

Return to Box 460  
Hopkins Sorgi & McCarthy PLLC  
Attn: Sean W. Hopkins, Esq.

### **NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT**

**THIS NON-EXCLUSIVE ACCESS EASEMENT** (“*Easement Agreement*”) dated \_\_\_\_\_, 2025 is being entered into by **1692 MAPLE ROAD LLC**, a New York limited liability company with an address located at 100 College Parkway, Suite 100, Williamsville, NY 14221 and \_\_\_\_\_, with an address located \_\_\_\_\_.

**WHEREAS**, **1692 MAPLE ROAD LLC** is the owner of real property located in the Town of Amherst consisting of 1692 Maple Road (SBL No. 56.19-1-1) that is hereinafter referred to as “*Parcel 1*” as more particularly described in the metes and bounds legal description attached as **Schedule “1”**.

**WHEREAS**, \_\_\_\_\_ is the owner of real property located in the Town of Amherst consisting of 1700 Maple Road (SBL No. 56.19-1-2) that is hereinafter referred to as “*Parcel 2*” as more particularly described in the metes and bounds legal description attached as **Schedule “2”**.

**WHEREAS**, on \_\_\_\_\_, 2025, the Town of Amherst Planning Board (“*Planning Board*”) granted Site Plan Approval for the development of Parcel 1 as an ambulatory surgery center project as on the Site Plan [Drawing C-100] prepared by Carmina Wood Design (“*Project*”).

**WHEREAS**, pursuant the Site Plan approved by the Planning Board for the Project depicts a potential future internal driveway connection between Parcel 1 and Parcel 2 that will benefit both of these parcels.

**WHEREAS**, the location of the internal driveway connection between Parcel 1 and Parcel 2 and the real property subject to terms conditions of this Easement Agreement (the “*Easement Area*”) is depicted on the attached “**Schedule 3**” [Drawing E-100 – Date: 07/30/25] prepared by Carmina Wood Design.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant is establishing easements with respect to Parcel 1 and Parcel 2 subject to the terms and conditions contained below.

#### **SECTION 1: EASEMENT BENEFITTING PARCEL 1:**

**Section 1.1:** Non-Exclusive Access Easement on Parcel 2. The Owner of Parcel 1 and its lessee(s) and the lessees(s)’ agents, clients, contractor and subcontractors, customers and employees, invitees and licensees shall have the non-exclusive right to utilize the internal driveway located on Parcel 2 for purposes of ingress and egress by motor vehicles traveling to and from Parcel 1.

#### **SECTION 2: EASEMENT BENEFITTING PARCEL 2:**

**Section 2.1:** Non-Exclusive Access Easement on Parcel 1. The Owner of Parcel 2 and its lessee(s) and the lessees(s)’ agents, clients, contractor and subcontractors, employees, customers, invitees and licensees shall have the non-exclusive right to utilize the internal driveway

connection to Parcel 1 for purpose of vehicular access to Youngs Road for purposes of ingress and egress by motor vehicles traveling to and from Parcel 2.

### **SECTION 3: TERM.**

**Section 3.1:** This Easement Agreement and the non-exclusive access easement and the rights created hereby shall be perpetual to the extent permitted by law.

### **SECTION 4: AMENDMENT, MODIFICATION OR TERMINATION.**

**Section 4.1.** This Declaration shall not be altered, modified or eliminated in any way that would have a material adverse effect on access rights or parking rights between the Parcels comprising the Project Site except by a majority vote of the Planning Board or the requisite approval of the municipal board or department(s) of the Town of Amherst having jurisdiction to approve the amendment, modification or termination of the non-exclusive reciprocal access easements established pursuant to Section 1 and Section 2.

### **SECTION 5: EFFECT OF INSTRUMENT.**

**Section 5.1: Mortgage Subordination.** Any mortgage or deed of trust hereafter affecting Parcel 1 or Parcel 2 shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and condition contained in this Declaration.

**Section 5.2: Non-Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Parcel 1 or Parcel 2 to the general public or for any public use or purpose whatsoever, it being the intention of the Declarant and its successors and assigns and that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Declaration.

### **SECTION 6: MISCELLANEOUS.**

**Section 6.1:** The non-exclusive access easements established pursuant to the terms and conditions contained in this Declaration shall in all respects run with the land and shall be binding upon the owners of Parcel 1 and Parcel 2 and their respective successors and assigns.

**Section 6.2:** If any provision of this Declaration, or portion thereof, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration shall not be affected thereby.

**Section 6.3:** This Declaration shall be construed in accordance with the laws of the State of New York.

**Section 6.4:** The section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

**Section 6.5: No Parking Rights Established.** The terms and conditions of this Easement Agreement do not include the right of either party to utilize parking not located on the property owned by the relevant party.

DRAFT

**IN WITNESS WHEREOF**, the parties have duly executed this Declaration of Easements as of the day and year it has been executed by the Declarant.

