

Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6754
Fax (716) 439-6605

May 23, 2025

Megan Brewer

REGULAR MEETING

Please be advised that there will be three (3) items on the agenda for the June 2, 2025 Planning Board meeting at 5:00 p.m.

1. Second Niagara, LLC. 616 West Avenue. Request for a minor subdivision to subdivide a 272' x 192' section of the parcel situated in a GI Zone.
2. The Chapel at Crosspoint. 2 Locks Plaza. Request to alter the exterior soffit and install vertical metal & vinyl panels situated in a MU-D Zone.
3. David Blackley. 697 East Avenue. Request for a Special Use Permit to raise and maintain six hens and a coop situated in a LDR Zone.

***IF YOU CANNOT ATTEND THIS MEETING, PLEASE CONTACT MEGAN AT 439-6754 or mbrewer@lockportny.gov ***

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Lock City Center PHONE: 716-631-2636
NAME OF APPLICANT: Steve Jenison PHONE: 716-572-9262
EMAIL ADDRESS: sjenison@thechapel.com
ADDRESS OR LOCATION OF PROPOSAL: 2 Lock St. Lockport NY 14094
SIZE OF PARCEL OR STRUCTURE: approx. 3200 sq ft
EXISTING ZONING: —

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review _____ Special Use Permit _____ Home Occupation _____
Alteration to existing building ✓ Rezoning _____ Other _____

PROPOSED REQUEST

See attached

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: () Type I, () Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, () no; a copy of this determination is attached () yes, () no.

PROPERTY OWNER'S SIGNATURE Steve Jones for the Chapel

APPLICANT'S SIGNATURE Steve Jones

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

Site Plan review- \$25

Special Use Permit- \$100 application, \$50 yearly renewal

Home Occupation- \$100 application, \$50 yearly renewal

Alteration to existing building- \$25

Rezoning- \$100 or \$50 per half acre (whichever is greater)

Subdivision request- \$200

Lock City Center c/o The Chapel

Steve Jenison 716-572-9262

Planning Board Application

Proposed Request Attachment

We ask to continue updating the exterior of the Lock City Center previously Friendly's. Lower vertical service surfaces are painted white. Upper vertical and horizontal surfaces are being resurfaced with black steel soffit panels and vinyl soffit panels. I have been informed as part of this process that vinyl is not allowed within the city. As the vinyl is 8 feet or more above the ground and horizontal it is safe from damage and fading. We are hopeful The board will allow an exemption to help mitigate the cost of the project.



Lack City Center do The Chapel

Steve Jenison 716-572-9262

Planning Board Application

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

716-445-8189

NAME OF PROPERTY: 616 West Avenue, Lockport, New York PHONE: _____

NAME OF APPLICANT: Second Niagara, LLC and Robert Soemann PHONE: _____

ADDRESS OR LOCATION OF PROPOSAL: 616 West Avenue, Lockport, New York

SIZE OF PARCEL OR STRUCTURE: 8.89 acres

EXISTING ZONING: Multi-Use Commercial

PROPOSED REQUEST Minor subdivision

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal. See Schedule 1
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: () Type I, (X) Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, (X) no; a copy of this determination is attached () yes, (X) no.

PROPERTY OWNER'S SIGNATURE _____

APPLICANT'S SIGNATURE _____

**PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT
AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.**

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

716-445-8189

NAME OF PROPERTY: 616 West Avenue, Lockport, New York PHONE: _____

NAME OF APPLICANT: Second Niagara, LLC and Robert Soemann PHONE: _____

ADDRESS OR LOCATION OF PROPOSAL: 616 West Avenue, Lockport, New York

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REQUIRED ENCLOSURES:

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1. Adequate description of proposal. See Schedule 1
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SEQRA:

This proposal constitutes a: () Type I, (X) Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, (X) no; a copy of this determination is attached () yes, (X) no.

PROPERTY OWNER'S SIGNATURE _____

APPLICANT'S SIGNATURE _____

**PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT
AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.**

Schedule 1

This Schedule 1 supplements the request for a minor subdivision and parcel split of 616 West Avenue, Lockport, New York and having Tax Map Number 108.19-1-28 (the "Property"). The Property is depicted on Exhibit A attached hereto and incorporated herein by reference. This request is being made by Second Niagara, LLC, the owner of the Property, and Robert Soemann, the contract purchaser of the Northern Parcel (as hereinafter defined).

There are currently two different uses of the Property. The northern portion of the Property (the "Northern Parcel") is used as a multi-use commercial property, with a single building consisting of a restaurant, office space and residential unit. The southern portion of the Property (the "Southern Parcel") is used as a self-storage facility and automotive service center. The intent is to split the Property into two (2) parcels consistent with its current use. Accordingly, the Northern Parcel is shown on Exhibit B-1, and the Southern Parcel (which is the remainder of the Property which does not constitute the Northern Parcel) is shown on Exhibit B-2.

The Property owner understands that, as a result of the Property split, the Southern Parcel will be landlocked with no direct access to West Avenue. There are existing access rights over the Northern Parcel and benefiting the Southern Parcel (pursuant to a deed recorded in Liber 598 of Deeds at page 79, a deed recorded in Liber 1030 of Deeds at page 541, and a deed recorded in Liber 1108 of Deeds at page 558). Nonetheless, an additional easement (along the westerly and easterly boundaries of the Northern Parcel) will be recorded granting the Southern Parcel an ingress and egress easement to and from the Southern Parcel and West Avenue, together with a utility easement for the benefit of the Southern Parcel. The draft of the additional easement is attached hereto as Exhibit C.

