the corporation described in and which executed the within instrument; and that she signed her name thereto by order of the Board of Directors.

[Signature]
Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 4th day of March, 1997, before me, personally came Kathryn B. Shorey, me known who, being by me duly sworn, did depose and say that she resides in Amherst that she is the President of FOREST EDGE CLUSTER ASSOCIATION, INC., the corporation described in and which executed the within instrument; and that she signed her name thereto by order of the Board of Directors.

Amy S. Watroba
Notary Public

AMY S. WATROBA
Notary Public, State of New York
Commission Expires September 30, 1997
9/3/97



RECORD PLAN
 FILED FOR RECORD
 RECORDS DEPARTMENT
 TOWN OF AMHERST

APPROVED BY: [Signature]
 DATE: [Date]

APPROVED BY: [Signature]
 DATE: [Date]

PRINTED
 BY: [Name]
 DATE: [Date]

TOWN OF AMHERST
 CONSTRUCTION PLAN
 SAINTYAR SENEGS
 CHARLESGATE VILLAGE

| | | |
|-----|---------|---------------|
| NO. | DATE | DESCRIPTION |
| 1 | 10/1/01 | ORIGINAL PLAN |
| 2 | 10/1/01 | REVISION |
| 3 | 10/1/01 | REVISION |
| 4 | 10/1/01 | REVISION |
| 5 | 10/1/01 | REVISION |
| 6 | 10/1/01 | REVISION |
| 7 | 10/1/01 | REVISION |
| 8 | 10/1/01 | REVISION |
| 9 | 10/1/01 | REVISION |
| 10 | 10/1/01 | REVISION |

Common Sewer Line

Exhibit A