

**TEMPORARY EASEMENT & RIGHT OF WAY AGREEMENT
FOR INSTALLATION OF FORCE MAIN-SEWER LINE**

THIS INDENTURE made this _____ day of _____, 2025 by and between Sweet Home Central School District with offices located at 1901 Sweet Home Road, Amherst, New York 14228 the parties of the First Part (and hereinafter also known as "SHCSD") and the Town of Amherst, a municipal corporation of the State of the New York, having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, party of the Second Part (and hereinafter also known as the "Town"),

WITNESSETH:

That the SHCSD, for and in consideration of the sum of One and no more Dollars (\$1.00 and no more) lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by the party of the Second Part (hereinafter the "Town"), the receipt of which is hereby acknowledged, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND RELEASE to the said party of the Town a temporary easement and right-of-way on, over, under, through, across and along the land owned by the Sweet Home Central School District (hereinafter "SHCSD") which is further described as the "Premises" and is more fully depicted in Schedule "A" attached hereto and made a part hereof and being approximately several portions of said land with square footage areas of approximately 9.178 +/- (parcel NO. 1) and 26.399 +/- of the SHCSD Premises, for the purpose of constructing utilities, staging and the storage of equipment and supplies thereon in connection with the construction of a 24" Forcemain- sewer line. The Town shall have temporary access to the property and appurtenances as it may deem necessary or desirable, including ingress and egress with personnel, vehicles and machinery from the highway right of way and through and across the premises in and about the area (hereinafter collectively referred to as the "Temporary Easement and Right-of-Way", Temporary Easement and/or Right-of-Way areas") described as follows:

ALL THAT TRACT AND PARCEL OF LAND situate Town of Amherst, County of Erie, State of New York being part of Lot No. 74, Township No. 12, Range No. 7 of the Holland Land Company's survey, as depicted on Schedule "A" (Survey Maps) attached hereto and made a part hereof which premises is presently owned by SHCSD and is further described on Schedule "B" (legal description) and is intended to include those rights extending beyond the easement area so as to effectuate the reasonable and necessary use and purposes of the easement and right of way.

The Town shall have free ingress and egress to the above-mentioned temporary easement and right-of-way for all of the purposes of the temporary easement and right-of-way.

1. Commencement and Termination Dates. The Temporary Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the sewer line is completed. Upon the expiration of the term of the Temporary Easement and right-of-way, all of the rights and benefits of the TOWN, to and under this Agreement with respect to the Temporary Easement and the Construction activities shall automatically terminate and be of no further force and effect.

2. Reservation by SHCSD /Non-Exclusive Use. All right, title and interest in and to the Temporary Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to SHCSD, provided, however, that SHCSD shall not enact or maintain any buildings which may cause damage to or interfere with the Town's use of the Temporary Easement Area, or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to the TOWN of restoring any of the Temporary Easement Area after such installation.

3. Restoration. In the event the surface of the Temporary Easement Area is disturbed by the TOWN's exercise of any of its easement rights under this Agreement, such area shall be reasonably restored to the approximate condition in which it existed at the commencement of such activities.

4. Indemnity. Each party hereto hereby agree to release the other from, and agree that the other shall not be liable for, and agrees to indemnify, defend and hold the other (and its officers, members, directors and employees, if any) and their respective successors, assigns or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the use or operation of the easement herein granted, or (ii) all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall not apply if the aforesaid liability for loss or damage to property to or death of any and all persons is due to the willful misconduct or negligence on the part of the party seeking indemnification, their successors and assigns, (or any of its respective members, directors, officers, invitees agents or employees).

5. General Provisions.

- a. Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.
- b. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
- c. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.
- d. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.
- e. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.
- f. Prior easements. The parties each further agree that this temporary easement and right-of-way amends any prior such easement, permanent or otherwise, as relates to that portion of the land running along the SHCSD premises while not affecting, amending nor changing any other existing permanent easement and right-of-way granted to the Town.

RESERVING, HOWEVER, to the SHCSD the use of the temporary easement and right-of-way except for the erection of buildings, fences or other structures or the planting of trees or shrubs on the permanent easement of right-of-way, provided the use shall not, in the opinion of the party of the Second Part, interfere with the rights granted herein including the right **TO HAVE AND TO HOLD** the temporary easement and right-of-way herein granted unto the party of the Second Part, its successors and/or assigns, including all installation and appurtenances during the term of this Agreement;

NOW THEREFOR, the parties covenant and agree as follows:

FIRST: That the parties do, each to the other, grant such rights and responsibilities to each other as is stated hereinabove.

