

TOWN OF HAMBURG

PLANNING BOARD MINUTES

APRIL 21, 1986

A Special Planning Board meeting was held in the Recreation room of Hamburg Town Hall for the purpose of working out a viable solution for the B&F Development site plan to be located on McKinley Parkway.

The following Planning Board members were in attendance: Chairman G. Gerald Valgora, Messrs. Cary, Crandall, Danyluk, and Mrs. Saunders. Others present included the Hamburg Town Board, Atty. Jay Pohlman, and Norm Ryan.

Mr. Walsh presented the reciprocal agreement that has been drawn up for all property owners along that stretch. (See Attachment)

Motion was made by Mr. Cary to approve the site plan showing the driveway 5' from the north property line extending southward for a total of 65' showing parallel ingress and egress and subject to agreement on the parallel driveway connecting properties to the north and subject to agreement on the reciprocal agreement proposal, seconded by Mr. Crandall.

ROLL CALL:

Voting in favor of the
motion - Mr. Cary
Mrs. Saunders
Mr. Crandall

Voting in opposition:

Mr. Danyluk
G. Gerald Valgora

Four votes are needed for approval. Motion was defeated.

Chairman Valgora noted that he would like to see a revised site plan reflecting the required changes for submission to the Planning Board.

Respectfully submitted,

George Danyluk
George Danyluk, Secretary
Planning Board

Next Meeting Date: April 30th, 1986 - 7:00 P.M.

MEMORANDUM OF AGREEMENT

The undersigned, being owners of lands situate in the Town of Hamburg, County of Erie and State of New York, being part of Lot No. Fifty-six (56), Township Nine (9), Range Seven (7) of the Holland Land Company's Survey and further distinguished as subdivisions lots 71, 72, 73, 74, 75, 76 and 77, as shown on Map filed in Erie County Clerk's office under Cover No. 925, do hereby agree as follows:

1. That the above-described lands are subject to this agreement and this agreement shall run with the land.

2. That all buildings and other structures, other than a roof over a common sidewalk, shall be set back ninety (90) feet west of and parallel to the west line of McKinley Parkway, except buildings located on subdivision lot 71, which shall be set back eighty-five (85) feet west of and parallel to the west line of McKinley Parkway.

3. That the set-back areas shall be developed by each land owner as follows:

- (a) Ten (10) feet of landscaped green area along the west line of McKinley Parkway.
- (b) Twenty (20) feet of common parking.

(c) Thirty (30) feet for a north/south common driveway.

(d) Twenty (20) feet of common parking.

(e) Ten (10) feet of common pedestrian sidewalk.

The owner of subdivision lot No. 71 shall be entitled to reduce the width of (d) and (e) to adjust for his narrow lot.

4. That common driveways shall be located as follows:

(a) For ingress and egress to McKinley Parkway at the division line of sublots 72 and 73.

(b) For ingress and egress to McKinley Parkway at the division line of sublots 75 and 76.

(c) For ingress and egress to Burke Parkway at the west line of subdivision lot 72.

(d) For ingress and egress to E. Highland Parkway at the south line of subdivision lot 71.

(e) The common 30 foot wide north/south driveway shall be constructed from the north line of Subdivision lot 77 to the north line of E. Highland Parkway and shall be parallel to McKinley Parkway.

(f) A common 30 foot wide east/west driveway shall be constructed along the south line of Subdivision lot 72 from the east line of Burke Parkway to the west line of the common 30 foot

north/south driveway.

5. That each landowner shall cause any such driveway, parking area, sidewalk and green area located upon his/her land to be constructed upon his/her land when his/her land is first developed for commercial use, and such owner shall pay the cost thereof. Such construction shall be in accordance with specifications approved by the Town of Hamburg. Upon completion of construction, the driveway, parking area, sidewalk and green area so constructed shall become a common area for use by each owner who is a party to this agreement and who has developed his/her property for commercial use.

To facilitate construction and development, the first developer to install a driveway for ingress and egress to McKinley Parkway at the division line of subdivision lots 72 and 73, and the division line of subdivision lots 75 and 76 shall construct a 30 foot driveway upon his/her lands abutting said division line for ingress and egress to McKinley Parkway. When the next owner develops the abutting property, he/she shall construct a 20 foot driveway on his/her property together with a 5 foot driveway divider, two and one-half feet of which shall be located on each abutting subdivision lot. Upon completion of this construction the south side of the driveway shall be two lanes for egress only and the north side of the driveway shall be two lanes for ingress only.

6. That after construction of each driveway, parking area, sidewalk and green area has been completed, all owners of land who are parties to this agreement and who have developed their lands for commercial use shall bear a proportionate share of the cost of maintenance, repair and snow removal for all completed common driveways, parking lots, sidewalks and common landscaped areas.

7. That the rear portion of each subdivision lot, except subdivision lot 71, shall be used for common parking, snow removal storage, ingress and egress to the rear of each store, and for a common fire/emergency lane along the rear of each building. Each property owner shall provide enough parking on his/her land to meet the Hamburg Town Code requirements. After the parking area has been completed by each owner, it shall then become a common parking area for the owners of all lands that have been developed for commercial use and the cost of maintenance, repair and snow removal shall be paid and apportioned as provided in paragraph 6. No property owner shall install any fence or other hindrance to prevent ingress and egress from his/her rear parking area to any other rear parking area. All snow storage shall be at the rear of the common parking area and all employee parking shall be at the rear of each common parking area on each owner's land. No employee

parking shall be permitted in the common front parking area along McKinley Parkway.

8. That all common parking areas, front and rear, sidewalks, and driveways shall be lighted in accordance with standards established by the Town of Hamburg Planning Board and/or as agreed upon by all property owners. The cost of lighting, after the original installation by each property owner on his/her property, shall become a common charge and apportioned in the same manner as provided in paragraph 6 for maintenance and repairs, amongst the property owners or as otherwise agreed upon by the property owners.

9. That the property owners agree to negotiate in good faith on all other matters that will be in the best interests of a unified development.

10. That the common driveways and parking areas may be used by any person shopping, visiting and/or doing business with any of the commercial businesses or their owners. The control of traffic, both pedestrian and automobile (vehicular) over the common driveways and walkways shall be under the joint control of all landowners who have developed their property for commercial use, with the restriction that no construction vehicles of any kind nor any other heavyweight vehicles other

than snow plows servicing the common areas and/or vehicles making deliveries to any of the commercial business, shall be allowed to use the common driveways and/or parking areas. No parking shall be permitted in the common driveways at any time. Control of parking and traffic shall be under uniform rules and regulations agreed by each property owner who has developed his/her property for commercial use and shall be enforced by the property owner upon whose land the common areas are located and/or by the Town of Hamburg police. Such police enforcement is hereby agreed to by each property owner.

11. That each property owner who has not developed his/her property for commercial use shall permit the rear portion of his/her property to be used by any property owner who has developed his/her property for commercial use for the storage of snow removal from the common parking area or driveways.

12. This agreement may not be changed or terminated orally. The covenants and agreements aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