This request is being made so that the owner of the Property (which operates the self storage facility on the Southern Parcel) can transfer fee ownership of the Northern Parcel. No changes will be made to the use of the Property, or any improvements on the Property, as a result of this minor subdivision.



NOTE: THIS SURVEY WAS PREPARED WITHOUT THE
BENEFIT OF A CURRENT ABSTRACT OF TITLE.

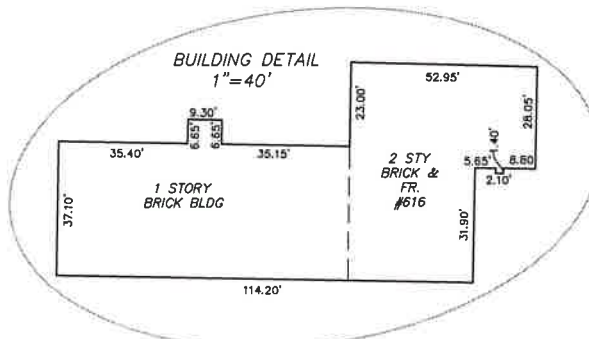
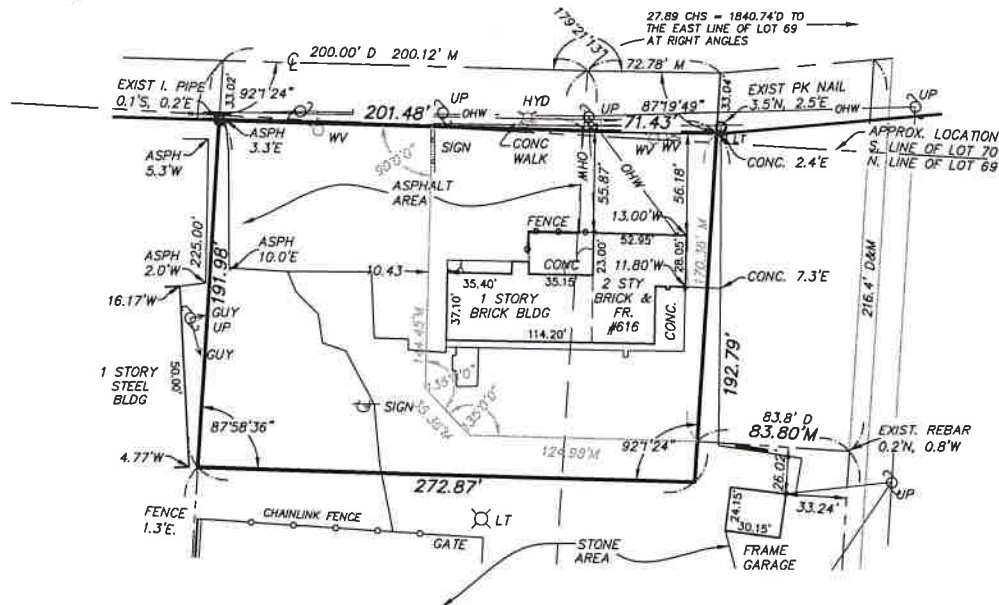
NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS
DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2
OF THE NEW YORK STATE EDUCATION LAW.

● SET OR EX. 5/8" REBAR
OR AS NOTED

Exhibit B-1



WEST (66' WIDE) AVENUE



SURVEY OF
PART OF LOTS 69 & 70, TOWNSHIP 14, RANGE 7
HOLLAND LAND COMPANY
CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK

DATE	REVISION/TYPE

GPI

GPI ENGINEERING, LANDSCAPE
ARCHITECTURE & SURVEYING, LLP

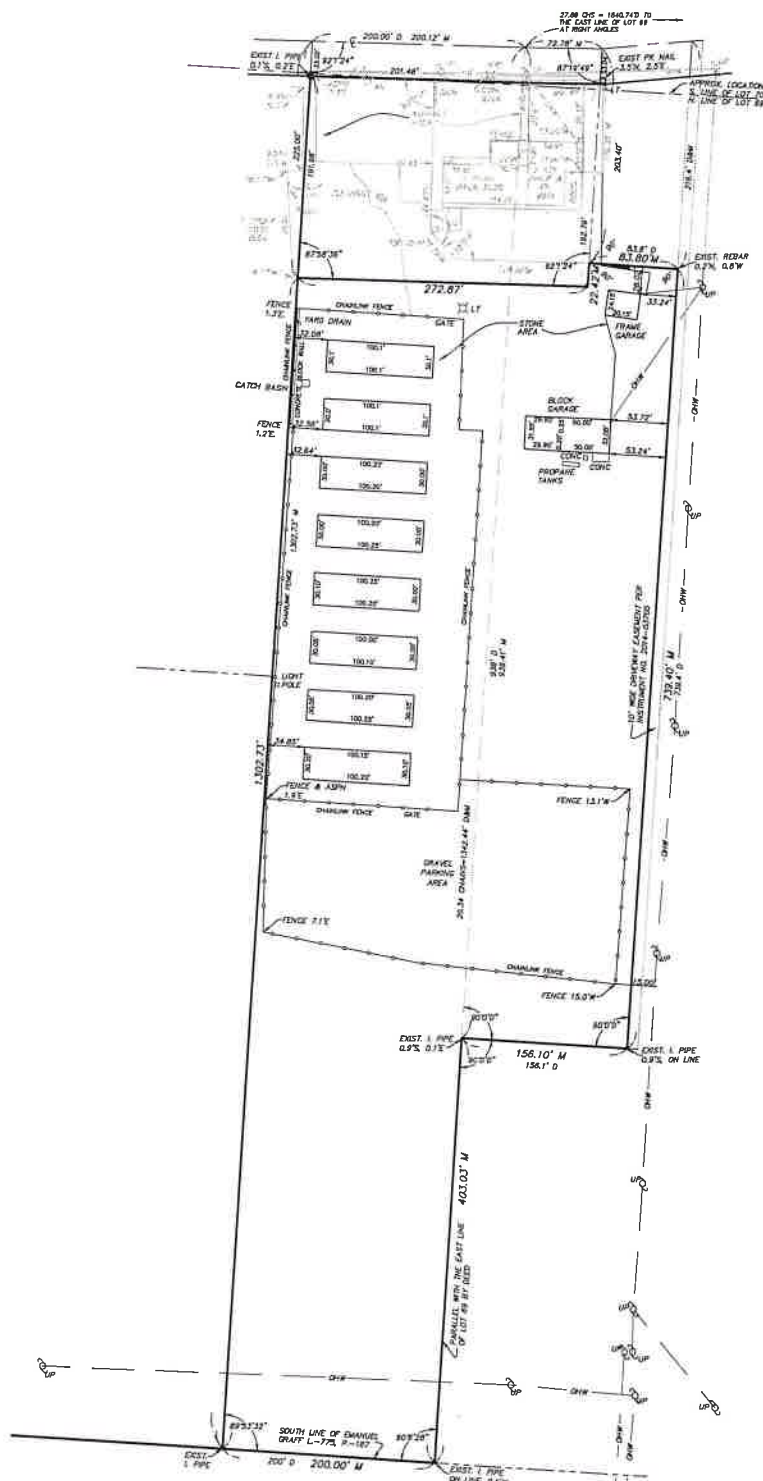
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225