**1692 MAPLE ROAD LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADD NAME OF OWNER OF PARCEL 2**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK

)  
:SS.

COUNTY OF ERIE

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said State, 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 whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for said State, 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 whom the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## **SCHEDULE 1**

### **Legal Description of 1692 Maple Road:**

Part of Lot No. 92, Township 12, Range 7, Sublot No. 1, under Map Cover No. 1851 [110' x 379.82'].

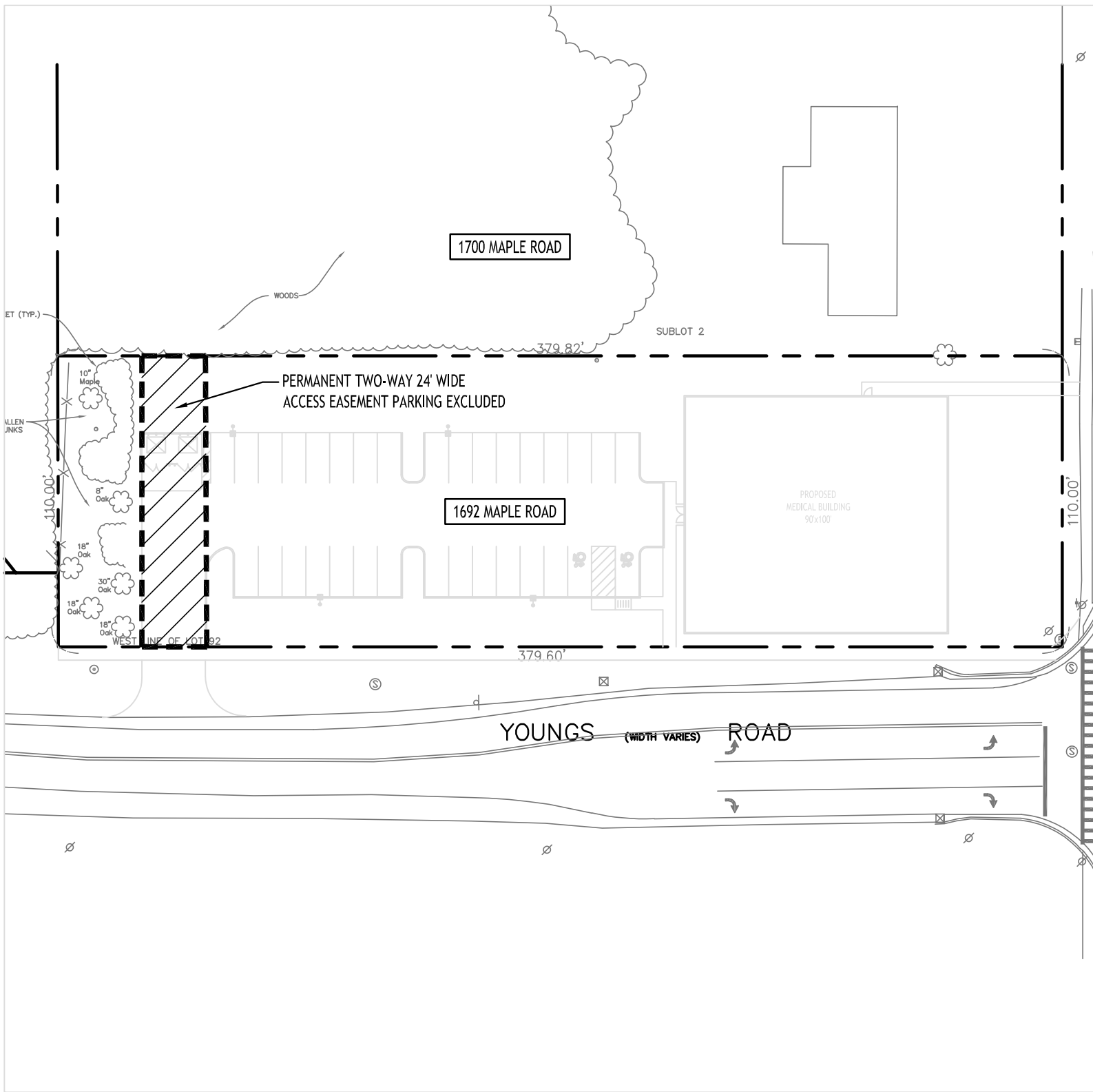
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**SCHEDULE 2**

**Legal Description of 1700 Maple Road:**

**TO BE INSERTED**

DRAFT



**CARMINAWOOD**  
**DESIGN**

Buffalo | Utica | Greensboro

PROJECT NAME:  
Proposed Medical Building

ADDRESS:  
1692 Maple Road  
Amherst, NY

DATE:  
7/30/25

DRAWN BY:  
P. Sheedy

PROJECT NO:  
24-4153

DRAWING NAME:  
Schedule 3

DRAWING NO.

**E-100**