SECOND: That the SHCSD hereby releases the Town of Amherst from encumbrances and all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted at any time hereafter.

THIRD: The party of the Town agrees that the property of the SHCSD shall be reasonably restored to an as like condition as it existed prior to construction, storage, repair and/or reconstruction. All other maintenance including, but not limited to paving, repaving, stripping, lawn cutting, tree cutting and/or removal or the like shall be the responsibility of the SHCSD.

FOURTH: That the SHCSD does hereby covenant with the Town of Amherst that it is lawfully seized and possessed of the real property described above, that it has a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that it will forever warrant and defend the title thereto against claims of all persons whomsoever.

FIFTH: That the SHCSD will execute or procure any further necessary assurances of title to the temporary easement and right-of-way if reasonably requested by the Town.

SIXTH: That the party of the Town shall quietly enjoy the temporary easement and right-of-way.

If more than one person joins in the execution of this temporary easement and right-of-way or if the SHCSD be of the feminine sex or be a corporation, the relative words herein shall read as if written in the plural number, or in the feminine or neuter gender, as the case may be; and if more than one party joins in the execution of this instrument, the covenants and agreement hereof shall be their joint and several obligations.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF AMHERST:

SWEET HOME CENTRAL SCHOOL DISTRICT:

By: _____
Brian J. Kulpa
Supervisor

By: _____
Donald Feldman
Assistant Superintendent for Finance
& Plant Services

Approved as to Form

Approved as to Content

By: _____
Steven Floss
Superintendent of Highways

By: _____
Jeffrey S. Burroughs, P.E
Town Engineer

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

On the _____ day of March, in the year 2025, before me, the undersigned, personally appeared Brian J. Kulpa, Amherst Town Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

NOTARY PUBLIC

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

On the _____ day of March, in the year 2025, before me, the undersigned, personally appeared Donald Feldman, Assistant Superintendent, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument

NOTARY PUBLIC



MAP REFERENCE INFORMATION:

Parcel Locator Point:
Parcel No: 1
N: 1095694.40
E: 1090704.84

US State Plane 1983; Project Datum (NYS West Zone)

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

PARCEL SUMMARY:
Type EASEMENT
Portion of Tax Map
Reference No. 40.04-2-87
Town of Amherst
County of Erie
State of New York

TRUE NORTH AT THE 78°35'



MERIDIAN OF WEST LONGITUDE

1772 SWEET HOME ROAD LLC
(REPUTED OWNER)
SBL 40.04-1-30
L.11081, P.7884

AMERICAN CAMPUS DRIVE

EX. HWY.

SIDEWALK

SWEET HOME ROAD
(WIDTH VARIES)

SURVEY BASELINE
N 00°56'56" W 2936.14

0 50 100 150

-00 55+50 56+00 56+50 57+00 57+50 58+00 58+50 59+00 59+50 60+00 60+50 61+00

POINT OF BEGINNING
PARCEL No. 1
STA. BL 55+80±
54±' RIGHT

N 36°00'02" W
16±'

APPROXIMATE LOCATION OF 24" FORCEMAIN

231±'

STA. BL 58+11±
54±' RIGHT
N 88°59'28" E
9±'

STA. BL 58+18±
54±' RIGHT
S 88°59'28" W
9±'

STA. BL 60+22±
53±' RIGHT

N 43°26'24" E
29±'

STA. BL 55+67±
63±' RIGHT

M 42°55.88 S

STA. BL 55+67±
74±' RIGHT

S 01°00'32" E 475±'

TRANSFORMER ON
CONCRETE PAD
SURROUNDED BY
BOLLARDS

STA. BL 58+11±
63±' RIGHT

N 01°00'32" W
7±'

M1
P1

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

AREA=9,178± S.F.
(0.217± ACRE)

STA. BL 60+42±
73±' RIGHT

EX. HWY.