(716) 633-4844 FAX 633-4940

Job No. 6313-616 Date: DECEMBER 13, 2024
Scale 1" = 80' Tax No.

WEST (66' WIDE) AVENUE



DATE	REVISION/TYPE
12/13/24	RESURVEY & REVISE PARCEL SIZE
10/20/20	LOCATE IMPROVEMENTS
7/20/20	REVISED PARCEL BOUNDARY
7/20/20	PARTIAL TOPOGRAPHIC SURVEY



**GPI ENGINEERING, LANDSCAPE
ARCHITECTURE & SURVEYING, LLP**
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4830 GENESSEE STREET, SUITE 100
BUFFALO, NEW YORK 14223
(716) 833-1844 FAX 833-1840

Job No. 6313
Scale 1" = 8'

Date: MARCH 1, 2017
Tax No. 10819-1-28

Exhibit C

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**"), dated as of the [] day of [], 2025 (the "**Effective Date**") is by and between [], a [] with an address of [] ("**Grantor**") and **SECOND NIAGARA, LLC**, a New York limited liability company with an address of [] ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WITNESSETH

WHEREAS, pursuant to that certain deed dated August 5, 2019 and recorded with the Niagara County Clerk's Office on August 6, 2019 as Instrument No, 2019-12605, Grantee became the fee owner of that certain real property located in the City of Lockport and County of Niagara and State of New York, commonly known as 616 West Avenue, and being Tax Map Number 108.19-1-28 (the "**Property**");

WHEREAS, pursuant to that certain deed made by Grantee to Grantor and recorded simultaneously herewith, Grantor conveyed the northern portion of the Property to Grantee, such northern portion being more particularly described on Exhibit A, attached hereto and made a part hereof (the "**Northern Parcel**");

WHEREAS, Grantee retained the remainder of the Property which does not constitute the Northern Parcel, such property remainder being more particularly described on Exhibit B, attached hereto and made a part hereof (the "**Southern Parcel**");

WHEREAS, the southern boundary of the Northern Parcel is adjacent to the northern boundary of the Southern Parcel;

WHEREAS, the Northern Parcel fronts West Avenue, but the Southern Parcel is landlocked;

WHEREAS, as a condition of the conveyance of the Northern Parcel to Grantor, Grantor has agreed to grant to Grantee an easement for access, utility connection, signage and related purposes as further described herein and subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals contained above are incorporated into and made a part of this Agreement.
2. Access Easement. Subject to the provisions of this Agreement, Grantor hereby grants and conveys to Grantee, and its agents, invitees, licensees, tenants and subtenants (collectively, and together with Grantee, the "**Grantee Parties**") a perpetual, non-exclusive

easement and right to utilize the Northern Parcel for ingress, egress and regress to and from the Southern Parcel and West Avenue by pedestrian, vehicular or other means (the "**Access Easement**") in that location which is more particularly described and/or depicted on Exhibit C, attached hereto and made a part hereof (the "**Easement Area**"). The Access Easement includes, without limitation, the right but not the obligation of Grantee to construct, install, place, utilize, maintain, reconstruct, replace, repair, rebuild and remove roadways improved with pavement, stone or otherwise. Notwithstanding anything herein to the contrary, the Access Easement shall be at all times in a width which will accommodate emergency vehicle access to the Southern Parcel or as otherwise required pursuant to Applicable Laws (as hereinafter defined).

3. Utility Easement.

(a) New Utilities. Subject to the provisions of this Agreement, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right to utilize the Northern Parcel for the purposes of constructing, installing, operating, maintaining, repairing, replacing and removing utility lines and related facilities and appurtenances which serve the Southern Parcel or any portion thereof (collectively, the "**Utility Lines**"), together with an easement for access, ingress, egress and parking over the Northern Parcel as is reasonably necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing and removing the Utility Lines (the "**New Utility Easement**") within, on, over, under and/or through the Easement Area. The Utility Easement expressly includes both surface and subsurface rights.

(b) Existing Utilities. In addition to the New Utility Easement, and subject to the provisions of this Agreement, Grantor hereby grants and conveys to the Grantee Parties a perpetual, non-exclusive easement and right to utilize the Northern Parcel for the purposes of operating, maintaining, repairing, replacing and removing all Utility Lines as are existing on the Effective Date (the "**Existing Utility Easement**"; the Access Easement, New Utility Easement and Existing Utility Easement are collectively referred to herein as the "**Easement**"). The Existing Utility Easement expressly includes both surface and subsurface rights.

(c) All utilities shall be separately metered between the Southern Parcel and the Northern Parcel, and to the costs to separately meter any such utilities shall be shared equally by the Parties.

4. Sign Easement. Subject to the provisions of this Agreement, Grantor hereby grants and conveys to Grantee the continued right to use the pylon sign located on the Northern Parcel (as existing, or as may be replaced, the "**Pylon Sign**") and to keep and maintain Grantee's signage located on the Pylon Sign in its current location and size on such Pylon Sign (the "**Signage Easement**"; the Access Easement, New Utility Easement, Existing Utility Easement and Signage Easement are collectively referred to herein as the "**Easement**"). The Signage Easement expressly includes Grantee's right to (a) maintain, repair and replace its signage; (b) and the right to similar signage and location on any replacement Pylon Sign; (c) rights of access to the Pylon Sign for purposes of maintenance, repair and replacement. The Pylon Sign constitutes a portion of the Easement Area. If at any time the Pylon Sign is removed and not replaced, Grantee shall have the right to install its own sign on the Northern Parcel in same location as the Pylon Sign as existing on the Effective Date.

5. Non-Disturbance.

(d) Grantor. Grantor agrees that: (i) it shall ensure that its affiliates, agents, invitees, licensees, guests, tenants, subtenants and employees (collectively, and together with Grantor, the "**Grantor Parties**") do not interfere with Grantee Parties' rights to utilize the Easement; and (ii) Grantor shall not place, allow or permit any fences, structures, barriers or other obstructions within the Easement Area which could interfere with the Grantee Parties' ability to use and enjoy the Easement Area for the purposes granted hereunder or which otherwise interfere with or adversely impact the Easement rights granted hereunder. Grantor shall have the right to use the Easement Area in any manner not inconsistent with the Easement and the rights granted to Grantee under this Agreement.

(e) Grantee. Grantee Parties shall utilize the Easement Area so as not to unreasonably, materially and adversely interfere with Grantor's use of the Northern Parcel, provided, however, that notwithstanding the foregoing or anything else herein to the contrary, the Grantee Parties shall be permitted to use the Easement Area at all times in a manner consistent with the uses identified herein.

6. Maintenance and Legal Compliance.

(a) Grantor. Grantor shall maintain the Easement Area in good condition and state of repair, and in compliance with all applicable laws, codes, ordinances, rules, regulations, orders, governmental directives and other applicable legislative or administrative actions of any governmental authority having jurisdiction (collectively, "**Applicable Laws**"), and shall repair the Easement Area when reasonably necessary. Grantor shall use, and shall ensure that the Grantor Parties use, the Easement Area in compliance all Applicable Laws and the terms and conditions of this Agreement.

(b) Grantee. Notwithstanding the foregoing or anything herein to the contrary, Grantee shall repair damage to the Easement Area or other portions of the Northern Parcel to the extent caused directly by the use of the Easement by the Grantee Parties (excepting wear and tear). Grantee shall use, and shall ensure that the Grantee Parties use, the Easement Area in compliance with all Applicable Laws and the terms and conditions of this Agreement.

(c) Shared Maintenance. Notwithstanding the foregoing or anything herein to the contrary, the Parties shall equally share all reasonable and documented maintenance costs with respect to the driveways and drive lanes utilized pursuant to the Access Easement.

7. Insurance. During the term of this Agreement, each Party shall keep in effect general commercial liability insurance, including coverage for property damage, personal injury, death and contractual indemnity coverage, which covers acts occurring on, in or about the Easement Area, and with respect to the exercise of the rights under the Easement. Such general commercial liability insurance shall: (i) afford minimum protection of not less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate; (ii) name the other Party as an additional named insured; (iii) include express waivers of subrogation against the other Party; and (iv) be effected under a valid and enforceable policy issued by an insurer licensed in the State of New York. Each Party shall promptly provide the

other, when reasonably requested, with certificates of insurance which validate compliance with the requirements of this paragraph. Upon request of either Party, and not more frequent than once every five (5) years, the minimum amount of such insurance coverage (the "**Minimum Coverage**") shall be adjusted based on the percentage by which the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics (1982-84=100) (the "**CPI**") has increased since the date of the last Minimum Coverage adjustment (or, if such Minimum Coverage adjustment has not been made hereunder, since the date of the recording of this Agreement). In determining such adjustment, the new Minimum Coverage shall be the Initial Coverage multiplied by that fraction, the numerator of which is the CPI figure published on or most recently prior to the date that such insurance adjustment is requested, and the denominator of which is the CPI figure published on or most recently prior to the date hereof. Notwithstanding the foregoing or anything to the contrary contained herein, in no event shall the Minimum Coverage be reduced as a result in the change to the CPI.