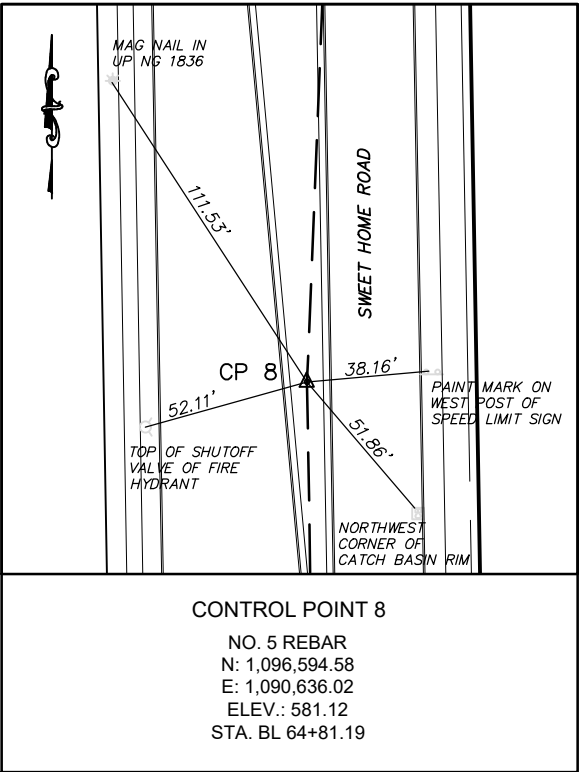
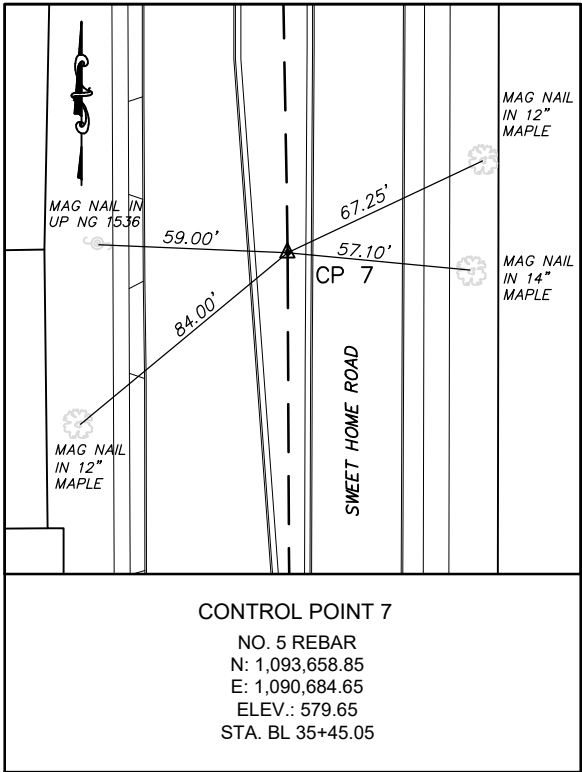
LANDS OF THE PEOPLE OF THE
STATE OF NEW YORK

FEE FEE FEE FEE FEE FEE

ERIE COUNTY
TOWN OF AMHERST

TOWN OF AMHERST
S.H. 9409 – SWEET HOME ROAD

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2



Description and map of temporary easement for Town of Amherst, which deems necessary for purposes connected with the Town of Amherst Sanitary Sewer System.

All that piece or parcel of property hereinafter designated as Parcel No. 1, situate in the Town of Amherst, County of Erie, State of New York, being part of Lot No. 74, Township 12, Range 7 of the Holland Land Company's Survey, as shown on the accompanying map and described as follows:

PARCEL No. 1

Beginning at a point on the easterly highway boundary of Sweet Home Road (Width Varies), said point being 54± feet distant easterly measured at right angles from Station BL 55+80± of the hereinafter described Survey Baseline; thence northerly along said highway boundary of Sweet Home Road, 231± feet to a point, said point being 54± feet distant easterly measured at right angles from Station BL 58+11± of said baseline; thence North 88° 59' 28" East along the easterly highway boundary of Sweet Home Road, 9± feet to a point, said point being 63± feet distant easterly measured at right angles from Station BL 58+11± of said baseline; thence North 01° 00' 32" West along the easterly highway boundary of Sweet Home Road, 7± feet to a point, said point being 63± feet distant easterly measured at right angles from Station BL 58+18± of said baseline; thence North 88° 59' 28" West along the easterly highway boundary of Sweet Home Road, 9± feet to a point, said point being 54± feet distant easterly measured at right angles from Station BL 58+18± of said baseline; thence continuing northerly along the easterly highway boundary of Sweet Home Road, 204± feet to a point, said point being 53± feet distant easterly measured at right angles to Station BL 60+22± of said baseline; thence North 43° 26' 24" East, 29± feet to a point, said point being 73± distant easterly measured at right angles to Station BL 60+42± of said baseline; thence South 01° 00' 32" East, 475± feet to a point on the north line of lands acquired by The People of the State of New York Under the Present Jurisdiction of The State University of New York by New York State Department of Transportation Transfer of Jurisdiction Map 225-T, Parcel 226, said point being 74± feet distant easterly measured at right angles to Station BL 55+67± of said baseline; thence S 88° 59' 27" West along said north line, 11± feet to a point, said point being 63± feet distant easterly measured at right angles from Station BL 55+67± of said baseline; thence North 36° 00' 02" West along said north line, 16± feet to the point or place of beginning, being 9,178 square feet or 0.217 acres, more or less.