8. **Indemnification.** To the greatest extent permitted by law, and except to the extent arising directly or indirectly by the negligence or willful misconduct of Grantee or Grantee Parties, Grantor agrees to defend, indemnify and hold Grantee, Grantee Parties and their respective successors and assigns harmless from and against any and all liabilities, damages, losses, reasonable expenses (including reasonable attorney's fees), causes of action, suits, claims and judgments arising from or in connection with (a) the exercise by Grantor Parties of the rights and privileges granted by or pursuant to this Agreement; or (b) the exercise by Grantor Parties of the obligations required by or pursuant to this Agreement; or (c) Grantor's failure to comply with the requirements of this Agreement.

To the greatest extent permitted by law, and except to the extent arising directly or indirectly by the negligence or willful misconduct of Grantor or Grantor Parties, Grantee agrees to defend, indemnify and hold Grantor, Grantor Parties and their respective successors and assigns harmless from and against any and all liabilities, damages, losses, reasonable expenses (including reasonable attorney's fees), causes of action, suits, claims and judgments arising from or in connection with (i) the exercise by Grantee Parties of the rights and privileges granted by or pursuant to this Agreement; or (ii) the exercise by Grantee Parties of the obligations required by or pursuant to this Agreement; or (iii) Grantee's failure to comply with the requirements of this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

9. **Compliance.** Each Party, in its exercise of any rights granted under or pursuant to this Agreement, agrees to: (i) comply with all Applicable Laws; and (ii) secure, maintain and comply with all required licenses, permits, certificates, and/or other authorizations relating to, or otherwise necessary or appropriate for, the rights and responsibilities of such Party as described herein.

10. **Relocation.** Either Party, with the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, shall have the right, at its sole cost and expense, to relocate the Easement Area as may be reasonably required to accommodate changes in the use and utilization of either the Northern Parcel or the Southern Parcel, provided

that: (i) such relocation is done in a manner consistent with the terms of this Agreement; (ii) the Party performing such relocation takes commercially reasonable efforts to minimize disruption to the rights of the other Party during such relocation; (iii) such relocation does not unreasonably interfere with the use of, or the business operations on, the property of the other Party, and is done in such a manner so that the benefits of the easement rights granted hereunder are preserved and not interrupted or adversely impaired; (iv) the rights and privileges of the Parties under this Agreement are not diminished; and (v) following such relocation, the rights of the Parties shall apply to the easement area, as relocated, and the Parties shall in good faith cooperate in the execution and delivery of any amendment to this Agreement or any additional easement agreement reasonably required to evidence such relocation and the preservation of such rights.

11. Default. In the event that either Party has failed to abide by any of the terms, covenants or conditions of this Agreement, the non-defaulting Party (or its tenants or subtenants) may provide the defaulting Party with written notice identifying the default and providing the defaulting Party with ten (10) days to cure same. If the defaulting Party fails to cure such default within said ten (10) days (provided that if such cure cannot be accomplished within said ten (10) days, the defaulting Party is only required to commence such cure within said ten (10) day period and diligently prosecute same to completion), the non-defaulting Party (or its tenants or subtenants) may, at its option, undertake such cure and in such case the defaulting Party shall reimburse the non-defaulting Party (or its tenants or subtenants) for the reasonable costs and expenses actually incurred in accomplishing said cure within thirty (30) days of demand for same. Notwithstanding the foregoing, in the event of an emergency (including, but not limited to, the Easement Area becoming inaccessible for its purposes hereunder), a non-defaulting Party (or its tenants or subtenants) may give the defaulting Party such shorter notice as is reasonably practicable under the circumstances and, if the defaulting Party fails to timely commence such cure in such shorter time period and diligently prosecute same to completion, the non-defaulting Party (or its tenants or subtenants) may immediately undertake such cure and the defaulting Party shall reimburse the non-defaulting Party (or its tenants or subtenants) for the reasonable costs and expenses actually incurred in accomplishing said cure within thirty (30) days of demand for same.

12. Subordination. Either Party may place any mortgages, ground leases or similar encumbrances on its property encumbered hereby, provided that any mortgage, ground lease or similar encumbrance is subject and subordinate to this Agreement and the rights and privileges granted hereunder.

13. Estoppel. Either Party, within fifteen (15) business days after written request therefor from the other Party, shall execute, acknowledge and deliver to the requesting Party a written statement: (i) certifying that this Agreement is unmodified and in full force and effect (or, if there has been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) that there are no defaults existing pursuant to the terms and conditions herein (or if there is a default, stating the nature of the default); (iii) and such other matters as the requesting Party may reasonably request. The Parties acknowledge and agree that any such statement delivered pursuant to this Section may be relied upon by the other Party, a prospective purchaser of the land owned by such Party and which is subject to this Agreement, or by such Party's prospective mortgagee or any assignee or prospective assignee of any such mortgagee.

14. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and given by either Party to the other by depositing the same in the United States mail (certified delivery, postage prepaid and return receipt requested), or by recognized overnight courier (postage prepaid), to the respective Party at the address set forth on the first page of this Agreement. The address of either Party may be changed at any time by written notice to the other of such a change in accordance with the terms of this paragraph. All notices delivered pursuant to and in accordance with this Agreement shall be deemed received upon actual receipt or refusal thereof. Notices given by a Party's attorney shall have the same effect as if given by the applicable Party itself.

15. Miscellaneous.

(a) Successors and Assigns; Covenants Running with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and shall be construed as both covenants and conditions that run with the land and are affirmatively enforceable against the land and the Parties, and shall continue to be easements, servitudes, charges and encumbrances appertaining to and upon, and benefiting, binding, burdening and running with, the land.

(b) Public Grant. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the land to the general public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

(c) Modification and Cancellation. This Agreement, and the rights granted hereby, may only be released, extinguished, amended, waived or modified by an instrument in recordable form, executed by the then current (i) owners of the Grantor Parcel and the Grantee Parcel; and (ii) tenants of, or parties with an option to lease all or a portion of, the Grantor Parcel or the Grantee Parcel.

(d) No Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.

(e) Attorneys' Fees. In the event of a default hereunder or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees.

(f) Entire Agreement; Recording; Further Assurances. This Agreement constitutes the entire agreement between the Parties hereto with respect to the rights granted hereby and supersede all prior written or oral agreements and understandings with respect to the rights granted herein. The Parties agree that this Agreement will be recorded with the Clerk of Niagara County, New York. Each Party agrees to execute and deliver all further instruments and documents, and take any further action, that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(e) Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability will in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which will be and remain in full force and effect, enforceable in accordance with its terms.

(f) Headings. Section headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding conflicts of law principles.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

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

On the ____ 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Grantor Signature Page to Easement Agreement]

Name: _____

Title: _____

On the ____ 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Grantee Signature Page to Easement Agreement]

Exhibit A

Northern Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lockport, County of Niagara and State of New York, being part of Lots 69 & 70, Township 14, Range 7 of the Holland Land Company, bounded and described as follows:

COMMENCING at a point in the centerline of West Avenue being 1840.74 feet record westerly from the east line of Lot 69 as measured at right angles;

THENCE: Easterly along said centerline of West Avenue a distance of 72.78 feet to a point;

THENCE: Southerly forming an interior angle of $87^{\circ}19'49''$ a distance of 33.04 feet to a point on the southerly bounds of West Avenue, being the POINT OR PLACE OF BEGINNING;

THENCE: Continuing along the southerly extension of the above described course a distance of 192.79 feet to a point;

THENCE: Westerly forming an interior angle of $92^{\circ}1'24''$ a distance of 272.87 feet to a point;

THENCE: Northerly forming an interior angle of $87^{\circ}58'36''$ a distance of 191.98 feet to a point on the southerly bounds of West Avenue;

THENCE: Easterly along the southerly bounds of West Avenue a distance of 201.48 feet to an angle point therein;

THENCE: Easterly along the southerly bounds of West Avenue forming an exterior angle of $179^{\circ}21'13''$ a distance of 71.43 feet to the POINT OR PLACE OF BEGINNING.

Exhibit B

Southern Parcel

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lockport, County of Niagara and State of New York, being part of Lot 69, Township 14, Range 7 of the Holland Land Company, bounded and described as follows:

COMMENCING at a point in the centerline of West Avenue being 1840.74 feet record westerly from the east line of Lot 69 as measured at right angles;

THENCE: Easterly along said centerline of West Avenue a distance of 72.78 feet to a point;

THENCE: Southerly forming an angle in the southwest quadrant of $87^{\circ}19'49''$ a distance of 203.40 feet to the POINT OR PLACE OF BEGINNING;

THENCE: Easterly at right angles a distance of 83.8 feet deed, 83.80 feet measured to a point;

THENCE: Southerly at right angles a distance of 739.4 feet deed, 739.40 feet measured to a point;

THENCE: Westerly at right angles a distance of 156.1 feet record, 156.10 feet measured to a point;

THENCE: Southerly at right angles a distance of 403.03 feet to the southerly bounds of lands conveyed to Emanuel Graff by deed recorded in the Niagara County Clerk's Office in Liber 775 of Deeds page 187;

THENCE: Westerly along the southerly bounds of said Liber 775, page 187 a distance of 200.00 feet to a point;

THENCE: Northerly forming an interior angle of $89^{\circ}53'32''$ a distance of 1302.73 feet to a point;

THENCE: Easterly forming an exterior angle of $87^{\circ}58'36''$ a distance of 272.87 feet to a point;

THENCE: Northerly forming an exterior angle of $92^{\circ}1'24''$ a distance of 22.42 feet to the POINT OR PLACE OF BEGINNING;

Exhibit C

Description and/or Depiction of the Easement Area

[to be provided]

**Niagara County Planning Board****General Municipal Law §239-M Referral Form**

Niagara County Use Only:

Date Received: 5/8/25Referral #: 6988**Part 1: Municipal Information**

Referring Municipality: City of Lockport

Referring Agency: Building Inspection Department

Referring Official: Jason Dool

Title: **Chief Building Inspector**Referring Official Signature: 

Address: Lockport Municipal Building, One Locks Plaza Lockport, New York 14094

Email: jdool@lockportny.gov

Phone #: 716-439-6754

Fax #:

Applicant Name: **Second Niagara, LLC and Robert Soemann**Email: drphhi@att.netPhone #: **716-445-8189****Part 2: Project Information**

Address of Property: 616 West Avenue, Lockport, New York

Acreage: 8.89

Tax Parcel Number(s): 108.19-1-28

Current Zoning District: General Industrial ("GI")

Project Description
See Schedule 1**Previous/Future Meeting Information (REQUIRED)**

Date	Reviewing Body
May 27, 2025	City of Lockport Zoning Board of Appeals
June 2, 2025	City of Lockport Planning Board

Part 3: Referral Type and Proximity Trigger**Referral Type** (Check all that apply):

- | | |
|--|--|
| ☒ Area Variance | ☐ Zoning Text Amendment |
| ☐ Use Variance | ☐ Zoning Map Amendment |
| ☐ Special Permit | ☐ New Zoning Ordinance |
| ☐ Site Plan Review | ☐ Comprehensive Plan |
| ☐ New Local Law | ☐ Local Law Amendment |
| ☐ Moratorium | |
| ☒ Other <u>Minor Subdivision of Parcel</u> | |