The portion of the above mentioned Survey Baseline, as shown on the accompanying map, is described as follows:: Beginning at Survey Control Point 7, said point being Station BL 35+45.05; thence North 00° 56' 56" West, 2936.14 feet to Survey Control Point 8, said point being Station BL 64+81.19 of said baseline.

All bearings referred to True North at the 78°35'00" Meridian of West Longitude.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

TOWN OF AMHERST ENGINEERING DEPARTMENT
SEWER MAINTENANCE DIVISION
DESCRIPTION AND MAP FOR A TEMPORARY EASEMENT

ERIE COUNTY
TOWN OF AMHERST

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2

TOTAL AREA = 9,178± SQ. FT.
(0.217± ACRES)

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.



DATE _____

MARK J. ANDREWS LAND SURVEYOR
P.L.S. License No. 50455
For: Greenman & Petersen, Inc.

ERIE COUNTY
TOWN OF AMHERST

TOWN OF AMHERST
S.H. 9409 – SWEET HOME ROAD

MAP NO. 2
PARCEL NO. 2
SHEET 1 OF 4

MAP REFERENCE INFORMATION:

Parcel Locator Point:
Parcel No: 2
N: 1096252.05
E: 1090695.03

US State Plane 1983; Project Datum (NYS West Zone)

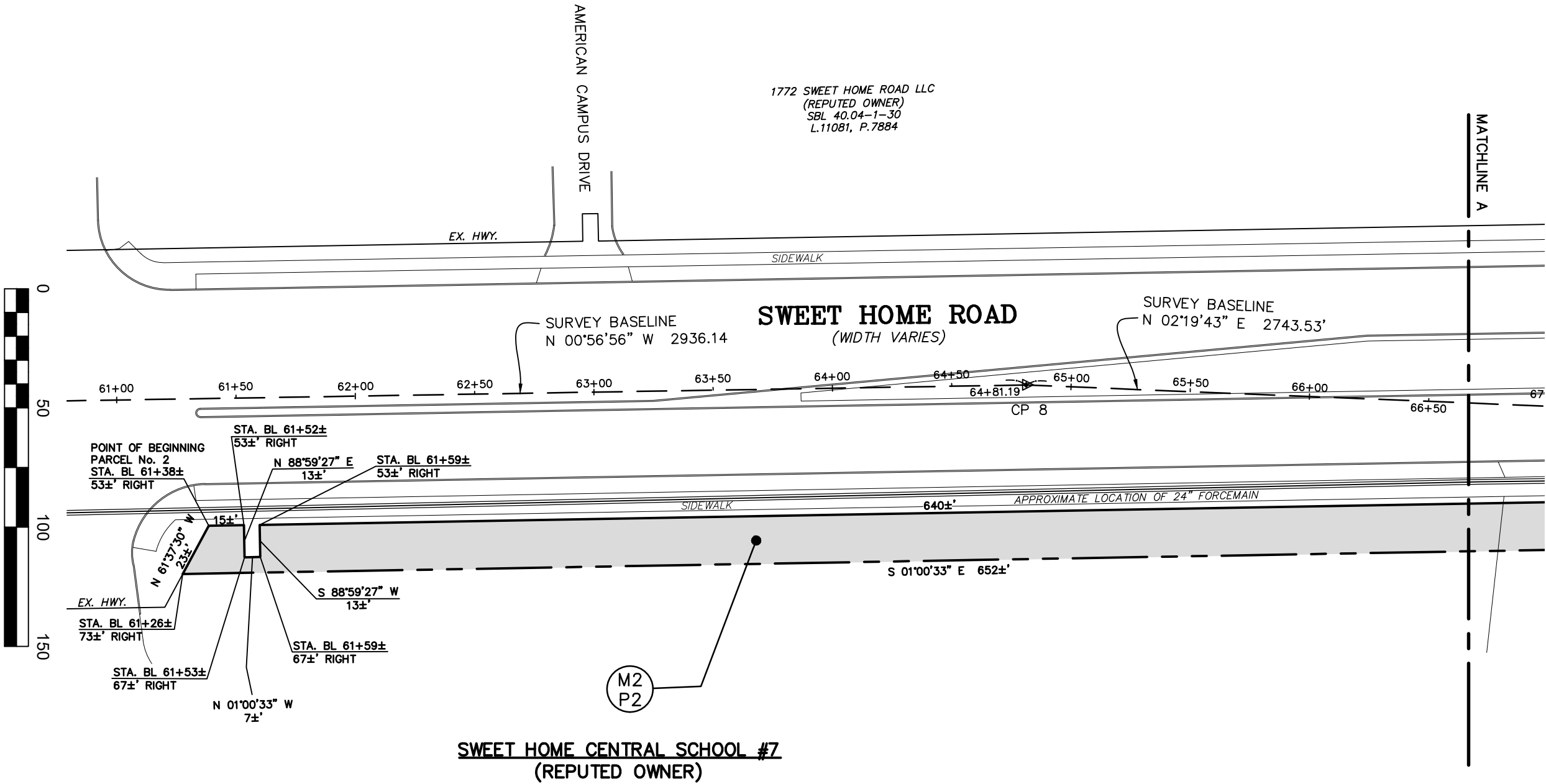
SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

PARCEL SUMMARY:
Type EASEMENT
Portion of Tax Map
Reference No. 40.04-2-87
Town of Amherst
County of Erie
State of New York

TRUE NORTH AT THE 78°35'

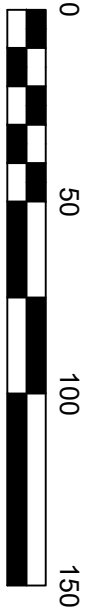


MERIDIAN OF WEST LONGITUDE



AREA=26,399± S.F.
(0.606± ACRE)

SCALE 1" = 50'



ERIE COUNTY
TOWN OF AMHERST

TOWN OF AMHERST
S.H. 9409 – SWEET HOME ROAD

MAP NO. 2
PARCEL NO. 2
SHEET 2 OF 4

MAP REFERENCE INFORMATION:

Parcel Locator Point:
Parcel No: 2
N: 1096252.05
E: 1090695.03

US State Plane 1983; Project Datum (NYS West Zone)

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

PARCEL SUMMARY:
Type EASEMENT
Portion of Tax Map
Reference No. 40.04-2-87
Town of Amherst
County of Erie
State of New York

TRUE NORTH AT THE 78°35'



MERIDIAN OF WEST LONGITUDE

CLOVER COMMUNITIES SWEETHOME LLC
(REPUTED OWNER)
SBL 40.04-2-88.1
L.11232, P.9486

1772 SWEET HOME ROAD LLC
(REPUTED OWNER)
SBL 40.04-1-30
L.11081, P.7884

EX. HWY.

MATCHLINE B

MATCHLINE A

SWEET HOME ROAD
(WIDTH VARIES)

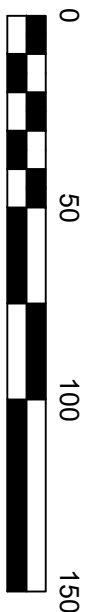
SURVEY BASELINE
N 02°19'43" E 2743.53'

APROXIMATE LOCATION OF 24" FORCEMAIN

M2
P2

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

AREA=26,399± S.F.
(0.606± ACRE)



SCALE 1" = 50'

PREPARED BY K. SCHWERTFAGER CHECKED BY M. ANDREWS FINAL CHECK BY

MAP REFERENCE INFORMATION:

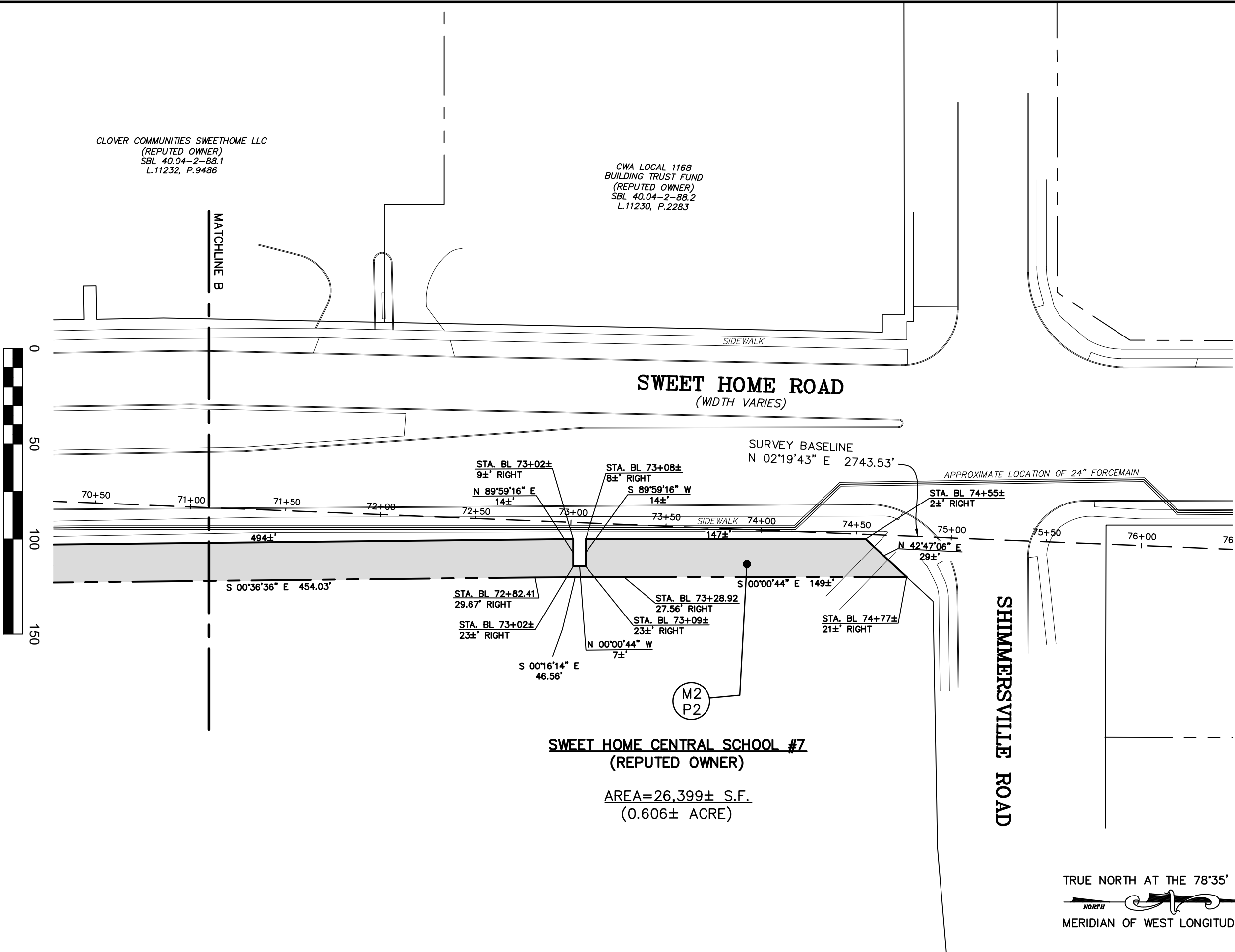
Parcel Locator Point:
Parcel No: 2
N: 1096252.05
E: 1090695.03

US State Plane 1983; Project Datum (NYS West Zone)

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

PARCEL SUMMARY:
Type EASEMENT
Portion of Tax Map
Reference No. 40.04-2-87
Town of Amherst
County of Erie
State of New York