Property located within 500 ft. of
(Check all that apply):

- | | |
|-------------------------------------|--|
| ☒ | Existing or Proposed County / State Parkway, Road or Highway, or County Owned Drainage Channel |
| ☐ | County Road: _____ |
| ☒ | NYS Road: <u>West Ave/Highway 31</u> |
| ☒ | Municipal Boundary |
| ☐ | NYS / County Recreation Area |
| ☐ | NYS / County Owned Land with Public Building |
| ☐ | Farm operation located in an Agricultural District (except for area variances) |

Part 4: Required Enclosures

The Niagara County Planning Board requires adequate information upon which to make its decision. The zoning referral form will not be accepted unless all of the following information as applicable is submitted (Please check that all items are included):

- | | |
|---|--|
| ☒ Planning Board Referral Form | ☐ For zoning text amendments and local law amendments, copies of both the existing and proposed zoning / local law. |
| ☐ SEQRA Environmental Assessment Form (EAF) | ☐ Copies of any local meeting minutes. |
| ☐ One set of plans sized at 8.5" x 11" or 11" x 17" (if applicable). | ☒ Any other documentation submitted to the municipality as part of the application process. |
| ☒ For variances, a copy of the code from which the relief is being requested. | |

** Please note Planning Board Application includes a SEQRA statement*

Part 5: Representative Contact Information

A project representative must attend the Niagara County Planning Board meeting.

Meeting information will be sent to the project representative via the email address provided in this section.

Project Representative Contact Information

Name: Michael Nisengard

Title: Attorney

Email: mnisengard@lippes.com

Phone #: 716-853-5100, ext. 1284

DEADLINE

All completed referrals must be received by close of business on Friday, six business days preceding the 3rd Monday of each month. Note: January and February meetings are held on the 4th Monday of the month.

LATE REFERRALS WILL BE REVIEWED BY THE NIAGARA COUNTY PLANNING BOARD THE FOLLOWING MONTH.

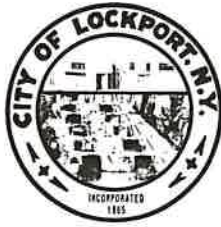
For County Office Use Only

Recommendation from Niagara County Planning Board

☒ Approval	☐ No Significant Countywide or Inter-community Impact
☐ Approval with Modifications	☐ Disapproval


Joseph Kibler, Chairman
Niagara County Planning Board

5-19-25
Date



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

NOTICE OF PUBLIC HEARING

Case No. 0001

May 21, 2024

«AddressBlock»

Dear Sir or Madam:

A request for a Special Use Permit has been submitted by David Blackley, Case No. 0001, regarding property located at 697 East Avenue, Lockport, New York, 14094, to the Building Inspection Department.

The request is for a Special Use Permit to keep and maintain six (6) hens and coop located at 697 East Avenue, Lockport, New York, situated in a Low Density Residential Zone.

This request will be presented to the Lockport Planning Board on Monday, June 2, 2025 at 5:00 P.M. at which time you may appear, if you so desire, either in person or by agent or attorney.

Lockport Planning Board

Megan Brewer
Secretary

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: 697 East Avenue PHONE: 716-523-0617

NAME OF APPLICANT: David Blackley PHONE: Same

EMAIL ADDRESS: blackleykweverizon.net

ADDRESS OR LOCATION OF PROPOSAL: 697 East Avenue, Lockport NY

SIZE OF PARCEL OR STRUCTURE: 70 x 250

EXISTING ZONING: R-1

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review _____ Special Use Permit X Home Occupation _____

Alteration to existing building _____ Rezoning _____ Other _____

PROPOSED REQUEST

Raise and maintain 6 hens with chicken coop and
enclosed run. Coop Size: 10 square feet

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ()Type I, ()Type II, ()Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ()yes, ()no; a copy of this determination is attached ()yes, ()no.

PROPERTY OWNER'S SIGNATURE _____

APPLICANT'S SIGNATURE _____

**PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT
AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.**

Fees:

Site Plan review- \$25

Special Use Permit- \$100 application, \$50 yearly renewal

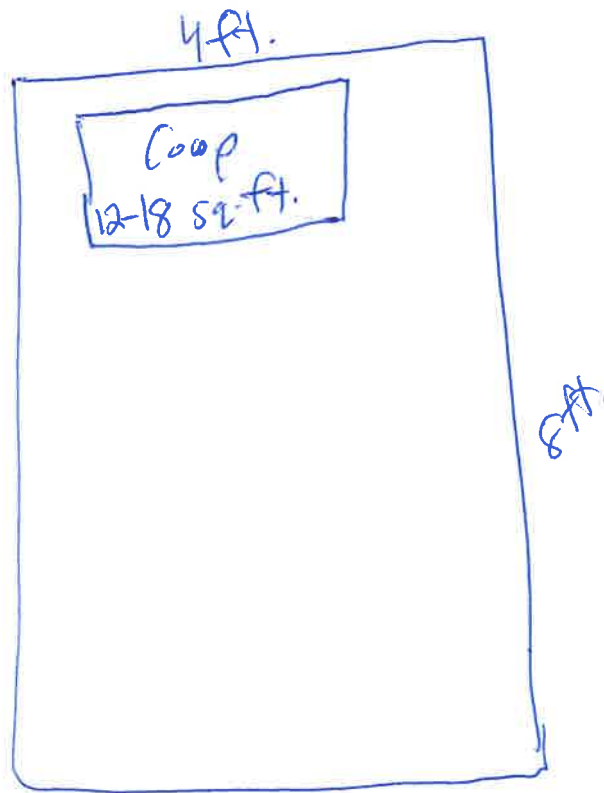
Home Occupation- \$100 application, \$50 yearly renewal