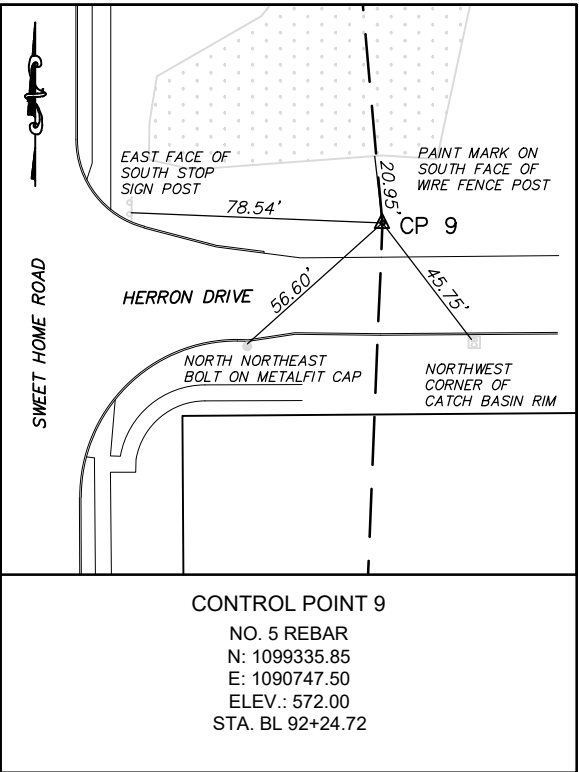
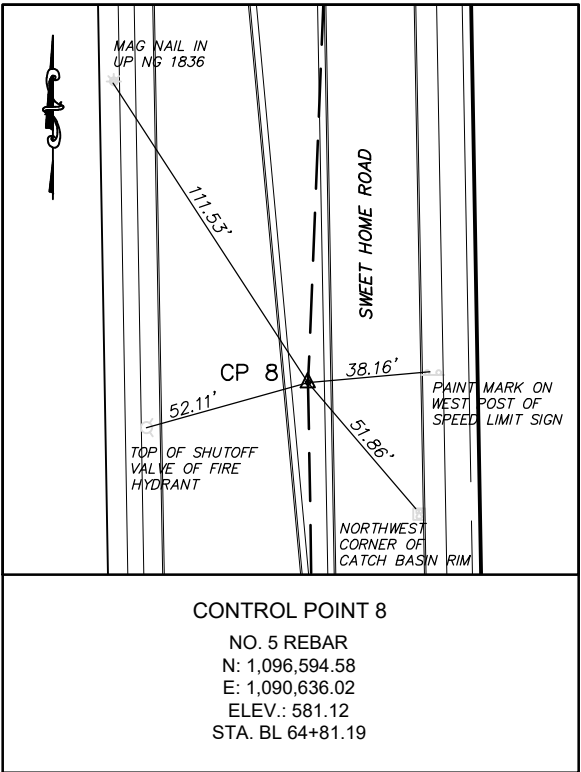
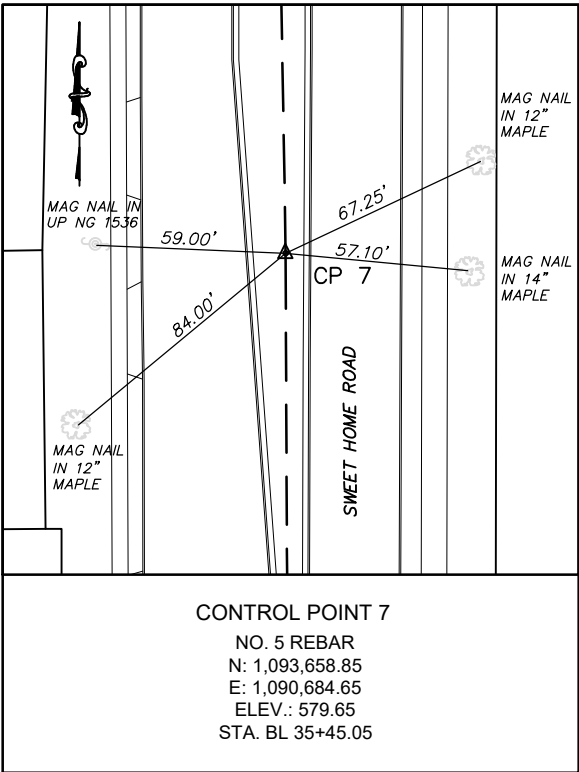
TRUE NORTH AT THE 78°35'
NORTH
MERIDIAN OF WEST LONGITUDE



ERIE COUNTY
TOWN OF AMHERST

TOWN OF AMHERST
S.H. 9409 – SWEET HOME ROAD

MAP NO. 2
PARCEL NO. 2
SHEET 4 OF 4



Description and map of temporary easement for Town of Amherst, which deems necessary for purposes connected with the Town of Amherst Sanitary Sewer System.

All that piece or parcel of property hereinafter designated as Parcel No. 2, situate in the Town of Amherst, County of Erie, State of New York, being part of Lot No. 74, Township 12, Range 7 of the Holland Land Company's Survey, as shown on the accompanying map and described as follows:

PARCEL No. 2

Beginning at a point on the easterly highway boundary of Sweet Home Road (Width Varies), said point being 53± feet distant easterly measured at right angles from Station BL 61+38± of the hereinafter described Survey Baseline; thence northerly along said highway boundary of Sweet Home Road, 15± feet to a point, said point being 53± feet distant easterly measured at right angles from Station BL 61+52± of said baseline; thence North 88° 59' 27" East along the easterly highway boundary of Sweet Home Road, 13± feet to a point, said point being 67± feet distant easterly measured at right angles from Station BL 61+53± of said baseline; thence North 01° 00' 33" West along the easterly highway boundary of Sweet Home Road, 7± feet to a point, said point being 67± feet distant easterly measured at right angles from Station BL 61+59± of said baseline; thence South 88° 59' 27" West along the easterly highway boundary of Sweet Home Road, 13± feet to a point, said point being 53± feet distant easterly measured at right angles from Station BL 61+59± of said baseline; thence continuing northerly along the easterly highway boundary of Sweet Home Road, 640± feet to a point, said point being 34± feet distant easterly measured at right angles from Station BL 68+01± of said baseline; thence North 88° 59' 27" East along the easterly highway boundary of Sweet Home Road, 9± feet to a point, said point being 43± distant easterly measured at right angles from Station 68+02± of said baseline; thence North 00° 00' 00" West along the easterly highway boundary of Sweet Home Road, 7± feet to a point, said point being 43± distant easterly measured at right angles to Station BL 68+08± of said baseline; thence South 89° 00' 14" West along the easterly highway boundary of Sweet Home Road, 9± feet to a point, said point being 34± feet distant easterly measured at right angles to Station BL 68+08± of said baseline; thence northerly along the easterly highway boundary of Sweet Home Road, 494± feet to a point, said point being 9± feet distant easterly measured at right angles from Station BL 73+02± of said baseline; thence North 89° 59' 16" East along the easterly highway boundary of Sweet Home Road, 14± feet to a point, said point being 23± feet distant easterly measured at right angles from Station BL 73+02± of said baseline; thence North 00° 00' 44" West along the easterly highway boundary of Sweet Home Road, 7± feet to a point, said point being 23± feet distant easterly measured at right angles from Station BL 73+09± of said baseline; thence South 89° 59' 16" West along the easterly highway boundary of Sweet Home Road, 14± feet to a point, said point being 8± feet distant easterly measured at right angles from Station BL 73+08± of said baseline; thence northerly along the easterly highway boundary of Sweet Home Road, 147± feet to a point on the northwest line of lands of Sweet Home Central School #7 by deed recorded in the Erie County Clerk's Office in Liber 5404 of Deeds, said point being 2± distant easterly measured at right angles from Station BL 74+55± of said baseline; thence North 42° 47' 06" East along said northwest line, 29± feet to a point, said point being 21± feet distant easterly measured at right angles from Station BL 74+77± of said baseline; thence through the lands of Sweet Home Central School #7 by aforesaid deed the following five (5) courses and distances: (1) South 00° 00' 44" East, 149± to a point, said point being 27.56 feet distant easterly measured at right angles from Station BL 73+09± of said baseline; thence (2) South 00° 16' 14" East, 46.56 feet to a point, said point being 29.67 feet distant easterly measured at right angles from Station BL 72+82.46 of said baseline; thence (3) South 00° 36' 36" East, 454.03 feet to a point, said point being 52.95 feet distant measured easterly from Station BL 68+28.98 of said baseline, thence (4) South 00° 50' 14" East, 46.56 feet to a point, said point being 55.52 feet distant easterly measured at right angles from Station BL 67+82.50 of said baseline; thence (5) South 01° 00' 33" East, 652± feet to a point, said point being 73± feet distant easterly measured at right angles from Station BL 61+26± of said baseline; thence North 61° 37' 30" West, 23± feet to the point or place of beginning, being 26,399 square feet or 0.606 acres, more or less.

The portion of the above mentioned Survey Baseline, as shown on the accompanying map, is described as follows: Beginning at Survey Control Point 7, said point being Station BL 35+45.05 of said baseline; thence North 00° 56' 56" West, 2936.14 feet to Survey Control Point 8, said point being Station BL 64+81.19 of said baseline; thence North 02° 19' 43" East, 2743.53 feet to Survey Control Point 9, said point being Station BL 92+24.72 of said baseline.

All bearings referred to True North at the 78°35'00" Meridian of West Longitude.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

TOWN OF AMHERST ENGINEERING DEPARTMENT
SEWER MAINTENANCE DIVISION
DESCRIPTION AND MAP FOR A TEMPORARY EASEMENT

ERIE COUNTY
TOWN OF AMHERST

MAP NO. 2
PARCEL NO. 2
SHEET 4 OF 4

SWEET HOME CENTRAL SCHOOL #7
(REPUTED OWNER)

TOTAL AREA = 26,399± SQ. FT.
(0.606± ACRES)

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.



DATE _____

MARK J. ANDREWS LAND SURVEYOR
P.L.S. License No. 50455
For: Greenman & Petersen, Inc.