Alteration to existing building- \$25

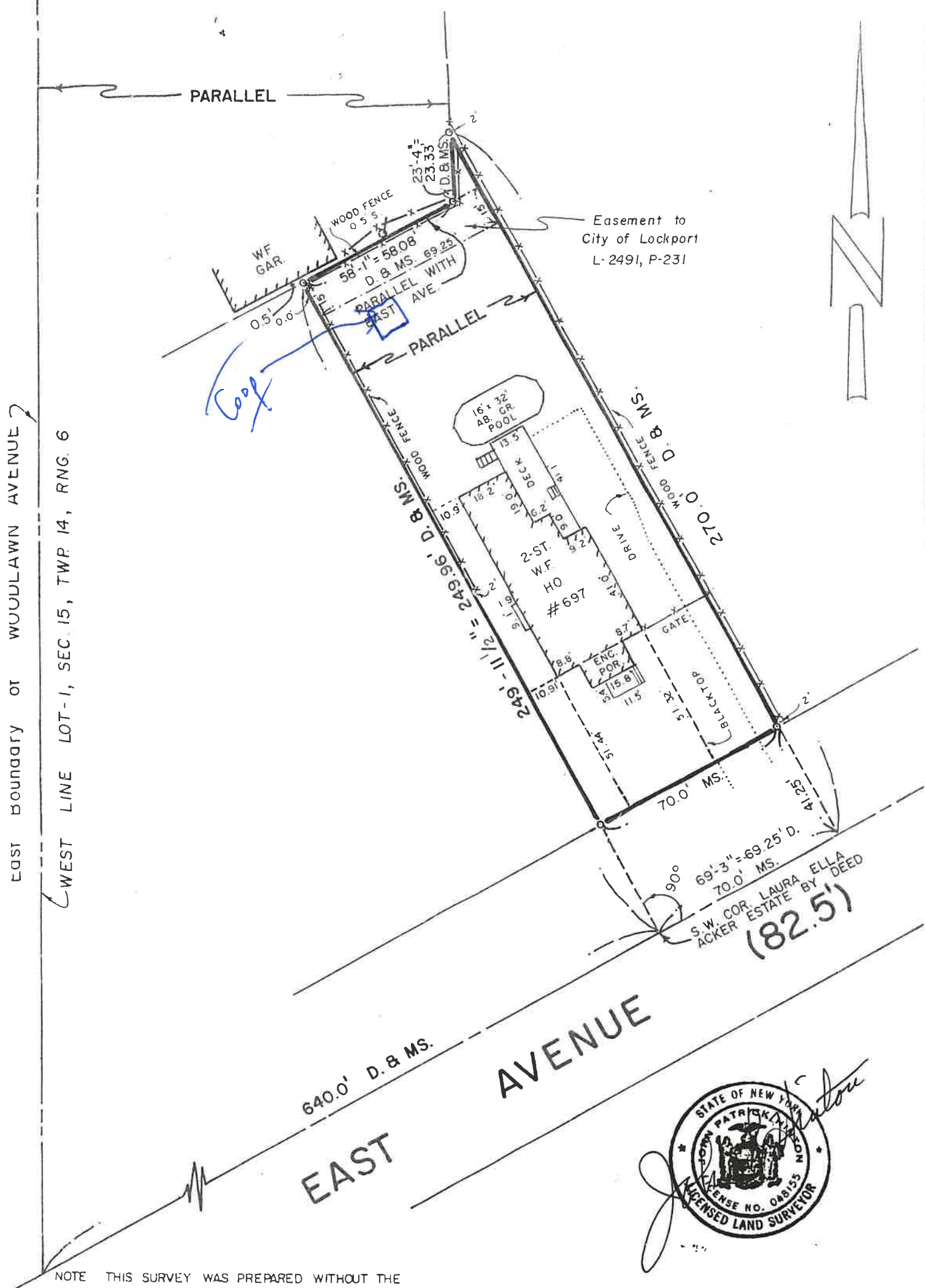
Rezoning- \$100 or \$50 per half acre (whichever is greater)

Subdivision request- \$200

David Blackley
Special Use Permit



- 1- 32 sq. ft. run
- 2- 12-18 sq. ft. coop



SURVEY OF PART OF			
LOT 1	SEC 15	TWP 14	RNG. 6
TOWNSHIP: LOCKPORT			
COUNTY: NIAGARA			
STATE: NEW YORK			
JOB NO: LC-95-511			
DATE: 4/28/1995		SCALE: 1" = 40'	



347 EAST AVENUE
LOCKPORT, NEW YORK 14094
(716) 433-8033 FAX 433 2237
John P. Hinton
N.Y.S. LIC NO. 048155

LEGEND	
o - 1 P. FOUND	• - 1 P. SET
D. - DEED	MS - MEASURED
MP - MAP	ENCR - ENCROACHMENT
COMP - COMPUTED	Ac - ACRE
CH - CHAIN	Lks - LINKS
ALTERING ANY ITEM ON THIS MAP IS IN VIOLATION OF THE LAW, EXCEPT AS PROVIDED IN SECTION 1709, PART 2, OF THE NEW YORK EDUCATION LAW	
MAP REFERENCE	

VISSED : 6 20 1995 ; RE SURVEY : 1 2 2002 , 7 15 2008